

The Narragansett Electric Company  
d/b/a Rhode Island Energy

**Investigation of Misconduct by  
The Narragansett Electric Company  
Relating to Past Payments of Energy  
Efficiency Program Shareholder  
Incentives**

**Complete Set of Responses to  
Division Post-Hearing Data  
Requests Set 1**

Docket No. 22-05-EE

**Submitted to:**  
Rhode Island Public Utilities Commission

**Submitted by:**



**Rhode Island Energy™**  
a PPL company

STEVEN J. BOYAJIAN

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Providence, RI 02903-2485  
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Also admitted in Massachusetts

August 12, 2022

## VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

**RE: Docket No. 22-05-EE**  
**Investigation of Misconduct by The Narragansett Electric Company Relating to Past**  
**Payments of EE Program Shareholder Incentives**  
**Responses to Division Data Requests – Set 1 (Complete Set)**

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”), enclosed please find the Company’s full set of responses to the Division of Public Utilities and Carriers (“Division”) First Set of Data Requests for filing in the above referenced docket.<sup>1</sup> These responses are substantively identical to the previously filed versions of the Company’s responses to the Division’s First Set of Data Requests. However, please note that Company has updated the docket number in the response headers as well as the docket number in the headers of the accompanying attachments to reflect that these responses are being filed in Docket No. 22-05-EE.

Please be advised that the confidential Attachments DIV 1-4; DIV 1-7; DIV 1-12; DIV 1-17; DIV 1-28A-1; DIV 1-28A-2; DIV 1-28B; and DIV 1-36 contain confidential and privileged information. Pursuant to 810-RICR-00-00-1.3(H)(3) and R.I. Gen. Laws § 38-2-2-(4)(A)(I)(b), the Company respectfully renews its requests that the Commission treat the confidential attachments as confidential pursuant to previously filed Motions for Protective Treatment. In accordance with 810-RICR-00-00-1.3(H)(2), the Company also respectfully requests that the Commission make a

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<sup>1</sup> Pursuant to the Commission’s request, the Company will provide copies of the Company’s responses to Division Set 1 as bound books.

# Robinson+Cole

Luly E. Massaro, Commission Clerk  
Docket No. 22-05-EE – Responses to Division Set 1  
August 12, 2022  
Page 2

preliminary finding that the information redacted in the public version is exempt from the mandatory public disclosure requirements of the Rhode Island Access to Public Records Act (“APRA”).

Thank you for your attention to this matter. If you have any questions, please contact me at 401-709-3359.

Very truly yours,



Steven J. Boyajian

Enclosures

cc: Docket No. 22-05-EE Service List  
Margaret Hogan, Esq., Division (w/confidential version)

**STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION**

_____ )	
In re: Investigation of Misconduct by )	
The Narragansett Electric Company Relating )	Docket No. 22-05-EE
to Past Payments of Energy Efficiency )	Docket No. 5189
Program Shareholder Incentives )	
_____ )	

**MOTION OF THE NARRAGANSETT ELECTRIC COMPANY D/B/A  
RHODE ISLAND ENERGY FOR PROTECTIVE TREATMENT OF  
CONFIDENTIAL INFORMATION**

The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”) hereby respectfully requests that the Public Utilities Commission (“PUC” or “Commission”) grant protection from public disclosure certain confidential information submitted by the Company. The reasons for the protective treatment are set forth herein. The Company also requests that, pending entry of that finding, the PUC preliminarily grant the Company’s request for confidential treatment pursuant to 810-RICR-00-00-1.3(H)(2).

The record that is the subject of this Motion and requires protective treatment is employee names, employee identification numbers and employee compensation contained in the following Company attachments to data requests: **(1)** Attachment DIV 1-7 to the Company’s Response to the Division of Public Utilities and Carriers (“Division”) First Set of Post-Decisional Data Requests, Division 1-7, issued on June 17, 2022; **(2)** Attachments DIV 1-28A-1 and 1-28A-2 to the Company’s Response to Division 1-28A; and **(3)** Attachment DIV 1-28B to the Company’s Response to Division 1-28B (collectively, the “Confidential Attachments”). The Company requests protective treatment of the Confidential Attachments in accordance with 810-RICR-00-00-1.3(H) and R.I. Gen. Laws § 38-2-2-(4)(A)(I)(b).

## I. LEGAL STANDARD

For matters before the PUC, a claim for protective treatment of information is governed by the Access to Public Records Act (“APRA”), R.I. Gen. Laws § 38-2-1 et seq. See 810-RICR-00-00-1.3(H)(1). Under APRA, any record received or maintained by a state or local governmental agency in connection with the transaction of official business is considered public unless such record falls into one of the exemptions specifically identified by APRA. See R.I. Gen. Laws §§ 38-2-3(a) and 38-2-2(4). Therefore, if a record provided to the PUC falls within one of the designated APRA exemptions, the PUC is authorized to deem such record confidential and withhold it from public disclosure.

Rhode Island law specifically excludes “[p]ersonnel and other personal individually identifiable records otherwise deemed confidential by federal or state law or regulation, or the disclosure of which would constitute a clearly unwarranted invasion of personal privacy pursuant to 5 U.S.C. § 552 et seq.” from its definition of “public records.” R.I. Gen. Laws § 38-2-2(4)(A)(I)(b). Additionally, § 38-2-2(4)(B) provides that the following types of records shall not be deemed public:

Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature.

The Rhode Island Supreme Court has also noted that the agencies making determinations as to the disclosure of information under APRA may apply a balancing test. *See Providence Journal v. Kane*, 577 A.2d 661 (R.I. 1990). Under this balancing test, after a record has been determined to be public, the Board may protect information from public disclosure if the benefit of such protection outweighs the public interest inherent in disclosure of information pending

before regulatory agencies. *Kane*, 557 A.2d at 663 (“Any balancing of interests arises only after a record has first been determined to be a public record.”).

Here, the Company is seeking protection from public disclosure employee names, employee identification numbers, the variable compensation received by program managers that worked directly on any of the energy efficiency programs, and the names of identifiable employees of program vendors, as well as names of employees where a Company affiliation could not be identified.

## **II. BASIS FOR CONFIDENTIALITY**

The employee names, identification numbers and compensation, contained in the Confidential Attachments, which are the subject of this Motion, are exempt from public disclosure pursuant to R.I. Gen. Laws § 38-2-2. Specifically, the names, identification numbers and compensation of certain Company employees contained in the Confidential Response are “[p]ersonnel and other personal individually identifiable records,” and disclosing their names, identification numbers or compensation “would constitute a clearly unwarranted invasion of personal privacy.” *See* R.I. Gen. Laws § 38-2-2(4)(A)(I)(b). While generally the disclosure of a name on its own would not constitute an invasion of privacy, the very nature of this investigatory docket into alleged wrongdoing warrant any disclosure of Company employee names, without any suggestion that all the individuals listed were involved in the alleged wrongdoing, constitutes an invasion of person privacy.<sup>1</sup> Additionally, the same rationale applies to the names of the employees of program vendors listed in the Company’s responses to the discovery requests. There is no

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<sup>1</sup> It is this very policy that likely led the Legislature to exclude “[a]ll investigatory records of public bodies . . . pertaining to possible violations of statute, rule, or regulation other than records of final actions taken” from the public records definition which is in itself an independent and sufficient basis for protective treatment. R.I.G.L. § 38-2-2(4)(P).

indication that the employees listed in the responses engaged in any wrongdoing and disclosing their names to the public as being involved in this investigation can have a detrimental impact on their livelihood, reputation and standing in the community.

Moreover, the employee compensation constitutes “financial information ... that is of a privileged or confidential nature.” § 38-2-2(4)(B). If such information were released, this would interfere with the Company’s ability to negotiate future compensation with its employees. For these reasons, the Company would not customarily release this information to the public. *See Providence Journal Company v. Convention Center Authority*, 774 A.2d 40 (R.I. 2001) (holding that confidential information exemption applies where the disclosure of the information would be likely to cause substantial harm to the competitive position of the person from whom the information was obtained).

Alternatively, if the Commission disagrees and determines that the employee names, identification numbers and compensation is public information, the Company requests protective treatment of this information on the basis that the benefit of such protection to these employees and companies outweighs the public interest inherent in disclosure of information. *See Providence J. Co. v. Kane*, 577 A.2d 661, 663 (R.I. 1990). The Company believes that the benefit of protecting the names far exceeds and outweighs any interest in disclosure.

### **III. CONCLUSION**

For the foregoing reasons, the Company respectfully requests that the PUC grant this motion for protective treatment of the Company and vendor employee names, employee identification numbers, and Company employee compensation contained in the Confidential Attachments DIV 1-7, DIV 1-28A-1, DIV 1-28A-2, and DIV 1-28B.

Respectfully submitted,

RHODE ISLAND ENERGY  
By its attorney,



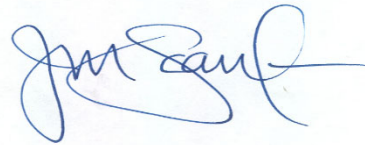
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Andrew S. Marcaccio (#8168)  
Rhode Island Energy  
280 Melrose Street  
Providence, RI 02907  
(401) 784-4263

Dated: August 8, 2022

**CERTIFICATE OF SERVICE**

I hereby certify that on August 8, 2022, I delivered a true copy of the foregoing Motion via electronic mail to the parties on the Service List for Docket No. 22-05-EE.



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Joanne M. Scanlon



The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)  
In Re: Investigation of Misconduct by The Narragansett Electric Company  
Relating to Past Payments of Energy Efficiency Program Shareholder Incentives  
Responses to the Division's First Set of Post-Decisional Data Requests  
Issued on June 17, 2022

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Division 1-1

Request:

At page 4 of June 7<sup>th</sup> report, the Company reported under Section III, Phase I Residential Upstream Lighting, that 90 manufacturers received incentive payments for the period of March 1, 2012, to June 30, 2021, totaling \$61,954,622. The Company further reported that nine manufacturers accounted for 72% of the incentives. The Company then “identified the first three months of incentive payments by year and selected the highest two months for further analysis.”

- a) What fact(s) caused the Company to select 2012 as the beginning year for its investigation?
- b) What fact(s) caused the Company to select only nine of ninety manufacturers' invoices to examine?
- c) What fact(s) caused the Company to limit the review to the two highest of first three months of incentive payments (outside of 2017 and 2018)?
- d) Were there any years in which there were out of period invoices paid in April? If so, what year, and in what amount?
- e) The Company's report stated that “additionally, for the 2017 and 2018 periods, 100 percent of incentive payments were selected.” Please clarify if this statement still refers to only the top nine manufacturers or whether this refers to all 90 manufacturers.
- f) What fact(s) triggered the Company's decision to expand its review of incentive payments to 100% only for 2017 and 2018?
- g) What fact(s) caused the Company to limit its review of invoices to less than 12 months of each year?

Response:

- a) InDemand is National Grid USA's current system to manage Energy Efficiency invoices. Based on the data extracted from InDemand, the first complete year of data was 2012.
- b) As part of The Narragansett Electric Company's (“Narragansett”) risk-based approach, it identified a subset of manufacturers associated with a reasonable amount of the incentive payments provided through the Rhode Island Residential Upstream Lighting Energy Efficiency program (the “Program”). The nine manufacturers that Narragansett selected accounted for approximately 72 percent of the total incentive payments distributed from January 2012 through June 2021, with eight of these manufacturers being among the largest manufacturers in the Program, in terms of total incentive payments distributed during that period.
- c) The Program is managed on a calendar year basis (i.e., year-end of December 31), which means that the risk of out-of-period invoices would be highest at the beginning of a

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- d) new calendar year. Additionally, the energy efficiency reporting team established a cut-off of mid-January, which meant that invoices had to be received in InDemand and paid prior to this cut-off for them to be recognized as being received in the prior calendar year.
- e) Yes. The following years included out-of-period invoices paid in April:
- 2017: 8 out-of-period invoices paid in April totaling \$50,502.80
  - 2018: 6 out-of-period invoices paid in April totaling \$20,468.60
  - 2019: 8 out-of-period invoices paid in April totaling \$391,157.20
  - 2021: 4 out-of-period invoices paid in April totaling \$146,925.60
- f) This statement refers to only the nine manufacturers selected.
- g) During the preliminary stages of the investigation, emails and interviews corroborated that Program Managers responsible for the Program in 2017 and 2018 were delaying the recognition of invoices to subsequent Program years. As a result, the risk-based approach expanded the analysis for the selected nine manufacturers to encompass all 2017 and 2018 incentive payments.
- h) As stated above, the investigation used a risk-based approach. The concerns involved delaying the recognition of incentive payments to a subsequent program year, and Narragansett expected to find most out-of-period invoices at the beginning of the new calendar year.

Division 1-2

Request:

What parameters/program rules, if any, had been established to identify a cutoff period for manufacturers/vendors submitting qualifying invoices for any given EE year, during the time period of March 1, 2012 to the present?

Response:

As mentioned in The Narragansett Electric Company's ("Narragansett") response to Division 1-1, the energy efficiency reporting team established a cut-off of mid-January, which meant that invoices had to be received in InDemand and paid prior to this cut-off for them to be recognized as being received in the prior calendar year.

Sample excerpts from Narragansett's year-end accrual email communication follows:

"December is the end of the EE Program Calendar Year for Regulatory Reporting and also the end of National Grid's Q3 for fiscal year 2022. As such December is an especially critical month for accruals, and we ask everyone to exercise increased diligence to ensure the accuracy and completeness of the EE accruals. . . .

For work completed that has not been posted in SAP, an Accrual Template must be submitted for work completed that has not been entered into InDemand or is not in an accruable InDemand status.

Please remember that this includes accruals submitted in prior months if the invoice has still not been posted in SAP and is not in an accruable status in InDemand.

Please also remember that:

\* You should notify EE Accounting if you receive/expect to receive invoices that pertain to services provided over multiple periods, such as over a quarter, half-year or year. In these cases, EE Accounting needs to determine the correct way to record this type of expense.

\* You should confirm agreement with any accruals submitted directly by your vendors (for vendors who have been approved for direct submission)."

The text above was included in an email message distributed on December 16, 2021, but is representative of similar messages distributed to the energy efficiency program employees since 2012.

Division 1-3

Request:

At page 6 of the June 7<sup>th</sup> report, the Company reports that an outside professional reviewed a collection set of approximately 500,000 emails using key words specific to Rhode Island energy efficiency as well as terms designed to identify potential fraud or misconduct.

- a) When using the key words, were the search parameters limited in any way? For instance, did a result require the existence of more than one of the search terms in an email?
- b) Was the email search limited to emails of only specific programmatic level employees or was the search conducted Company-wide, including the highest levels of management?
- c) If the email search was limited to specific programmatic level employees, and not expanded to upper management layers, why?
- d) When did the email search commence and when did it conclude?
- e) Identify over what period of time emails were selected.

Response:

- a) No, the search parameters for the key words were not limited. For example, the results did not require the existence of more than one of the search terms in an email. If an email message hit on one search term, then that email message was included in the subsequent review.
- b) The scope of the email search was focused on 33 energy efficiency program managers. However, six of the 33 program managers left National Grid USA. Therefore, The Narragansett Electric Company ("Narragansett") could not search those particular accounts due to National Grid USA's email retention policy.
- c) The purpose of the email search was to identify whether invoices were being intentionally delayed beyond year-end. Because the employees most likely to have engaged in the "out-of-period" invoicing practice were the program managers, the email search focused on energy efficiency program managers during this period.
- d) The email search and review commenced September 2021 and concluded May 2022.
- e) Narragansett extracted emails that were sent between January 1, 2012 and August 18, 2021.

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d/b/a Rhode Island Energy  
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Responses to the Division's First Set of Post-Decisional Data Requests  
Issued on June 17, 2022

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Division 1-4

Request:

Please provide a copy of the contract executed between the Company and the “forensic consultant” referenced at page 6 of the report.

Response:

Please see Attachment DIV 1-4 Confidential, which is a copy of an engagement letter between National Grid USA Service Company, Inc. and its forensic consultant, with the consultant's associated rates redacted. Legal counsel for National Grid USA has reviewed this engagement letter prior to submitting this response and determined that it does not contain legally privileged information. However, certain terms are redacted because those terms are negotiated, competitively sensitive business terms of the consultant.



March 15, 2021

Ms. Laurice Arroyo  
Vice President and Deputy General Counsel  
National Grid  
One Metrotech Center  
Brooklyn, New York 11201

Dear Ms. Arroyo:

This engagement letter dated March 8, 2021 (the "Effective Date") confirms that National Grid Service Company, Inc. ("Client") has engaged PricewaterhouseCoopers Advisory Services LLC ("PwC") to perform the professional services described below. Client and PwC are sometimes referred to in this engagement letter as the "parties" and each, individually, as a "party."

**SCOPE OF PWC SERVICES, DELIVERABLES, AND TIMING.**

**(a) Services to be provided by PwC.** Client is engaging PwC to provide the following professional services (the "Services"):

Assistance with an internal investigation that may include, but is not limited to, transaction data analysis, interviews, and other investigative procedures as mutually agreed. The internal investigation is in response to reports related to Client's energy efficient programs.

PwC is not required to perform services that are inconsistent with the scope of Services or terms and conditions set forth in this engagement letter. Either party may request changes to the scope of Services. To be effective, such change(s) must be agreed in a writing and signed by the parties. PwC is not required to perform, and may cease performance of, any changes until and unless such changes are agreed to in writing and signed by the parties.

PwC acknowledges that Client intends to assert the attorney-client privilege and attorney work-product privilege in connection with the Services and Deliverables PwC is providing hereunder to Client and that the decision to assert or waive such privileges rests solely with Client. PwC shall use reasonable measures to protect Client's Confidential Information, as set forth herein. PwC understands that it will perform the Services and provide the Deliverables at Client's direction and under Client's supervision.

**Additional Terms for Certain Services.** The provisions of Exhibit (Data Protection Addendum) hereto shall apply to the extent that PwC processes Client Personal Information (as that term is defined in Exhibit) in connection with its performance of Services hereunder.

**(b) Deliverables.** PwC will provide the following Deliverables (as defined in the "Deliverables: Terms and Definitions" section below):

Our findings will be shared in a format agreed by Client.

**(c) Timing.** The timing of the Services is as follows:

The estimated engagement start date is: March 15, 2021.

**FEEES, EXPENSES, AND PAYMENT.**

**(a) Professional Fees and Expenses**

PwC's fee is based on the time required by PwC professionals to complete the engagement and will be billed at the rates set forth in this engagement letter. Hourly rates may be revised from time to time, and the adjusted rates will be reflected in billings.



Individuals	Hourly Billing Rate
Partner/Principal	\$ [REDACTED]
Managing Director / Director	\$ [REDACTED]
Senior Manager	\$ [REDACTED]
Manager	\$ [REDACTED]
Senior Associate	\$ [REDACTED]
Associate	\$ [REDACTED]

Subject to the notification requirements set forth under the Confidentiality section below, if PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers, or personnel for testimony or interview with respect to services PwC performed for Client, Client will reimburse PwC for PwC's, the PwC Subcontractors' (as defined below), and their respective counsels' reasonable expenses and professional time incurred in responding to such a request.

**(b) Payment Terms.** [REDACTED]

**DELIVERABLES: TERMS AND DEFINITIONS.**

**(a) Ownership and License.** [REDACTED]

As used herein, "Materials" means information, know-how, data, and other technology, including works of authorship and other creations and ideas, databases, compilations, inventions, developments, software, firmware, and other computer programs (in source code, object code, or any other format), documentation, technical information, specifications, configuration information, designs, plans, drawings, writings, schematics, documents, reports, methods, procedures, concepts, techniques, protocols, systems, elements, components, subsystems, devices, equipment and other hardware.

**(b) Use and Disclosure.**



(i) PwC provides the Services and the Deliverables, Work Product, and PwC’s Background Materials solely for Client’s internal use and benefit and not for any other person’s or entity’s use, benefit, or reliance, and PwC disclaims any contractual or other responsibility, liability, or duty of care to any other person or entity based upon the Services, Deliverables, Work Product, or PwC’s Background Materials.

[REDACTED]

(ii) Except as described in this section, Client shall not discuss the Services with, or disclose the Deliverables, Work Product, or PwC’s Background Materials to, any third party without PwC’s prior written consent. Client may disclose Deliverables to, or discuss information relating to the Services with, Client’s third-party professional advisors (including subcontractors, accountants, auditors, attorneys, financial, and other advisors) that are acting solely for Client’s benefit and on Client’s behalf and that have a need to know such information in order to provide advice or services to Client (collectively, “Third-Party Professional Advisors”), provided that such Third-Party Professional Advisors agree: (i) that PwC did not perform the Services or prepare Deliverables for such Third-Party Professional Advisors’ use, benefit, or reliance and that PwC assumes no duty, liability, or responsibility to such Third-Party Professional Advisors; and (ii) not to disclose the Services or Deliverables to any other party without PwC’s prior written consent. Notwithstanding the foregoing, PwC’s prior written consent (which consent will include the requirement to enter into an access letter in PwC’s standard form) shall be required if Client wishes to disclose the Deliverables or discuss the Services with any person or entity that is not a Third Party Professional Advisor. For the avoidance of doubt, Third-Party Professional Advisors do not include any parties that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any transaction that is the subject of the Services or any parties that have or may obtain a financial interest in Client or an anticipated transaction.

(iii) Notwithstanding anything contained herein to the contrary, Client may disclose Deliverables to, or discuss information relating to the Services with, any governmental authority, agency or regulator (“Regulator”) with jurisdiction over Client pursuant to a subpoena from such Regulator, and provided that Client provides PwC written notice of such request. Client may disclose any Deliverables that do not contain PwC’s name or other information that could identify PwC as the source (either because PwC provided a Deliverable without identifying information or because Client subsequently removed it) to any third party if Client first accepts and represents them as its own and makes no reference to PwC in connection with such Deliverable.

**(c) Oral Advice and Draft Deliverables.**

[REDACTED]

**(d) Other Materials.** To facilitate PwC’s provision of Services and Deliverables, during the term of this engagement letter, PwC may provide or otherwise make available to Client certain of PwC’s Background Materials, including (for example) spreadsheets and scripts, automations, visualization tools and other software (collectively, the “PwC Technology”), whether on a hosted basis or for installation on Client’s systems.

[REDACTED]





**PWC RESPONSIBILITIES.**

(a) PwC will perform the Services in accordance with the relevant standards promulgated by the American Institute of Certified Public Accountants ("AICPA") as set forth below: Consulting Services will be performed under the Standards for Consulting Services; tax Services will be performed under the Statements on Standards for Tax Services; Accounting Advisory Services for non-audit clients will be performed under the Standards for Reports on the Application of Accounting Principles; valuation Services that represent an estimate of value will be performed under the Statement on Standards for Valuation Services; and Forensic Services for litigation or investigation engagements will be performed under Statements on Standards for Forensic Services (SSFS).

(b) PwC's role is advisory only. PwC will not provide an audit, accounting, or attest opinion or other form of assurance. PwC will not verify or audit any information provided to it. Because PwC will provide the Services solely for Client's use and benefit and pursuant to a relationship exclusively with Client, PwC disclaims any contractual or other responsibility, liability, or duty of care to others based upon the Services or upon any Deliverables or advice PwC provides.

**CLIENT RESPONSIBILITIES.**

(a) Client is responsible for all management functions and decisions relating to the Services, including without limitation evaluation and acceptance of the adequacy of the scope of Services in addressing Client's needs. It is Client's responsibility to establish and maintain its internal controls. Client also is responsible for the results achieved from using the Services or Deliverables. Client will designate a competent member of Client's management to oversee the Services. Client will provide reasonable assistance and accurate and complete information on a timely basis. PwC will perform the Services on the basis of information provided, and PwC will have no responsibility or liability for such information, or for any third-part hardware, software, information or materials selected or supplied by Client. Client represents and warrants that it has and will maintain the requisite rights, licenses, consents, and permissions to collect, access, use and disclose, and to permit PwC and the PwC Subcontractors to access, use and disclose, all information, materials (including emails), software and hardware (including any third-party hardware, software, information or materials supplied by Client) provided or otherwise made available to PwC or the PwC Subcontractors in connection with the Services and/or this engagement letter.



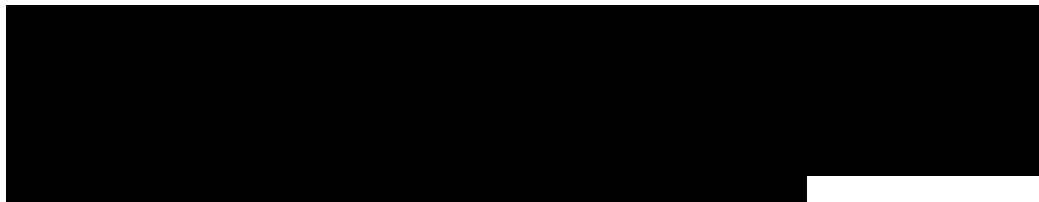
(b) If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to meet with a regulator with respect to services PwC performed for Client, PwC's role will be limited to providing a fact-based overview of the Services PwC performed as described in our Deliverable(s). Should the regulator have any questions regarding the Services, PwC will provide factual clarifications as needed. Client will field and address other questions from the regulator as required. Client will allow PwC to review the content of any materials to be used during the meetings that relate to the PwC Services in advance of the meetings. As per PwC protocol, PwC will have two PwC partners attend meetings with a regulator when PwC's attendance is requested.

Notwithstanding the foregoing, Client will be solely responsible for any and all communications required with Client's federal and state regulators and/or independent monitor(s) relating to these Services and Deliverables. PwC is not being engaged to interact or meet with third parties, including but not limited to Client's regulators and/or independent monitor(s)

**CONFIDENTIALITY.**



**LIMITATIONS OF LIABILITY.**



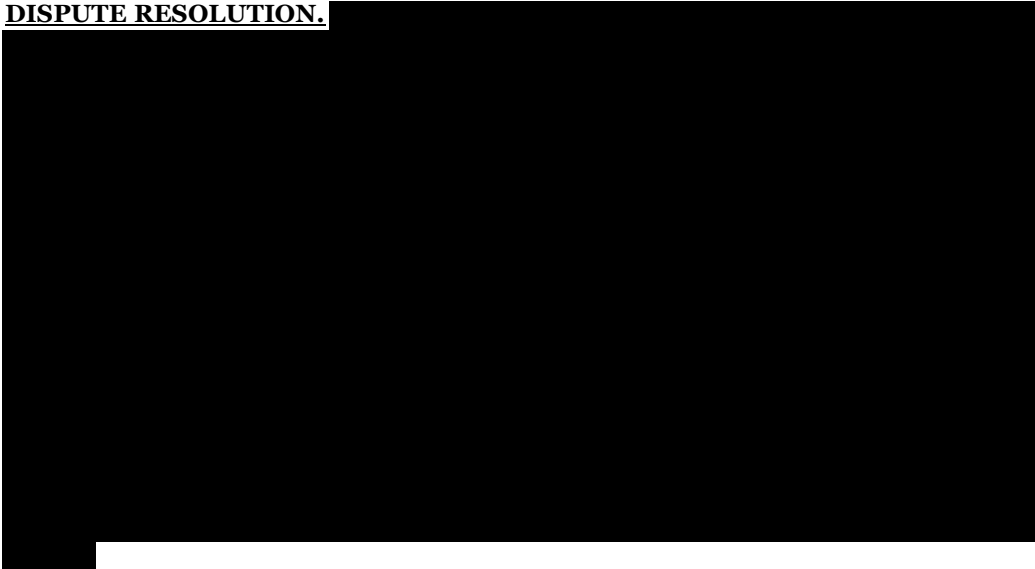
**OTHER PWC FIRMS; PWC SUBCONTRACTORS.**



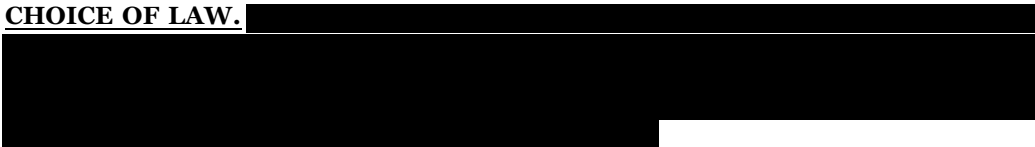


**TERMINATION.** Any party may terminate this engagement letter without penalty upon written notice to the other party. Any provisions of this engagement letter that expressly or by implication are intended to survive its termination will survive and continue to bind the parties.

**DISPUTE RESOLUTION.**



**CHOICE OF LAW.**



**CPA NOTICE.** PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the Services, non-CPA owners may be involved in providing Services under this engagement letter.

**NO LEGAL ADVICE; CHANGES IN LAWS.** The Services do not include the provision of legal advice, and PwC makes no representations regarding questions of legal interpretation. Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state, or any other type of law or regulation. Changes in the



law and/or its interpretation may take place before PwC's advice is acted upon or may be retrospective in effect; PwC accepts no responsibility for changes in the law or its interpretation that may occur after the provision of the Services.

**COMPLIANCE WITH LAWS.** While performing its obligations under this engagement letter, each party will comply with all relevant United States federal or state laws and regulations that are directly applicable to such party's performance of the Services and/or its obligations under this engagement letter.

**MISCELLANEOUS.**

**(a) Non-Exclusive Agreement; Other Matters.**

This is a non-exclusive agreement, and subject to its confidentiality obligations, PwC and the PwC Subcontractors are not prevented or restricted from providing services to other clients. PwC is an independent contractor, not a fiduciary or agent of Client, and shall not perform any obligation of Client, whether regulatory or contractual, nor shall PwC negotiate on Client's behalf.

[REDACTED]

If PwC commenced Services prior to execution of this engagement letter, the terms of this engagement letter shall govern such Services.

**(b) Order of Precedence.** If there is a conflict between the terms contained in the main body of this engagement letter and any Attachment to this engagement letter, the following order of precedence shall apply: (i) the applicable Attachment and then (ii) the main body of this engagement letter.

**(c) Entire Agreement; Severability.** This engagement letter and its Attachments represent the entire agreement between the parties with regard to the subject matter hereof and supersede any prior understandings, proposals, or agreements concerning the Services. If any provision (or any part thereof) of this engagement letter is found to be unenforceable or invalid, the remainder of such provision shall remain enforceable to the maximum extent permitted by law.

**(d) Assignment.** No party to this engagement letter may assign or transfer this engagement letter or any rights, licenses, obligations, claims, or proceeds from claims arising out of or in any way relating to this engagement letter, any Services provided hereunder, or any fees for this engagement letter or such Services to anyone, by operation of law or otherwise, without the prior written consent of the other parties; and any assignment without such consent shall be void and invalid. This engagement letter shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns, and except as expressly provided herein, nothing in this engagement letter shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this engagement letter.

**(e) Force Majeure.** No party shall be liable for any delay or failure to perform any of the Services or obligations in this engagement letter due to causes beyond its reasonable control.



**(f) Counterparts; Headings.** This engagement letter may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute one single document between the parties. Counterparts may be exchanged by facsimile or attached as a pdf, jpeg, or similar file type to an email or by DocuSign, Adobe Acrobat, or other electronic signature. Headings in this engagement letter are for convenience only and shall not be used in interpreting this engagement letter or any provision of it.

\* \* \* \* \*



If Client has any questions about this engagement letter, please discuss them with Meera ADVS) at [REDACTED] Phone Number: [REDACTED] If the Services and terms outlined in this engagement letter are acceptable to Client, please sign one copy of this engagement letter in the space provided and return it to the undersigned.

Very truly yours,

PricewaterhouseCoopers Advisory Services LLC

\_\_\_\_\_  
Meera Banerjee  
Partner

Date:

3/15/2021

**ACKNOWLEDGED AND AGREED:**

National Grid USA Service Company, Inc.

*Laurice Arroyo*  
\_\_\_\_\_  
Laurice Arroyo  
Vice President and Deputy General Counsel

Date:

3/15/2021



**Exhibit A**

**DATA PROTECTION ADDENDUM**

[REDACTED]

1. [REDACTED]

2. [REDACTED]

[REDACTED]

3. PwC shall process Client Personal Information in accordance with applicable data protection laws, rules, and regulations, including without limitation and to the extent applicable, the General Data Protection Regulation (EU) 2016/679 (the “**GDPR**”) and the California Consumer Privacy Act of 2018 (the “**CCPA**”) (collectively, “**Applicable Data Protection Laws**”) and only in accordance with Client’s instructions as established in this Addendum and/or the Agreement.

4. When Client is established in the European Economic Area (the “**EEA**”), Switzerland, or the United Kingdom (the “**UK**”), or when Client Personal Information relates to individuals in the EEA, Switzerland, or the UK, then the additional provisions set out in Schedule B to this Addendum shall apply to PwC’s processing of such Client Personal Information. When PwC processes such Client Personal Information as a controller (as such term is defined by the GDPR), PwC shall do so in accordance with the body of this Addendum and Section 1 of Schedule B. When PwC processes such Client Personal Information as a processor (as such term is defined by the GDPR), PwC shall do so in



accordance with the body of this Addendum and PwC's obligations under Article 28 of the GDPR as set forth in Section 2 of Schedule B.

5.

[Redacted]

6.

[Redacted]

7.

[Redacted]





8. [Redacted]

9. [Redacted]

10. [Redacted]

11. [Redacted]

12. [Redacted]

13. [Redacted]



REDACTED

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14.

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16.



**Schedule A**  
**Client Personal Information**

Data subjects:

[Redacted]

- [Redacted]

Categories of data:

[Redacted]

- [Redacted]



**Schedule B: GDPR Specific Provisions**

- [REDACTED]
- 1. [REDACTED]
- 2. [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
    - i. [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]
    - [REDACTED]



REDACTED



The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)  
In Re: Investigation of Misconduct by The Narragansett Electric Company  
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Issued on June 17, 2022

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Division 1-5

Request:

Referencing Exhibit A of the Report, please re-create the summary to show the totals of each Program over the course of all the years, showing the programs in descending order from the program with the highest totals to lowest totals.

Response:

Please see Attachment DIV 1-5, which is a re-created spreadsheet showing each of the programs identified in Exhibit A of the June 7, 2022, "Review of Invoices within the Rhode Island Energy Efficiency Program" report, separated by program and year, in descending order from the highest totals to the lowest totals.

<b>Seq</b>	<b>Year</b>	<b>Utility</b>	<b>Sector</b>
1	2012 - 2020	Electric	Commercial & Industrial
2	2012 - 2020	Electric	Non-Low Income Residential
3	2012 - 2020	Electric	Commercial & Industrial
4	2012 - 2020	Electric	Non-Low Income Residential
5	2012 - 2020	Electric	Low Income Residential
6	2012 - 2020	Electric	Commercial & Industrial
7	2012 - 2020	Gas	Non-Low Income Residential
8	2012 - 2020	Gas	Commercial & Industrial
9	2012 - 2020	Gas	Low Income Residential
10	2012 - 2020	Gas	Non-Low Income Residential
11	2012 - 2020	Electric	Non-Low Income Residential
12	2012 - 2020	Gas	Commercial & Industrial
13	2012 - 2020	Electric	Low Income Residential
14	2012 - 2020	Electric	Non-Low Income Residential
15	2012 - 2020	Gas	Low Income Residential
16	2012 - 2020	Electric	Non-Low Income Residential
17	2012 - 2020	Electric	Non-Low Income Residential
18	2012 - 2020	Gas	Non-Low Income Residential
19	2012 - 2020	Gas	Commercial & Industrial
20	2012 - 2020	Gas	Non-Low Income Residential
21	2012 - 2020	Gas	Commercial & Industrial

Electric Commercial & Industrial  
Electric Non-Low Income Residential  
Electric Low Income Residential  
Gas Commercial & Industrial  
Gas Non-Low Income Residential  
Gas Low Income Residential

**PI Change:**

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<b>Program</b>	<b>Actual Implementation Expenses (\$000)</b>	<b>Actual Implementation Expenses, %</b>
Large Commercial Retrofit	\$180,905	22.28%
EnergyWise	\$95,547	11.77%
Small Business Direct Install	\$76,196	9.38%
ENERGY STAR® Lighting	\$71,107	8.76%
Single Family - Income Eligible Services	\$64,009	7.88%
Large Commercial New Construction	\$59,521	7.33%
EnergyWise	\$59,199	7.29%
Large Commercial Retrofit	\$32,561	4.01%
Single Family - Income Eligible Services	\$26,096	3.21%
Energy Star® HVAC	\$19,523	2.40%
Energy Star® HVAC	\$18,892	2.33%
Large Commercial New Construction	\$18,711	2.30%
Income Eligible Multifamily	\$18,052	2.22%
EnergyWise Multifamily	\$17,405	2.14%
Income Eligible Multifamily	\$15,384	1.89%
Residential Consumer Products	\$10,648	1.31%
Residential New Construction	\$9,084	1.12%
EnergyWise Multifamily	\$8,767	1.08%
Commercial & Industrial Multifamily	\$4,980	0.61%
Residential New Construction	\$4,411	0.54%
Small Business Direct Install	\$1,123	0.14%
	<b>\$812,123</b>	<b>100.00%</b>
	\$316,622	38.99%
	\$222,682	27.42%
	\$82,061	10.10%
	\$57,376	7.06%
	\$91,901	11.32%
	\$41,481	5.11%
	<b>\$812,123</b>	<b>100.00%</b>



**(\$1,564,423) (\$1,842,810) (\$1,977,707)**

<b>Method 1</b>	<b>Method 2</b>	<b>Method 3</b>
-\$348,484	-\$410,496	-\$440,545
-\$184,056	-\$216,809	-\$232,679
-\$146,779	-\$172,899	-\$185,555
-\$136,976	-\$161,351	-\$173,162
-\$123,303	-\$145,245	-\$155,877
-\$114,658	-\$135,061	-\$144,948
-\$114,038	-\$134,331	-\$144,164
-\$62,724	-\$73,885	-\$79,294
-\$50,270	-\$59,216	-\$63,550
-\$37,609	-\$44,301	-\$47,544
-\$36,393	-\$42,869	-\$46,007
-\$36,044	-\$42,458	-\$45,566
-\$34,775	-\$40,963	-\$43,961
-\$33,527	-\$39,493	-\$42,384
-\$29,635	-\$34,909	-\$37,464
-\$20,511	-\$24,161	-\$25,930
-\$17,498	-\$20,612	-\$22,121
-\$16,887	-\$19,893	-\$21,349
-\$9,594	-\$11,301	-\$12,128
-\$8,497	-\$10,009	-\$10,742
-\$2,164	-\$2,549	-\$2,735
<b>-\$1,564,423</b>	<b>-\$1,842,810</b>	<b>-\$1,977,707</b>
-\$609,922	-\$718,456	-\$771,048
-\$428,962	-\$505,295	-\$542,283
-\$158,078	-\$186,208	-\$199,838
-\$110,525	-\$130,193	-\$139,723
-\$177,031	-\$208,534	-\$223,799
-\$79,906	-\$94,125	-\$101,015
<b>-\$1,564,423</b>	<b>-\$1,842,810</b>	<b>-\$1,977,707</b>

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Division 1-6

Request:

At page 7 of the Report, the Company states that the search produced emails that showed program managers “openly discussing holding off on the receipt and payment of invoices at the end of program years.”

- a) What is the earliest date of emails showing a Program Manager openly addressing this issue?
- b) Do any of the emails show copies sent to any Program Manager supervisors?

Response:

- a) There was an email identified dated December 21, 2012.
- b) Yes.

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Division 1-7

Request:

For the years, 2012-2021, was compensation to Program Managers or other employees working in or connected to the energy efficiency programs based in whole or in part on specific performance goals? If so, for each of these years, please provide:

- a) The performance target/goal for each employee (by title) working directly in the energy efficiency program.
- b) The performance target/goal for each employee (by title) working indirectly in the energy efficiency program, or receiving any compensation based upon the overall performance of the energy efficiency program.
- c) The amount of the compensation received by each employee (by title), whether working directly or indirectly in any energy efficiency program that related to achievement of the performance target/goal.
- d) Whether the source of the compensation referenced in subpart (c) was charged to overall program expense or whether it was distributed from the Performance Incentive, or whether paid by shareholders.
- e) With a cumulative downward adjustment of the Company's performance incentive of \$1,400,423.00, for each year of 2012 through 2021, what would have been the resulting impact to any affected employee compensation if the invoices had been properly reported "in-period"? Please provide this information by year, title, and amount of excess compensation, if applicable.

Response:

For the years 2012 through 2021, compensation paid to National Grid USA Service Company, Inc. employees working in or connected to the energy efficiency programs, like other National Grid USA-affiliated employees, included base compensation and a performance-based variable pay component (i.e., the Annual Performance Plan or "APP"). Each year, the APP component is split between individual performance and business measure performance. An individual's performance is dependent upon achievement of approximately between four and six individual objectives, approved by a supervisor, and a demonstration of National Grid USA's values and leadership qualities. Energy efficiency program managers typically would have an individual objective based upon performance of the energy efficiency program(s) that they manage, which would be one of multiple components of APP.

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Division 1-7, page 2

- a) This information is not readily available, and National Grid USA is determining its ability to produce it for the period requested.
- b) This information is not readily available, and National Grid USA is determining its ability to produce it for the period requested.
- c) Please see Attachment DIV 1-7 (Confidential), which includes the variable compensation received by each of the 31 program managers that worked directly on any of The Narragansett Electric Company's energy efficiency programs, who may also have worked on energy efficiency programs in other jurisdictions, as well. Notably, as stated in job postings from 2015 and 2017, program managers were routinely considered to be "responsible for managing the overall performance . . . in Massachusetts and Rhode Island to achieve the committed program energy savings targets within the program budgets." Variable compensation could have been awarded for the achievement of advanced performance targets and goals, qualitative and quantitative.
- d) Base compensation for National Grid USA employees working in the energy efficiency programs was included as program expense. Additionally, only the portion of variable pay associated with non-financial business performance metrics (e.g., safety goals) was recoverable as program expense. Any portion of variable pay associated with financial business performance metrics would have been charged to National Grid USA shareholders.
- e) This information is not readily available, and National Grid USA is determining its ability to produce it for the period requested.

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All rights reserved.

CONFIDENTIAL

Employee ID	Employee Name (Last)	Employee Name (Middle, if applicable)	Employee Name (First)	Current, Former, Former (transferred to PH) or Employee	Job Title(s) 2012-2021	FY12 APP Compensation Award(s)	FY13 APP Compensation Award(s)	FY14 APP Compensation Award(s)	FY15 APP Compensation Award(s)	FY16 APP Compensation Award(s)	FY17 APP Compensation Award(s)	FY18 APP Compensation Award(s)	FY19 APP Compensation Award(s)	FY20 APP Compensation Award(s)	FY21 APP Compensation Award(s)	FY22 APP Compensation Award(s)
1				Current	LEAD SPECIALIST CEE PROGRAM MANAGER	\$										
2				Former (transferred to PH)	MANAGER											
3				Current	LEAD PROGRAM MANAGER CEE	\$										
4				Current	MANAGER											
5				Former	OPERATIONS CLERK PROGRAM MANAGER											
6				Former	PROGRAM MANAGER											
7				Former	SENIOR MARKETING ANALYST											
8				Current	LEAD SPECIALIST PROJECT MANAGEMENT PROGRAM MANAGER											
9				Former	PROGRAM MANAGER											
10				Current	SENIOR SPECIALIST CEE PROGRAM MANAGER											
11				Former	CONTRACTOR PROGRAM MANAGER											
12				Former (transferred to PH)	PROGRAM MANAGER											
13				Former	LEAD PROGRAM MANAGER											
14				Former	CUSTOMER ENERGY MANAGEMENT MANAGER PROGRAM MANAGER											
15				Current	MANAGEMENT PROGRAM MANAGER											
16				Former	LEAD PROGRAM MANAGER											
17				Former (transferred to PH)	LEAD ANALYST EVALUATION AND MEASUREMENT											
18				Current	LEAD SPECIALIST CEE PROGRAM MANAGER											
19				Current	SENIOR SPECIALIST PROJECT MANAGER											
20				Current	LEAD SPECIALIST PROJECT MANAGEMENT PROGRAM MANAGER											
21				Former	PROGRAM MANAGER											
22				Former	CONTRACTOR PROGRAM MANAGER											
23				Current	LEAD SPECIALIST CEE PROGRAM MANAGER											
24				Former	PROGRAM MANAGER											
25				Current	MANAGER SALES PROGRAM MANAGER											
26				Former	PROGRAM MANAGER											
27				Current	US DE USR MGR FACILITIES MGMT PROGRAM MANAGER											
28				Current	LEAD ANALYST CEE PROGRAM MANAGER											
29				Former	SENIOR CUSTOMER SERVICE REPRESENTATIVE											
30				Former	LEAD ENGINEER											

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Division 1-8

Request:

Please identify by title, all employees selected for interviews, as identified at page 7 of the report.

Response:

The title of the employees identified at page 7 of The Narragansett Electric Company (the "Company") June 7, 2022, "Review of Invoices within the Energy Efficiency Program" report are as follows:

1. Program Manager;
2. Program Manager;
3. Lead Analyst, Evaluation, Measurement and Verification;
4. Senior Analyst, Customer Energy Management; and
5. Senior Analyst, Customer Energy Management.

Additionally, during Phase 1 of the investigation, the Company interviewed an additional 13 employees.

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Relating to Past Payments of Energy Efficiency Program Shareholder Incentives  
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Division 1-9

Request:

Please provide copies of all transcripts and or video/audio recordings that may exist of the employee interviews.

Response:

There are no transcripts or recordings of any employee interviews.

Division 1-10

Request:

At page 7 of the Report, the Company states: "The program managers also emphasized, without prompting, that it had been made clear that delaying invoices is unacceptable and prohibited and that they would not engage in delaying invoices going forward."

- a) When "had it been made clear that delaying invoices is unacceptable and prohibited"?
- b) How "had it been made clear that delaying invoices is unacceptable and prohibited"?
- c) By whom "had it been made clear that delaying invoices is unacceptable and prohibited"?
- d) In what manner, oral or written, "had it been made clear that delaying invoices is unacceptable and prohibited"?

Response:

- a) Program managers that were subjected to discipline received written notice that delaying invoices was unacceptable in May 2021.
- b) See the response to part (a), above. Also, in March 2021, National Grid USA established a dedicated energy efficiency compliance team to support compliance and strengthen controls within the program, signaling the importance of compliance within energy efficiency programs to the program managers. Verbal announcements and discussions were held at weekly employee "hubs" by the team's Vice President. Additionally, program managers received enhanced training in July 2021 and November 2021. The July and November 2021 trainings were delivered as video conferences via Microsoft Teams by the energy efficiency compliance team, recorded, and all program managers were provided with continuing access. Copies of these trainings are provided as Attachment DIV 1-17-1, and presenters and attendees are shown in Attachment DIV 1-17-2.
- c) A manager from the US Finance department and a Compliance US manager jointly conducted the enhanced training in July 2021. Individuals with both roles jointly conducted the enhanced training again in November 2021.
- d) Please see the responses to part (a) and part (c), above.



Division 1-11

Request:

At page 7, the Company states that “program managers were aware that once savings reached the caps in a given program year, they no longer served to increase performance incentives.”

- a) What negative impact would have occurred in the program or to the employees in the energy efficiency program had the savings caps been exceeded?
- b) What positive impact would have occurred in the program or to the employees in the energy efficiency program had the savings caps been exceeded?
- c) Other than overpaying for performance incentives, were there negative impacts imposed upon Rhode Island ratepayers by “deferring” savings? If so, what were they and can they be quantified? If not, why not?

Response:

- a) Given the interdependency of the savings goals, budgets, and performance incentives within the energy efficiency program, positive or negative impacts from changed variables are challenging to predict. Assuming that more incremental savings were cost-effective and achievement of those savings would have allowed The Narragansett Electric Company to stay within prudent spending parameters, customers participating in the program and funding the program would receive the benefit of all program savings, as captured. No negative impact for employees would arise from this outcome. If more incremental savings came at a higher cost, and budgets were exceeded, it would have been acceptable, but up to a point. Please see the response to the forthcoming data request Division 2-12 for more information.
- b) Please see the response to subpart (a), above.
- c) Under certain conditions, a deferral and a potential overstatement of savings could affect the achievement of the performance incentive in the next year. Please also refer to the response to the forthcoming data request Division 2-12.

Division 1-12

In PUC 5-4, the Company stated: “National Grid engaged two vendors to assist in administering the programs in Rhode Island and Massachusetts, an ‘incentive processor’ and a ‘field implementer.’ In the upstream delivery model, participating manufacturers agree to provide invoices accompanied by sales data on a monthly basis to the incentive processor. The incentive processor is responsible for review of the data for compliance with program requirements, and for submission of compliant invoices to National Grid for payment. Among other responsibilities, the field implementer is required to perform periodic onsite evaluations at retailer locations to assure program compliance.”

- a) For each year from 2012 through 2021, please identify the vendor(s) serving as the incentive processor and the field implementer and the amount of compensation paid to each entity for each year.
- b) Please indicate whether either the incentive processor or the field implementer for any year 2012-2021 was interviewed as part of the Company’s investigation. If so and there is a written summary of those interviews, please provide a copy of the report. If not, why not?
- c) Please identify whether the incentive processor or the field implementer engaged in email correspondence with Company personnel concerning the deferral or delay in processing invoices. If so, please provide a copy of each of these emails.
- d) Please provide copies of any contracts between the Company and the incentive processor and the field implementer for the years 2012-2021.
- e) When is the last time that the contracts for incentive processor and the field implementer went out to bid?

Response:

- a) Please refer to Attachment DIV 1-12(a).
- b) No incentive processors nor field implementers were interviewed as part of the review. The review performed by The Narragansett Electric Company (the “Company”) focused on whether out-of-period invoicing occurred beyond the Upstream Residential Lighting Programs and, if so, what effect it had. The Company determined that the practice had occurred through its review of program data.
- c) Yes, there were email messages between employees working for the Company and employees working for the incentive processor discussing deferred and delayed invoices. Please refer to Attachment DIV 1-12(c) (Confidential).

Division 1-12, page 2

- d) A total of 22 contracts with four main vendors are provided as Attachment DIV 1-12(d)(1) through (4). These vendor contracts had the Company and other National Grid USA affiliates as counterparties.
- e) The Company last invited bids for these roles in:
  - 1. Incentive processor for RI: Last bid in 2015 – EFI selected. Bids were invited in 2018; however, no vendor was awarded due to lack of eligible Request for Proposals responses. EFI renewed.
  - 2. Field implementer for RI (Lighting, Products & Gas Heating): Last bid in 2019 – TRC selected.
  - 3. Field implementer for RI (HVAC Electric): Last bid in 2015 – ClearRESULT selected.

REDACTED

Vendor Type	Vendor Name	2012	2013	2014
Incentive Processor		\$68,599	\$84,642	
Incentive Processor			\$16,771	\$121,140
Incentive Processor		\$759	\$828	\$828
Field Implementer			\$188,929	\$12,761
Field Implementer		\$178,317	\$24,565	
Field Implementer				\$195,096
Field Implementer				

Year						
2015	2016	2017	2018	2019	2020	2021
\$93,485	\$241					
\$18,125	\$52,275	\$38,175	\$47,187	\$57,204	\$47,841	\$41,108
\$263,198	\$262,813	\$241,203	\$209,840	\$295,064	\$25,567	
					\$215,575	\$99,357

To: [REDACTED]  
Cc: [REDACTED] d/b/a Rhode Island Energy  
From: [REDACTED] RIPUC Docket No. 22-05-EE  
Sent: Wed 1/15/2014 5:45:01 PM (UTC) REDACTED In Re: 2022 Annual Energy Efficiency Plan  
Subject: RE: 2014 Oil and Propane Weatherization payments Responses to the Division's First Set of Post-Decisional Data Requests  
Attachment DIV 1-12(c)  
Page 1 of 31

Awesome thank you.

---

**From:** [REDACTED]  
**Sent:** Wednesday, January 15, 2014 12:43 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: 2014 Oil and Propane Weatherization payments

Ok...I am on it...**RequestID: 00006918**

---

**From:** [REDACTED]  
**Sent:** Wednesday, January 15, 2014 12:18 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: 2014 Oil and Propane Weatherization payments

Theoretically yes, but some setup would be required first. We would need to create a new upload group that pointed to the new accounting string. If you want [REDACTED] to get started on this, please create a WRS ticket. Thanks.

- [REDACTED]

---

**From:** [REDACTED]  
**Sent:** Wednesday, January 15, 2014 12:13 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: 2014 Oil and Propane Weatherization payments

Hi [REDACTED],  
I believe we have the accounting strings for the OIL/Propane/Wood for the RGGI funds but no funds yet. (correct me if I am wrong on the accounting strings). Can [REDACTED] issue and upload the work packages for these into indemand and we just wait to pay them?

Thanks,  
[REDACTED]

---

**From:** [REDACTED]  
**Sent:** Wednesday, January 15, 2014 11:06 AM  
**To:** [REDACTED]  
**Subject:** 2014 Oil and Propane Weatherization payments

Hi [REDACTED]-thank you for the meeting yesterday. Learning that we are at 215% of our electric goal and 170% of gas for 2013 was the highlight of my day.

Just following up on the request to hold off on billing oil and propane weatherization (similar to last year) in 2014. Can you please check to see if we would still be able to upload and process the payments through indemand but you would just hold off on approving those individual invoices tied to that accounting string. Or if we need to hold off uploading until the money from the State is made available.

Thanks  
[REDACTED]

REDACTED



\*\*\*\*\*

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**To:** [Redacted]  
**Cc:** [Redacted]  
**From:** [Redacted]  
**Sent:** Tue 11/22/2016 8:10:04 PM (UTC)  
**Subject:** RE: EXT || RE: Email Blasts

Hi,

Yes, this is possible. How many customers should we e-mail the week of 11/28? How many customers should we e-mail the week of 12/5? Do we want to prioritize customers who we know have gas heating from us? Thanks so much for your help.

Happy Thanksgiving!

Sincerely,

[Redacted]

---

**From:** [Redacted]  
**Sent:** Tuesday, November 22, 2016 2:42 PM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** RE: EXT || RE: Email Blasts

Hi [Redacted],

Is [Redacted]'s request possible?

[Redacted]

---

**From:** [Redacted]  
**Sent:** Tuesday, November 22, 2016 2:28 PM  
**To:** [Redacted]  
**Cc:** [Redacted]  
**Subject:** EXT || RE: Email Blasts

Hi [Redacted].

We currently have a backlog of +/- 700 so we could use a little bump now. Do you think we could send out some emails the weeks of 11/28 and 12/5 to ensure full schedules then do the remainder after the new year? I feel like anything mailed out mid December is going to get trumped by holiday hustle and bustle.

[Redacted]

[Redacted]

---

**From:** [Redacted]  
**Sent:** Tuesday, November 22, 2016 2:09 PM

>>

**To:** [Redacted]  
**Subject:** [Redacted]

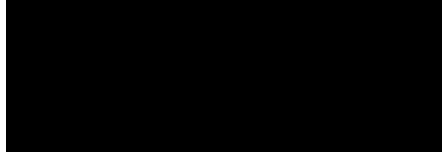
Hi [Redacted] & [Redacted],



RI Home Energy Assessment e-mails blasts were intended to go out in October and November, but there were issues with the data center and it took several weeks to get the e-mail list from the Data team. If we want to send them out, it would be the weeks of 11/28 and into December or we can save them and send in early 2017. I wanted to get an understanding of your current backlog and if it makes sense to wait since we may need to hold invoices. At the same time I want to make sure we have steady production lined up.

REDACTED

Thoughts?



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**To:** [REDACTED]  
**From:** [REDACTED]  
**Sent:** Thur 12/1/2016 4:47:11 PM (UTC)  
**Subject:** RE: EXT || RE: 2016 Final Savings for Rhode Island SBS

[REDACTED],  
REDACTED

No worries. We will be here in standby mode!

Regards,

---

**From:** [REDACTED]  
**Sent:** Thursday, December 01, 2016 11:46 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: EXT || RE: 2016 Final Savings for Rhode Island SBS  
**Importance:** High

Hold everything.....just got another email. We may be okay with the 2% but I have to wait to hear back for confirmation. Sheesh, wish they would make up their minds....Thanks

---

**From:** [REDACTED]  
**Sent:** Thursday, December 01, 2016 11:35 AM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: EXT || RE: 2016 Final Savings for Rhode Island SBS

Hi [REDACTED],

Looks like there is a strategy meeting going on in RI today and they are now telling me that they do not want me to exceed the 100% of goal and if possible to underspend doing it. I think we are okay there, but that would mean holding back on some projects on invoicing until after January 12<sup>th</sup> so that we can have them included in 2017 savings goal and spend.

Let me give you a call to discuss.

Thanks,

---

**From:** [REDACTED]

To: [REDACTED]  
Cc: [REDACTED]

Subject: EXT || RE: 2016 Final Savings for Rhode Island SBS [REDACTED]

[REDACTED],

We are managing to utilize the entire N Grid contribution budget of \$6,625,000 to exceed the 12,165 Net MWh goal by about 2%.

As of this morning, we were are tracking ~\$16,000 of incentive monies left to be utilized to capture an annual savings number near 12,400 Net MWh.

Anything beyond this that is currently in the started, scheduled or signed stages will be booked for 2017.

I am at my desk all day today and tomorrow if it's easier to talk through these final numbers.

Regards,

[REDACTED]

From: [REDACTED]

Sent: Thursday, December 01, 2016 10:21 AM

To: [REDACTED]  
Cc: [REDACTED]

Subject: 2016 Final Savings for Rhode Island SBS

Hi [REDACTED],

At this time, I have RISE at 12072 Net MWH, just shy of the 12165 goal. The most recent report I pulled I have projects in following status'. I was hoping you would be able to tell me of these, which ones do you think will be completed and invoiced by the December 16<sup>th</sup> date. I am trying to obtain a final % of goal and spend that the program will come in at.

I also want to mention that once invoicing is completed, we do not want to have any projects in or moved into the installation completed status after the 16<sup>th</sup> date, as this will accrue the monies/savings for these projects for 2016 spend/budget. Please let me know if you have any questions on this.

Vendor	Status	Data		
		Sum of NGrid Contrib	Sum of Net KW	Sum of Net MWH
RISE ENGINEERIN	Contract Signed	2038.05	0.76081	4.30784979
	Installation Scheduled	479020.34	201.06141	1258.025912
	Installation Started	200655.49	65.41849	476.1871074
	Paid	6487420.5	2231.42012	12071.59666
RISE ENGINEERING Total		7169134.38	2498.66083	13810.11753
Grand Total		7169134.38	2498.66083	13810.11753

Thank you,

[REDACTED]

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To: [REDACTED]	Message Score: 40	High (60): <span style="color: green;">Pass</span>
From: [REDACTED]	My Spam Blocking Level: Custom	Medium (75): <span style="color: green;">Pass</span>
		Low (90): <span style="color: green;">Pass</span>
	<a href="#">Block</a> <small>this sender</small>	Custom (65): <span style="color: green;">Pass</span>
	<a href="#">Block</a> <small>-----</small>	

*This message was delivered because the content filter score did not exceed your filter level.*

To: [REDACTED]  
From: [REDACTED]  
Sent: Fri 1/20/2017 1:37:50 PM (UTC)  
Subject: RE: EXT || Unpaid [REDACTED] Invoices

REDACTED

Ok no problem, thank you both!

[REDACTED]

From: [REDACTED]  
Sent: Friday, January 20, 2017 8:05 AM  
To: [REDACTED]  
Subject: RE: EXT || Unpaid [REDACTED] Invoices

Hi [REDACTED],

These should be all set. [REDACTED] is going to double check. Anytime you see payment pulled it means that we have paid it on our end and it is now processing in the financial system. The ones listed as payment complete should have already been received by you. We had to hold some invoices for year-end reasons but are back to the standard processing mode.

Thanks,

[REDACTED]

From: [REDACTED]  
Sent: [REDACTED]  
To: [REDACTED]  
Subject: EXT || Unpaid RISE Invoices

[REDACTED] & [REDACTED],

We have not been paid for the following invoices. Do you need any additional information from us in order to process?

In your system the invoice status's are listed as:

- 149986 payment completed 01/14/2017
- 149987 payment was pulled yesterday 01/18/2017
- 149988 payment was pulled yesterday 01/18/2017

What does Payment Pulled mean?

Thanks,

[REDACTED]

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To: [REDACTED]  
Cc: [REDACTED]  
From: [REDACTED]  
Sent: Thur 11/2/2017 5:13:53 PM (UTC)  
Subject: RE: EXT || FW: RI Invoicing

REDACTED

Not a problem thanks you too!

---

From: [REDACTED]  
Sent: Thursday, November 02, 2017 12:44 PM  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: EXTERNAL: RE: EXT || FW: RI Invoicing

Hi [REDACTED],  
They can submit by then – rumor is the deadline is sooner than expected for 2017 year end.  
I can hold them in our system until the January release, so they process in 2018.  
Many thanks for helping us with our budget change.

Enjoy the day  
|

---

From: [REDACTED]  
Sent: Thursday, November 02, 2017 11:42 AM  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: EXT || FW: RI Invoicing

Hi [REDACTED],  
If [REDACTED] submits their RI invoices for October and November on December 20<sup>th</sup> will that work or do you want them submitted later?

Thanks,  
[REDACTED]

---

From: [REDACTED]  
Sent: Wednesday, November 01, 2017 12:15 PM  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: [REDACTED]

Hi [REDACTED],  
Yes, we can hold off in submitting, to EFI, the NGRID RI invoices for October, November, and December sales.  
We plan to submit the October and November sales invoice by 12/20 and the December sales invoice by 1/20/17.  
Thanks.

[REDACTED]

---

From: [REDACTED]  
Sent: [REDACTED]

To: [REDACTED]  
Cc: [REDACTED]  
Subject: RE: RI Invoicing

REDACTED

Hi [REDACTED],

Can you please confirm you are able to accommodate the request below for RI?

Thanks,

[REDACTED]

---

Sent: Thursday, October 19, 2017 10:13 AM

To: [REDACTED] [REDACTED]  
Sub [REDACTED]  
Importance: High

Hi [REDACTED],

Thanks for the call this morning. As we discussed we're asking several lighting manufacturers who work with independents to hold off submitting their **National Grid RI invoices** (all programs) for the months of October, November and December until the end of this year (submit to EFI at the end of December, early January, submitting all months at once). This will allow National Grid to claim savings on these months towards next year's plan and reduce their spend in 2017. Please let me know if you are able to do this for all of your National Grid RI programs.

Thanks,

[REDACTED]

[REDACTED]

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To: [REDACTED]  
Cc: [REDACTED]  
From: [REDACTED]  
Sent: Thur 11/2/2017 7:55:53 PM (UTC)  
Subject: RE: EXT || RE: Hold all Custom Gas Payments in RI please

Hi [REDACTED],

Please push completed apps as far as you can without initiating the sales rep's "create payment" task. I think you can move to Post Inspection Complete status and then ask [REDACTED] not to complete his QA review task until we know we want to pay that app.

I'll set up some time for us to talk next week.  
Thanks so much!

---

From: [REDACTED]  
Sent: Thursday, November 02, 2017 12:58 PM  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: RE: EXT || RE: Hold all Custom Gas Payments in RI please

Does [REDACTED] and [REDACTED] NEED their checks this year?

[REDACTED] sent a note to his sales team to find out what must be paid this year.

---

From: [REDACTED]  
Sent: [REDACTED]  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: EXT || RE: Hold all Custom Gas Payments in RI please

FYI

We've been pushing on the [REDACTED] and [REDACTED] may have an EOY payout.

[REDACTED] (#1 Child – 85,242 and #2 – 68565) and [REDACTED] (14,897 Therms).

[REDACTED] will hold on closing anything else in RI until we hear back.

Thanks,

[REDACTED]

---

From: [REDACTED]  
Sent: Thursday, November 02, 2017 12:29 PM  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: [REDACTED]

We need to pay the [REDACTED] .... I will ask the team what if anything else

---

From: [REDACTED]  
Sent: Thursday, November 02, 2017 12:27 PM  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: [REDACTED]  
Importance: High

I am working on figuring out how to maximize the shareholder incentive. Please do not pay anymore custom apps (including radiator traps).

Here is what it looks like right now...

- We are targeting to reach 110% of the C&I SECTOR savings and 100% spend. That makes the SECTOR's target 2,744,799 and makes remaining to pay 1,286,219.
- That said, we have forecasts from other C&I programs (I need to make sure these are still current) that leaves another 121,995 left to pay. Leaving a remaining balance of 1,164,224 to come from Custom.
- We have SOLD 1,159,146 in savings from these (prescriptive/custom hybrid) radiator traps and have another 139,688 UNSOLD, which totals to 1,298,834. Paying those will put us just a little over the 110% target. No biggie.

**What do we HAVE TO pay out to customers this year?**

If we pay all of the rad traps, all of the other C&I program forecasts, and [REDACTED] we will hit 120% and I am pretty sure we don't want to do that.

So please don't pay anything else until we can figure this out together.

Thanks, [REDACTED]

		11/2/2017		110%
	Filed Goal	Paid	%P	Target
<b>C&amp;I Total</b>	2,495,272	1,458,580	58%	2,744,799
<b>Row Labels</b>	<b>Sum of Total Therms</b>			<b>forecasts</b>
<b>Lower</b>		261,400		Presc-no Rep
DHW flow reducer (aerator, showerhead, spray nozzle, etc.)		5,380		Upstream/POS
Furnace - All		741		Codes & BOC
Heat recovery - Seasonal		1,533		C&I Multi Family
Hood Controls		1,706		SBS/DI
HVAC Controls and EMS		19,863		<b>savings from others</b>
HVAC Equipment		9,089		
Other		39,855		<b>remaining</b>
Pipe Insulation		2,556		
Process - Laundry		1,691		
Roof/Wall/Floor/Basement/building other Insulation		116		Rad Traps Upper
StreamTrap_Pres		139,688		Rap Traps L
Verified Savings Project		39,181		<b>total Rap Traps</b>
<b>Upper</b>		1,748,334		<b>remaining</b>
Advanced Buildings		861		
Comprehensive Design		6,979		
Heat recovery - All		9,636		
Heat recovery - Seasonal		4,267		<b>what do we HAVE</b>
HVAC Controls and EMS		42,474		Brown SEMP
HVAC Equipment		12,538		<b>remaining</b>
Non-Condensing Boiler - All		17,481		
Other		127,282		
Pipe Insulation		19,840		<b>total if paid all above</b>
Process - Laundry		8,331		
Process Equipment/Controls		20,921		
Retro-commissioning/Tune-up/Optimization		64,257		
Roof/Wall/Floor/Basement/building other Insulation		117,730		
Steam Trap Repair or Replacement		136,590		
StreamTrap_Pres		1,159,146		

REDACTED

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To: [REDACTED]  
 From: [REDACTED]  
 Sent: Thur 11/9/2017 5:54:56 PM (UTC)  
 Subject: EXT || RE: Gas Savings Goal

Responses to the Division's First Set of Post-Decisional Data Requests  
 Attachment DIV 1-12(c)  
 Page 15 of 31

REDACTED

Yes. We will earmark all new opportunities for 2018.

In the numbers below, we had a project drop in that came off of a non-part follow up (so we did not have this in the pipeline reporting previously.) This was nearly 8,000 therms!

Regards,

[REDACTED]

From: [REDACTED]  
 Sent: Thursday, November 09, 2017 10:51 AM  
 To: [REDACTED]  
 Subject: Gas Savings Goal

Hi [REDACTED],

I was looking at the numbers today and see that [REDACTED] has exceeded the gas goal of 38,212 Net Annual Therms by quite a bit with what is in the pipeline. Where I only forecasted to meet the original goal and even requested a slight reduction in 2018 numbers, I'd like to ask that we start holding back or pulling back on doing any further gas measures for 2017? Maybe anything new that comes in can be installed in early 2018 and we can start the year with a nice cushion?

			Data	
Vendor	State	Status	Sum of NG Contribution	Sum of Annual Net Therm Savings
RISE ENGINEERING	RI	Contract Signed	240.79	444.06043
		Installation Scheduled	1439.42	2085.819
		Installation Started	15760.67	18263.18817
		Invoiced	2567.12	4064.20948
		Paid	23222.08	26689.68081
		RI Total		43230.08
RISE ENGINEERING Total			43230.08	51546.95789
(blank)	(blank)	(blank)		
(blank) Total				
Grand Total			43230.08	51546.95789

Thanks,

[REDACTED]

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The Narragansett Electric Company  
d/b/a Rhode Island Energy

RIPUC Docket No. 22-05-EE

In Re: 2022 Annual Energy Efficiency Plan

Responses to the Division's First Set of Post-Decisional Data Requests

REDACTED

Attachment DIV 1-12(c)

Page 16 of 31

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To: [REDACTED]  
From: [REDACTED]  
Sent: Thur 11/8/2018 1:27:51 PM (UTC)  
Subject: EXT || RE: RNC Spending

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-05-EE  
In Re: 2022 Annual Energy Efficiency Plan  
Responses to the Division's First Set of Post-Decisional Data Requests  
Attachment DIV 1-12(c)  
Page 17 of 31

[REDACTED], REDACTED

Quick question, do you have the total gas and electric goals, and where we are to goal for both? You included that info for C&S below and I was curious about New Con too.

The 200 units is mostly made up of three big projects – two all electric 45 unit projects, and one 84 unit gas project. I will run some analysis on those to see what the savings are.

Thanks.

[REDACTED]  
[REDACTED]

---

From: [REDACTED]  
Sent: Wednesday, November 7, 2018 8:27 AM  
To: [REDACTED]  
Subject: RE: RNC Spending

Hi [REDACTED],  
Trying to get some perspective for my acting manager on budget and savings....

If I recall on our previous communication Gas spend was projected to \$90K Electric at \$115K with a total of 200 units .

To digest the numbers, I would ask if you can give a breakdown

Gas/Elec in unit with associated savings to help determine how much to defer to next year

My own estimate is this

**Gas YTD Savings:** 21,794 Monthly average: 2,179.4 additional 2 months: 4,358.8

C&S: 9,558 total yearend: 37,890.2 which is 122% over goals of 31,170

Electric YTS: 415,430 Monthly average: 41,543 additional 2 months: 83,086

C&S: 167 total yearend: 706.629 which is 114% over goals of 619 MWH

Please give your perspective.

Thanks,  
[REDACTED]

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**To:** [REDACTED]  
**Cc:** [REDACTED]  
**From:** /o=exchangelabs/ou=exchange administrative group  
(fydibohf23spdlt)/cn=recipients/cn=03d11dfb833343ea9a28abed84caa97d-aconell  
(fydibohf23spdlt)/cn=recipients/cn=03d11dfb833343ea9a28abed84caa97d-aconell]  
**Sent:** Wed 2/6/2019 4:12:05 AM (UTC)  
**Subject:** RE: Best Buy TV Overages and Extension approval

REDACTED  
In Re: 2022 Annual Energy Efficiency Plan  
Responses to the Division's First Set of Post-Decisional Data Requests  
Attachment DIV 1-12(c)  
Page 19 of 31

Thanks [REDACTED].  
1. I will not pay for Nov. or Dec. Best Buy overages.  
2. Yes, I will pay for RI December invoice to be counted toward 2013.  
3. Yes, I approve

---

**From:** [REDACTED]  
**Sent:** Thursday, January 10, 2013 12:56 PM  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Best Buy TV Overages and Extension approval  
**Importance:** High

Hi [REDACTED],  
National Grid's MA Best Buy program ended on 5/31 and RI's program ended on 11/30. You have a few options to consider.

1. For MA, If you would like to take credit for November and December sales, Novembers units are \$69,480 or 3,474 5.3 units and Decembers units are \$73,880 or 3,694 5.3 units. You can chose to reject these both of these overages, pay for November or pay for both November and December. November and December would count towards 2013's goals, 5.3 units only.
2. The RI program did not have any overages, however the program did end on 11/31. Would you like to accept the December invoice of \$14,400 which is 1,440 5.3 units?
3. Last question, do you approve of the attached 2013 extension for this program 1/1-2/28? I had funding of \$200k for MA and \$40k for RI. This includes 5.3 models and Top 10 models.

Hopefully this is not too confusing, I know I was confused at first, please let me know if you have any questions or would like to have a call to review.

Thanks,  
[REDACTED]

**Office:** [REDACTED]

---

**From:** [REDACTED]  
**Sent:** Thursday, January 10, 2013 11:57 AM  
**To:** [REDACTED]  
**Subject:** Re: FW: EXTERNAL: Best Buy November and December Pre-Processing (2010-652)



Here are replacement charts (monthly expected payments as well as overall budget). The only change is that they now include valid ESTAR amounts for NGRID MA for November and December.

<b>Best Buy November</b>			
<b>Sponsor</b>	<b>Requested</b>	<b>Valid (E-Star 5.3)</b>	<b>Invalid Models</b>
CLC	\$10,800	\$6,720	\$4,080
NSTAR	\$102,400	\$64,740	\$37,660
WMECO	\$12,460	\$8,120	\$4,340
UNITIL	\$2,000	\$1,320	\$680
NGRID MA	\$107,660	\$69,480	\$38,180
NGRID RI	\$18,330	\$11,820	\$6,510
<b>Totals</b>	<b>\$253,650</b>	<b>\$162,200</b>	<b>\$91,450</b>
%	100%	63.9%	36.1%

<b>Best Buy December</b>			
<b>Sponsor</b>	<b>Requested</b>	<b>Valid (E-Star 5.3)</b>	<b>Invalid Models</b>
CLC	\$11,100	\$7,920	\$3,180
NSTAR	\$88,760	\$66,860	\$21,900
WMECO	\$13,000	\$10,200	\$2,800
UNITIL	\$1,400	\$940	\$460

NGRID MA	\$97,540	\$73,880	\$23,660
NGRID RI	\$19,170	\$14,400	\$4,770
<b>Totals</b>	<b>\$230,970</b>	<b>\$174,200</b>	<b>\$56,770</b>
%	100%	75.4%	24.6%

REDACTED

Totals	Amen d. 24 Fund ing	Jan \$ Grant ed	Feb \$ Grant ed	Mar ch \$ Grant ed	April \$ Grant ed	May \$ Grant ed	June \$ Grant ed	July \$ Grant ed	Augus t \$ Grant ed	Septem ber \$ Granted	Octob er \$ Grant ed	Novem ber \$ to be Granted	Rema ing \$ (expi 11/30)
NGRID RI	\$86,910	\$8,840	\$8,370	\$8,000	\$6,580	\$5,120	\$0	\$0	\$0	\$5,420	\$6,970	\$11,820	\$25,770
NGRID MA	\$158,440	\$46,280	\$40,840	\$37,080	\$34,240	\$0	\$0	\$0	\$0	\$0	\$0	\$69,480	(\$69,480)
NSTAR	\$235,800	\$46,680	\$43,580	\$38,860	\$36,560	\$0	\$0	\$0	\$0	\$32,560	\$37,560	\$64,740	(\$64,740)
CLC	\$30,160	\$5,060	\$4,620	\$3,960	\$4,500	\$4,020	\$0	\$0	\$0	\$3,680	\$4,320	\$6,720	(\$6,720)
WMECO	\$45,620	\$6,260	\$5,620	\$6,120	\$4,040	\$3,580	\$0	\$0	\$0	\$3,260	\$3,940	\$8,120	\$4,000
UNITIL	\$8,000	\$980	\$920	\$760	\$860	\$540	\$680	\$360	\$560	\$400	\$720	\$1,320	(\$1,320)

Thanks,

[Redacted Signature]

On 1/10/2013 8:43 AM, [Redacted] wrote:

What was the valid ESTAR for NGRID MA in November and December? Do you have this readily available?

Thanks,

[Redacted Signature]

From: [Redacted]  
Sent: [Redacted]

**To:** ██████████  
**Subject:** EXTERNAL: Best Buy November and December Pre-Processing (2010-652)

REDACTED

We have pre-processed Best Buy's November and December sales data, and here are the forecasted numbers (As NGRID MA is not actively participating in the program at this time, all NGRID MA transactions have been grouped in the Invalid column. If they change their mind, please let me know).

The pending payments for November alone will cause overages for NSTAR, CLC, and UNITIL. If the December amounts are issued as well, WMECO will go over too. If the sponsors want to increase funding to accommodate these payments please send an amendment, and if not please let me know.

<b>Best Buy November</b>			
<b>Sponsor</b>	<b>Requested</b>	<b>Valid (E-Star 5.3)</b>	<b>Invalid Models</b>
CLC	\$10,800	\$6,720	\$4,080
NSTAR	\$102,400	\$64,740	\$37,660
WMECO	\$12,460	\$8,120	\$4,340
UNITIL	\$2,000	\$1,320	\$680
NGRID MA	\$107,660	\$0	\$107,660
NGRID RI	\$18,330	\$11,820	\$6,510
<b>Totals</b>	<b>\$253,650</b>	<b>\$92,720</b>	<b>\$160,930</b>
%	100%	36.6%	63.4%

<b>Best Buy December</b>			
<b>Sponsor</b>	<b>Requested</b>	<b>Valid (E-Star 5.3)</b>	<b>Invalid Models</b>
CLC	\$11,100	\$7,920	\$3,180
NSTAR	\$88,760	\$66,860	\$21,900
WMECO	\$13,000	\$10,200	\$2,800

UNITIL	\$1,400	\$940	\$460
NGRID MA	\$97,540	\$0	\$97,540 REDACTED
NGRID RI	\$19,170	\$14,400	\$4,770
<b>Totals</b>	<b>\$230,970</b>	<b>\$100,320</b>	<b>\$130,650</b>
%	100%	43.4%	56.6%

Totals	Amend . 24 Funding	Jan \$ Grant ed	Feb \$ Grant ed	March \$ Grant ed	April \$ Grant ed	May \$ Grant ed	June \$ Grant ed	July \$ Grant ed	August \$ Grant ed	September \$ Granted	October \$ Grant ed	November \$ to be Granted	Remaining \$ (exp 11/3
NGRID RI	\$86,910	\$8,840	\$8,370	\$8,000	\$6,580	\$5,120	\$0	\$0	\$0	\$5,420	\$6,970	\$11,820	\$25,
NGRID MA	\$158,440	\$46,280	\$40,840	\$37,080	\$34,240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
NSTAR	\$235,800	\$46,680	\$43,580	\$38,860	\$36,560	\$0	\$0	\$0	\$0	\$32,560	\$37,560	\$64,740	(\$64,
CLC	\$30,160	\$5,060	\$4,620	\$3,960	\$4,500	\$4,020	\$0	\$0	\$0	\$3,680	\$4,320	\$6,720	(\$6,7
WMECO	\$45,620	\$6,260	\$5,620	\$6,120	\$4,040	\$3,580	\$0	\$0	\$0	\$3,260	\$3,940	\$8,120	\$4,
UNITIL	\$8,000	\$980	\$920	\$760	\$860	\$540	\$680	\$360	\$560	\$400	\$720	\$1,320	(\$1,

Thanks,



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The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-05-EE

In Re: 2022 Annual Energy Efficiency Plan

Responses to the Division's First Set of Post-Decisional Data Requests

Attachment DIV 1-12(c)

Page 24 of 31

REDACTED

**To:** [REDACTED]  
**Cc:** [REDACTED]  
**From:** [REDACTED]  
**Sent:** Fri 5/31/2019 2:03:27 AM (UTC)  
**Subject:** RE: November Invoice

(fydibohf23spdlt)/cn=recipients/cn=d4b326dff7414d7e9860cb4034e531fe-diagail/o=exchangeadmini...  
(fydibohf23spdlt)/cn=recipients/cn=d4b326dff7414d7e9860cb4034e531fe-diagail  
In Re: 2022 Annual Energy Efficiency Plan  
Responses to the Division's First Set of Post-Decisional Data Requests  
Attachment DIV 1-12(c)  
Page 25 of 31

Hi [REDACTED],  
After review of the year to date spending , we realized that we are already above the program spending limit. It's unfortunate, but at this time we cannot accept any more payment between now and December.  
Please next year track gas and electric spending separately. Since you never mentioned the electric spending , I thought we have enough money and wasn't concerned at all , I would very much apologize

Thanks,  
[REDACTED]

---

**From:** [REDACTED]  
**Sent:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** November Invoice

Hi [REDACTED],  
It was good to see you yesterday. We certainly covered a lot of topics! I did want to confirm whether we can submit a November invoice with the following amounts:  
  
Electric: \$81K  
Gas: \$34K  
Grace Church: \$15K

If there is the possibility of additional funding beyond the amounts listed above please let me know and I can put together an estimate for December.

Thank you.  
[REDACTED]

[REDACTED]

**To:** [Redacted] agansett Electric Company  
[Redacted] d/b/a Rhode Island Energy  
[Redacted] RIPUC Docket No. 22-05-EE  
**From:** [Redacted] In Re: 2022 Annual Energy Efficiency Plan  
(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=TERRY[E] Responses to the Division's First Set of Post-Decisional Data Requests  
**Sent:** Fri 12/7/2018 3:35:50 PM (UTC) Attachment DIV 1-12(c)  
**Subject:** RE: EXT || RE: RI Lighting and Products Year End Plans Discussion Page 26 of 31

Thanks so much, [Redacted]!

For RI Lighting, would it be possible to invoice us for approximately \$515,000? (up to a maximum of \$525,000)

We can pay that for 2018.

Then, can you invoice us for the balance later?

We will continue to monitor the portfolio and see if there is any more we can pay in 2018.

Please provide a Tableau update as soon as you can.

Thanks!

[Redacted]

---

**From:** [Redacted]  
**Sent:** Thursday, December 06, 2018 2:11 PM  
**To:** [Redacted]  
**Su**

Hello,

Below are EFI's action items from yesterday's call as well as updates from today.

- EFI to provide a pending dollar amount for RI lighting invoices  
Update: \$1,232,528.91 pending as of this morning. Please let us know if it is OK for EFI to include this amount in the next closing scheduled for the week of 12/17
- EFI to provide an update on Tableau data issues  
Update: issue was escalated with our CIO and I can confirm that IT is actively working on it (i.e.: MOU name fields that were missing have already been corrected). I should have an update for you by COB tomorrow.
- EFI to provide confirmation if NULL values in data file affect reporting to the PAs  
Update: although we can confirm that EFI is up to date in releasing payment and that the NULL values in the check run field are a reporting issue, I cannot confirm that disregarding the field will provide accurate reporting. As mentioned above, IT is actively working on the NULL values and I should have an update for the group by COB tomorrow.

Thank you,

[Redacted]

[Redacted]

---

**From:** [Redacted]  
**Sent:** Wednesday, December 05, 2018 10:01 AM  
**To:** [Redacted]  
**Subject:** RE: RI Lighting and Products Year End Plans Discussion

Hi all,

We have reviewed the portfolio.

REDACTED

We have determined that EFI should submit all lighting and products invoices. I will pay as many of them as I can. The rest will be accrued.

I look forward to discussing more at 11:00.

Thanks!



-----Original Appointment-----

**From:** [Redacted]  
**Sent:** Wednesday, November 14, 2018 9:19 AM  
**To:** [Redacted]  
**Subject:** RI Lighting and Products Year End Plans Discussion  
**When:** Wednesday, December 05, 2018 11:00 AM-11:30 AM (UTC-05:00) Eastern Time (US & Canada).  
**Where:** Dial in 1-866-662-9987; participant code - 88459293

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For the registered information on the UK operating companies within the National Grid group please use the attached link: <https://www.nationalgrid.com/group/about-us/corporate-registrations>



**To:** [REDACTED]  
**Cc:** [REDACTED]  
**From:** [REDACTED] /o=exchangelabs/ou=exchange administrative group  
**Sent:** Sun 6/2/2019 7:39:09 AM (UTC)  
**Subject:** RI ; Gas/LI

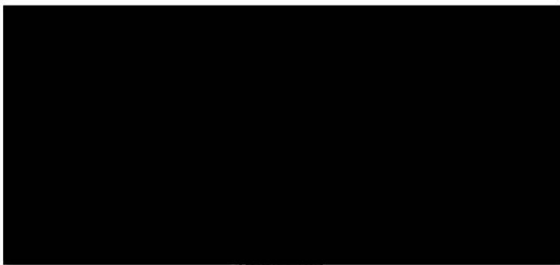
Good Morning Gentlemen,

There are some concerns with the numbers coming in for Gas in Rhode Island, at the overall portfolio level. Not our program, but how the line items for all roll up. Since we are so successful... 😊

With the addition of the [REDACTED] project for [REDACTED], we really need to scrub the numbers as far as what we can/should pay through year end to keep us in check and not go over our stretch goals. Specifically in the Low Income sector. With the numbers you shared yesterday, we are going to be really close to going over those lines.

Things being discussed – holding some invoices for payment until January, to allow the invoices to accrue, but not physically be paid until 2019. Hand picking projects to be paid, to be held. This is all still under discussion, but wanted to provide a heads up to you so we can start to think about this, should we be asked to do so. Example ; if we have to have the [REDACTED] project in, is there something we should shuffle out to next year? Etc..

Let me know if you have any questions, concerns, more to come as we move things along.  
Thank you!



Please consider the environment before printing this email.  
Advance notice of vacation: November 26, 2018

To: [REDACTED] REDACTED  
From: [REDACTED]  
(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=8AC7326B5ED74B9EA7D746520ADE838B-TERRY]  
Sent: Wed 1/13/2021 8:12:37 PM (UTC)  
Subject: RE: EXT || RE: Energy Star Products Invoice #187200 for State :RI is now submitted

Hi [REDACTED],

Since it was not accrued, I will pay it next week and it will hit 2021.

Thanks!

[REDACTED]

-----Original Message-----

From: [REDACTED]  
Sent: Wednesday, January 13, 2021 3:11 PM  
To: [REDACTED]  
Subject: EXT || RE: Energy Star Products Invoice #187200 for State :RI is now submitted

This is a really large appliance invoice, definitely out of volume compared to what we expected, there was only 30K accrued for products in NECO so I'm not sure if we should include it for 2020. We can if you'd like, but ultimately your call!

[REDACTED]

-----Original Message-----

From: [REDACTED]  
Sent: Wednesday, January 13, 2021 3:04 PM  
To: [REDACTED]  
Subject: FW: Energy Star Products Invoice #187200 for State :RI is now submitted

Hi [REDACTED],

This is the only other one I have a question on. Should this be 2020 or 2021?

Was it accrued?

Thanks!

[REDACTED]

-----Original Message-----


From: [REDACTED]  
Sent: Wednesday, January 13, 2021 11:29 AM  
To: [REDACTED]  
Cc: [REDACTED]  
Subject: Energy Star Products Invoice #187200 for State :RI is now submitted

Hi,

The invoice #187200 for amount \$160901.0 of Energy Star Products program has been now submitted and is ready for your attention.

Thanks,

REDACTED



PS: This is an auto-generated email from the system and was sent for your information.  
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Page<<https://www1.nationalgridus.com/ContactUs>> (accessed by clicking on the appropriate link)

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For the registered information on the UK operating companies within the National Grid group please use the attached link: <https://www.nationalgrid.com/group/about-us/corporate-registrations>

**To:** [REDACTED]  
**From:** [REDACTED]  
(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN [REDACTED]  
**Sent:** Tue 12/20/2016 8:05:28 PM (UTC)  
**Subject:** FW: savings info as of today

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-05-EE  
In Re: 2022 Annual Energy Efficiency Plan  
Responses to the Division's First Set of Post-Decisional Data Requests  
Attachment DIV 1-12(c)  
Page 31 of 31

REDACTED

FYI

---

**From:** [REDACTED]  
**Sent:** Tuesday, December 20, 2016 2:15 PM  
**To:** [REDACTED]  
**Subject:** savings info as of today

- RI MF elec - 3810 Annual MWh or 94%
- RI MF IE elec - 3161 Annual MWh or 112% (FINAL - I am holding numerous invoices)
- RI MF Gas - 115,444 Annual Therms or 67%
- RI MF IE Gas - 148,358 Annual Therms or 74%
- RI MF Comm Gas - 116,125 Annual Therms or 122% (FINAL - I am holding an invoice)

[REDACTED]

**AMENDMENT NO.2**  
**AGREEMENT BETWEEN**  
**NATIONAL GRID**  
**AND**  
**BLACKHAWK ENGAGEMENT SOLUTIONS (MD), INC.**

This Agreement, made and entered into on the date when signed by the party signing last in time, by and between



The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280 Melrose Street, Providence, Rhode Island 02907; each a National Grid company (the "National Grid Companies" and each, individually, a "National Grid Company") (Purchaser);(hereinafter the "Company"), and Blackhawk Engagement Solutions (MD), Inc. (f/k/a Parago Services Corp., f/k/a Helgeson Enterprises, Inc.) ("Consultant") having its office and principal place of business at 4461 White Bear Parkway, White Bear Lake, Minnesota 55110 (hereinafter referred to as "Consultant") (together the "Parties") for the Services identified as:

**REBATE PROCESSING, CALL CENTER AND CATALOG FULFILLMENT**

**For National Grid's Energy Efficiency Programs, in [REDACTED] Rhode Island in accordance with the scopes of work defined in this Agreement between the parties.**

**Scope 4: Gas Networks High Efficiency Equipment [REDACTED] Rhode Island)**

**Scope 5: Cool Smart Residential HVAC Equipment Program ([REDACTED] Rhode Island)**

**THEREFORE, the Parties agree to amend this Agreement as follows:**

1. Pursuant to Article 10 of the Consultant Services Agreement, the parties hereby mutually agree to extend the term of the agreement until March 31, 2016, with the option to renew for one (1) additional year.
  
2. All other contract documents and contract schedules (listed below) remain applicable and valid throughout this contract amendment.
  - Schedule A: National Grid USA and Affiliated Companies Terms and Conditions for Services, Document No. 00300 (rev.2 6/25/09)
  - Schedule B: Non Disclosure Agreement (rev. 05/18/10)
  - Schedule C: Background Check Requirements dated 07/21/10
  - Schedule D: Service Level Agreements and Key Performance Indicators
  - Schedule E: National Grid Scopes of Services
  - Schedule F: Helgeson Scopes of Services
  - Schedule G: Price Schedules
  - Schedule H: Implementation plans

IN WITNESS WHEREOF, each Party hereto has duly executed this Amendment.

**Blackhawk Engagement Solutions (MD), Inc.**

**National Grid Companies**  
(as listed above)

Signature: Talbot Roche

Signature: Stephen Peltier

Name: Talbot Roche

Name: Stephen M. Peltier, Jr.

Title: President

Title: Buyer - Energy Efficiency

Date: 7/27/15

Date: July 28, 2015

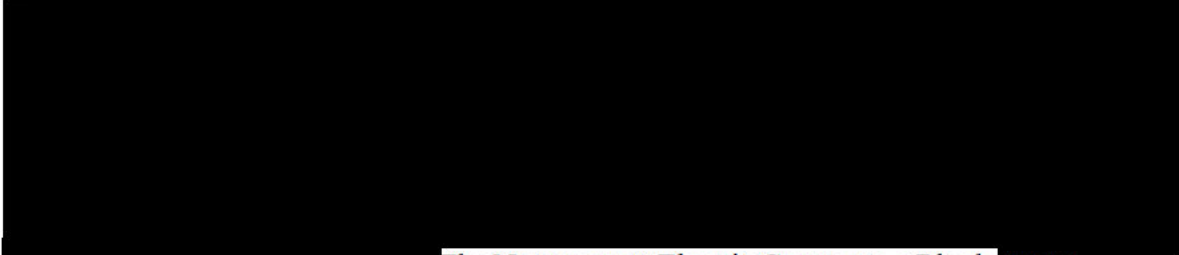
**Attachments:**

REDACTED



**Amendment Number Three to Services Agreement**  
**Rebate Processing, Call Center & Catalog Fulfillment**

Amendment Number Three to the Blackhawk Engagement Solutions (MD), Inc. Services Agreement, dated as of December 17, 2018 (the "**Amendment**"), by and between



The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280 Melrose Street, Providence, Rhode Island 02907, each a National Grid company (the "National Grid Companies" and each, individually, a "National Grid Company") (Purchaser);(hereinafter the "Company"), and Blackhawk Engagement Solutions (MD), Inc. (f/k/a Parago Services Corp., f/k/a Helgeson Enterprises, Inc.) ("Consultant") having its office and principal place of business at 4461 White Bear Parkway, White Bear Lake, MN 55110 (hereinafter referred to as "Consultant") (together the "Parties")for the Services identified as: Rebate Processing, Call Center and Catalog Fulfillment for National Grid's Energy Efficiency Programs in Rhode Island.

**RECITALS**

WHEREAS, the Parties have entered into a Consultant Service Agreement, dated as of July 27, 2015 amended and restated, supplemented or otherwise modified from time to time in accordance with its provisions/such agreement has been amended by the "**Existing Agreement**";

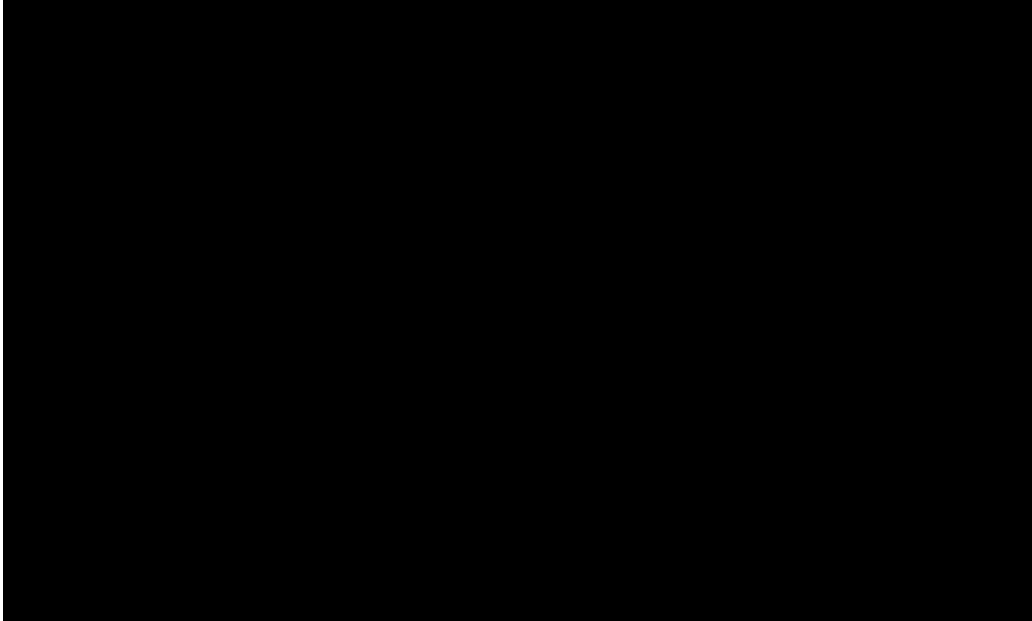
WHEREAS, the Parties hereto desire to amend the Existing Agreement to Amendment 3 on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

(i) Pursuant to ARTICLE 10 of the Existing Agreement, the parties hereby mutually agree to extend the term of the Agreement until **September 30, 2019**.

(b) Termination of services to the Rhode Island customers effective **January 1, 2019**, excluding transitional services.



3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective on the date first written above, **January 1, 2019** (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

4. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

5. Miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the States of MA and RI, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

REDACTED

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**NATIONAL GRID COMPANIES**

Boston Gas Company  
Colonial Gas Company  
Massachusetts Electric Company  
Nantucket Electric Company  
The Narragansett Electric Company  
National Grid Company

By \_\_\_\_\_ Digitally signed by: denise.  
delaney@nationalgrid.com  
DN: CN = denise.  
delaney@nationalgrid.com  
Date: 2019.03.27 17:45:10 -04'00'  
Name: Denise Delaney  
Title: Strategic Sourcing Specialist

**Blackhawk Engagement  
Solutions (MD), Inc.**

DocuSigned by:  
*Bill Warshauer*  
By \_\_\_\_\_  
FED10B0DE2AC47A...  
Name: Bill warshauer  
Title: VP Sales


**AMENDMENT NO.3**  
**AGREEMENT BETWEEN**  
**NATIONAL GRID**  
**AND**  
**BLACKHAWK ENGAGEMENT SOLUTIONS (MD), INC.**

This Agreement, made and entered into on the date when signed by the party signing last in time, by and between



The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280 Melrose Street, Providence, Rhode Island 02907; and each a National Grid company (the "National Grid Companies" and each, individually, a "National Grid Company") (Purchaser);(hereinafter the "Company"), and Blackhawk Engagement Solutions (MD), Inc. (f/k/a Parago Services Corp., f/k/a Helgeson Enterprises. Inc.) ("Consultant") having its office and principal place of business at 4461 White Bear Parkway, White Bear Lake, MN 55110 (hereinafter referred to as "Consultant") (together the "Parties") for the Services identified as:

**REBATE PROCESSING, CALL CENTER AND CATALOG FULFILLMENT**

**For National Grid's Energy Efficiency Programs in Rhode Island**   
accordance with the scopes of work defined in this Agreement between the parties.



**Scope 4: Gas Networks High Efficiency Equipment (Rhode Island Only)**

**Scope 5: Cool Smart Residential HVAC Equipment Program (Rhode Island Only)**

THEREFORE, the Parties agree to amend this Agreement as follows:

1. Pursuant to Article 10 of the Consultant Services Agreement, the parties hereby mutually agree to extend the term of the agreement from March 31, 2016 to March 31, 2017, with the option to renew for two (2) additional, one (1) year extensions.
2. Massachusetts is no longer part of Scope 4 or Scope 5, this scope is included in Amendment 2 and will expire on March 31, 2016. Only Rhode Island and New York are included in this extension.
3. Amending contract to include Schedule I: Scope of Work and Pricing dated 3/15/2016, attached hereto as Attachment 1.
4. All other contract documents and contract schedules (listed below) remain applicable and valid throughout this contract amendment.

- Schedule A: National Grid USA and Affiliated Companies Terms and Conditions for Services, Document No. 00300 (rev.2 6/25/09)
- Schedule B: Non Disclosure Agreement (rev. 05/18/10)
- Schedule C: Background Check Requirements dated 07/21/10
- Schedule D: Service Level Agreements and Key Performance Indicators
- Schedule E: National Grid Scopes of Services
- Schedule F: Helgeson Scopes of Services
- Schedule G: Price Schedules
- Schedule H: Implementation plans

IN WITNESS WHEREOF, each Party hereto has duly executed this Amendment.

Blackhawk Engagement Solutions (MD), Inc.

National Grid Companies  
(as listed above)

Signature: [Handwritten Signature]  
Name: Steve Dransky  
Title: GM  
Date: 4/4/2016

Signature: [Handwritten Signature]  
Name: Stephen M. Peltier, Jr.  
Title: Buyer – Energy Efficiency  
Date: April 5, 2016

REDACTED

**Attachment 1**  
Schedule I: Scope of Work and Pricing dated 3/15/2016



REDACTED

## SERVICES AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time,  
by and between [REDACTED]

[REDACTED] and  
The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280  
Melrose Street, Providence, Rhode Island 02907; each a National Grid company (collectively  
referred to herein as the "National Grid Companies" and each, individually, a "National Grid  
Company") (Purchaser); and Conservation Services Group, Inc. (CSG)(Service Firm), having its  
principal place of business at 40 Washington St. Westborough, MA 01581 for the Services  
identified as:

### **NATIONAL GRID USA COMPANIES: MA, RI LEAD VENDOR TO MANAGE THE COOLSMART PROGRAM**

**Purchase Order No.** [REDACTED] 0000150959 (RI)

#### ARTICLE 1 - SCOPE OF SERVICES

The Service Firm hereby agrees to provide all materials, equipment, apparatus, tools, labor,  
services and facilities and everything incidental, requisite and proper to perform the Lead Vendor  
role in the CoolSmart program for residential customers ("Work") on an as-needed basis in  
various locations throughout Massachusetts and Rhode Island, all in accordance with this  
Agreement (as defined below) and its attachments, including without limitation any relevant  
Purchase Order(s) issued hereunder.

#### ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, including all attached schedules, appendices, exhibits or other  
attachments thereto, are incorporated by reference as if fully set forth herein. All component parts,  
hereinafter referred to collectively and individually as the "Contract Documents" or "Agreement",  
are intended to be complementary and contain the entire agreement between the parties. In the  
event of conflict between the documents, they are listed in descending order of precedence.

REDACTED

1. Schedule A: Supplemental conditions (If any)
2. Schedule B: National Grid USA and Affiliated Companies Terms and Conditions for Services, Document No. 00300 (rev.2 6/25/09)
3. Schedule C: Non Disclosure Agreement (rev. 05/18/10)
4. Schedule D: Background Check Requirements dated 07/21/10
5. Schedule E: National Grid Scope of Services
6. Schedule F: Conservation Services Group Scope of Services
7. Schedule G: Price Schedule
8. Schedule H: National Grid Safety Policy
9. Schedule I: National Grid Environmental Policy

### ARTICLE 3 – SCHEDULE

Any Work to be performed under this Agreement shall be commenced on the date specified in the relevant Project-Specific Cost and Schedule Proposal prepared by the Service Firm, and shall be completed in accordance with the schedule developed by the Service Firm and accepted by the Purchaser. The Service Firm shall prepare updated schedules as requested by the Purchaser.

### ARTICLE 4 - CONTRACT PRICE

The Contract Price for the Work shall be specified in the relevant Project-Specific Cost and Schedule Proposal. The Contract Price shall be all inclusive for the Work required by the relevant Project cost and Schedule in accordance with all the Contract Documents.

Pricing shall be firm and effective from July 1, 2011 to December 31, 2012. Company reserves the right to renegotiate pricing if there is a significant increase in contract activity. Any new pricing will be negotiated and mutually agreed to by the parties. The effective date of any new pricing will be negotiated by the parties. This Agreement must then be modified in writing accordingly.

The total projected costs for the initial agreed to scope of work is [REDACTED] over two years. [REDACTED]

REDACTED

[REDACTED] and the cost of the Rhode Island program is \$404,000. Any changes to the agreed Scope of Work will need to be approved in writing by both Parties before the implementation of the changes.

ARTICLE 5 - PAYMENTS

The Service Firm shall submit invoices and supporting documentation for the work completed during the billing period. Payment terms shall be net 30 days from receipt of a correct invoice. All invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in the terms and conditions. Service Firm must include Purchase Order Number in all invoices. All payments to Service Firms will be made via ACH (Automated Clearinghouse) electronic transmittal; no payments will be made via check. Invoices are also subject to the terms and conditions set forth herein.

ARTICLE 6 – NOTICES

Notices required or permitted under this Agreement shall be addressed to:

Conservation Services Group Inc

National Grid

40 Washington St.

40 Sylvan Rd

Westborough, MA 01581

Waltham, MA 02451

Attention: William Gavin

Attention: Harry McDonough

*Robert Eckel RAE*

ARTICLE 7 – SEVERAL LIABILITY

The rights and obligations of each National Grid Company in connection herewith shall be several and not joint. Any claims Service Firm may have against a National Grid Company under a particular Purchase Order, including without limitation any claims for payment or claims based on damages or other liability, may apply only to such individual National Grid Company, and may not be sought from any other National Grid Companies, regardless of whether they are National

REDACTED

Grid Company under other Purchase Orders. Service Firm hereby explicitly waives any right it may have for recovery against any National Grid Company other than the National Grid Company identified as the National Grid Company on a particular Purchase Order, for all matters arising out of or connected to such individual Purchase Order.

#### ARTICLE 8 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the National Grid Companies and the Service Firm, with respect to the Services specified, and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

#### ARTICLE 9 – ADDITIONAL NATIONAL GRID COMPANIES

With the approval of the National Grid Companies, any current or future affiliate of such companies may become a party to this Agreement at its discretion. Service Firm agrees that it shall execute any documents, including any amendments to this Agreement or any letter of acknowledgement that such affiliate reasonably believes to be necessary to effect its inclusion as a party under this Agreement. Once included as a party, such affiliate may exercise all rights afforded to the National Grid Companies under this Agreement.

#### ARTICLE 10 – TERM OF THE AGREEMENT

The Agreement shall be effective on the date when signed by the party signing last in time through December 31, 2012 (“Term”) unless terminated or canceled pursuant to the provisions of the Terms and Conditions and Supplemental Conditions, if any. This Agreement may be extended for two (2) additional one and half year periods with the written consent and mutual agreement of all parties. Service Firm shall provide a proposal for an extension to the Company ninety (90) days prior to expiration of the initial Term of this Agreement. If the parties cannot reach a mutual agreement an extension, the Agreement will expire at the end of the Term.

REDACTED

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

Conservation Services Group Inc.

NATIONAL GRID COMPANIES



By: *Robert A. Eckert*

By: *Carlos Nouel*

Name: Robert A. Eckert

Name: Carlos Nouel

Title: New England Regional VP

Title: Category Manager

Date: 8/11/11

Date: 8/23/11

REDACTED

	Additional Detail Required provide in Excel format	Fiat Fee\$/ Unit or per Day	\$ Per Month	Hourly Rate \$	Anticipated Avg Hours or Units per Month	Monthly Avg \$	12 month Total \$
<b>Bid Form Summary - HVAC Program</b>							
1	Monthly Program Management and administration fee which includes a flat rate or fee for providing invoices, management reports and summaries. (This must include all tasks not otherwise itemized below that are described in the Scope of Services)	NA	\$12,500			\$12,500	\$150,000
2	Recruiting of HVAC contractors/technicians (including hourly rates and anticipated hours)	NA		\$80	38	\$3,040	\$36,480
3	QIV Class room and field Training (including brushless fan motors) of HVAC contractors/technicians. Rate is per technician. Includes all incidental costs.	\$175	NA		44	\$7,700	\$92,400
4	Duct Sealing Training of HVAC contractors/technicians. Rate is per technician. Includes all incidental costs.	\$80	NA		6	\$480	\$5,760
5	Technical coordination function: On-site education and guidance with contractor's technicians following attendance at the QIV or Duct Sealing training			\$80	150	\$12,000	\$144,000
6	Tracking system and Database development (if applicable) fee.			\$130	6	NA	\$9,360
7	Flat rate or fee for processing each contractor incentive and issuing checks.	NA	NA	NA			
	Standard Replacement Package, Early Replacement Package, Duct Sealing, BFM's	\$15.50					
	Digital Tuneups, Downsizing, Others	\$8.50					
	Total					\$4,847	\$58,169
8	Flat rate or fee for on site inspection of TUNE-Up including refrigerant charge and air flow verification	\$230	NA	NA	18	\$4,140	\$49,680
9	Flat rate or fee for on site inspection of INSTALLATION including refrigerant charge and air flow and visual inspection of equipment, including brushless fan motors.	\$265	NA	NA	18	\$4,770	\$57,240
10	Flat rate or fee for conducting digital tune-up and required reporting in lieu of HVAC contractor which may be needed to meet consumer demand	N/A	NA	NA	NA	NA	NA
11	Additional fees or hourly rates for additional services offered by Contractor.			See Table Below	20	\$1,810	\$21,720
12	Flat rate or fee to report savings calculations as outlined in the TRM (Massachusetts Technical Reference Manual)	\$130/hr as necessary	NA	NA	NA	NA	NA
	<b>Marketing - Required</b>		\$3,968			\$3,968	\$47,621
	<b>Bid Total</b>					<b>\$56,256</b>	<b>\$672,430</b>
	<b>Marketing - Optional</b>						\$97,417
	<b>Other Optional Services</b>						
		Optional Services Available Based on Consulting Rates	See Table Below				

REDACTED

Bidder Company Name: Conservation Services Group

Completed by: Steve Cowell

Signature: \_\_\_\_\_

Title: CEO

Date: January 31, 2011

Additional Services Within Scope of Services		
	Hrs.	Rates
Director of Marketing - Regions	2	\$110
Graphic Designer	8	\$70
Technical Consultant - Buck Taylor	10	\$100

Optional Services Consulting Rates	
Regional VP	\$140
Program Manager	\$95
HVAC Trainer/Tech Support	\$80
Admin Asst	\$40
Dir. Marketing - Regions	\$110
Graphic Designer	\$70

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In Re: 2022 Annual Energy Efficiency Plan  
Responses to the Division's First Set of Post-Decisional Data Requests  
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Primary Marketing Activity*	Quantity			Development Cost			Printing/Production Cost			Total Cost		
	A	B	C	A	B	C	A	B	C	A	B	C
Rebate application form**	20,000	25,000	30,000	\$1,750	\$1,750	\$1,750	\$10,584	\$13,242	\$15,891	\$12,344	\$14,992	\$17,641
Website maintenance and updates										\$3,500		
Customer Brochure	20,000	30,000	40,000	\$2,800	\$2,800	\$2,800	\$10,000	\$15,000	\$20,000	\$12,800	\$17,800	\$22,800
Broadcast email to contractors	1,500	7,500	15,000	\$1,680	\$1,680	\$1,680	\$1,560	\$2,100	\$3,000	\$3,240	\$3,780	\$4,680
Promotional Items / Giveaways	1	1	1	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500	\$2,500
<b>Sub Total</b>				\$1,750	\$1,750	\$1,750	\$10,584	\$13,242	\$15,891	\$12,344	\$14,992	\$47,621
<b>Optional Marketing Activity*</b>												
Contractor Brochure	10,000	15,000	20,000	\$2,800	\$2,800	\$2,800	\$5,000	\$7,500	\$10,000	\$7,800	\$10,300	\$12,800
Bill Insert -3.5 X 6 inches - two sided	2,000,000			\$700			\$72,500			\$73,200		
Direct mail post card - 6 X 9 inches	1,500	7,500	15,000	\$2,800	\$2,800	\$2,800	\$976	\$4,878	\$9,757	\$3,776	\$7,678	\$12,557
Program letterhead	10,000	15,000	20,000	\$700	\$700	\$700	\$4,025	\$6,038	\$8,050	\$4,725	\$6,738	\$8,750
Trade Newspaper / Magazine ad (see next two rows below)												
HVAC insider ( full page color ad)	monthly			\$1,120			\$5,750			\$6,870		
Progress Magazine (full page color ad)	quarterly			\$1,120			\$17,250			\$18,370		
Home shows, trade shows, and trade ally events	4	6	8	\$6,160	\$7,840	\$9,520	\$35,000	\$40,000	\$45,000	\$41,160	\$47,840	\$54,520
Miscellaneous Form	1,000	3,000	5,000	\$3,500	\$3,500	\$3,500	\$1,058	\$3,174	\$5,290	\$4,558	\$6,674	\$8,790
Other	1,000	3,000	5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Sub Total Optional Marketing</b>				\$23,380	\$22,120	\$23,800	\$153,119	\$78,690	\$101,097	\$178,999	\$103,310	\$97,417
<b>Total Cost</b>				\$25,130	\$23,870	\$25,550	\$163,712	\$91,932	\$116,987	\$191,342	\$118,302	\$145,037

\*Primary and optional Marketing Activities which will be considered for implementation consistent with the COOL Smart Program in conjunction with the selected vendor.  
\*\* This is responsive to the RFP request. We expect that total volume will actually be substantially lower.

Bidder Company Name: Conservation Services Group

Completed by: Steve Cowell

Signature: \_\_\_\_\_

Title: CEO

Date: January 31, 2011



REDACTED

## NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") dated as of August 11, 2011 (the "Effective Date"), between Conservation Services Group, Inc., a Massachusetts Corporation and [REDACTED] and The Narragansett Electric Company, a Rhode Island corporation, d/b/a National Grid, ("National Grid" or the "Company") each, individually, a "Party" and, collectively, the "Parties".

**WHEREAS**, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

**WHEREAS**, the Parties desire to disclose Information to each other in connection with the management of the CoolSmart program (the "Purpose"); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Affiliates in connection with such Purpose, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Definitions.

(a) The term "Information" means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed by the Disclosing Party or its Affiliates (or its or its Affiliates' agents, servants, contractors, representatives, or employees) to the Recipient or its Representatives (as such term is defined below) in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above; and

(iii) The fact that this Agreement exists, that Information has been or may be disclosed pursuant to this Agreement, and/or that the Recipients or their Affiliates may be considering a potential transaction (including the status thereof).

REDACTED

In Re: 2022 Annual Energy Efficiency Plan  
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(b) The term "*Recipient*" means a Party to whom the other Party discloses Information in its possession.

(c) The term "*Disclosing Party*" means the Party disclosing Information in its possession to a Recipient.

(d) The term "*Representative(s)*" means the Affiliates of a Recipient and the officers, directors, employees, contractors, and representatives of such Recipient and its Affiliates.

(e) The term "*Affiliate*" shall mean any person controlling, controlled by, or under common control with, any other person; "control" shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person.

§2. Permitted Disclosure. Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and shall not divulge Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Agreement and agrees to observe and comply with the obligations of the Recipient under this Agreement with regard to such Information. The Recipient shall be responsible hereunder for any breach of the terms of this Agreement to the extent caused by its Representatives.

§3. Exclusions from Application.

(a) This Agreement shall not apply to Information that,

(i) at the time of disclosure to the Recipient, is in the public domain, or thereafter enters the public domain without any breach of this Agreement by the Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Affiliates prior to its disclosure by the Disclosing Party to Recipient hereunder,

(iii) is rightfully acquired by Recipient or its Affiliate(s) from a third party who is not under any obligation of confidence with respect to such Information, or

REDACTED

(iv) is developed by Recipient or its Affiliates independently of the Information disclosed to it (as evidenced by written documentation.)

§4. Production of Information. The Recipient agrees that if it is required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of the Disclosing Party's Information, it shall provide the Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient (or any Representative of the Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, the Recipient may disclose that portion of the Information which its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Agreement. In any event, the Recipient will use reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and will not oppose any action by, and will reasonably cooperate with, the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Personal Information. If and to the extent Personal Information (defined in Exhibit A) is disclosed by the Company to the Recipient, the attached Information Security Addendum (attached hereto as Exhibit A) shall apply and shall be incorporated herein and made apart of this Agreement.

§6 Scope of Use. Recipient and each of its Representatives shall use Information disclosed by the Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without the Disclosing Party's prior written consent.

§7. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy, completeness or reliability of any Information disclosed hereunder. Disclosing Party, its directors, managers, officers, and employees shall have no liability whatsoever with respect to the use of, or reliance upon, the Information by the Recipient or its Affiliates. Recipient shall not acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient, under any trademark, patent, or other intellectual property right, is either granted or implied by the conveying of Information to the Recipient.

§8. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to the Disclosing Party, or destroy (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within 30 days of a written request by the Disclosing Party. The foregoing notwithstanding, Recipient may retain one copy of such Information for archival purposes only and subject to compliance with the terms of this Agreement.

§9. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other

REDACTED

transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Agreement. Neither this Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as said discussions or work do not result in the disclosure of Information in violation of the terms of this Agreement. The terms of this Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§10. Term and Termination. Recipient's duties of confidentiality as set forth herein shall have a term of five (5) years from the Effective Date (the "*Term*"). Either Party may terminate this Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive for the Term for all Information disclosed prior to such termination.

§11. Injunctive Relief. The Parties acknowledge that a breach of this Agreement by Recipient may cause irreparable harm to the Disclosing Party for which money damages would be inadequate and would entitle the Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§12. Governing Law; Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Agreement.

§13. Amendments. This Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of both Parties to this Agreement.

§14. Assignment. This Agreement may not be assigned without the express written consent of both Parties hereto; provided, however, that either Party may assign this Agreement to an Affiliate without the other Party's consent.

§15. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§17. Consents and Waivers. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a


REDACTED

waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

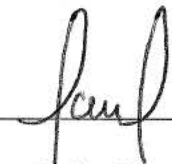
§18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.


§19. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Agreement or any discussions between the Parties regarding the Purpose without the prior written consent of the other Party, such consent not to be unreasonably withheld.

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the Parties as of the date first above written.

  
**The Narragansett Electric Company**

**Conservation Services Group, Inc.**

By:   
Name: Carlos Nouel  
Title: Category Manager  
Date: 8/23/11

By:   
Name: Robert A. Eckel  
Title: New England Regional VP  
Date: 8/11/11

REDACTED

## Exhibit A

### Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum ("Addendum"). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Agreement.

#### 1.0 Definitions:

1.1 "Personal Information" – Information that identifies a specific person, including but not limited to home and work addresses; telephone numbers, e-mail addresses; social security numbers; birthdates, gender; marital status; driver's license numbers or other driver identification data; personnel records; customer account information; financial account information; credit related information including but not limited to credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual's financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of Disclosing Party's and its affiliates' employees, officers, directors, subcontractors, agents, and customers, as may be defined by state and/or federal statutes and regulations and/or Disclosing Party policies or practices. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.

#### 2.0 SECURITY

- 2.1 Recipient shall not, directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation any Personal Information, except with the written permission of Company.
- 2.2 All records pertaining to the Personal Information, whether developed by the Recipient or others, are and shall remain the property of Company;
- 2.3 Recipient shall adopt, implement and maintain security procedures sufficient to protect from improper disclosure or use all Personal Information. Such security procedures shall be reasonably acceptable to Company and in compliance with all applicable statutory and regulatory requirements. As of March 1, 2010, Recipient shall have adopted a written information security program ("WISP") consistent with the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the "MA Security Regs") to govern the protection of all Personal Information. Recipient maintains on behalf of Company, and Recipient agrees to apply the standards and requirements of the MA Security Regs to all such Personal Information, regardless of the jurisdiction in which the subject of the Personal Information resides. During the term of this Agreement and for a period of seven years thereafter, Recipient shall maintain, and provide for Company's review, at Company's request, (a) Recipient's WISP and (b) other applicable security program documents, including its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Privacy Laws, including the MA Security Regs. Recipient shall provide Company with any amendments to such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Recipient from time to time, within thirty (30) days after the adoption of any such amendment, policy or program.

REDACTED

- 2.4 Recipient shall notify Company immediately and in writing of any actual or attempted unauthorized possession, use, or knowledge of the Personal Information. Recipient shall promptly and in writing provide Company with full details of the actual or attempted unauthorized possession, use, or knowledge, and shall use reasonable efforts to prevent a recurrence thereof. Company, or its designated agent, shall have the right, upon reasonable notice to Recipient, to complete a review of Recipient's security measures and ensure that unauthorized access to Personal Information has been eliminated. Recipient's failure to comply with this Article 2.4 shall be considered a material breach of the Agreement, for which no cure period shall apply.
- 2.5 Recipient shall notify Company immediately and in writing if it becomes aware of a vulnerability that could create a risk of unauthorized access to the Personal Information, and shall work with Company to mitigate such risk.
- 2.6 Recipient shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven years thereafter, regular business hours and upon reasonable notice, permit Company or its representatives to perform audits of Recipient's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Recipient's compliance with this Addendum, (b) Recipient's compliance with all applicable regulations and laws, and (c) Recipient's financial and operational viability, including but not limited to Recipient's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.
- 2.7 Recipient shall have a process for managing both minor and major security incidents. Recipient shall report security incidents to the Company. Recipient shall cooperate with and follow the instructions of Company in responding to any such incident related to Personal Information that was provided to Recipient by Company, or by Company employees, agents or customers, hereunder. Recipient incidents include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting Company data and services, physical security breaches into facilities directly responsible for supporting Company data and services, and other directed attacks on systems directly responsible for supporting Company data and services.
- 2.8 Recipient understands the extremely sensitive nature of the Personal Information shared, and acknowledges that Company would suffer irreparable harm, for which damages would not be an adequate remedy, if Company's Personal Information were improperly disclosed. Recipient therefore agrees that Company shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.9 Recipient further agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Recipient's possession and when being transmitted from Recipient or received by Recipient. Without limiting any other obligations under any agreement entered into between the Parties, Recipient agrees that it shall defend, indemnify and hold harmless Company and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns from and against any and all losses, claims, demands, and/or liability, including reasonable legal costs, arising out of or related to any improper disclosure of Personal Information in the possession of Recipient or any party under its control including disclosures resulting from any security breach or encryption failure in the transmission of such Personal Information, regardless of whether caused by Recipient's negligence, except to the extent caused by the sole negligence of Company.
- 2.10 In the event that the Recipient fails to fulfill the above obligations or in the event that such appears to be an imminent possibility, Company shall be entitled to all legal and equitable

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remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

### **3.0 DATA SCRUBBING VERIFICATION**

3.1 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Recipient shall return to Company all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to Company's procurement agent. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, the Recipient shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to Company's procurement agent, and providing Company with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the Company's data handling standards and industry best practices for the disposal/destruction of sensitive data.

### **4.0 Miscellaneous**

4.1 The Recipient hereby assigns to Company all right, title, and interest in and to (including the sole right to obtain patents or copyrights on) any work, expression, invention, idea, discovery, improvement, or development, whether or not patentable, which may be conceived or made by the undersigned during the course of its work under any agreement between the Parties in connection with the Purpose. In addition, the Recipient shall execute all documents and, at the request and expense of Company, do all things necessary and proper in order to apply for or obtain patent(s) in the name of Company covering such work, expression, invention, idea, discovery, improvement, or development or in order to vest title thereto in Company;

4.2 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.



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## REQUEST FOR PROPOSALS (RFP)

### STATEMENT OF WORK

#### MASSACHUSETTS AND RHODE ISLAND RESIDENTIAL HVAC COOL SMART PROGRAM

2011 – 2012

(Electric and Gas Program Integration)

#### 1.0 Program Overview

##### 1.1 Introduction

NSTAR is soliciting proposals from qualified HVAC energy efficiency service contractors to provide delivery services for the Massachusetts (MA) and Rhode Island (RI) Residential HVAC Program called COOL Smart, including marketing, implementation, field support services, and contractor training. The program is designed to: (a) increase the availability and sales of high-efficiency residential air conditioning equipment in Massachusetts and Rhode Island and (b) promote best installation and service practices, education, and training for HVAC technicians/contractors.

The Program Administrators, through the implementation of energy efficiency programs, will strive toward creating a seamless integration of the gas energy efficiency programs and the electric energy efficiency programs. Initially, a focus on contractor training, outreach and education will be implemented through the COOL Smart Program and GasNetworks Program. Emphasis will be placed on proper installation and sizing practices to improve the operating efficiencies of installed equipment.

Where appropriate, the COOL Smart program will work with GasNetworks on joint program offerings, marketing, contractor training and trade ally outreach.

GasNetworks is a collaborative consisting of local natural gas companies serving residential and commercial & industrial customers throughout New England. GasNetworks has been promoting energy efficiency and the use of high efficiency natural gas technologies since 1997. Its mission is to work with governmental agencies and affiliates to promote energy efficient technologies, create common energy efficiency programs, educate consumers and promote contractor training and awareness of ever-changing natural gas technologies.

***Customer equipment rebate processing and fulfillment, and circuit rider outreach to HVAC distributors and supply houses are not part of this solicitation. However, the selected vendor is required to have the capability to provide circuit rider outreach as needed. Also, the selected vendor must work in conjunction with all other vendors associated with this program to ensure its success.***

This program is jointly sponsored by Program Administrators (PA) in Massachusetts and Rhode Island. The Sponsors of the program for 2011 will include the following Program Administrators: Cape Light Compact, NSTAR Electric, National Grid, Unitil Gas and Electric, and Western Massachusetts Electric Company (the "Sponsors"). NSTAR Electric is seeking bids on behalf of the Sponsors.

The Sponsors plan to select one qualified contractor ("Contractor") to provide service delivery for the Residential HVAC Program throughout the entire Sponsors' service area. Bidders are encouraged to form teams and sub-contract with other companies in order to provide high quality and comprehensive

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services to the Sponsors. The Sponsors, however, would like one company to be the main Contractor responsible for overall management of the services provided.

All respondents must be prepared to serve the entire service area of all Sponsors in Massachusetts and Rhode Island.

The term of the contract with the selected Contractor is two years (2011 - 2012) with an option to extend for an additional year.

### **1.2 Program Goals for 2011**

In 2011, the Sponsors expect to provide approximately [REDACTED] and 600 customer rebates in RI for the purchase of ENERGY STAR high efficiency air conditioning equipment, which meets the 2009 ENERGY STAR specification.

The Sponsors expect to provide approximately [REDACTED] and 1350 incentives to contractors in RI.

The Sponsors will also encourage duct sealing as part of the program and anticipate reaching approximately [REDACTED] and 9 homes in RI with this service.

Contractors should use this level of rebate and incentive activity in developing their response for the 2011 production year. In addition, the Sponsors expect that the selected Contractor will be able to provide marketing, and field support services, including training coordination for the same time period and should reflect costs associated with these activities in their response.

### **1.3 Program Sample Materials**

The Sponsors are open to considering ways of making forms simpler to use for all parties involved. Below is a list of the attached current samples of COOL Smart forms and information:

Attachment 1: Rebate Application Form - for Customers



COOL Smart\_MA  
Customer Rebate for

Attachment 2: Contractor Incentive Application Form



CS Contractor  
Incentives Applicator

Attachment 3: Bill Insert



2010\_NSTAR\_BillInse  
rt.pdf

Attachment 4: Customer Brochure



CoolSmart brochure  
2010.pdf

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Attachment 5: Print Ad – HVAC Insider (trade publication)



HVAC Insider\_Ad.pdf

#### 1.4 Website

The program website is <http://www.masssave.com/residential/heating-and-cooling/>.

#### 1.5 Residential HVAC Program – COOL Smart: Overview

The Sponsors plans to continue to implement a market transformation initiative designed to reduce kWh and peak demand, increase consumer awareness and market share of ENERGY STAR labeled central air conditioning (AC) units (also includes air source heat pumps), and promote quality installations of such equipment by HVAC technician/contractors. Contractor services shall commence on April 1, 2011.

In 2011, the Sponsors will provide customer rebates for the installation of ENERGY STAR labeled HVAC equipment, and a contractor incentive to check and adjust system air flow and refrigerant charge, as well as other contractor incentives. The program will apply to existing systems, retrofit and new installations.

Four key components of the Residential HVAC Program are described below in the following four sections 1.5.a, 1.5.b, 1.5.c and 1.5.d.

##### 1.5.a *Information Purposes Only* - Residential HVAC Program – COOL Smart: Overview

**Customer equipment rebates processing and fulfillment component of the program is not included as part of this solicitation. Therefore, Section 1.5.a is for informational purposes only. Sections 1.5.b thru d are requirements of the COOL Smart Program.**

The first component encourages residential customers to purchase ENERGY STAR labeled central air conditioning and air source heat pump equipment. The residential customer will receive a rebate for the purchase and installation of ENERGY STAR labeled high efficient central air conditioning equipment and air source heat pumps based on the SEER (Seasonal Energy Efficiency Rating) rating and the EER (Energy Efficiency Rating.)

1. The customer rebate for new high efficiency equipment is \$150 for ENERGY STAR air conditioning or air source heat pump with SEER 14.5 and EER 12.0 or greater and HSPF of 8.2 or greater.
2. The customer rebate for new high efficiency equipment is \$300 for ENERGY STAR air conditioning or air source heat pump with SEER 15.0 and EER 12.5 or greater and HSPF of 8.2 or greater.
3. The customer rebate for new high efficiency equipment is \$500 for ENERGY STAR air conditioning with SEER 16.0 and EER 13.0 or greater.
4. The customer rebate for new high efficiency equipment is \$500 for ENERGY STAR mini split heat pump with SEER 14.5 and EER 12.0 or greater and HSPF of 8.2 or

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greater.

This component of the program will provide customers with mail-in rebate applications towards the purchase of qualifying HVAC equipment at appropriate HVAC sales/installation outlets. Rebate applications will be distributed to customers primarily through HVAC contractors, and other appropriate channels of distribution including placement in retailer promotional displays. In addition, various marketing opportunities, such as direct mail, bill inserts, and others, may be used to promote program participation. Mail-in rebate applications will allow customers to send in their completed rebate forms, together with a copy of the sales receipt and any other required documentation for redemption. Customer equipment rebate processing, verification and fulfillment is not part of this solicitation.

### **1.5.b HVAC Contractor Incentives**

The second component includes an incentive to contractors who service and install residential central air conditioning equipment, and air source heat pumps.

The purpose of this component is to encourage HVAC technicians to check refrigerant charge and air flow and use third party verification

Third party verification services check for and report on optimal refrigerant charge and system air flow. Continued third party verification offerings on all residential a/c installations and tune-ups are planned for 2011

The following is a summary of the proposed measures and contractor incentives, which are subject to change:

1. Incentives for "Digital Check-ups" of existing equipment that has the proper measured charge relative to the system's airflow of \$100 credit to the customer on the contractor's invoice and \$175 to the contractor.
2. Down Sizing - \$250 per ½ ton of down sizing to the contractor for replacement systems. The system must be sized to match ACCA Manual J sizing.
3. If new system is 3 tons or greater prior approval before removal of old system is required in order to allow for pre-inspection by the Contractor.
4. A contractor receives \$450 to install a retrofit brushless fan motor in a customer heating or heating and air conditioning unit. This measure is provided at no cost to the customer and covers the labor and motor for the installation.
5. A contractor receives \$100 when they perform a Right Sizing (Manual J) on a new installation and doesn't perform a QIV
6. A contractor receives up to \$400 for performing duct system modifications needed to meet airflow requirements on an QIV or ENERGY STAR QUALITY INSTALLATION that have been installed less than 5 years..

We also have an ENERGY STAR combination package that contractors can receive a larger incentive by performing all aspects of a Quality Installation. The package also allows for contractors to perform measures individually. This is currently the offering for 2011; although the package may change in 2012.

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**Contractor Incentives for COOL Smart (CS) Program:**

**CS Tier 1 (Early Replacement of 9 or 10 SEER equipment with replacement equipment of ENERGY STAR 14.5 SEER and 12.0 EER or greater):**

**Required to qualify for CS Tier 1**

QIV Pre and Post Installation – Must pass QIV and airflow	\$ 225.00
Manual J	\$ 300.00
Early Replacement	\$ 475.00
<b>Total Incentive for required components</b>	<b>\$ 1000.00</b>

**Optional Incentives for CS Tier 1**

Downsizing per ½ ton reduction	\$ 250.00
ESQI with CO detector	\$ 125.00
Duct modifications to pass QIV or ESQI	Up to \$ 400.00
Duct sealing in attic spaces that have air conditioning and heat in connected ductwork.	\$ 2 per CFM of duct leakage reduction up to \$ 600.00 max

**CS Tier 2 (Standard Replacement of existing equipment with replacement equipment of ENERGY STAR 14.5 SEER and 12.0 EER or greater)**

**Required to qualify for CS Tier 2**

QIV Post Installation – System must pass QIV charge and airflow – If duct modifications are claimed, require pre and post inspection of ductwork	\$ 225.00
Manual J	\$ 300.00
<b>Total Incentive for required components</b>	<b>\$ 525.00</b>

**Optional Incentives for CS Tier 2**

Downsizing per ½ ton reduction	\$ 250.00
ESQI with CO detector	\$ 125.00
Duct modification to pass QIV or ESQI	Up to \$ 400.00
Duct sealing in attic spaces that have air conditioning and heat in connected ductwork	\$2 per CFM of duct leakage reduction up to \$600.00 max

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**Contractor individual incentive (No Tier Participation)**

**Non – Participation in Tier – Contractor Incentives**

Manual J	\$ 100.00
QIV	\$ 175.00
ESQI w/ CO detector (QIV Included)	\$ 350.00
Downsizing ½ ton reduction	\$ 250.00
Early Replacement	\$ 100.00
Duct Sealing in attic	\$2/CFM up to \$ 600.00 max
Duct modifications to pass QIV or ESQI airflow requirements	Up to \$ 400.00 max

The Sponsors prefer that all participating HVAC contractors be given a choice of third party verification platforms to use. Vendor should include in their proposal which type of third party verification systems that they are able to support.

Customers with equipment installed prior to January 1, 2007 are eligible once every five years for a “Digital check-up” of equipment during the course of a repair or tune-up. (The digital check-up involves checking and adjusting charge and airflow using a third party verification system which may include Real Cool Analyzer, CheckMe, Honeywell Service Assistant or any other Sponsor approved verification platform. The platform must be capable of reporting the results\data to the customer and to COOL SMART for third-party verification.

**1.5.c HVAC Contractor - Technician Training**

Training and technical support for HVAC contractors and technicians to properly check and report on refrigerant charge and system air flow is another key element of the Residential HVAC program. The Sponsors will provide support, financial and otherwise, to enable HVAC technicians to undergo training to utilize state-of-the art diagnostic and testing tools to commission the A/C installation or verify the quality of the system service or tune-up. The goal of this program component is to have the HVAC technician/contractor community market transformed such that more and more HVAC technicians check for refrigerant charge and system airflow (Quality Installation Verification “QIV”) interactively.

HVAC contractors shall be responsible for the cost of any third party verification equipment and the cost of all equipment necessary to perform QIV services.

Rhode Island HVAC contractors must be licensed mechanical contractors by the State of R.I. and approved by the Dept. of Labor and Training.

The QIV training to use the third party verification component will consist of marketing to and educating HVAC technicians / contractors within the Sponsors’ service areas. The selected Contractor, in conjunction with the Sponsors, will promote the QIV training and recruit HVAC technicians / contractors to enroll in the training according to program protocols and consistent with the training requirements of the companies that provide third party verification technology and equipment.

It is fully expected that to reach program goals the Contractor will need to support the trained HVAC technicians in the field to encourage them to use the third party verification and provide tech support once they have been trained.

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Approaches as to how best to promote training of contractors and technicians for duct sealing, facilitate before and after duct leakage measurements is another element that the bidder should include in the proposal.

The program also promotes North American Technical Excellence (NATE) in HVAC contractor and customer educational materials. This strategy is designed to promote the value of NATE certification in the HVAC community and support best installation practices, education, and training for HVAC technicians and contractors. The COOL SMART program offers up to \$250 reimbursement of registration fee for every attendee who passes a COOL SMART endorsed NATE certification course; certification from North American Technician Excellence. Technician must be NATE-certified in air conditioning or heat pump systems.

#### **1.5.d New Construction Activity**

The program will also capture lost opportunities by promoting high efficiency air conditioning and heating equipment in new construction projects. Training will also be available for builders participating in the New Construction with ENERGY STAR program.

### **2.0 Scope of Work**

#### **2.1 Summary of Contractor Responsibilities**

Contractors will be responsible for successful implementation of the Program, including all tasks necessary to achieve program goals. The Sponsors encourage respondents to propose alternates to these anticipated tasks where bidders believe that alternate approaches will result in superior achievement of Program goals, greater program success and/or improved program delivery efficiency. Any alternate proposals should clearly indicate the respondent's reasons for varying from the anticipated Program, and describe the likely performance and cost implications of such a change.

RFP respondents should indicate in detail how they will perform each of the tasks discussed in the subsections below, in consultation with, and subject to approval by, the Sponsors.

In summary, Contractor responsibilities include, but are not limited to all aspects of the Program as specified below:

NOTE: Current sample program materials are included as attachments.

##### **2.1.1 Task 1 - Develop a Plan to Identify, Recruit and Train HVAC Technicians / Contractors**

1. Develop a plan to identify HVAC technicians / contractors within the Sponsors service area noting those who are/are not trained in checking refrigerant charge and system air flow (QIV) using a third party verification system such as CheckMe, Real Cool Analyzer or the Honeywell Service Assistant (HSAT.). Other third party systems may qualify.
2. Develop and maintain a database on HVAC technicians / contractors who participate in the equipment rebate or QIV process.
3. Develop and maintain a database on all HVAC contractor incentive application and payment process.

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4. Develop a plan for recruiting HVAC contractors to enroll in the QIV third party verification program.
5. Develop a HVAC contractor support package, including materials that explain the program, customer requirements, incentive requirements, forms, and administrative procedures.
6. Develop a QIV training plan to facilitate the training, testing, and qualifying process of HVAC technicians. The Sponsors suggest that this effort include but not be limited to including the following elements which are part of a Technical Coordinator role:
  - Allow HVAC contractors a choice of systems – CheckMe, Real Cool Analyzer or HSAT or all three (other verification systems may be accepted)
  - On-site education and guidance with contractor's technicians following attendance at the QIV training
  - Trouble shooting with contractors when learning proper charging and air flow adjustments.

#### **2.1.2 Task 2 - HVAC Technician / Contractor Assistance and Monitoring**

1. Provide storage for retail support materials.
2. Supply HVAC contractors with Sponsors-provided marketing materials.
3. Communicate with HVAC contractors on a regular basis to provide them with updates on program developments and determine their needs for additional support.
4. Develop a quality assurance plan.
5. Provide personnel to assist HVAC contractors and other appropriate trade allies in the staging of special events to promote the program.

#### **2.1.3 Task 3 - Track, Analyze and Report Initiative Data**

1. Program Implementation, Tracking System, and Database

Continuous Program activity tracking and monitoring will be the responsibility of the Program Contractor. The Contractor must collect and manage data necessary for its own monitoring and project management as well as Sponsors oversight of the Program.

Data collection and tracking procedures must be established at Program initiation, and submitted to the Sponsors for approval prior to Program delivery. The selected Contractor is required to develop and maintain a computerized data tracking system. Specific data needs may be expanded, at the request of the Sponsors. At a minimum, the data tracking system must be able to:

- Monitor program progress (number of participants, costs, etc.).
- Support the Contractor's and the Sponsors' ability for early identification of major problems that would jeopardize the ability of the Program to meet its goals.
- Provide for the data needs of process and impact evaluations.

Such data must include, but not be limited to:



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- Participant demographic information including, but not limited to: contact name, address, account number(s), building type, owner/renter, etc.
- Detailed information on installed equipment, including SEER rating, (deemed EER as indicated by CEE tier level) type, model and serial number of equipment installed.

Periodic and ad hoc electronic transfers of any or all of the aforementioned computerized data tracking system may be required.

- The uploads from CheckMe, Real Cool Analyzer, HSAT or other verification platform available on a periodic basis.

## 2. Regular Reporting

- Report on progress of performance indicators by which progress against goals can be measured as required by the Sponsors.
- Prepare monthly report summarizing progress to date.
- Prepare monthly reports of contractor outreach activity.
- Report on progress at meetings as needed with Program Sponsor personnel involved in the Program

The Sponsors expects that monthly management reports may be modified as the Program progresses. In addition, Sponsors reserves the right to request *ad hoc* reports at any time, detailing Program progress or Contractor performance. Finally, Sponsors reserves the right to review, on-site, the Contractors' data tracking system and hard copy Program records at any time.

## 3. Third party verification data

- Progress regarding electronic QIV event data shall be reported monthly. Monthly summary uploads of third party verification data may be requested. Please note if you are able to supply this type of data.

## 4. Inspection data for Program Evaluation

- Program evaluation requirements also call for similar data to what is described in under third party verification data to be collected by Contractor during in field inspections.

### 2.1.4 Task 4 - Marketing

Primary Marketing Activities which will be considered for implementation consistent with the plan described in Task 1 in conjunction with the selected Contractor:

1. Develop and maintain communications with HVAC contractors to ensure their awareness interest and support of the program.
2. Coordinate marketing and training efforts with manufacturers, distributors, dealers and other trade allies.
3. Brochures

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Optional Marketing Activities which may be considered for implementation in conjunction with the selected Contractor:

1. Sponsor – bill enclosures, message on bills, customer call center.
2. Newsletters
3. Broadcast e-mail
4. Home shows, trade shows, trade ally events
5. Industry training seminars

**2.1.5 Task 5 - Develop and Maintain Communications Capabilities for Contractors and Consumers and Electronic Data Upload Capabilities for Contractors**

1. Establish and maintain toll-free telephone lines for consumer and HVAC technicians / contractors inquiries. This line will be answered by Contractor representatives Monday through Friday during normal business hours or as established by agreement between Contractor and Sponsors. At other times, an automated customer service attendant (to be approved by the Sponsors) must be used.
2. Respond to requests for information from HVAC technicians / contractors, consumers and Internet sites to support the Program.
3. Note any quality control or customer service issues that may negatively impact program success.
4. Create plan for eliminating program specific paper work (a significant barrier) for HVAC contractors participating in the QIV component. This task may include but not be limited to enhancing electronic transfer of third-party verification data from HVAC contractors via Honeywell Service Assistant, Real Cool Analyzer, CheckMe or other electronic device. HVAC contractors may still be required to provide a copy of their invoice to customers showing a credit for the digital check-up or tune-up.
5. Set up and promote periodic meetings with HVAC contractors, and Sponsors for purposes of trade ally development including listening to HVAC industry input for future program planning.

**2.1.6 Task 6 - Promote and Implement Quality Installation Verification (QIV) Training for HVAC technicians / contractors.**

1. Contact HVAC technicians / contractors to promote the refrigerant charge and air flow verification process and recruit HVAC technicians / contractors to enroll in the training, take the test and become a QIV participating contractor.
2. Coordinate the flow of educational/training materials to participating HVAC technicians / contractors to facilitate successful completion of the refrigerant charge and air flow verification training.
3. Manage, coordinate and market the refrigerant charge and air flow verification training to the appropriate target audience.

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4. Train participating HVAC contractors using training curricula approved by or trainers provided by Check Me, Real Cool Analyzer and Honeywell Service Assistant. Please note if you are not able to support at least 2 of the verification platforms.
5. Track and report data which verifies whether charge and air flow are correct.
6. Verify that HVAC contractors have completed training and have correct equipment.
7. Coordinate services and ensure that third party verification reports meet program requirements and reach participating customers.
8. Provide inspection on up to 10% of all refrigerant charge and air flow verification services performed by HVAC contractors.
9. Process incentive payments to HVAC contractors for refrigerant charge and air flow services, and all other contractor related services.
10. List HVAC contractors who have met program requirements for QIV as participating contractors on the Program website.

#### **2.1.7 Task 7 - Rebate Processing and fulfillment**

1. Develop, print, and distribute Customer rebate application forms, and HVAC contractor incentive forms and or electronic systems with input from the Sponsors. (Note: Sponsors prefer a system where CheckMe, Real Cool Analyzer or HSAT upload data and HVAC contractor invoices are used so that no program specific paperwork is required for digital check-ups or commissioning.)
2. Review, approve, and process contractor incentive forms (electronic and hard-copy). Approval for QIV event incentives shall be contingent upon matching "electronic" third party verification data uploaded by HVAC contractors to matching Sponsor account data for that residential account.
3. Address all HVAC technician / contractor inquiries and issue resolution.
4. On-site equipment installation verification.
5. Mail contractor incentive payments within four to six weeks of receipt of the request. Checks shall bear Sponsor organization name
6. Notify customer or HVAC technician if request is non-compliant.
7. Track each incentive request through completion.

#### **2.1.8 Task 8 - Quality Control**

1. Provide in field quality control using HSAT, Real Cool Analyzer or CheckMe to verify the accuracy of HVAC contractor reported QIV and equipment data on up to 10% of QIV events and installations. Provide visual inspection of equipment on up to 5% of installations.
  - a. Contractor staff conducting CheckMe, Real Cool Analyzer, HSAT or other verification system must possess current EPA license for handling refrigerant
  - b. Contractor must retain copy of this license on file and ensure that inspector license is kept

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up to date

- c. Bidder must provide resume of inspector in proposal
2. Contact by phone up to 5% of participating customers to verify HVAC contractor reported data concerning QIV and duct sealing services provided. This shall include, but not be limited to, verifying HVAC contractor credit to customer on invoices for services associated with a digital check-up.

### **2.1.9 Task 9 - Invoice Sponsors**

1. Invoice Sponsors on a monthly basis electronically and hard copy for specific program activities. Each invoice will be issued with detail describing the activities and all related supporting documentation. Determine with Sponsors which items such as marketing materials will be billed on a flat monthly rate or as work is done and costs are incurred.

### **2.2 Summary of Sponsors' Responsibilities**

The Sponsors will provide the following:

1. For the purpose of promoting the HVAC program, provide and update a minimum of two times per year electronic lists of customers who are likely to be eligible for the Program, including names, addresses, account numbers, etc..
2. Ongoing Program development and refinement, in conjunction with the Contractors.
3. Monitoring and oversight of Contractors' performance, including:
  - Providing a principal contact
  - Reviewing and approving any change orders or modifications to program implementation procedures
  - Reviewing and approving all forms, program materials, procedures, protocols and software proposed for use by the Contractor in implementing the program
  - Reviewing all management reports from the Contractor
  - Periodically reviewing the quality and conduct of work performed, possibly including conducting random site inspections through a third-party quality control contractor
  - Monitoring and tracking the resolution of customer complaints or inquiries, and
  - Verifying, approving and processing Contractor invoices
4. Sponsors will NOT pre-fund accounts for Contractor to pay HVAC contractor incentives.

### **3.0 Contractor Qualifications**

The following information must be provided in the technical section of the bid proposal.

#### **3.1 Work Experience and Approach**

- HVAC industry experience including knowledge and experience with refrigerant charge and air flow verification training and HVAC quality installation market transformation activity (two page maximum)
- Overview description of work approach

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- Description of proposed HVAC contractor training activities
- Description of proposed marketing activities to HVAC contractors and customers
- Description of proposed contractor incentive processing activities
- Description of proposed QC process and on-site Inspections (should be done for both types – visual and those involving checking charge and air flow)
- Description of computer database

### **3.2 Subcontractors and Subconsultants**

Provide a list of all Subcontractors and Subconsultants expected to be utilized for the work, if any.

The Sponsors reserve the option of selecting additional consultants and specialists to work on the team based on consultation with the Contractor. In the program operations to date this has been done or considered for key functions such as training for duct sealing, HVAC industry outreach, QIV in general, and use of the Honeywell Service Assistant, Real Cool Analyzer, CheckMe or alternative verification platform. The Sponsors request that bidders specify their mark-up for coordinating services of outside consultants and trainers as sub-contractors.

### **4.0 Pricing Requirements**

The following information must be provided in the *commercial section only* of the bid proposal.

#### **4.1 Pricing for Tasks and Hourly Rates**

Proposals shall contain pricing for the below listed tasks and shall be formatted as described below. Program costs must be submitted on the following Bid Form.



Bid Form  
2010\_TRM.xls

Page one of the bid form includes the following price categories:

1. Monthly Program Management and administration fee which includes a flat rate or fee for providing invoices, management reports and summaries (including hourly rates and anticipated hours and a list of and brief descriptions of the activities and tasks).
2. Recruiting of HVAC contractors/technicians (including hourly rates and anticipated hours).
3. Training of HVAC contractors/technicians (including hourly rates and anticipated hours), including brushless fan motors.
4. Duct Sealing training of HVAC contractors
5. Technical Coordination function
6. Tracking system and Database development (if applicable) fee.
7. Flat rate or fee for processing each HVAC contractor incentive and issuing checks.
8. Flat rate or fee for on site inspection of TUNE-Up including refrigerant charge and air flow verification (QIV).
9. Flat rate or fee for on site inspection of INSTALLATION including QIV and visual inspection of equipment, including brushless fan motors.
10. Flat rate fee for conducting digital tune-up and required reporting in lieu of HVAC contractor which may be needed to meet consumer demand.

REDACTED

11. Additional fees or hourly rates for additional services offered by Contractor.
12. Flat rate or fee to report savings calculations as outlined in the Massachusetts Technical Reference Manual (TRM).

#### **4.2 Pricing for Marketing Activities and Program Materials**

Page two of bid form addresses marketing activities and development of program forms including development and printing fee for rebate application form, contractor incentive application form, and other materials associated with the program.

REDACTED

## Attachment B-2 – Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements (for National Grid Level 2 Baseline and Supplemental Requirements)

1. Contractor Name: Conservation Services Group, Inc. PO #: \_\_\_\_\_  
2. Address: 40 Washington Street (to be inserted by National Grid)  
Westborough, MA 01581

3. Who would you like National Grid to contact regarding questions on the information provided below?

Name: Donna Angelico Telephone #: 508-365-3070  
Fax #: 800-365-1642 E-Mail: donna.angelico@csgrp.com

4. Does Contractor perform employee checks internally, or are they performed by outside firms or agencies?

- Internal  - External

5. List the names and contact information of any agencies or firms engaged by Contractor to perform employee background checks.

Company Name/Contact	Address	Phone
HireRight	24521 Network Place, Chicago, IL 60673-1245	949-428-5842

6. Contractor certifies by signing and initialing below that it understands National Grid's requirements for Contractor Employee background checks as defined in "National Grid Requirements for Contractor Employee Background Checks (For National Grid Level 2 Baseline & Supplemental Requirements)", and that it is in full compliance with all applicable requirements.

Background Checks	Initial
a. Identification Verification and Eligibility to Work in the Country	
b. Seven-year Criminal History Background Checks	
c. Five-year Residential Address Verification (new hires)	
d. Three-year Employment History Verification (new hires)	
e. Motor Vehicle Operation	
f. Previously Terminated or Removed Workers	
g. Supplemental Requirements as checked	None
h. Sub-Contractor Requirements	See Commercial exceptions

Mark R. Dye Mark R. Dye 1/14/11  
7. Officer/Principal Name Signature Date

REDACTED

## CONSULTANT SERVICES AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time,

by and between [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] and The

Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280 Melrose Street, Providence, Rhode Island 02907 (a "National Grid Company" or "Company") (Purchaser) and Conservation Services Group, Inc. ("Consultant"), having its principal place of business at 50 Westborough Street, Westborough, MA 01581 for the Services identified as:

### **Cool Smart Program in Massachusetts and Rhode Island**

#### **ARTICLE 1 - SCOPE OF SERVICES**

The Consultant hereby agrees to provide all materials, equipment, apparatus, tools, labor, services and facilities and everything incidental, requisite and proper to perform services for the Cool Smart Program in Massachusetts and Rhode Island, all in accordance with this Agreement and its attachments, including without limitation any relevant Purchase Order(s) issued hereunder.

#### **ARTICLE 2 - CONTRACT DOCUMENTS**

The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, are incorporated by reference as if fully set forth herein. Consultant may be subject to annual training, certification, or audit for compliance and adherence to all or some of the schedules listed below. All component parts, hereinafter referred to collectively and individually as the "Contract Documents" or "Agreement", are intended to be complementary and contain the entire agreement between the parties. In the event of conflict between the documents, they are listed in descending order of precedence.



1. Schedule A: Supplemental Terms and Conditions, if any
2. Schedule B: National Grid USA and. Affiliated Companies Terms and Conditions for Consulting Services, Document No. 00400 (rev. 06/25/09)
3. Schedule C: Non-Disclosure Agreement w/ Security Addendum (rev. 03/05/2013)
4. Schedule D: Scope of Work and Pricing (dated 11/06/2014)
5. Schedule E: Background Check Requirements Level 2 dated 03/25/2013
6. Schedule F: Contractor Safety Requirements (dated 09/11/2013)
7. Schedule G: Environmental Requirements (dated 05/2010)

#### ARTICLE 3 - SCHEDULE

Prior to commencement of work, any work to be performed under this Agreement shall be completed in accordance with the schedule developed by the Consultant and accepted by the Purchaser. The Consultant shall prepare and provide updated schedules as requested by the Purchaser.

#### ARTICLE 4 - CONTRACT PRICE

The contract price for the work shall be specified in the relevant Project-Specific Cost and Schedule Proposal as noted in Schedule D - Scope of Work and Pricing (dated 11/06/2014). The contract price shall be all inclusive for the work required by the relevant project cost and schedule in accordance with all the Contract Documents.

Pricing shall be firm and effective through December 31, 2016. Purchaser reserves the right to renegotiate pricing if there is a significant change in program activity. Any new pricing will be negotiated and mutually agreed to by the parties. This Agreement must then be modified in writing accordingly.

#### ARTICLE 5 - PAYMENTS

The Consultant shall submit invoices for work completed during the billing period or in accordance with the payment milestones otherwise stipulated in the relevant Scope of Work. All

REDACTED

invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in the Terms and Conditions and Supplemental Terms and Conditions, if any.

#### ARTICLE 6 – NOTICES

Notices required or permitted under this Agreement shall be addressed to:

**Consultant:**

Conservation Services Group, Inc.

50 Washington Street

Westborough, MA 01581

Attention: Legal Department

**Purchaser:**

National Grid

40 Sylvan Road

Waltham, MA 02451

Attention: John Spring

#### ARTICLE 7 – SEVERAL LIABILITY

The rights and obligations of each National Grid Company in connection herewith shall be several and not joint. Any claims Consultant may have against a Purchaser under a particular Purchase Order, including without limitation any claims for payment or claims based on damages or other liability, may apply only to such individual National Grid Company, and may not be sought from any other National Grid Companies, regardless of whether they are Purchasers under other Purchase Orders. Consultant hereby explicitly waives any right it may have for recovery against any National Grid Company other than the National Grid Company identified as the Purchaser on a particular Purchase Order, for all matters arising out of or connected to such individual Purchase Order.

#### ARTICLE 8 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the National Grid Companies and the Consultant, with respect to the Services specified and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

REDACTED

ARTICLE 9 – ADDITIONAL NATIONAL GRID COMPANIES

With the approval of the National Grid Companies, any current or future affiliate of such companies may become a party to this Agreement at its discretion. Consultant agrees that it shall execute any documents, including any amendments to this Agreement or any letter of acknowledgement that such affiliate reasonably believes to be necessary to effect its inclusion as a party under this Agreement. Once included as a party, such affiliate may exercise all rights afforded to the National Grid Companies under this Agreement.

ARTICLE 10 – TERM OF THE AGREEMENT

The Agreement shall be effective on the date when signed by the party signing last in time through December 31, 2016 unless terminated, or canceled, pursuant to the provisions of the Terms and Conditions and Supplemental Terms and Conditions, if any.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

CONSERVATION SERVICES GROUP INC.

NATIONAL GRID COMPANIES



Signature: Robert A. Eckel

Name: Robert A. Eckel

Title: Regional VP, New England

Date: 3/9/15

Signature: [Handwritten Signature]

Name: John N. Spring

Title: Category Manager

Date: 3/12/15

Contract Schedules:

REDACTED

## NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") dated as of December 19, 2014 (the "*Effective Date*"), between Conservation Services Group, Inc. ("Company"), a Massachusetts corporation and

[REDACTED]

and The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280 Melrose Street, Providence, Rhode Island 02907; d/b/a National Grid, ("National Grid"), each, individually, a "*Party*" and, collectively, the "*Parties*".

**WHEREAS**, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

**WHEREAS**, the Parties desire to disclose Information to each other in connection with CoolSmart Program in Massachusetts and Rhode Island (the "*Purpose*"); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Affiliates in connection with such Purpose, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Definitions.

(a) The term "*Information*" means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed by the Disclosing Party or its Affiliates (or its or its Affiliates' agents, servants, contractors, representatives, or employees) to the Recipient or its Representatives (as such term is defined below) in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or

REDACTED

REDACTED

## SERVICES AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time,  
by and between [REDACTED]

[REDACTED]  
[REDACTED] and

The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280  
Melrose Street, Providence, Rhode Island 02907; each a National Grid company (collectively  
referred to herein as the "National Grid Companies" and each, individually, a "National Grid  
Company") (Purchaser); and Conservation Services Group, Inc. (CSG)(Service Firm), having its  
principal place of business at 40 Washington St. Westborough, MA 01581 for the Services  
identified as:

### **NATIONAL GRID USA COMPANIES: MA, RI LEAD VENDOR TO MANAGE THE COOLSMART PROGRAM**

Purchase Order No. [REDACTED], 0000150959 (RI)

#### ARTICLE 1 - SCOPE OF SERVICES

The Service Firm hereby agrees to provide all materials, equipment, apparatus, tools, labor,  
services and facilities and everything incidental, requisite and proper to perform the Lead Vendor  
role in the CoolSmart program for residential customers ("Work") on an as-needed basis in  
various locations throughout Massachusetts and Rhode Island, all in accordance with this  
Agreement (as defined below) and its attachments, including without limitation any relevant  
Purchase Order(s) issued hereunder.

#### ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, including all attached schedules, appendices, exhibits or other  
attachments thereto, are incorporated by reference as if fully set forth herein. All component parts,  
hereinafter referred to collectively and individually as the "Contract Documents" or "Agreement",  
are intended to be complementary and contain the entire agreement between the parties. In the  
event of conflict between the documents, they are listed in descending order of precedence.

REDACTED

1. Schedule A: Supplemental conditions (If any)
  2. Schedule B: National Grid USA and Affiliated Companies Terms and Conditions for Services, Document No. 00300 (rev.2 6/25/09)
  3. Schedule C: Non Disclosure Agreement (rev. 05/18/10)
  4. Schedule D: Background Check Requirements dated 07/21/10
  5. Schedule E: National Grid Scope of Services
  6. Schedule F: Conservation Services Group Scope of Services
  7. Schedule G: Price Schedule
  8. Schedule H: National Grid Safety Policy
  9. Schedule I: National Grid Environmental Policy
- 

### ARTICLE 3 – SCHEDULE

Any Work to be performed under this Agreement shall be commenced on the date specified in the relevant Project-Specific Cost and Schedule Proposal prepared by the Service Firm, and shall be completed in accordance with the schedule developed by the Service Firm and accepted by the Purchaser. The Service Firm shall prepare updated schedules as requested by the Purchaser.

### ARTICLE 4 - CONTRACT PRICE

The Contract Price for the Work shall be specified in the relevant Project-Specific Cost and Schedule Proposal. The Contract Price shall be all inclusive for the Work required by the relevant Project cost and Schedule in accordance with all the Contract Documents.

Pricing shall be firm and effective from July 1, 2011 to December 31, 2012. Company reserves the right to renegotiate pricing if there is a significant increase in contract activity. Any new pricing will be negotiated and mutually agreed to by the parties. The effective date of any new pricing will be negotiated by the parties. This Agreement must then be modified in writing accordingly.

The total projected costs for the initial agreed to scope of work is [REDACTED] over two years. [REDACTED]

REDACTED

\_\_\_\_\_ and the cost of the Rhode Island program is \$404,000. Any changes to the agreed Scope of Work will need to be approved in writing by both Parties before the implementation of the changes.

ARTICLE 5 - PAYMENTS

The Service Firm shall submit invoices and supporting documentation for the work completed during the billing period. Payment terms shall be net 30 days from receipt of a correct invoice. All invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in the terms and conditions. Service Firm must include Purchase Order Number in all invoices. All payments to Service Firms will be made via ACH (Automated Clearinghouse) electronic transmittal; no payments will be made via check. Invoices are also subject to the terms and conditions set forth herein.

ARTICLE 6 – NOTICES

Notices required or permitted under this Agreement shall be addressed to:

Conservation Services Group Inc

National Grid

40 Washington St.

40 Sylvan Rd

Westborough, MA 01581

Waltham, MA 02451

Attention: ~~William Gavin~~

Attention: Harry McDonough

*Robert Eckel RAE*

ARTICLE 7 – SEVERAL LIABILITY

The rights and obligations of each National Grid Company in connection herewith shall be several and not joint. Any claims Service Firm may have against a National Grid Company under a particular Purchase Order, including without limitation any claims for payment or claims based on damages or other liability, may apply only to such individual National Grid Company, and may not be sought from any other National Grid Companies, regardless of whether they are National



REDACTED

Grid Company under other Purchase Orders. Service Firm hereby explicitly waives any right it may have for recovery against any National Grid Company other than the National Grid Company identified as the National Grid Company on a particular Purchase Order, for all matters arising out of or connected to such individual Purchase Order.

#### ARTICLE 8 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the National Grid Companies and the Service Firm, with respect to the Services specified, and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

#### ARTICLE 9 – ADDITIONAL NATIONAL GRID COMPANIES

With the approval of the National Grid Companies, any current or future affiliate of such companies may become a party to this Agreement at its discretion. Service Firm agrees that it shall execute any documents, including any amendments to this Agreement or any letter of acknowledgement that such affiliate reasonably believes to be necessary to effect its inclusion as a party under this Agreement. Once included as a party, such affiliate may exercise all rights afforded to the National Grid Companies under this Agreement.

#### ARTICLE 10 – TERM OF THE AGREEMENT

The Agreement shall be effective on the date when signed by the party signing last in time through December 31, 2012 (“Term”) unless terminated or canceled pursuant to the provisions of the Terms and Conditions and Supplemental Conditions, if any. This Agreement may be extended for two (2) additional one and half year periods with the written consent and mutual agreement of all parties. Service Firm shall provide a proposal for an extension to the Company ninety (90) days prior to expiration of the initial Term of this Agreement. If the parties cannot reach a mutual agreement an extension, the Agreement will expire at the end of the Term.

REDACTED

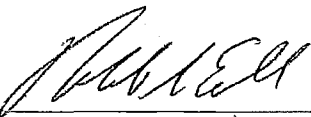
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

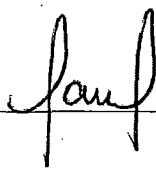
Conservation Services Group Inc.

NATIONAL GRID COMPANIES



The Narragansett Electric Company

By: 

By: 

Name: Robert A. Eckert

Name: Carlos Jovel

Title: New England Regional VP

Title: Category Manager

Date: 8/11/11

Date: 8/23/11

REDACTED

Page 1 of 2

	Additional Detail Required provide in Excel format	Flat Fee\$/ Unit or per Day	\$ Per Month	Hourly Rate \$	Anticipated Avg Hours or Units per Month	Monthly Avg \$	12 month Total \$	
<b>Bid Form Summary - HVAC Program</b>								
1	Monthly Program Management and administration fee which includes a flat rate or fee for providing invoices, management reports and summaries. (This must include all tasks not otherwise itemized below that are described in the Scope of Services)	Also provide weighted Avg hourly rate and detail of staff, rates and hours per month if there is a team on this task	N/A	\$12,500		\$12,500	\$150,000	
2	Recruiting of HVAC contractors/technicians (including hourly rates and anticipated hours)	as above if team on this task	N/A	\$80	38	\$3,040	\$36,480	
3	QIV Class room and field Training (including brushless fan motors) of HVAC contractors/technicians. Rate is per technician. Includes all incidental costs.	Price per student, Not to exceed \$400 per class	\$175	N/A	44	\$7,700	\$92,400	
4	Duct Sealing Training of HVAC contractors/technicians. Rate is per technician. Includes all incidental costs.	Price per student, Not to exceed \$550 per class	\$80	N/A	6	\$480	\$5,760	
5	Technical coordination function: On-site education and guidance with contractor's technicians following attendance at the QIV or Duct Sealing training	as above if team on this task		\$80	150	\$12,000	\$144,000	
6	Tracking system and Database development (if applicable) fee.	as above if team on this task		\$130	6	N/A	\$9,360	
7	Flat rate or fee for processing each contractor incentive and issuing checks.			N/A				
	Standard Replacement Package, Early Replacement Package, Duct Sealing, BFM's		\$15.50					
	Digital Tuneups, Downsizing, Others		\$8.50					
	Total					\$4,847	\$58,169	
8	Flat rate or fee for on site Inspection of TUNE-Up Including refrigerant charge and air flow verification		\$230	N/A	18	\$4,140	\$49,680	
9	Flat rate or fee for on site inspection of INSTALLATION including refrigerant charge and air flow and visual inspection of equipment, including brushless fan motors.		\$265	N/A	18	\$4,770	\$57,240	
10	Flat rate or fee for conducting digital tune-up and required reporting in lieu of HVAC contractor which may be needed to meet consumer demand		N/A	N/A	N/A	N/A	N/A	
11	Additional fees or hourly rates for additional services offered by Contractor.	describe here or attach detail indicate if optional or to meet scope as written			See Table Below	20	\$1,810	\$21,720
12	Flat rate or fee to report savings calculations as outlined in the TRM (Massachusetts Technical Reference Manual)		\$130/hr as necessary	N/A	N/A	N/A	N/A	
	Marketing - Required	Use attached detail, average & split total cost out to monthly basis		\$3,968		\$3,968	\$47,621	
	<b>Bid Total</b>					<b>\$56,256</b>	<b>\$672,430</b>	
	Marketing - Optional	Use attached detail, average & split total cost out to monthly basis		\$8,118		\$8,118	\$97,417	
	Other Optional Services	List below attach detail if needed split total cost out to monthly basis	Optional Services Available Based on Consulting Rates		See Table Below			

REDACTED

Bidder Company Name: Conservation Services Group

Completed by: Steve Cowell

Signature: \_\_\_\_\_

Title: CEO

Date: January 31, 2011

Additional Services Within Scope of Services		
	Hrs.	Rates
Director of Marketing - Regions	2	\$110
Graphic Designer	8	\$70
Technical Consultant - Buck Taylor	10	\$100

Optional Services Consulting Rates	
Regional VP	\$140
Program Manager	\$95
HVAC Trainer/Tech Support	\$80
Admin Asst.	\$40
Dir. Marketing - Regions	\$130
Graphic Designer	\$70

REDACTED

In Re: 2022 Annual Energy Efficiency Plan  
Responses to the Division's First Set of Post-Decisional Data Requests  
Attachment 1.12(d)(2)  
Page 45 of 71

Page 2 of 2

Primary Marketing Activity*	Quantity			Development Cost			Printing/Production Cost			Total Cost		
	A	B	C	A	B	C	A	B	C	A	B	C
Rebate application form**	20,000	25,000	30,000	\$1,750	\$1,750	\$1,750	\$10,594	\$13,242	\$15,891	\$12,344	\$14,992	\$17,641
Website maintenance and updates										\$3,500		
Customer Brochure	20,000	30,000	40,000	\$2,800	\$2,800	\$2,800	\$10,000	\$15,000	\$20,000	\$12,800	\$17,800	\$22,800
Broadcast email to contractors	1,500	7,500	15,000	\$1,680	\$1,680	\$1,680	\$1,560	\$2,100	\$3,000	\$3,240	\$3,780	\$4,680
Promotional Items / Giveaways	1	1	1	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500	\$2,500	\$2,500
<b>Sub Total</b>				\$1,750	\$1,750	\$1,750	\$10,594	\$13,242	\$15,891	\$12,344	\$14,992	\$17,641
<b>Optional Marketing Activity*</b>												
Contractor Brochure	10,000	15,000	20,000	\$2,800	\$2,800	\$2,800	\$5,000	\$7,500	\$10,000	\$7,800	\$10,300	\$12,800
Bill Insert -3.5 X 6 inches - two sided	2,000,000			\$700			\$72,500			\$73,200		
Direct mail post card - 6 X 9 inches	1,500	7,500	15,000	\$2,800	\$2,800	\$2,800	\$976	\$4,876	\$9,757	\$3,776	\$7,576	\$12,557
Program letterhead	10,000	15,000	20,000	\$700	\$700	\$700	\$4,025	\$6,038	\$8,050	\$4,725	\$6,738	\$8,750
Trade Newspaper / Magazine ad (see next two rows below)												
HVAC Insider (full page color ad)	monthly			\$1,120			\$5,750			\$5,870		
Progress Magazine (full page color ad)	quarterly			\$1,120			\$17,250			\$18,370		
Home shows, trade shows, and trade ally events	4	6	8	\$5,160	\$7,840	\$9,520	\$35,000	\$40,000	\$45,000	\$41,160	\$47,840	\$54,520
Miscellaneous Form	1,000	3,000	5,000	\$3,500	\$3,500	\$3,500	\$1,058	\$3,174	\$5,290	\$4,558	\$6,674	\$8,790
Other	1,000	3,000	5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Sub Total Optional Marketing</b>				\$23,380	\$22,120	\$23,800	\$153,118	\$78,690	\$101,097	\$178,999	\$103,310	\$97,417
<b>Total Cost</b>				\$25,130	\$23,870	\$25,550	\$163,712	\$91,932	\$116,987	\$191,342	\$118,302	\$145,037

\*Primary and optional Marketing Activities which will be considered for implementation consistent with the COOL Smart Program in conjunction with the selected vendor.  
\*\* This is responsive to the RFP request. We expect that total volume will actually be substantially lower.

Bidder Company Name: Conservation Services Group

Completed by: Steve Cowell

Signature: \_\_\_\_\_

Title: CEO

Date: January 31, 2011

REDACTED

## NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") dated as of August 11, 2011 (the "Effective Date"), between Conservation Services Group, Inc., a Massachusetts Corporation and [REDACTED] and The Narragansett Electric Company, a Rhode Island corporation, d/b/a National Grid, ("National Grid" or the "Company") each, individually, a "Party" and, collectively, the "Parties".

**WHEREAS**, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

**WHEREAS**, the Parties desire to disclose Information to each other in connection with the management of the CoolSmart program (the "Purpose"); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Affiliates in connection with such Purpose, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Definitions.

(a) The term "Information" means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed by the Disclosing Party or its Affiliates (or its or its Affiliates' agents, servants, contractors, representatives, or employees) to the Recipient or its Representatives (as such term is defined below) in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above; and

(iii) The fact that this Agreement exists, that Information has been or may be disclosed pursuant to this Agreement, and/or that the Recipients or their Affiliates may be considering a potential transaction (including the status thereof).

REDACTED

(b) The term "*Recipient*" means a Party to whom the other Party discloses Information in its possession.

(c) The term "*Disclosing Party*" means the Party disclosing Information in its possession to a Recipient.

(d) The term "*Representative(s)*" means the Affiliates of a Recipient and the officers, directors, employees, contractors, and representatives of such Recipient and its Affiliates.

(e) The term "*Affiliate*" shall mean any person controlling, controlled by, or under common control with, any other person; "control" shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person.

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§2. Permitted Disclosure. Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and shall not divulge Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Agreement and agrees to observe and comply with the obligations of the Recipient under this Agreement with regard to such Information. The Recipient shall be responsible hereunder for any breach of the terms of this Agreement to the extent caused by its Representatives.

§3. Exclusions from Application.

(a) This Agreement shall not apply to Information that,

(i) at the time of disclosure to the Recipient, is in the public domain, or thereafter enters the public domain without any breach of this Agreement by the Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Affiliates prior to its disclosure by the Disclosing Party to Recipient hereunder,

(iii) is rightfully acquired by Recipient or its Affiliate(s) from a third party who is not under any obligation of confidence with respect to such Information, or

REDACTED

## CONSULTANT SERVICES AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time,  
by and between [REDACTED]

[REDACTED]

[REDACTED] and The  
Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280  
Melrose Street, Providence, Rhode Island 02907 (a "National Grid Company" or "Company")  
(Purchaser) and Conservation Services Group, Inc. ("Consultant"), having its principal place of  
business at 50 Westborough Street, Westborough, MA 01581 for the Services identified as:

### **Cool Smart Program in Massachusetts and Rhode Island**

#### ARTICLE 1 - SCOPE OF SERVICES

The Consultant hereby agrees to provide all materials, equipment, apparatus, tools, labor,  
services and facilities and everything incidental, requisite and proper to perform services for the  
Cool Smart Program in Massachusetts and Rhode Island, all in accordance with this Agreement  
and its attachments, including without limitation any relevant Purchase Order(s) issued  
hereunder.

#### ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, including all attached schedules, appendices, exhibits or other  
attachments thereto, are incorporated by reference as if fully set forth herein. Consultant may be  
subject to annual training, certification, or audit for compliance and adherence to all or some of  
the schedules listed below. All component parts, hereinafter referred to collectively and  
individually as the "Contract Documents" or "Agreement", are intended to be complementary and  
contain the entire agreement between the parties. In the event of conflict between the documents,  
they are listed in descending order of precedence.



REDACTED

1. Schedule A: Supplemental Terms and Conditions, if any
2. Schedule B: National Grid USA and. Affiliated Companies Terms and Conditions for Consulting Services, Document No. 00400 (rev. 06/25/09)
3. Schedule C: Non-Disclosure Agreement w/ Security Addendum (rev. 03/05/2013)
4. Schedule D: Scope of Work and Pricing (dated 11/06/2014)
5. Schedule E: Background Check Requirements Level 2 dated 03/25/2013
6. Schedule F: Contractor Safety Requirements (dated 09/11/2013)
7. Schedule G: Environmental Requirements (dated 05/2010)

#### ARTICLE 3 - SCHEDULE

Prior to commencement of work, any work to be performed under this Agreement shall be completed in accordance with the schedule developed by the Consultant and accepted by the Purchaser. The Consultant shall prepare and provide updated schedules as requested by the Purchaser.

#### ARTICLE 4 - CONTRACT PRICE

The contract price for the work shall be specified in the relevant Project-Specific Cost and Schedule Proposal as noted in Schedule D - Scope of Work and Pricing (dated 11/06/2014). The contract price shall be all inclusive for the work required by the relevant project cost and schedule in accordance with all the Contract Documents.

Pricing shall be firm and effective through December 31, 2016. Purchaser reserves the right to renegotiate pricing if there is a significant change in program activity. Any new pricing will be negotiated and mutually agreed to by the parties. This Agreement must then be modified in writing accordingly.

#### ARTICLE 5 - PAYMENTS

The Consultant shall submit invoices for work completed during the billing period or in accordance with the payment milestones otherwise stipulated in the relevant Scope of Work. All

REDACTED

invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in the Terms and Conditions and Supplemental Terms and Conditions, if any.

#### ARTICLE 6 – NOTICES

Notices required or permitted under this Agreement shall be addressed to:

**Consultant:**

Conservation Services Group, Inc.

50 Washington Street

Westborough, MA 01581

Attention: Legal Department

**Purchaser:**

National Grid

40 Sylvan Road

Waltham, MA 02451

Attention: John Spring

#### ARTICLE 7 – SEVERAL LIABILITY

The rights and obligations of each National Grid Company in connection herewith shall be several and not joint. Any claims Consultant may have against a Purchaser under a particular Purchase Order, including without limitation any claims for payment or claims based on damages or other liability, may apply only to such individual National Grid Company, and may not be sought from any other National Grid Companies, regardless of whether they are Purchasers under other Purchase Orders. Consultant hereby explicitly waives any right it may have for recovery against any National Grid Company other than the National Grid Company identified as the Purchaser on a particular Purchase Order, for all matters arising out of or connected to such individual Purchase Order.

#### ARTICLE 8 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the National Grid Companies and the Consultant, with respect to the Services specified and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

REDACTED

ARTICLE 9 – ADDITIONAL NATIONAL GRID COMPANIES

With the approval of the National Grid Companies, any current or future affiliate of such companies may become a party to this Agreement at its discretion. Consultant agrees that it shall execute any documents, including any amendments to this Agreement or any letter of acknowledgement that such affiliate reasonably believes to be necessary to effect its inclusion as a party under this Agreement. Once included as a party, such affiliate may exercise all rights afforded to the National Grid Companies under this Agreement.

ARTICLE 10 – TERM OF THE AGREEMENT

The Agreement shall be effective on the date when signed by the party signing last in time through December 31, 2016 unless terminated, or canceled, pursuant to the provisions of the Terms and Conditions and Supplemental Terms and Conditions, if any.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

CONSERVATION SERVICES GROUP INC.

NATIONAL GRID COMPANIES



Signature: Robert A. Eckel

Name: Robert A. Eckel

Title: Regional VP New England

Date: 3/9/15

Signature: [Handwritten Signature]

Name: John N. Spring

Title: Category Manager

Date: 3/12/15

Contract Schedules:

REDACTED

## NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") dated as of December 19, 2014 (the "*Effective Date*"), between Conservation Services Group, Inc. ("Company"), a Massachusetts corporation and Boston Gas Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451, and Colonial Gas Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451, and Essex Gas Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451, and Massachusetts Electric Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451; and Nantucket Electric Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451; and The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280 Melrose Street, Providence, Rhode Island 02907; d/b/a National Grid, ("National Grid"), each, individually, a "*Party*" and, collectively, the "*Parties*".

**WHEREAS**, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

**WHEREAS**, the Parties desire to disclose Information to each other in connection with CoolSmart Program in Massachusetts and Rhode Island (the "*Purpose*"); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Affiliates in connection with such Purpose, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Definitions.

(a) The term "*Information*" means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed by the Disclosing Party or its Affiliates (or its or its Affiliates' agents, servants, contractors, representatives, or employees) to the Recipient or its Representatives (as such term is defined below) in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or

REDACTED

REDACTED

## SERVICES AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time, by and between [REDACTED]

[REDACTED] and

The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280 Melrose Street, Providence, Rhode Island 02907; each a National Grid company (collectively referred to herein as the "National Grid Companies" and each, individually, a "National Grid Company") (Purchaser); and Conservation Services Group, Inc. (CSG)(Service Firm), having its principal place of business at 40 Washington St. Westborough, MA 01581 for the Services identified as:

### **NATIONAL GRID USA COMPANIES: MA, RI LEAD VENDOR TO MANAGE THE COOLSMART PROGRAM**

Purchase Order No. [REDACTED], 0000150959 (RI)

#### ARTICLE 1 - SCOPE OF SERVICES

The Service Firm hereby agrees to provide all materials, equipment, apparatus, tools, labor, services and facilities and everything incidental, requisite and proper to perform the Lead Vendor role in the CoolSmart program for residential customers ("Work") on an as-needed basis in various locations throughout Massachusetts and Rhode Island, all in accordance with this Agreement (as defined below) and its attachments, including without limitation any relevant Purchase Order(s) issued hereunder.

#### ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, are incorporated by reference as if fully set forth herein. All component parts, hereinafter referred to collectively and individually as the "Contract Documents" or "Agreement", are intended to be complementary and contain the entire agreement between the parties. In the event of conflict between the documents, they are listed in descending order of precedence.

REDACTED

1. Schedule A: Supplemental conditions (If any)
  2. Schedule B: National Grid USA and Affiliated Companies Terms and Conditions for Services, Document No. 00300 (rev.2 6/25/09)
  3. Schedule C: Non Disclosure Agreement (rev. 05/18/10)
  4. Schedule D: Background Check Requirements dated 07/21/10
  5. Schedule E: National Grid Scope of Services
  6. Schedule F: Conservation Services Group Scope of Services
  7. Schedule G: Price Schedule
  8. Schedule H: National Grid Safety Policy
  9. Schedule I: National Grid Environmental Policy
- 

### ARTICLE 3 – SCHEDULE

Any Work to be performed under this Agreement shall be commenced on the date specified in the relevant Project-Specific Cost and Schedule Proposal prepared by the Service Firm, and shall be completed in accordance with the schedule developed by the Service Firm and accepted by the Purchaser. The Service Firm shall prepare updated schedules as requested by the Purchaser.

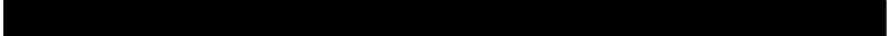
### ARTICLE 4 - CONTRACT PRICE

The Contract Price for the Work shall be specified in the relevant Project-Specific Cost and Schedule Proposal. The Contract Price shall be all inclusive for the Work required by the relevant Project cost and Schedule in accordance with all the Contract Documents.

Pricing shall be firm and effective from July 1, 2011 to December 31, 2012. Company reserves the right to renegotiate pricing if there is a significant increase in contract activity. Any new pricing will be negotiated and mutually agreed to by the parties. The effective date of any new pricing will be negotiated by the parties. This Agreement must then be modified in writing accordingly.

The total projected costs for the initial agreed to scope of work is [REDACTED] over two years. [REDACTED]

REDACTED

 and the cost of the Rhode Island program is \$404,000. Any changes to the agreed Scope of Work will need to be approved in writing by both Parties before the implementation of the changes.

ARTICLE 5 - PAYMENTS

The Service Firm shall submit invoices and supporting documentation for the work completed during the billing period. Payment terms shall be net 30 days from receipt of a correct invoice. All invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in the terms and conditions. Service Firm must include Purchase Order Number in all invoices. All payments to Service Firms will be made via ACH (Automated Clearinghouse) electronic transmittal; no payments will be made via check. Invoices are also subject to the terms and conditions set forth herein.

ARTICLE 6 – NOTICES

Notices required or permitted under this Agreement shall be addressed to:

Conservation Services Group Inc

National Grid

40 Washington St.

40 Sylvan Rd

Westborough, MA 01581

Waltham, MA 02451

Attention: ~~William Gavin~~

Attention: Harry McDonough

*Robert Eckel RAE*

ARTICLE 7 – SEVERAL LIABILITY

The rights and obligations of each National Grid Company in connection herewith shall be several and not joint. Any claims Service Firm may have against a National Grid Company under a particular Purchase Order, including without limitation any claims for payment or claims based on damages or other liability, may apply only to such individual National Grid Company, and may not be sought from any other National Grid Companies, regardless of whether they are National



REDACTED

Grid Company under other Purchase Orders. Service Firm hereby explicitly waives any right it may have for recovery against any National Grid Company other than the National Grid Company identified as the National Grid Company on a particular Purchase Order, for all matters arising out of or connected to such individual Purchase Order.

#### ARTICLE 8 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the National Grid Companies and the Service Firm, with respect to the Services specified, and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

#### ARTICLE 9 – ADDITIONAL NATIONAL GRID COMPANIES

With the approval of the National Grid Companies, any current or future affiliate of such companies may become a party to this Agreement at its discretion. Service Firm agrees that it shall execute any documents, including any amendments to this Agreement or any letter of acknowledgement that such affiliate reasonably believes to be necessary to effect its inclusion as a party under this Agreement. Once included as a party, such affiliate may exercise all rights afforded to the National Grid Companies under this Agreement.

#### ARTICLE 10 – TERM OF THE AGREEMENT

The Agreement shall be effective on the date when signed by the party signing last in time through December 31, 2012 (“Term”) unless terminated or canceled pursuant to the provisions of the Terms and Conditions and Supplemental Conditions, if any. This Agreement may be extended for two (2) additional one and half year periods with the written consent and mutual agreement of all parties. Service Firm shall provide a proposal for an extension to the Company ninety (90) days prior to expiration of the initial Term of this Agreement. If the parties cannot reach a mutual agreement an extension, the Agreement will expire at the end of the Term.

REDACTED

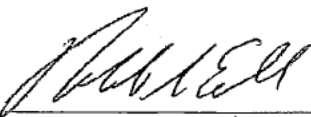
IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

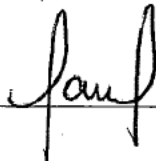
Conservation Services Group Inc.

NATIONAL GRID COMPANIES



The Narragansett Electric Company

By: 

By: 

Name: Robert A. Eckert

Name: Carlos Jovel

Title: New England Regional VP

Title: Category Manager

Date: 8/11/11

Date: 8/23/11

REDACTED

Page 1 of 2

	Additional Detail Required provide in Excel format	Flat Fee\$/Unit or per Day	\$ Per Month	Hourly Rate \$	Anticipated Avg Hours or Units per Month	Monthly Avg \$	12 month Total \$
<b>Bid Form Summary - HVAC Program</b>							
1	Monthly Program Management and administration fee which includes a flat rate or fee for providing invoices, management reports and summaries. (This must include all tasks not otherwise itemized below that are described in the Scope of Services)	Also provide weighted Avg hourly rate and detail of staff, rates and hours per month if there is a team on this task	NA	\$12,500		\$12,500	\$150,000
2	Recruiting of HVAC contractors/technicians (including hourly rates and anticipated hours)	as above if team on this task	NA	\$80	38	\$3,040	\$36,480
3	QIV Class room and field Training (including brushless fan motors) of HVAC contractors/technicians. Rate is per technician. Includes all incidental costs.	Price per student, Not to exceed \$900 per class	\$175	NA	44	\$7,700	\$92,400
4	Duct Sealing Training of HVAC contractors/technicians. Rate is per technician. Includes all incidental costs.	Price per student, Not to exceed \$550 per class	\$80	NA	6	\$480	\$5,760
5	Technical coordination function: On-site education and guidance with contractor's technicians following attendance at the QIV or Duct Sealing training	as above if team on this task		\$80	150	\$12,000	\$144,000
6	Tracking system and Database development (if applicable) fee.	as above if team on this task	NA	\$130	6	NA	\$9,360
7	Flat rate or fee for processing each contractor incentive and issuing checks.	NA	NA	NA			
	Standard Replacement Package, Early Replacement Package, Duct Sealing, BFM's		\$15.50				
	Digital Tuneups, Downsizing, Others		\$8.50				
	<b>Total</b>					\$4,847	\$58,169
8	Flat rate or fee for on site inspection of TUNE-Up including refrigerant charge and air flow verification	NA	\$230	NA	18	\$4,140	\$49,680
9	Flat rate or fee for on site inspection of INSTALLATION including refrigerant charge and air flow and visual inspection of equipment, including brushless fan motors.	NA	\$265	NA	18	\$4,770	\$57,240
10	Flat rate or fee for conducting digital tune-up and required reporting in lieu of HVAC contractor which may be needed to meet consumer demand	NA	N/A	NA	NA	NA	NA
11	Additional fees or hourly rates for additional services offered by Contractor.	describe here or attach detail indicate if optional or to meet scope as written		See Table Below	20	\$1,810	\$21,720
12	Flat rate or fee to report savings calculations as outlined in the TRM (Massachusetts Technical Reference Manual)	NA	\$130/hr as necessary	NA	NA	NA	NA
	<b>Marketing - Required</b>	Use attached detail, average & split total cost out to monthly basis		\$3,968		\$3,968	\$47,621
	<b>Bid Total</b>					\$56,256	\$672,430
	<b>Marketing - Optional</b>	Use attached detail, average & split total cost out to monthly basis		\$8,118		\$8,118	\$97,417
	<b>Other Optional Services</b>	List below attach detail if needed split total cost out to monthly basis	Optional Services Available Based on Consulting Rates See Table Below				

REDACTED

Bidder Company Name: Conservation Services Group

Completed by: Steve Cowell

Signature: \_\_\_\_\_

Title: CEO

Date: January 31, 2011

Additional Services Within Scope of Services		
	Hrs	Rates
Director of Marketing - Regions	2	\$110
Graphic Designer	8	\$70
Technical Consultant - Buck Taylor	10	\$100

Optional Services Consulting Rates	
Regional VP	\$140
Program Manager	\$95
HVAC Trainer/Tech Support	\$80
Admin Asst.	\$40
Dir. Marketing - Regions	\$130
Graphic Designer	\$70

REDACTED

Page 2 of 2

Primary Marketing Activity*	Quantity			Development Cost			Printing/Production Cost			Total Cost		
	A	B	C	A	B	C	A	B	C	A	B	C
Rebate application form**	20,000	25,000	30,000	\$1,750	\$1,750	\$1,750	\$10,594	\$13,242	\$15,891	\$12,344	\$14,992	\$17,641
Website maintenance and updates										\$3,500		
Customer Brochure	20,000	30,000	40,000	\$2,800	\$2,800	\$2,800	\$10,000	\$15,000	\$20,000	\$12,800	\$17,800	\$22,800
Broadcast email to contractors	1,500	7,500	15,000	\$1,680	\$1,680	\$1,680	\$1,560	\$2,100	\$3,000	\$3,240	\$3,780	\$4,680
Promotional Items / Giveaways	1	1	1	\$0	\$0	\$0	\$0	\$0	\$0	\$2,600	\$2,600	\$2,500
<b>Sub Total</b>				\$1,750	\$1,750	\$1,750	\$10,594	\$13,242	\$15,891	\$12,344	\$14,992	\$47,621
<b>Optional Marketing Activity*</b>												
Contractor Brochure	10,000	15,000	20,000	\$2,800	\$2,800	\$2,800	\$5,000	\$7,500	\$10,000	\$7,800	\$10,300	\$12,800
Bill Insert - 3.5 X 6 inches - two sided	2,000,000			\$700			\$72,500			\$73,200		
Direct mail post card - 6 X 9 inches	1,500	7,500	15,000	\$2,800	\$2,800	\$2,800	\$976	\$4,878	\$9,757	\$3,776	\$7,878	\$12,557
Program letterhead	10,000	15,000	20,000	\$700	\$700	\$700	\$4,025	\$6,038	\$8,050	\$4,725	\$6,738	\$8,750
Trade Newspaper / Magazine ad (see next two rows below)												
HVAC Insider ( full page color ad)	monthly			\$1,120			\$5,750			\$6,870		
Progress Magazine (full page color ad)	quarterly			\$1,120			\$17,250			\$18,370		
Home shows, trade shows, and trade ally events	4	6	8	\$5,160	\$7,840	\$9,520	\$35,000	\$40,000	\$45,000	\$41,160	\$47,840	\$54,520
Miscellaneous Form	1,000	3,000	5,000	\$3,500	\$3,500	\$3,500	\$1,058	\$3,174	\$5,290	\$4,558	\$6,874	\$8,790
Other	1,000	3,000	5,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Sub Total Optional Marketing</b>				\$23,380	\$22,120	\$23,800	\$153,119	\$78,690	\$101,097	\$178,999	\$103,310	\$97,417
<b>Total Cost</b>				\$25,130	\$23,870	\$25,550	\$163,712	\$91,932	\$116,987	\$191,342	\$118,302	\$145,037

\*Primary and optional Marketing Activities which will be considered for Implementation consistent with the COOL Smart Program in conjunction with the selected vendor.  
\*\* This is responsive to the RFP request. We expect that total volume will actually be substantially lower.

Bidder Company Name: Conservation Services Group

Completed by: Steve Cowell

Signature: \_\_\_\_\_

Title: CEO

Date: January 31, 2011

REDACTED

## NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") dated as of August 11, 2011 (the "Effective Date"), between Conservation Services Group, Inc., a Massachusetts Corporation and Massachusetts Electric Company, a Massachusetts corporation, and Nantucket Electric Company, a Massachusetts corporation, and The Narragansett Electric Company, a Rhode Island corporation, d/b/a National Grid, ("National Grid" or the "Company") each, individually, a "Party" and, collectively, the "Parties".

**WHEREAS**, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

**WHEREAS**, the Parties desire to disclose Information to each other in connection with the management of the CoolSmart program (the "Purpose"); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Affiliates in connection with such Purpose, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Definitions.

(a) The term "Information" means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed by the Disclosing Party or its Affiliates (or its or its Affiliates' agents, servants, contractors, representatives, or employees) to the Recipient or its Representatives (as such term is defined below) in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above; and

(iii) The fact that this Agreement exists, that Information has been or may be disclosed pursuant to this Agreement, and/or that the Recipients or their Affiliates may be considering a potential transaction (including the status thereof).

REDACTED

(b) The term "*Recipient*" means a Party to whom the other Party discloses Information in its possession.

(c) The term "*Disclosing Party*" means the Party disclosing Information in its possession to a Recipient.

(d) The term "*Representative(s)*" means the Affiliates of a Recipient and the officers, directors, employees, contractors, and representatives of such Recipient and its Affiliates.

(e) The term "*Affiliate*" shall mean any person controlling, controlled by, or under common control with, any other person; "control" shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person.

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§2. *Permitted Disclosure.* Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and shall not divulge Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Agreement and agrees to observe and comply with the obligations of the Recipient under this Agreement with regard to such Information. The Recipient shall be responsible hereunder for any breach of the terms of this Agreement to the extent caused by its Representatives.

§3. *Exclusions from Application.*

(a) This Agreement shall not apply to Information that,

(i) at the time of disclosure to the Recipient, is in the public domain, or thereafter enters the public domain without any breach of this Agreement by the Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Affiliates prior to its disclosure by the Disclosing Party to Recipient hereunder,

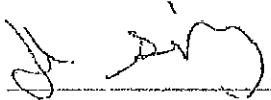
(iii) is rightfully acquired by Recipient or its Affiliate(s) from a third party who is not under any obligation of confidence with respect to such Information, or

REDACTED

### ACKNOWLEDGMENT OF CONSENT TO ASSIGNMENT

By this acknowledgment, and subject to completion of the transaction between the parties (including approval by the Massachusetts Attorney General's office), National Grid ("Consenter") consents to the assignment by Conservation Services Group, Inc. ("Assignor") to CLEAResult East Operating, LLC, a Delaware limited liability company and/or its affiliates ("Assignee"), of all right, title and interest of Assignor under all of the agreement(s) between Assignor and Consenter (the "Agreement(s)") and to the assumption by Assignee of all of the obligations of Assignor under the Agreements. Consenter waives or is satisfied with all the conditions under the Agreement(s) related to this assignment. Assignor is discharged from any further obligations under the Agreement(s). All other terms and conditions of the Agreement(s) are ratified by the Consenter and the Assignee.

National Grid



05/20/2015

Authorized Signer and Date


John Spring Category  
Manager Global Procurement

Printed Name and Title

CLEAResult East Operating, LLC  
  
Authorized Signer

JOE MATTIOCO, CHIEF LEGAL  
Printed Name and Title OFFICER

Conservation Services Group, Inc.



Authorized Signer  
Jack Sheehan - CFO  
Printed Name and Title



REDACTED



AMENDMENT NO. 2 TO CONSULTANT SERVICES AGREEMENT

THIS AMENDMENT No. 2 ("**Amendment**") amends that certain Consultant Services Agreement, dated March 12, 2015 (the "**Agreement**"), by and between [REDACTED] and The Narragansett Electric Company (each, a "**National Grid Company**") and CLEARResult East Operating, LLC.


AMENDMENT

1. This Amendment is effective as of December 31, 2018 (the "**Effective Date**").
2. In Article 10 – Term of the Agreement, the Agreement is extended through September 30, 2019.
3. All capitalized terms not otherwise defined in this Amendment shall be defined as indicated in the Agreement. All other terms of the Agreement shall continue in full force and effect.

The parties to the Agreement have caused this Amendment to be duly executed on their respective behalf as of the Effective Date above.

CLEARResult East Operating, LLC  
By: CLEARResult Consulting Inc., its sole member

National Grid Companies

By: 

Name: Richard Creegan

Title: Vice President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REDACTED



AMENDMENT NO. 2 TO CONSULTANT SERVICES AGREEMENT

THIS AMENDMENT No. 2 ("**Amendment**") amends that certain Consultant Services Agreement, dated March 12, 2015 (the "**Agreement**"), by and between [REDACTED] and The Narragansett Electric Company (each, a "**National Grid Company**") and CLEAResult East Operating, LLC.


AMENDMENT

1. This Amendment is effective as of December 31, 2018 (the "**Effective Date**").
2. In Article 10 – Term of the Agreement, the Agreement is extended through September 30, 2019.
3. All capitalized terms not otherwise defined in this Amendment shall be defined as indicated in the Agreement. All other terms of the Agreement shall continue in full force and effect.

The parties to the Agreement have caused this Amendment to be duly executed on their respective behalf as of the Effective Date above.

CLEAResult East Operating, LLC  
By: CLEAResult Consulting Inc., its sole member

National Grid Companies

By: 

Name: Richard Creegan

Title: Vice President

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

REDACTED



SCHEDULE D-4 STATEMENT OF WORK NO. 4 UNDER CONSULTANT SERVICES AGREEMENT

1. **Master Agreement.** THIS STATEMENT OF WORK No. 4 (this "**SOW**") is entered into as of December 31, 2018 (the "**Effective Date**"), between CLEAResult Consulting Inc. ("**CLEAResult**"), and the National Grid Companies ("**Client**") pursuant to the terms and conditions of that certain Consultant Services Agreement between the parties, dated March 12, 2015 (the "**Agreement**"). Capitalized terms not defined in this SOW are as defined in the Agreement.
2. **Term.** The term of this SOW shall be from the Effective Date through September 30, 2019.
3. **General Scope.** As required in the Agreement, this SOW defines the Services. The parties intend for CLEAResult to perform program implementation services.
4. **Budget.**
  - a. **Billing Rates and Payment Methodology.** This Agreement is based upon a fixed monthly management fee, flat fees for certain services, and time plus materials charges for certain services as indicated in the table below. All fees will be allocated to the Client based on the percentage of residential electric customers in its service territory when compared to residential electric customers of all investor-owned utilities in Massachusetts. CLEAResult will bill for services and expenses on a monthly basis. Hourly billing increments will be by the quarter hour. For example, only services of 15 minutes of time or fewer will be billed as 15 minutes, 16 to 30 minutes will be billed as 30 minutes, etc. Changes to this rate schedule must be made in writing by the parties.

<b>Monthly Management Fee</b>	
Monthly Program Management and Administration Fee	\$12,500
<b>Fixed Fee Services</b>	
<b>Service</b>	<b>Fee</b>
4-Hour classroom training of HVAC contractors/technicians	\$600
2-Hour classroom training of HVAC contractors/technicians	\$300
Processing contractor incentive and issuing checks	\$15.50
Processing contractor incentive and issuing checks (Other)	\$8.50
On-site visual inspection of system Installation	\$220
On-site inspection of Tune-Up including refrigerant charge and air flow testing	\$240
<b>Hourly Services</b>	
<b>Service</b>	<b>Rate/hour</b>
Recruiting of HVAC contractors/technicians	\$92
On-site education and guidance with contractor's technicians following attendance at trainings	\$92
Report savings calculations as outlined in the Massachusetts Technical Reference Manual (TRM)	\$130
Planning, development, execution of Marketing materials and campaigns	see below

<b>Hourly Rates</b>	
<b>Title</b>	<b>Rate</b>
Program Manager	\$109
Account Managers	\$92
Program Coordinator	\$46
Program Operations Manager	\$86
Marketing Director	\$130
Marketing Manager	\$115

REDACTED

In Re: 2022 Annual Energy Efficiency Plan

Responses to the Division's First Set of Post-Decisional Data Requests

Attachment 1.12(d)(2)

Page 68 of 71

Graphic Design Manager	\$100
Senior Marketing Specialist	\$90
Graphic Designer	\$75

b. Payment. CLEARResult will provide Client with an itemized invoice referencing this Agreement on the face of the invoice. Payment will be processed within thirty (30) days of such invoice approval. All invoices shall be mailed, e-mailed or hand delivered to:

National Grid Companies

40 Sylvan Rd, E1

Waltham, MA 02451-1120

Attn: Ishaga Diagana (MA/RI Electric), [ishaga.diagana@nationalgrid.com](mailto:ishaga.diagana@nationalgrid.com)

Attn: Robin Donnelly (RI Gas), [robin.donnelly@nationalgrid.com](mailto:robin.donnelly@nationalgrid.com)

Unitil Service Corp.

357 Electric Ave

Lunenburg, MA 01462

Attn: Kevin Parse, [parsek@unitil.com](mailto:parsek@unitil.com)

4. Services. CLEARResult will perform the following to manage the Rhode Island and Mass Save Electric Heating & Cooling Program (the "**Program**"):

- A. Identify, recruit, train, and retain participating HVAC contractors ("**Trade Allies**")
  - i. Develop and maintain a reporting structure on Trade Allies who participate in the equipment rebate or HVAC-Check, including MS Check and AC Check testing process
  - ii. Develop and maintain a reporting structure on all incentive applications and payments
  - iii. Expand and retain Trade Ally base that has enrolled in and participates in the HVAC-Check offerings of the Program
  - iv. Develop a Trade Ally support package, including materials that explain the Program offerings, requirements, forms, and administrative procedures
  - v. Provide plan to facilitate the HVAC-Check trainings, testing, and qualifying process for Trade Allies
- B. Trade Ally Assistance and Monitoring
  - i. Provide storage for retail support materials
  - ii. Supply Trade Allies and distributors with Program marketing materials
  - iii. Develop and maintain system for Trade Allies to upload implementation data electronically
  - iv. Provide regular communication to Trade Allies regarding Program developments and determine the need for additional support
  - v. Develop a quality assurance plan
  - vi. Provide personnel to assist Trade Allies and other appropriate trade allies in the staging of special events to promote the Program
- C. Track, Analyze, and Report Initiative Data
  - i. Develop and implement tracking system, and database
  - ii. Report incentive data to Client each month
  - iii. Provide verification data to third party upon request
  - iv. Inspection Data for Program Evaluation
- D. Marketing
  - i. Coordinate marketing and training efforts with manufacturers, distributors, dealers, and Trade Allies
  - ii. Develop brochures

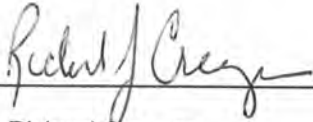
5. Change Procedure. The Agreement, including any exhibits, schedules or attachments including this SOW, contains the entire agreement of the parties regarding the subject matter described in it. In the event of any conflict between the terms and conditions of the Agreement and this SOW, the applicable term or condition of the Agreement supersedes the conflicting term or condition in this SOW, unless the parties clearly express in writing that the SOW includes a change to the Agreement. The provisions of this SOW may not be amended, except by an

REDACTED

agreement in writing signed by the party against whom enforcement of any amendment is sought. This SCOW may be executed in two (2) or more counterparts, all of which will constitute but one and the same instrument.

CLEARResult:

CLEARResult Consulting Inc.

By: 

Name: Richard Creegan

Title: Vice President

Client:

National Grid Companies

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Notice Address:

Attention: Legal Department  
100 SW Main St., Suite 1500  
Portland, OR 97204  
legal@clearResult.com  
Phone: 503-248-4636

AMENDMENT NO. 3 TO CONSULTANT SERVICES AGREEMENT

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THIS AMENDMENT No. 3 ("**Amendment**") amends that certain Consultant Services Agreement, dated March 12, 2015 (the "**Agreement**"), by and between [REDACTED] and The Narragansett Electric Company (each, a "**National Grid Company**") and CLEAResult East Operating, LLC.

AMENDMENT

1. This Amendment is effective as of October 1, 2019 (the "**Effective Date**").
2. The Agreement is amended as follows:
  - a. In Article 10 - Term of the Agreement, the Agreement is extended through December 31, 2019.
3. All capitalized terms not otherwise defined in this Amendment shall be defined as indicated in the Agreement. All other terms of the Agreement shall continue in full force and effect.

The parties to the Agreement have caused this Amendment to be duly executed on their respective behalf as of the Effective Date above.

CLEAResult Consulting Inc.

National Grid Companies

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Richard Creegan

Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

AMENDMENT NO.1 TO SCHEDULE D-4 STATEMENT OF WORK NO.4

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THIS AMENDMENT No. 1 (“**Amendment**”) amends Schedule D-4 Statement of Work No.4, dated December 31, 2018 (“**SOW**”), under that certain Consultant Services Agreement, dated March 12, 2015 (“**Agreement**”), by and between National Grid Companies and CLEAResult Consulting Inc.

AMENDMENT

1. This Amendment is effective as of October 1, 2019 (the “**Effective Date**”).
2. The SOW is amended as follows:
  - a. In Section 2 (Term), the term of this SOW is extended through December 31, 2019.
3. All capitalized terms not otherwise defined in this Amendment shall be defined as indicated in the SOW No.4. All other terms of the Agreement shall continue in full force and effect.

The parties to the Agreement have caused this Amendment to be duly executed on their respective behalf as of the Effective Date above.

CLEAResult Consulting Inc.

National Grid Companies

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Richard Creegan

Name: \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

## CONSULTANT SERVICES AGREEMENT

This Agreement, made and entered into on the date when signed by the party signing last in time, by and between Boston Gas Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451, and Colonial Gas Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451, and Essex Gas Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451, and Massachusetts Electric Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451; and Nantucket Electric Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451; and each a National Grid company (the "National Grid Companies" and each, individually, a "National Grid Company") (Purchaser); and Energy Federation, Inc. ("Consultant"), having its principal places of business at 40 Washington Street, Suite 2000 Westborough, MA 01581, for the services identified as:

### **Rebate Processing Services for Appliance and Lighting Program – Massachusetts**

#### ARTICLE 1 - SCOPE OF SERVICES

The Consultant hereby agrees to provide all materials, equipment, apparatus, tools, labor, services and facilities and everything incidental, requisite and proper to perform services for the **Rebate Processing Services for Appliance and Lighting Program in Massachusetts**, all in accordance with this Agreement and its attachments, including without limitation any relevant Purchase Order(s) issued hereunder.

#### ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, are incorporated by reference as if fully set forth herein. Consultant may be subject to annual training, certification, or audit for compliance and adherence to all or some of the schedules listed below. All component parts, hereinafter referred to collectively and individually as the "Contract Documents" or "Agreement", are intended to be complementary and contain the entire agreement between the parties. In the event of conflict between the documents, they are listed in descending order of precedence.

1. Schedule A: Supplemental Terms and Conditions
2. Schedule B: National Grid USA and Affiliated Companies Terms and Conditions for Consulting Services, Document No. 00400



3. Schedule C: Non-Disclosure Agreement w/ Security Addendum (rev. 03/05/2013)
4. Schedule D: Scope of Work and Pricing
5. Schedule E: Background Check Requirements Level 2 (dated 03/25/2013)
6. Schedule F: Contractor Safety Requirements (dated 09/11/2013)
7. Schedule G: Environmental Requirements (dated 05/2010)
8. Schedule H: Digital Risk and Security Requirements

### ARTICLE 3 - SCHEDULE

Prior to commencement of work, any work to be performed under this Agreement shall be completed in accordance with the schedule developed by the Consultant and accepted by the Purchaser. The Consultant shall prepare and provide updated schedules as requested by the Purchaser.

### ARTICLE 4 - CONTRACT PRICE

The contract price for the work shall be specified in the relevant Project-Specific Cost and Schedule Proposal as noted in Schedule D – Scope of Work and Pricing. The contract price shall be all inclusive for the work required by the relevant project cost and schedule in accordance with all the Contract Documents.

Pricing shall be firm and effective through December 31, 2018. Purchaser reserves the right to renegotiate pricing if there is a significant change in program activity. Any new pricing will be negotiated and mutually agreed to by the parties. This Agreement must then be modified in writing accordingly.

### ARTICLE 5 - PAYMENTS

The Consultant shall submit invoices for work completed during the billing period or in accordance with the payment milestones otherwise stipulated in the relevant Scope of Work. All invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in the Terms and Conditions and Supplemental Terms and Conditions, if any.

### ARTICLE 6 – NOTICES

Notices required or permitted under this Agreement shall be addressed to:

**Consultant:**

Energy Federation, Inc.

40 Washington Street, Suite 2000

Westborough, MA 01581

Attention: Bradley Steele

**Purchaser:**

National Grid

40 Sylvan Road

Waltham, MA 02451

Attention: Stephen Peltier

**ARTICLE 7 – SEVERAL LIABILITY**

The rights and obligations of each National Grid Company in connection herewith shall be several and not joint. Any claims Consultant may have against a Purchaser under a particular Purchase Order, including without limitation any claims for payment or claims based on damages or other liability, may apply only to such individual National Grid Company, and may not be sought from any other National Grid Companies, regardless of whether they are Purchasers under other Purchase Orders. Consultant hereby explicitly waives any right it may have for recovery against any National Grid Company other than the National Grid Company identified as the Purchaser on a particular Purchase Order, for all matters arising out of or connected to such individual Purchase Order.

**ARTICLE 8 - ENTIRE AGREEMENT**

This Agreement, including all Contract Documents, constitutes the entire Agreement between the National Grid Companies and the Consultant, with respect to the Services specified and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

**ARTICLE 9 – ADDITIONAL NATIONAL GRID COMPANIES**

With the approval of the National Grid Companies, any current or future affiliate of such companies may become a party to this Agreement at its discretion. Consultant agrees that it shall execute any documents, including any amendments to this Agreement or any letter of acknowledgement that such affiliate reasonably believes to be necessary to effect its inclusion as a party under this Agreement. Once included as a party, such affiliate may exercise all rights

afforded to the National Grid Companies under this Agreement.

**ARTICLE 10 – TERM OF THE AGREEMENT**

The Agreement shall be effective on the date when signed by the party signing last in time through December 31, 2018 unless terminated, or canceled, pursuant to the provisions of the Terms and Conditions and Supplemental Terms and Conditions, if any.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

Energy Federation, Inc.

NATIONAL GRID COMPANIES

**Boston Gas Company  
Essex Gas Company  
Colonial Gas Company  
Massachusetts Electric Company  
Nantucket Electric Company**

Signature: Bradley Steele

Signature: Stephen Peltier

Name: Bradley Steele

Name: Stephen M. Peltier, Jr.

Title: President

Title: Buyer – Energy Efficiency

Date: 5/13/2015

Date: May 13, 2015

Contract Schedules:

**National Grid Rhode Island Gas & Electric Program**  
**EFI Scope of Work-**  
**Start Date: November 1, 2018**

I. Summary: The National Grid Rhode Island Gas & Electric downstream rebate programs consists of 5 distinct programs:

1. Residential Natural Gas Heating Equipment
2. Residential Thermostat Program – Gas & Electric
3. Residential Electric Heating & Cooling Equipment
4. Commercial Natural Gas Heating Equipment
5. Commercial Natural Gas Kitchen Equipment

EFI will:

- Receive, scan and index paper submissions
- Validate customer's eligibility based on provided customer files
- Validate equipment meets eligibility requirements and that all required information and supplemental documents are provided
- Apply any prescribed program rules
- Capture and report required data points to support the production of reconciliation extracts
- Send payment to approved customers

II. Receiving submissions: EFI will develop an online portal that customers can use to apply for rebates and upload supporting documentation. The online portal will support all 5 Rhode Island programs. Customers will also be able to mail hard copy submissions (using National Grid developed paper forms).

III. Validate customer eligibility: National Grid will provide customer files containing both residential and commercial records, for both electric and natural gas customers, on regular schedule agreed upon by both parties for the purpose of validating customers. This schedule shall be no less than once per month. Customers that cannot be validated will be reviewed with National Grid. Incentives will not be paid to customers that cannot be validated.

IV. Verify equipment and required data: National Grid will provide efficiency criteria and/or additional measure requirements for all incentivized measures within the program. Required data points to collect, business rules to apply and requirements for supporting documentation shall be defined prior to the beginning of development. EFI will use AHRI, ENERGY STAR, or an alternative agreed upon source for validating equipment.

- V. Invoicing and Data: EFI will produce invoices and corresponding data files (reconciliation extracts) broken out by program. Data file formats and invoice break outs will be provided by National Grid.
- VI. Payment: EFI will batch rebates for payment on periodic schedule agreed upon by both parties. Customers will have the option to receive pre-paid cards or checks.
- VII. Other reporting: EFI will utilize its Tableau reporting platform to provide client facing dashboards and standard reports to meet reporting needs. Access to images of customer submissions shall be made available through this platform.
- VIII. Inspections: EFI will select a percentage of inspections to be passed to a 3<sup>rd</sup> party inspection vendor. Payments will be held until successful completion is reported back to EFI. Details of this process to be worked out between parties.

**Out of Scope:**

The following requirements will be considered as out of scope for this project:

- EFI will not support historical data from previous vendor on dashboards/reports. Data can be made available upon request.
- Customer validation shall not be provided on the online forms. National Grid will be preparing gas API in early 2019 with plans to implement by end of Q1'2019. API process between National Grid and EFI will need to be scoped and scheduled.
- Tax ID numbers shall not be collected on online forms

<b>KPIs and Monthly Reporting Data</b>	
<b>KPI</b>	<b>How KPI is calculated</b>
Residential applications turnaround time	Rebate submissions must be verified in less than 7 business days. This include: receiving submissions, scanning (if applicable), inputting information in the system and verifying information. Submissions (electronic and mail in) must be date stamped and tracked. This data will be accessible on the Tableau dashboard.
Answering calls	Average wait time per month must be less than 2 minutes. This report will be available with monthly management fees.
Answering emails	Immediate acknowledgement of email. Follow-up response must be less than 1 business day.

Inspection of equipment	EFI will provide inspection firms with lists of customers to be inspected twice monthly. KPIs related to scheduling and completing inspections to be determined between National Grid and inspection vendor. Report TBD based on KPIs established.
Remediation	Remediation actions for correction of customer complaints must be taken in less than 48 hours. Any threats of complaints to outside agencies should be escalated to the National Grid Program Managers within one business day.
Residential applications fulfillment time	95% of compliant submissions must be fulfilled within 28 business days. This includes sending the payment of a rebate to the customer. This KPI is dependent upon National Grid Program Managers paying incentive invoices according to terms. This data is available through the rebate life cycle report on Tableau.
Non compliant/incomplete applications	Customer must be notified of non-compliant application status according to the timeframe outlined on the application forms. Turnaround time (7 business days).

**Additional Contractual Language:**

In the event National Grid withdraws from participation in the Residential Natural Gas Heating Equipment, Residential Electric Heating & Cooling Equipment, Commercial Natural Gas Heating Equipment, or Commercial Kitchen Equipment programs prior to the expiration of the Agreement, the PA will discontinue paying all fees including management fees to the vendor for work not performed. EFI will expect to be compensated for the actual program management support hours needed to transfer, phase out, or discontinue the program.

EFI will revisit management fees after providing services to National Grid for 3 months. If the actual hours required by the Program management and administrative staff to support the program are higher than were estimated in our initial budget because the program Scope of Work is greater than was anticipated for reasons EFI could not have foreseen (e.g., there are significantly more invoices and data files that must be created and uploaded each month than originally anticipated), we reserve the right to negotiate an adjusted monthly management fee.

**Management Fee Allocation Percentage:**

National Grid Rhode Island	
NECO/HVAC	49%
National Grid RI Gas	47%
National Grid RI Gas Com	4%

**Pricing Schedule:** EFI to invoice National Grid and upload data files bi-weekly into InDemand.

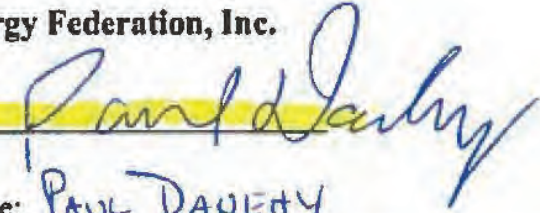
- Online form set up and design: **\$3,000**
- Mapping of RI customer files (electric and gas, residential and C&I): **\$2,000**
- Configuration of internal processing database for new programs (assuming mirrors existing programs in RI): **\$3,000**
- Processing fees will remain consistent with MA: **\$2.55-\$3.80** depending on how customer applies and method of payment (pre-paid card or check)
- Phone: **\$1.00/min**
- Correspondence: **\$2.50/each**, this includes letters or postcards as well as emails depending on National Grid's preference
- Monthly Management fees: **\$1,000** for residential and **\$500** for C&I

EFI's current out of scope rates will apply for anything out of the current scope of work.

EFI's salesforce platform is set up to encrypt tax IDs for all online documents. A copy of the EFI salesforce application vulnerability assessment with additional details can be made available.

**Energy Federation, Inc.**

By

  
Name: PAUL DANAHY  
Title: President & CEO

**NATIONAL GRID COMPANIES**

**By:**

**Name:**

**Title:**

**Date:**

## Amendment Number 1 to Consultant Services Agreement

### Rebate Processing Services for Appliance and Lighting Program — Massachusetts

Amendment Number [redacted] to the Consultant Services Agreement, dated as of [redacted] day [redacted], [redacted], (the "**Amendment**"), between [redacted] Boston Gas Company, a [redacted] Massachusetts corporation, with principal offices at [redacted] Sylvan Road, [redacted] Altham, [redacted] MA [redacted], and Colonial Gas Company, a [redacted] Massachusetts corporation, with principal offices at [redacted] Sylvan Road, [redacted] Altham, [redacted] MA [redacted], and [redacted] Gas Company, a [redacted] Massachusetts corporation, with principal offices at [redacted] Sylvan Road, [redacted] Altham, [redacted] MA [redacted], and [redacted] Massachusetts Electric Company, a [redacted] Massachusetts corporation, with principal offices at [redacted] Sylvan Road, [redacted] Altham, [redacted] MA [redacted] and Nantucket Electric Company, a [redacted] Massachusetts corporation, with principal offices at [redacted] Sylvan Road, [redacted] Altham, [redacted] MA [redacted] and each a National Grid company (the "**National Grid Companies**") and each, individually, a "**National Grid Company**") (**Purchaser**) and [redacted] Energy Federation, Inc. ("**Consultant**"), having its principal places of business at [redacted] Washington Street, Suite [redacted] Westborough, [redacted] MA [redacted], for the services identified as:

### Rebate Processing Services for Appliance and Lighting Program — Massachusetts

#### RECITALS

[redacted] AS, the Parties have entered into a Consultant Service Agreement, dated as of November [redacted], [redacted] amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its provisions/such agreement has been amended by the "**Existing Agreement**"

[redacted] AS, the Parties hereto desire to amend the "**Existing Agreement**" to Amendment [redacted] on the terms and subject to the conditions set forth herein

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:



□ Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

□ Amendments to the Existing Agreement. As of the effective date (defined below), the Existing Agreement is hereby amended or modified as follows:

(a) Pursuant to Article 1 of the Existing Agreement the Parties hereby mutually agree to the addition of The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 100 Elm Street, Providence, RI 02903

(b) Pursuant to Article 1 of the Existing Agreement, the Parties hereby mutually agree to extend the term of the Agreement until **December 31, 2019**.

□ Rate of Effectiveness Limited Effect. This Amendment will be deemed effective on the date first written above, **January 1, 2019** (the **Effective Date**). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the effective date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

□ Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium,

or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of  A, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

**NATIONAL GRID COMPANIES**

- Boston Gas Company
- Colonial Gas Company
- Massachusetts Electric Company
- Nantucket Electric Company
- The Narragansett Electric Company

\_\_\_\_\_

Name: Denise L. Delaney  
Title: Sourcing Specialist

Energy Federation, Inc.

*Paul Danehy* \_\_\_\_\_

Name: Paul Danehy  
Title: President & CEO

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## AMENDMENT NO. 4 TO CONSULTANT SERVICES AGREEMENT

Amendment No. 4 Consultant Services Agreement, dated January 1, 2021 (the "**Amendment**"), between Boston Gas Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451, and Colonial Gas Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451, and Massachusetts Electric Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451; and Nantucket Electric Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451; and The Narragansett Electric Company, a Rhode Island corporation, with principle offices at 280 Melrose Street, Providence, RI 02907 and each a National Grid company (the "National Grid Companies" and each, individually, a "National Grid Company") (Purchaser); and Energy Federation, Inc. ("Consultant"), having its principal places of business at 40 Washington Street, Suite 2000 Westborough, MA 01581, the "**Parties**" and each, a "**Party**" for the services identified as:

### **Mass Save Rebate Processing and Fulfillment Services and Rebate Processing for the Appliance and Lighting Program in Rhode Island**

#### RECITALS

WHEREAS, the Parties have entered into a Consultant Services Agreement, dated January 8, 2016 amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its provisions/such agreement has been amended by Amendments 1, 2 and 3, the "**Existing Agreement**"; and

WHEREAS, the Parties hereto desire to amend the Existing Agreement to extend the term of the services on the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

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(a) **ARTICLE 10** of the Existing Agreement is hereby amended by immediately following the words "The Agreement shall be effective on the date when the Party signing last in time through December 31, 2017 unless terminated or canceled, pursuant to the provisions of the Terms and Conditions and the Supplemental Terms and Conditions, if any.

(i) Deleting the words "Parties mutually agree to extend the term of the Agreement through April 30, 2021".

(ii) The Parties agree to insert the words "Parties mutually agree to extend the term of the Agreement through December 31, 2021".

(b) **(Schedule D)** – The Parties mutually agree to update the service dates in the pricing schedule as shown in Amendment 3 as follows:

Rebate fulfillment services for MA, and RI are currently out to bid, with the potential that a new vendor takes over for some or all of the rebate processing functions handled by EFI. The statement of work outlined below will be followed during the extension and if there is a need for a transition to a new vendor for some or all of the current programs and tasks. EFI will work with the new vendor to ensure a smooth transition and positive customer experience.

#### Phase Definitions

Full scale: Processing new submissions, handling NCAs, performing billings, accepting and following up on calls and ad hoc requests and invoicing clients

Transition: Processing rebates in queue (no new submissions), existing NCAs, perform billings, accepting calls, ad hoc requests and invoicing

Cleanup: Questions from PAs, the new vendor and customers escalations on applications, and ad hoc data requests

#### 1. Processing Tasks

a) EFI will process all applications sent and in queue postmarked through 12/31/2021. EFI will process and invoice any final rebates by the end of February 2022. EFI will charge management fees in January and February 2022.

b) EFI will update the portal for 2021 measures and keep the online portal open through 12/31/2021. If a new vendor is selected, the new vendor will launch their site on 1/1/2022. PAs must update their program websites (MassSave.com, NHSaves.com, EnergizeCT.com, etc.) to direct customers to

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the new vendor's URL for online submissions. EFI will also have a link to forward incentive submissions and a message on their webpage saying website is no longer valid, please click this link (to go to new vendor's portal). EFI site will not accept workflow.

- c) If a new vendor is selected, EFI will shut down PA-sponsored online marketplace on 6/30/2021. MA and RI statewide websites will change links to the new vendor.
- d) EFI will provide the new vendor access to Tableau by 12/8/2021 and provide several hours of training by 12/15/2021. EFI will use commercially reasonable efforts to provide the most-up-to-date and accurate customer data to which the Program Administrators currently have access.
- e) The new vendor will begin processing new applications submitted to them beginning 1/1/2022. The new vendor will be set up to handle 2021 and 2022 measures. This would be necessary as they will continue to receive prior year applications throughout 2022. The new vendor would need to be set up to handle these for the best customer experience.
- f) EFI will begin forwarding all mail on 1/1/2022 to new vendor in no more than 3 days from receipt.
- g) Starting 1/1/2022 the new vendor will complete any outstanding existing NCA's and complete the rebate processing for these NCA's. Starting 1/1/2022, new vendor will process any 2021 applications forwarded from EFI.
- h) EFI will provide transitional functions thru 4/30/2022. Call center and customer services will be in effect during this time period.
- i) EFI will provide clean-up functions thru 8/31/2022.

## 2. Transitional and Clean-Up Costs

- a. The EFI transitional costs are provided in Amendment 3, Exhibit B. Many of these services are optional at the request of the PAs, but there are some that will be required, including shutting down the websites. The costs provided are per program and then are multiplied by the number of programs in each state. The costs for transition do not include the monthly management fee. The management fee shuts off when processing new applications & invoicing stops.
- b. Tableau training of the new vendor costs \$95/hour. Annual Tableau per user license fee is \$1,000/user per year.

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- c. If EFI is requested to extend the transitional services monthly beyond the 4/30/22 end-date, there will be new rates in effect 5/1/22. The month-to-month rates would be higher due to the need to cover an unpredictable staffing model and staffing needs to cover unpredictable volume over that period. If activities such as billing and invoicing are necessary during that extended period of time then EFI would need to allocate resources for those functions which are not tied to rebate volume specifically (i.e., a billing and invoicing process takes the same amount of time for 1 rebate as it does for 1,000 rebates). EFI's processing fee and management rates would up to double current active fees during the month-to-month period if necessary.
- d. In Amendment 3, Exhibit B, EFI Cleanup tasks in row 24 would cover thru August 2022. EFI anticipates that there may be questions or requests from the PAs beyond the August 2022 end date. Any such requests would need to be charged at the ad hoc rate of \$95/hour (if not IT-related).

(c) Date of Effectiveness; Limited Effect. This Amendment will become effective on January 1, 2021 (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or of any other Transaction Document or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

3. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, corporate power and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary corporate action on the part of such Party.

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(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity].

4. Miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of Massachusetts, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accounts and legal counsel).



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IN WITNESS WHEREOF, the Parties have executed this Amendment [as of/on] the date first written above.

Boston Gas Company  
Colonial Gas Company  
Massachusetts Electric Company  
Nantucket Electric Company  
Narragansett Electric Company

By   
32A8787573944A1

Name: Vivienne Bracken  
Title: CPO

Energy Federation, Inc.

By   
5D5DA05793DA44A

Name: Paul Danehy  
Title: CEO

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## AMENDMENT NO. 5 TO CONSULTANT SERVICES AGREEMENT

Amendment No. 5 Consultant Services Agreement, dated July 1, 2021 (the "**Amendment**"), between Boston Gas Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451, and Colonial Gas Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451, and Massachusetts Electric Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451; and Nantucket Electric Company, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451 and each a National Grid company (the "National Grid Companies" and each, individually, a "National Grid Company") (Purchaser); and Energy Federation, Inc. ("Consultant"), having its principal places of business at 40 Washington Street, Suite 2000 Westborough, MA 01581, the "**Parties**" and each, a "**Party**" for the services identified as:

### **Mass Save Rebate Processing and Fulfillment Services and Rebate Processing for the Appliance and Lighting Program in Rhode Island**

## RECITALS

WHEREAS, the Parties have entered into a Consultant Services Agreement, dated January 8, 2016 amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its provisions/such agreement has been amended by Amendments 1, 2, 3, and 4 the "**Existing Agreement**"; and

WHEREAS, the Parties hereto desire to amend the Existing Agreement to extend the term of the services on the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

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(a) The Parties mutually agree to continue services for the Mass Save On-Line Market Place through September 30, 2021 while Parties work in good faith to draft and execute a separate Mass Save On-line Market Place contract.

(b) Date of Effectiveness; Limited Effect. This Amendment will become effective on July 1, 2021 (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or of any other Transaction Document or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

3. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, corporate power and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary corporate action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity].

4. Miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of Massachusetts, without regard to the conflict of laws provisions of such State.

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(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

Boston Gas Company  
Colonial Gas Company  
Massachusetts Electric Company  
Nantucket Electric Company

By  FB6DD2257789418...

Name: Kelly Kurban  
Title: Category Manager

Energy Federation Inc  
By  5D5DA05793DA44A...

Name: Paul Danehy  
Title: CEO

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Rhode Island Gas & Electric Incentive Program Agreement  
January 1, 2022 – June 30, 2023

300 FORM SERVICES TERMS & CONDITIONS rev JULY 1, 2020

This Service Agreement for the Rhode Island Gas & Electric Incentive Program (“Agreement”) made and entered into on January 1, 2022, by and between the Narragansett Electric Company, with principle offices at 280 Melrose Street, Providence, RI 02907 (“Company” or “National Grid”), and The Energy Federation, Inc. having its principal place of business at 2 Mt Royal Avenue, Suite 2-325, Marlborough, Massachusetts (“Contractor”), for the Work identified as:

Rhode Island Gas & Electric Incentive Program

ARTICLE 1 - SCOPE OF WORK

The Contractor hereby agrees to provide all materials, equipment, apparatus tools, labor, Services, and facilities to perform all the Work in accordance with this Agreement.

ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue in full force and effect until June 30, 2023 unless earlier terminated pursuant to the terms and conditions of this Agreement.

The parties may elect to extend the Agreement beyond June 30, 2023 by separate agreement in writing. Any such renewal will be subject to the same terms and conditions as set out in this Agreement, unless otherwise agreed in writing by the parties.

ARTICLE 3 - CONTRACT DOCUMENTS

The following documents, including all exhibits or attachments thereto, are incorporated into this Agreement by reference as if fully set forth herein. All documents below, referred to collectively and individually as the “Contract Documents” or “Agreement”, are intended to be complementary and contain the entire agreement between the parties with respect to its subject matter and supersede all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing, with respect thereto. In the event of conflict between the documents

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comprising this Agreement, they are listed below in descending order of precedence:

1. Schedule 1 - Supplemental Conditions, dated December 20, 2021
2. Schedule 2 – Services Terms & Conditions, Document No. 300 (version July 1, 2020)
3. Schedule 3 – Scope of Services and Pricing - Program Term: January 1, 2022 – June 30, 2023
4. Attachment B-2 - Contractor Information Sheet & Compliance Statement for Employee Background Check Requirements
5. Schedule 4 - Non-Disclosure Agreement dated January 1, 2022
6. Schedule 5 – National Grid Vendor Diversity Bid Form (rev June 2020)
7. Schedule 6 – National Grid Supplier Code of Conduct – (A4Brochure, version 3)
8. Schedule 7 - Software as a Service Agreement dated January 1, 2022
9. Attachment C – SOW Template Example for Transitional Services

#### ARTICLE 4 - NOTICES

Notices required or permitted under this Agreement shall be addressed to:

To Company:

National Grid  
Attn: John Isberg  
Vice President, Customer Solutions  
40 Sylvan Road, Waltham MA 02451  
John.Isberg@nationalgrid.com  
1-(781)-907-1798

To Contractor:

The Energy Federation, Inc.  
Attn: Phil Scarbro, Vice President  
2 Mt Royal Avenue, Suite 2-325  
Marlborough, Massachusetts, 01752  
pscarbros@efi.org  
1-(508) 870-2277 x4435

#### ARTICLE 5 – SEVERAL LIABILITY

The rights and obligations of each National Grid Company in connection herewith shall be several and not joint. Any claims Contractor may have against a Company under a particular Purchase Order, including without limitation any claims for payment or claims based on damages or other liability, may apply only to such individual National Grid Company, and may not be sought from any other National Grid Company, regardless of whether they are Companies under other Purchase Orders. Contractor hereby explicitly waives any right it may have for recovery against any National Grid Company other than the National Grid Company identified as the Company on a particular Purchase Order, for all matters arising out of or connected to such individual Purchase Order.


#### ARTICLE 6 - ENTIRE AGREEMENT


This Agreement, including all Contract Documents, constitutes the entire Agreement between the Company and the Contractor, with respect to the Services specified and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No

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modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

Company:  
Narragansett Electric Company  
By:   
Name: John Isberg  
Title: VP Customer Solutions, US Customer Sales and Solutions  
Date: February 22, 2022

Contractor:  
The Energy Federation, Inc.  
By:   
Name: Paul Danehy  
Title: CEO  
Date: February 9, 2022 | 12:54 PM EST

Company:  
Narragansett Electric Company  
By: \_\_\_\_\_  
Name: Vivienne Bracken  
Title: CPO, Global Procurement  
Date: \_\_\_\_\_

Company:  
Narragansett Electric Company  
By: \_\_\_\_\_  
Name: Nicola igby-hite  
Title: P, Procurement  
Date: \_\_\_\_\_

an del Sobral  
irector, Indirect Procurement  
Company:  
Narragansett Electric Company

Kelly Kurban  
anager,  Procurement  
Company:  
Narragansett Electric Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## **Schedule 1**

### **SUPPLEMENTAL CONDITIONS**

Terms and Conditions

for

Terms and Conditions for Service Firm Purchase Orders

Document No.00300 (version July 1, 2020)

#### **INTRODUCTION**

These Supplemental Conditions will supplement Terms and Conditions for Service Firm Purchase Orders, Document No.00300 (version July 1, 2020) (“Terms and Conditions”). If and to the extent there is any conflict or inconsistency between these Supplemental Terms and Conditions and the Terms and Conditions, these Supplemental Conditions will be controlling.

#### **9.0 PRICE / PAYMENT**

9.2 Standard payment terms are “2% 10, Net 30.” The Company shall pay all invoices not more than 30 days after receipt by Company’s Accounts Payable Department of a proper invoice and any required supporting documentation, subject to the Company’s right to contest, in good faith, all or any part of the charges set forth therein. If the Massachusetts Prompt Payment Act applies to this Agreement, invoices shall be approved or rejected within 15 days of submission by Contractor. Payment shall not relieve the Contractor from any responsibilities or obligations under the Agreement, nor shall the Company’s payment constitute acceptance or a waiver of any claim arising hereunder. No payment made hereunder, except for the final payment, shall be considered as acceptance of any Work. All payments shall be subject to correction or adjustment in subsequent payments.

In Section 9.2 the Parties mutually agree to delete “2% 10” from the first line.

#### **10.0 Taxes**

10.3 The Company self-assesses sales taxes. For taxable materials and/or services delivered within each state in which the Work is performed, the Contractor shall not include sales tax as per direct payment permit. For the application of sales tax when rendering an invoice, the Contractor shall obtain a permit and adhere to the policies set forth in the following web page:  
[http://www2.nationalgridus.com/corpinfo/purchasing/payment\\_all\\_all.jsp](http://www2.nationalgridus.com/corpinfo/purchasing/payment_all_all.jsp)

In Section 10.3 the Parties mutually agree to delete

“[http://www2.nationalgridus.com/corpinfo/purchasing/payment\\_all\\_all.jsp](http://www2.nationalgridus.com/corpinfo/purchasing/payment_all_all.jsp)” and replace with the updated link:



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<https://www.nationalgridus.com/Business-Partners/Suppliers-and-Vendors/Additional-Documents-and-Forms>

## **11.0 INSPECTION AND QUALITY ASSURANCE**

11.3 The Company shall have the right to inspect any Work covered by the Agreement, and any processes used to perform the work, at no cost to the Company, and the right to inspect and/or audit any of the Contractor's or its Subcontractors' inspection records and associated costs pertaining to the Agreement. Such audits may be performed by either or both the Company's employees or professional auditing firms chosen by the Company. In the event the Work or associated costs are found to be deficient or not in accordance with the Agreement, the Company shall be entitled to seek reimbursement for such audit costs.

Section 11.3 The Parties mutually agree to modify Section 11.3 by replacing Section 11.3 in its entirety with:

The Company shall have the right to inspect any Work covered by the Agreement, and any processes used to perform the work, at no cost to the Company, and the right to inspect and/or audit any of the Contractor's or its Subcontractors' inspection records and associated costs pertaining to the Agreement. Subject to reasonable advance notice, during regular business hours, National Grid may audit the records that directly pertain to the provision of services hereunder. Such audits may be performed by either or both the Company's employees or professional auditing firms chosen by the Company. In the event the Work or associated costs are found to be deficient or not in accordance with the Agreement, the Company shall be entitled to seek reimbursement for such audit costs.

## **22.0 LIABILITY AND INDEMNIFICATION**

Section 22.1 To the fullest extent allowed by law, the Contractor shall indemnify, defend, and save harmless the Indemnified Parties from any loss, damage, liability, cost, third party suit, charge, expense, or third party cause of action, including the Indemnified Parties' legal expenses, whether unconditionally certain or otherwise, as they exist on the effective date of the Agreement or arise at any time thereafter, (including but not limited to reasonable fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between an Indemnified

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Party and any third party arising out of any damage or injury to property of an Indemnified Party, the Contractor and/or third parties (including real property, personal property and environmental damages), persons (including injuries resulting in death), or economic damages, directly or indirectly caused by or arising out of or in any way connected with (i) any act or omission of the Contractor in breach of the Agreement, (ii) any negligence, willful misconduct, or breach of law of the Contractor, its agents, employees, Subcontractors, and suppliers, (iii) any third-party claim under U.S. law pertaining to copyright infringement, trademark infringement, libel, slander, defamation, invasion of privacy, piracy, or plagiarism arising from the Company's use, consistent with the terms of the Agreement, of the final deliverables (except to the extent that such third-party claim arises from materials supplied by the Company, or any unauthorized modifications to the deliverables by the Company), (iv) any equipment, property or facilities used by the Contractor, its agents, employees, Subcontractors, and suppliers, or (v) failure of the Contractor or its Subcontractors to comply with Laws and Standards. The Indemnified Parties shall not be indemnified or held harmless against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnified Parties. Section 22.1 The Parties mutually agree to modify Section 22.1 by replacing Section 22.1 in its entirety with:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and save harmless the Indemnified Parties from any adjudicated loss, damage, liability, cost, third party suit, charge, expense, or third party cause of action, including the Indemnified Parties' legal expenses, whether unconditionally certain or otherwise, as they exist on the effective date of the Agreement or arise at any time thereafter, (including but not limited to reasonable fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between an Indemnified Party and any third party arising out of any damage or injury to property of an Indemnified Party, the Contractor and/or third parties (including real property, personal property and environmental damages), persons (including injuries resulting in death), or economic damages, directly or indirectly caused by or arising out of or in any way connected with (i) any act or omission of the Contractor in breach of the Agreement, (ii) any negligence, willful misconduct, or breach of law of the Contractor, its agents, employees, Subcontractors, and suppliers, (iii) any third-party claim under U.S. law pertaining to copyright infringement, trademark infringement, libel, slander, defamation, invasion of privacy, piracy, or plagiarism arising from the Company's use, consistent with the terms of the Agreement, of the final deliverables (except to the extent that such third-party claim arises from materials supplied by the Company, or any unauthorized modifications to

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the deliverables by the Company), (iv) any equipment, property or facilities used by the Contractor, its agents, employees, Subcontractors, and suppliers, or (v) failure of the Contractor or its Subcontractors to comply with Laws and Standards. The Indemnified Parties shall not be indemnified or held harmless against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnified Parties.

## **28.0 CONFIDENTIALITY/PROPRIETARY INFORMATION**

Section 28.1 The Contractor hereby acknowledges that during the course of the Contractor's participation in a bid and/or selection process and in the performance of the requirements of the Agreement, the Contractor may be furnished with or exposed to information that is proprietary and confidential to the Company and/or its Affiliates ("Confidential Information"). The Party disclosing such Confidential Information is referred to herein as the "Disclosing Party" and the Party receiving such Confidential Information is referred to herein as the "Receiving Party." Confidential Information shall include but shall not be limited to information concerning pricing, terms and conditions, customers, employees, facility locations, techniques, methods, computer programs, software, drawings, maps, plans, and data relating to the Company and/or its Affiliates.

Section 28.1 The Parties mutually agree to add to the end of Section 28.1:

Notwithstanding any other provision of this Agreement, the parties recognize that they will share certain confidential, proprietary, and nonpublic information ("confidential information") with each other in connection with this Agreement. Accordingly, all such confidential information exchanged by the parties in connection with this Agreement is governed by the Non-Disclosure Agreement dated January 19, , 2022 attached to this Agreement as Schedule 4 ("NDA"). The NDA shall continue to govern the Agreement notwithstanding any expiration or termination of such NDA.

Section 28.8 In no event shall data or information provided by the Contractor under the Agreement or generated as a result of performance of the Work thereunder be deemed as proprietary to the Contractor. Likewise, reports generated as a result of performance of the Work thereunder shall not be proprietary to the Contractor.

Section 28.8 The Parties mutually agree to add to the end of this section. "Notwithstanding the foregoing, all pricing and mechanics of the marketplace and incentive processing are proprietary and the confidential business information of the Contractor and shall be protected under the NDA."

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#### **49.0 RECORDS**

Section 49.4 The Company and its authorized representative shall have access, during normal working hours, to all necessary the Contractor and Subcontractor facilities and shall be provided with an adequate and appropriate workspace in order to conduct inspections and audits of such records.

Section 49.4 The Parties mutually agree to delete Section 49.4 in its entirety and replace with:  
The Company and its authorized representative shall have access, during normal working hours, to all necessary the Contractor and Subcontractor facilities and shall be provided with an adequate and appropriate workspace in order to conduct inspections and audits of such records that directly pertain to the provision of Services hereunder.

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**TERMS AND  
CONDITIONS  
FOR  
SERVICE FIRM  
PURCHASE ORDERS**

**Form 00300 (Version: July 1, 2020)**

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## 1.0 DEFINITIONS

For purposes of these Terms and Conditions and as used in the purchase order or Agreement incorporating these Terms and Conditions, the following commonly used terms, wherever used with initial capitalization, whether in the singular or the plural, are defined as follows:

- 1.1 "Affiliate" means any entity Controlled by, Controlling, or under common Control with an entity.
- 1.2 "Agreement" means the form of agreement document executed by the Company and the Contractor setting out, among other things, the parties and the term. Where no such form of agreement document is entered into, the Agreement shall be the purchase order issued to the Contractor by the Company which refers expressly to these Terms and Conditions. For the avoidance of doubt, a notification by the Company to the Contractor of the award of a contract shall not constitute an Agreement and shall not create any contract between the Company and the Contractor. For the further avoidance of doubt, where a purchase order and a formal form of agreement document are issued by the Company, then the formal form of agreement document shall take precedence and no contract shall be formed until that form of agreement document has been executed by both parties.
- 1.3 "CIP" means Critical Infrastructure Protection as defined in the contract document that contains the NERC reliability standards.
- 1.4 "Company" or "Owner" means National Grid USA Service Company, Inc. and/or one or more of its Affiliates, successors and assigns identified in the Agreement.
- 1.5 "Contract Administrator" means the Company's representative(s) designated to direct, inspect and coordinate the performance and delivery of the Work.
- 1.6 "Contract Documents" means all documents identified as such in the Agreement.
- 1.7 "Contract Number" means the SAP numeric associated with the Agreement.
- 1.8 "Contract Price" shall have the meaning set forth in the Agreement, or if not expressly set forth, shall mean the total amount to be paid by the Company to the Contractor under the Agreement.
- 1.9 "Contractor" means the business entity named in the Agreement as the party furnishing Work to the Company, and, if authorized by the Company, Contractor's successors and assigns.
- 1.10 "Control" (including with correlative meanings, the terms "Controlling," "Controlled by" and "under common Control with") means the possession directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by trust, management agreement, contract or otherwise, provided, however, that beneficial ownership of 50% or more of the voting equity interests of an entity shall be deemed to be Control.
- 1.11 "Critical Asset" means facilities, systems, and equipment which, if destroyed, degraded, or otherwise rendered unavailable, would affect the reliability or operability of the Bulk Electric System (as defined by FERC).
- 1.12 "Critical Cyber Assets" mean Cyber Assets that are essential to the reliable operation of Critical Assets.



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- 1.13 “Cyber Assets” means programmable electronic devices and communication networks including hardware, software, and data.
- 1.14 “Day” means a calendar day, except that if an obligation of the Agreement falls due on a Saturday, Sunday or legal holiday in the jurisdiction where the Site is located such obligation shall be due the next regular working day.
- 1.15 “Dollars” and “\$” means United States of America dollars.
- 1.16 “Final Acceptance” means that date when the Company issues a certificate to the Contractor certifying that the Work has been fully performed in accordance with the terms and conditions of the Agreement.
- 1.17 “Goods” means the goods to be provided in accordance with the Agreement specifications.
- 1.18 “HUBZone Small Business Concern” means a Small Business Concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- 1.19 “Indemnified Parties” means the Company, its Affiliates, and their officers, directors, employees, agents, successors and assigns, and any third party that Company or its Affiliates are required to hold harmless or indemnify by law or pursuant to: (a) a contract or agreement for Work and Services performed under or in connection with this Agreement or (b) any property or access rights obtained in support of the Work and Services performed under or in connection with this Agreement.
- 1.20 “Insured Parties” means the Company or Owner, its Affiliates, and their officers, directors, employees, agents, successors and assigns and any third party that Company or its Affiliates are required to hold harmless or indemnify by law or pursuant to: (a) a contract or agreement for operations, Work, and Services performed under or in connection with this Agreement or (b) any property or access rights obtained in support of the operations, Work, and Services performed under or in connection with this Agreement.
- 1.21 “ISNetworld” and “ISN” mean the fee-based third party services contracted by Company to receive, store, manage and maintain various records for Company related to Contractor safety and vendor On-boarding.
- 1.22 “NERC” means the North American Electric Reliability Corporation.
- 1.23 “Partial Performance Payment” means the payment to which the Contractor is entitled for Work actually performed after the Company has provided Contractor with notice to commence Work and before the Company terminates all or a portion of the Agreement for convenience.
- 1.24 “Party” means either the Company or the Contractor, and any reference to “Parties” shall mean the Company and the Contractor.
- 1.25 “Physical Security Perimeter” means the physical completely enclosed (“six-wall”) border surrounding computer rooms, telecommunications rooms, operations centers, and other locations in which Critical Cyber Assets are housed and for which access is controlled.
- 1.26 “Prohibited Act” means:
- 1.26.1 offering, giving or agreeing to give to the Company, any of its Affiliates, or any persons associated with it or them including its or their officers, employees or agents, any gift or consideration of any kind as an inducement or reward: (i) for doing or not doing (or for having done or not having done)

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- any act in relation to the obtaining or performance of the Agreement or any other contract with the Company or any of its Affiliates; or (ii) for showing or not showing favor or disfavor to any person in relation to the Agreement or any other contract with the Company or any of its Affiliates;
- 1.26.2 entering into the Agreement or any other contract with the Company, any of its Affiliates, or any persons associated with it or them where a commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless, before the relevant contract is entered into, particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Company;
- 1.26.3 committing any offense: (i) under the United Kingdom's Bribery Act 2010 (or engaging in any activity, practice or conduct which would constitute an offense under that act if such activity, practice or conduct had been carried out in the United Kingdom); (ii) under the United Kingdom's Modern Slavery Act 2015 (or engaging in any activity, practice, or conduct which would constitute an offense under that act if such activity, practice or conduct had been carried out in the United Kingdom); (iii) under legislation creating offenses in respect of fraudulent acts; or (iv) at common law in respect of fraudulent acts in relation to the Agreement or any other contract with the Company or any of its Affiliates;
- 1.26.4 engaging in any activity, practice or conduct which does not comply with the Company's anti-bribery, anti-corruption and anti-slavery policies as notified in writing to the Contractor from time to time by or on behalf of the Company;
- 1.26.5 doing, or omitting to do, any act that will cause or lead the Company or any of its Affiliates to be in breach of the Bribery Act 2010, the Modern Slavery Act 2015, and/or the policies referred to in Section 1.26.4 above; or
- 1.26.6 defrauding, attempting to defraud or conspiring to defraud the Company or any of its Affiliates.
- 1.25 "Project" means the totality of a Company-defined scope, to be completed within a specified time and cost, and all things associated therewith, of which the Work performed under the Agreement may be the whole or a part and which may include work performed by the Company or its Affiliates or by other contractors.
- 1.26 "Purchase Order" means the serially numbered document issued by the Owner for accounting purposes. Purchase Order numbers should be referenced by the Contractor for invoicing purposes.
- 1.27 "Purchase Order Number" means the number identified as such in the Agreement which may be used for the Company's internal accounting and document tracking.
- 1.28 "RFP" and "Request for Proposal" mean the documentation associated with the tender solicitation.
- 1.29 "Service-Disabled Veteran" means a veteran, as defined in 38 U.S.C. §101(2), with a disability that is service connected, as defined in 38 U.S.C. § 101(16).
- 1.30 "Service-Disabled Veteran-Owned Small Business Concern" means a Small Business Concern not less than 51 percent of which is owned by one or more Service-Disabled Veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more Service-Disabled Veterans; and the management and daily business operations of which are controlled by one or more Service-Disabled Veterans or, in the case of a Service-Disabled Veterans with permanent and severe disability, the spouse or permanent caregiver of such veteran

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- 1.31 "Services" means all the labor and other services provided by the Contractor in connection with the Agreement.
- 1.32 "Site" means the geographical location or facility where the Work will be performed.
- 1.33 "Small Business Concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- 1.34 "Small Disadvantaged Business Concern" means a Small Business Concern that represents, as part of its offer, that it has received certification as a Small Disadvantaged Business Concern consistent with 13 CFR § 124, Subpart B; and that no material change in disadvantaged ownership and control has occurred since its certification.
- 1.35 "Specification" means the technical requirements and procedures, including any accompanying appendices, contained in, referenced by, or attached to the Agreement.
- 1.36 "Subcontractor" means any organization, firm or individual, regardless of tier, which the Contractor retains during the term of the Agreement to provide Goods or Services in connection with the Agreement.
- 1.37 "Supplemental Conditions" means those terms and conditions, if included in the Agreement, which add to or modify other Contract Documents and are incorporated by reference as if fully set forth in the Agreement. In the case of a conflict between the Supplemental Conditions and any other Contract Document, the Supplemental Conditions shall prevail.
- 1.38 "Veteran-Owned Small Business Concern" means a Small Business Concern not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. §101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and the management and daily business operations of which are controlled by one or more veterans.
- 1.39 "Women-Owned Small Business Concern" means a Small Business Concern that is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- 1.40 "Work" means all operations, duties, responsibilities, and obligations to be performed by the Contractor as specified, stated, indicated or implied, whether temporary or permanent, by the Agreement including, but not limited to, the provision of Services.

## **2.0 SCOPE OF WORK**

- 2.1 Contractor shall perform all the Work and Services and do all that is necessary to complete its portion of the Project in accordance with the Agreement (including all Contract Documents and any attached schedules, exhibits and appendices which are incorporated by reference), and in accordance with all applicable permits, Federal, state, and local engineering, construction, safety, environmental, building and electrical codes, standards, directives, requirements, rules, regulations, laws and ordinances (whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed). The Contractor is, and shall at all times remain, an independent contractor.
- 2.2 Contractor shall furnish all necessary management, technical, and other personnel necessary for the timely prosecution of the Work to the Company's satisfaction.

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### 3.0 CONTRACTOR PERSONNEL

- 3.1 The Contractor shall, and shall require its Subcontractors to comply with the Company's background check requirements as defined in the Company's policies and procedures set forth in this Agreement and as may be amended from time to time.
- 3.2 In the event of the Contractor's non-compliance with any or all of these background-check requirements, the Company may cancel the Agreement for its convenience pursuant to the termination provisions contained in the Agreement except that in no event shall the Company or its Affiliates be liable for any termination cost/charges to the Contractor beyond compensation for Work performed up to the date of such cancellation.
- 3.3 The Contractor shall be wholly and solely responsible for all acts of its personnel while engaged in the Work. Any illegal acts, including but not limited to terrorism affecting property and/or personnel of the Company or its Affiliates, the Contractor or third parties shall be considered grounds for finding the Contractor in default and terminating the Agreement for cause in accordance with Section 18.1, in addition to all other rights and remedies available to the Company and its Affiliates under applicable law.

### 4.0 TIME OF PERFORMANCE

- 4.1 The Contractor shall perform the Work in accordance with the schedule agreed to by the Parties. Once commenced the Work shall be prosecuted continuously to completion unless otherwise agreed to by the Company. The Contractor shall notify the Company orally and then in writing of any anticipated delays; however, such notification shall not relieve Contractor of any of its obligations or affect any of the Company's available remedies.
- 4.2 The Contractor shall maintain a labor force of sufficient size and competence to conform to and complete all Work on schedule and within the scheduled hours and days set forth in the schedule unless otherwise directed or approved by the Company.
- 4.3 Contractor shall limit the Work at the Site to eight hours per day and 40 hours per week and normal working hours, between 7:00 a.m. - 5:00 p.m., Monday through Friday, unless otherwise specified elsewhere in the Agreement. Extended hours shall be subject to the Company's prior written approval.
- 4.4 **Time of performance is of the essence.** If, at any time during the term of the Agreement, except for delays occurring pursuant to Section 21.1, in the opinion of the Company the Contractor does not meet the schedule, the Company may for each incident of delay, at no additional cost to the Company, at its sole option, in addition to any other rights it may have:
  - 4.4.1 Require the Contractor to get back on schedule by working additional shifts and/or additional days and/or increasing its manpower, supervision, and/or equipment; and/or
  - 4.4.2 Treat such failure as a material breach and repudiate and terminate the Agreement in accordance with Section 18.1 and collect damages; and/or
  - 4.4.3 Require the Contractor to pay the Company liquidated damages, as may be provided for in the Agreement, provided, however, once the Company elects liquidated damages for an incident of delay its right to invoke the remedies under 4.4.1 or 4.4.2 for such delay shall be extinguished.
- 4.5 Any failure by the Company to invoke any of the provisions of Section 4.4 shall not constitute a waiver of its right to subsequently invoke such provisions or its entitlement to any other damages provided for elsewhere in this Agreement.

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- 4.6 No request for extension of time for completion of the Work, or any other change to an approved schedule, shall be granted to the Contractor unless in a writing signed by the Company, and except as provided in Section 21.1, 14.0, and 19.1.
- 4.7 Notwithstanding the foregoing, if the Contractor incurs delays and believes that changes in the Project or changed conditions beyond the Contractor's control are the cause of the delay, the Contractor shall provide prompt written notice to the Company in the manner set forth in Section 14.3 of the changes or changed conditions that it believes justify excusing the Contractor from meeting the schedule. If the Company agrees with the Contractor, the Company will, in accordance with Section 14.3, approve an extension of time for completion of the Work. Such extensions of time however shall not include any additional payment for extended overhead.
- 4.8 If the Contractor is delayed by any act or omission by the Company, or by interference by a public authority, or strikes or injunctions, none of which are caused, instituted, or provoked by the Contractor or by any Subcontractor, agent, or representative of the Contractor, and if the Contractor cannot with reasonable diligence, due to such act or omission, interference, strike or injunction, make up for such delay or delays, then the specified date or dates for completion of the work or services or the portion or portions thereof so delayed will be extended by the Company by the amount of time for such delay as determined by the Contract Administrator. Notwithstanding the foregoing, no periods of such delay will be deemed to begin until written notice thereof has been given by the Contractor to the Company. If the Contractor cannot make up for such delay by applying reasonable diligence and speed, then the Contractor may receive compensation for such delay, if appropriate. The Contract Administrator shall determine the time period covered by the delay and the amount of compensation payable to the Contractor.
- 4.9 When necessary to accommodate the Company's operating requirements, the Company shall have the option to order any portion of the Project performed at times other than normal working hours or on weekends or holidays, in which event extra costs, if any, for such work shall be paid to the Contractor in accordance with Section 14.5.

## **5.0 PERMITS AND LICENSES**

- 5.1 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Unless otherwise specified, permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Company. In either case the Contractor shall be responsible for prosecuting the Work in accordance with the provisions of all applicable permits and licenses.
- 5.2 The Contractor shall maintain all permits and licenses required and necessary to complete the Work so that it complies with all applicable laws, rules, regulations, requirements, orders, directives, ordinances, codes and standards of all Federal, state, and local governmental agencies having jurisdiction over the Company and its Affiliates, the Contractor, the Subcontractors, or the Project, whether the same are in force at the execution of this Agreement or may in the future be passed, enacted or directed.
- 5.3 The Contractor shall not enter into negotiations with any governmental authority or agency for acceptance of variations from or revisions to safety or health, or air, water or noise pollution laws or regulations relating to the Agreement or to the performance thereof, without the Company's prior written consent.

## **6.0 SHIPMENT**

- 6.1 The Contractor shall bear all costs of transportation and shipment unless otherwise expressly provided in the Specification.

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## **7.0 RISK OF LOSS**

- 7.1 Risk of loss or damage to the Work shall remain with the Contractor until Final Acceptance by the Company, regardless of whether title has passed. The Contractor shall bear the risk of loss or damage to any Work during its repair, replacement, or cure if the Contractor is responsible for such repair, replacement or cure.
- 7.2 The Contractor shall be solely responsible for storage and protection of equipment and material (whether furnished by the Company or the Contractor) against deterioration or damage from any cause, vandalism, and theft until Final Acceptance.
- 7.3 The Contractor shall be responsible for the security of all materials and equipment under its custody and control.
- 7.4 The Contractor shall at all times conduct operations in a manner to ensure the safety of the general public and to avoid the risk of loss, theft, or damage by vandalism, sabotage, or any other means.

## **8.0 WARRANTY/REMEDY**

- 8.1 The Contractor warrants that it is aware of the purpose for which the Work is being used and that its Work shall be suitable for such purpose. In addition to all other warranties, express or implied in fact or law, the Contractor warrants: 1) all Work shall conform to all requirements of the Agreement, including the Specification, and any Supplemental Conditions or change orders, if any; 2) if not otherwise specified, all Work shall be consistent with industry standards for the Services specified and the intended use by the Company; 3) all Services shall be performed by qualified, competent, and experienced personnel, and in accordance with the highest standards of care, skill, and diligence, and consistent with recognized and sound professional practices and procedures; 4) that all Work shall be free from defects in design, workmanship, and materials of any kind, for a period of twelve (12) months from the date placed in service or twenty-four (24) months from the date of receipt, whichever is later; 5) no Work shall infringe or violate the intellectual property rights of any third party, or violate any agreement or confidentiality obligation by which the Contractor may be bound; and 6) if any equipment is installed by Contractor in connection with the Services, all such equipment is installed to meet current OSHA regulations. Items of materials, equipment or otherwise shall not be substituted for those specified, nor shall "or equal" items be furnished pursuant to the Agreement without the Company's prior written approval. The Company's decision on item equality shall be final and binding.
- 8.2 If the Work provided by the Contractor or its Subcontractors fails to conform to the warranties set forth above, in addition to all other remedies available at law or equity, the Contractor shall, at its sole expense and at the Company's option, promptly: 1) re-perform the nonconforming Work; 2) refund the amount of money paid by the Company for such nonconforming Work; or 3) reimburse the Company for the cost of replacing, repairing, curing, or re-performing the nonconforming Work or having the nonconforming Work re-performed, cured, repaired, or replaced by a third party. The Company may require the Contractor to use overtime work at no cost to the Company if such additional effort will shorten the time the Work is nonconforming. All warranty Work performed by the Contractor shall be scheduled by and at times acceptable to the Company. If any warranty work is provided, the Contractor's warranties shall recommence upon the Company's acceptance of such repaired, re-performed, cured, or replaced Work and shall be in effect for the duration of the warranty period or for twenty-four (24) months after completion of the warranty work, whichever is later. The terms of this section shall survive termination of the Agreement and shall survive delivery, inspection, tests, acceptance, and use of the Work.
- 8.3 In addition to all remedies permitted by law, the Company reserves the right to reject and return to the Contractor for full credit and at the Contractor's expense, all Work that does not conform to the Company's specifications or requirements. Further, the Company may, at its option, and without limiting its other rights, cancel all or any unfilled part of the Agreement if conforming performance of the Work are not made within

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the time specified. The Company reserves the right to charge the Contractor, and the Contractor shall be liable for any loss or expense incurred as the result of the Contractor's failure to make timely performance of the Work. The acceptance of any late performance of the Work shall not constitute waiver to reject subsequent performance not made as originally scheduled.

- 8.4 If there are Contractor personnel at a Company Site, in the event that the Company believes, in its sole judgment, that any of the Contractor's personnel are objectionable, the Company shall so notify the Contractor, whereupon the Contractor shall promptly investigate and take appropriate corrective action including, where requested by the Company, removal of such personnel and replacement with personnel acceptable to the Company. Whenever required by law, regulations, or code, or any applicable governmental approval, the Contractor shall employ only licensed and properly trained personnel in the performance of the Work. The Contractor and all Subcontractors shall have full responsibility for all employees employed on or in connection with the Project and shall employ only such employees who shall cooperate with all other individuals working at the Site.
- 8.5 The Contractor represents that it has fully acquainted itself with, and has carefully examined all documents and conditions relevant to the Work and the Project to insure that they are sufficient to properly complete the Work; all relevant plans, surveys, measurements, dimensions, calculations, and estimates to be sure that they contain no errors or inaccuracies; the nature and location of the Work, the character of equipment, materials and facilities needed preliminary to and during the prosecution of the Work; the general and local conditions (including environmental conditions and labor relations); and all other matters which can in any way affect the Project and the Work and its cost under the Agreement. The Company assumes no responsibility whatsoever for ascertaining for the Contractor any facts which the Contractor could have ascertained for itself through such investigation. The Contractor shall notify its Subcontractors of the requirements of this Section 8.5. Lack of knowledge of any of the foregoing matters shall not constitute an excuse for delay or failure of performance under the Agreement, nor shall it justify any increase in the price as determined under the Agreement. The Contractor hereby represents that it has all information and documentation with respect to equipment, materials, facilities or any other matters which are or will be necessary to enable the Contractor to safely and reliably perform the Work. Except as is otherwise specified within the Agreement, all loss or damage to the Contractor arising out of its performance of the Work, whether due to the elements, unforeseen circumstances, or otherwise, shall be sustained and borne by the Contractor at its sole cost and expense.
- 8.6 The Contractor hereby acknowledges and agrees that the Company will only be responsible for providing such materials and services as are expressly indicated to be the Company's responsibility in the Specification, if any.
- 8.7 Instructions or explanations given by the Contract Administrator or the Company to the Contractor to complete, clarify or give proper effect to the Specifications, if any, will be deemed a part of the Specifications. If there is any doubt as to the meaning of any portion or portions of the Specifications, such documents will be interpreted as calling for the best quality, as to materials, equipment and workmanship capable of being supplied or applied, and any explanation provided by the Contract Administrator's will be final and conclusive.
- 8.8 The Contractor shall obtain from each Subcontractor, and extend to the Company for its benefit, warranties for all Work performed or supplied by such Subcontractor, substantially identical to the warranties the Contractor is required to provide hereunder. Any such warranties shall be in addition to and shall not be limited by or themselves limit, the warranties of the Contractor otherwise provided in the Agreement. The Contractor shall deliver to the Company copies of any Subcontractor's warranties.

## **9.0 PRICE/PAYMENT**

- 9.1 The Company will compensate the Contractor for Work provided on the basis of prices stated in the Agreement.

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- 9.2 Standard payment terms are “2% 10, Net 30.” The Company shall pay all invoices not more than 30 days after receipt by Company’s Accounts Payable Department of a proper invoice and any required supporting documentation, subject to the Company’s right to contest, in good faith, all or any part of the charges set forth therein. If the Massachusetts Prompt Payment Act applies to this Agreement, invoices shall be approved or rejected within 15 days of submission by Contractor. Payment shall not relieve the Contractor from any responsibilities or obligations under the Agreement, nor shall the Company’s payment constitute acceptance or a waiver of any claim arising hereunder. No payment made hereunder, except for the final payment, shall be considered as acceptance of any Work. All payments shall be subject to correction or adjustment in subsequent payments.
- 9.3 Company reserves the right to utilize a variety of payment channels, including but not limited to Virtual Card, ACH, Ghost Cards and P-Cards. Contractor agrees that it will not impose a surcharge on Company’s payment. Contractor shall ensure that with respect to credit card acceptance, it is in compliance with applicable law, and the rules set forth by the respective credit card network. Where applicable, Contractor shall provide Company with proof of its compliance with the Payment Card Industry Data Security Standard (“PCI DSS”) and/or any related applicable requirements set forth by the PCI Security Standards Council (Ghost Cards only).
- 9.4 Contractor shall submit invoice(s) in accordance with the Agreement. Each invoice shall reference the Company’s Purchase Order Number. Such invoice(s) shall include cost breakdowns and schedule of performance of Services as specified by the Company. In addition to the specific requirements for each payment, the Contractor’s submittal of an invoice shall represent a certification by the Contractor that it has complied with all relevant terms of the Agreement, including, without limitation: a) the quality assurance requirements set forth in Section 11.0; b) all scheduling requirements set forth in Section 4.0; c) the safety requirements set forth in Section 16.0; and d) all environmental requirements set forth in Section 41.0.
- 9.5 The Company shall, without waiver or limitation of any rights or remedies, be entitled from time to time to deduct from any amounts due or owing the Contractor under the Agreement any and all amounts owed by the Contractor to the Company or a Company Affiliate, whether or not in connection with the Agreement. The Company shall not be required to provide any written statement to Contractor in respect of any disapproved invoice or other request for payment. Notwithstanding the foregoing, if the Agreement is subject to the Massachusetts Prompt Payment Act, any full or partial rejection of an invoice shall be made in writing and include (a) the factual and contractual basis for the rejection and (b) a certification that the rejection is made in good faith. No interest shall accrue on any payment due to Contractor in accordance with this Agreement or any portion of retainage that is not timely released to Contractor in accordance with this Agreement.
- 9.6 Unless otherwise specified in the Agreement, the Contractor shall submit all invoices for executed Services and delivered Goods at the start of each month for any such Work carried out during the preceding month. If Contractor fails to invoice Company for any amount within six (6) months of the later of (i) the month in which the Work in question is rendered or the expense incurred, or (ii) the date the Contractor has the right to issue an invoice to Company for payment, the Contractor shall be deemed to have waived any right it may otherwise have to invoice for and collect such amount.

## 10.0 TAXES

- 10.1 The Contract Price shall include sales, use and similar taxes, unless otherwise provided for in the Agreement. The Company shall not be responsible for any Federal, state, and/or local, personal property, license, privilege, or other like taxes, which may now or hereafter be applicable to the transactions under the Agreement.
- 10.2 Contractor shall pay or cause to be paid all taxes and employer contributions imposed by present and future Federal, state, and local laws with respect to compensation of employees of the Contractor and all interest and penalties payable under such laws as a result of noncompliance therewith, and the Contractor shall



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indemnify and hold harmless the Indemnified Parties from and against any and all claims, liabilities and expenses with respect to the foregoing.

- 10.3 The Company self-assesses sales taxes. For taxable materials and/or services delivered within each state in which the Work is performed, the Contractor shall not include sales tax as per direct payment permit. For the application of sales tax when rendering an invoice, the Contractor shall obtain a permit and adhere to the policies set forth in the following web page:

[http://www2.nationalgridus.com/corpinfo/purchasing/payment\\_all\\_all.jsp](http://www2.nationalgridus.com/corpinfo/purchasing/payment_all_all.jsp)

## 11.0 INSPECTION AND QUALITY ASSURANCE

- 11.1 The Contractor shall inspect all Work and make or cause to be made all tests required by the Agreement.
- 11.2 All Work will be subject to the Contract Administrator's inspection, direction, and approval. The Contractor agrees to furnish all the information pertaining to the Work as the Contract Administrator may require.
- 11.3 The Company shall have the right to inspect any Work covered by the Agreement, and any processes used to perform the work, at no cost to the Company, and the right to inspect and/or audit any of the Contractor's or its Subcontractors' inspection records and associated costs pertaining to the Agreement. Such audits may be performed by either or both the Company's employees or professional auditing firms chosen by the Company. In the event the Work or associated costs are found to be deficient or not in accordance with the Agreement, the Company shall be entitled to seek reimbursement for such audit costs.
- 11.4 The Company shall advise the Contractor of errors, or variations from the requirements of the Agreement, and of defects in the Work, but it is expressly agreed that any omission on the Company's part to advise the Contractor of any such errors, variations, or defects or to provide any instructions or explanations shall not give the Contractor any right or claim against the Company, and shall not in any way relieve the Contractor from its obligation to provide the Work in accordance with the Agreement.
- 11.5 At any time during the term of the Agreement, the Company or its designated representative shall be entitled to: (1) conduct and/or witness any test required by the Agreement; (2) otherwise inspect, witness and/or test the Work; (3) review the Contractor's and Subcontractor's procedures and documents pertaining to inspection, testing or witnessing of tests; and (4) review the Contractor's and Subcontractor's documents pertaining to the Work. For such purposes the Company and its representatives shall be provided access to the Contractor's or Subcontractors' facilities or Work, when and in such manner as the Company may require. In the event the Contractor employs Subcontractors for any part of the Work, the Contractor shall require Subcontractors to comply with the provisions of this Section 11.5.
- 11.6 The Contractor shall provide and maintain an examination, inspection and testing system acceptable to the Company as required by the Agreement. The Contractor shall submit to the Company the results of all such examinations, tests and inspections and shall maintain records of the same and make them available to the Company.
- 11.7 In addition to any notice requirements otherwise set forth in the Agreement, the Contractor shall give the Company (a) five days prior written notice of any tests and inspections required by the Agreement, the Company or its representatives' instructions, laws, regulations or ordinances to be witnessed or approved by the Company, (b) timely notice of all other tests and inspections, and (c) 48 hours additional notice prior to actual performance of any test or inspection. Inspections by the Company shall be made promptly, and where practicable at the source of supply.

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- 11.8 All testing and inspections required under the Agreement shall be done in accordance with the Agreement. The Company may perform technical inspection of the Work as may be set forth more fully in the Specification. The Contract Administrator shall have authority to reject all Work and materials which do not conform to the Agreement and respond to questions which arise in the execution of the Work.
- 11.9 Neither the Company's nor its representative's inspection or testing, or witnessing of tests or inspections of the Work nor its failure to perform, require or approve tests or inspections shall (1) affect the warranties and guarantees of the Contractor, (2) relieve the Contractor from any responsibility or liability with respect to workmanship, materials or equipment, (3) constitute an acceptance of the Work by the Company or an agreement by the Company that the Work meets specified requirements, (4) impair the Company's right to reject nonconforming or defective Work, (5) constitute a waiver by the Company of any rights under the Agreement, or (6) relieve the Contractor of any of its obligations under the Agreement, notwithstanding the Company's opportunity to inspect the Work, the Company's knowledge of the nonconformance or defect, or the Company's failure to earlier reject the Work.
- 11.10 The Company shall have the right to inspect all materials, supplies, and equipment that are to be incorporated in the Project and make or cause to be made all tests required by the Agreement. The making of such inspections and tests by the Company shall not relieve the Contractor of its responsibility for inspection and testing.
- 11.11 If the Company determines that any Work has not satisfactorily passed any test or inspection or does not meet the requirements of the Agreement or that the Contractor has not conducted or has improperly conducted any required test or inspection, the Company shall have the right, in addition to any other rights set forth in the Agreement, to (1) reject the Work and (2) stop the Work in accordance with Section 18.1.

## **12.0 FINAL INSPECTION/ACCEPTANCE/PAYMENT**

- 12.1 Upon receipt of written notice from the Contractor that the Work is completed and ready for final inspection and acceptance, the Company shall inspect the Work and determine if the Work has been fully performed in accordance with the terms and conditions of the Agreement.
- 12.2 If the Company determines the Work is not complete, its written notice of rejection shall include a list of items that the Contractor shall finish in order for the Work to be complete under the terms and conditions of the Agreement. The Contractor shall within two Days of such notice provide for the Company's review and approval a schedule detailing when all defects will be corrected and/or the Work completed. Upon approval by the Company, the Contractor shall remedy such defective and incomplete portions of the Work. The steps in Sections 12.1 and this Section 12.2 shall be repeated until the Company accepts the Work as complete and so notifies the Contractor of its acceptance.
- 12.3 Upon Final Acceptance, final payment will be made.
- 12.4 Acceptance of the final payment shall constitute a waiver of all claims by the Contractor.
- 12.5 Final payment shall not relieve the Contractor of any warranty, guarantee or other continuing obligations under the Agreement.

## **13.0 WITHHOLDING PAYMENT**

- 13.1 The Company may withhold payment (in such amount as is deemed necessary by the Company, in the Company's sole judgment and discretion), in whole or in part, to the extent and for the time reasonably

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necessary, in the Company's sole judgment and discretion, to protect the Company from loss caused by, but not limited to:

- 13.1.1 Defective Work not remedied;
  - 13.1.2 Claims filed or reasonable evidence indicating probable filing of claims against the Company or by the Company or other parties against the Contractor;
  - 13.1.3 Failure of the Contractor or Subcontractors (of any tier) to make payments properly to Subcontractors (of any tier) or for material or labor or for any taxes due;
  - 13.1.4 Damage to another contractor;
  - 13.1.5 Removal and replacement of condemned Work and/or material;
  - 13.1.6 Incomplete documentation;
  - 13.1.7 Inadequate insurance coverage;
  - 13.1.8 Disputed Work;
  - 13.1.9 Environmental damage caused by or exacerbated by Contractor or any Subcontractor;
  - 13.1.10 Bonding of a Contractor lien
  - 13.1.11 Failure of the Contractor or any Subcontractor to properly clean up the Site;
  - 13.1.12 Damage to utilities caused by Contractor or any Subcontractor;
  - 13.1.13 Damage to public or private property caused by Contractor or any Subcontractor; and
  - 13.1.14 Liquidated damages assessed to the Contractor.
- 13.2 When the above grounds are removed or the Contractor provides a surety bond satisfactory to the Company which protects the Company in the amount withheld, payment shall be made within 30 days thereafter to the Contractor for the amount withheld.
- 13.3 In addition to the right to delay payment as set forth above, the Company shall have the right to require that the Contractor shall, in any event, take all necessary steps, at its sole cost and expense, to cause any lien filed against the Company's or its Affiliates' property to be satisfied on the record within ten days from the Company's notice that such lien has been filed.

#### **14.0 CHANGES TO WORK SCOPE/AGREEMENT CHANGES**

- 14.1 No additions to, deletions from, or alterations in the Work and no amendment or repeal of, and no substitution for any terms, conditions, provisions or requirements of the Agreement shall be made unless first authorized in writing by the Company. No oral changes in the Agreement shall be recognized by the Company unless in accordance with Section 26.2.
- 14.2 The Company may at any time make additions to or deletions from or changes in the Project and/or Work, including changes to the Specification or the schedule. If a Company-directed change will add to or deduct from the Contractor's cost of the Work or affect the schedule, the Contractor shall notify the Company in writing within five Days of receipt of such Company-directed change and provide a written estimate of such cost and/or schedule modifications and, if the Company approves, the Agreement will be adjusted accordingly. Any claim for an extension in the schedule caused thereby shall be adjusted at the time of directing such change and the value of any such change shall be determined as provided in Section 14.5.
- 14.3 If the Contractor desires a change in the Work necessary to complete the Work or believes that any order, instruction, request, clarification or interpretation of the Company, or its representatives or compliance with any laws, orders or regulations, constitutes a substantial change in the Work, the Contractor shall submit, to the Company, prior to performance of any such Work, and within five Days of receipt or discovery thereof,

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a written claim specifying the nature of the change, any increase or decrease in the cost of performing the Work, and any resulting change in the schedule. Within 30 Days of receipt of such notice, the Company shall determine whether the claim constitutes a change in the Work and if so to what extent the Agreement should be modified. The Company shall then notify the Contractor, in writing, of its decision. Any change in the schedule shall be specified in the Company's notice and any change in price as determined under the Agreement shall be determined in accordance with Section 14.5. Notwithstanding anything to the contrary in the foregoing, if the Massachusetts Prompt Payment Act applies to this Agreement, any change order invoices shall be approved or rejected by the Company within 30 days of of the Contractor submitting them, and any full or partial rejection of a change order invoice shall be made in writing and include (a) the factual and contractual basis for the rejection and (b) a certification that the rejection is made in good faith.

- 14.4 The Company may require the Contractor to proceed with Work that is the subject of a proposed or claimed change in the Work prior to the Company's consent to any change in the price or schedule, in which event the Company shall so notify the Contractor in writing, and the Contractor shall then proceed with the Work, and keep an accurate account of such, and the Contractor and the Company shall then negotiate in good faith with respect to such change.
- 14.5 If the Company authorizes a change in the Work as set forth in this Section 14.0 which adds to or decreases the cost of the Work, the Contractor shall proceed with the Work as changed, and the Company shall, in its sole discretion, adjust the price by (a) a mutually agreed upon lump sum or rate price, (b) a rate price as set forth in the Agreement or, (c) in accordance with the following:
- 14.5.1 Reimbursement for all Subcontractors, subject to the Company's prior authorization to subcontract in each specific instance of change, based on costs actually and reasonably incurred in performing changes. Applicable Subcontractor costs shall be subject to the same terms and conditions set forth in Section 14.5, unless otherwise agreed to by the Company; and
- 14.5.2 Reimbursement for the actual verifiable net (no mark-ups) cost of materials directly purchased in support of the extra Work as authorized by the Company.
- 14.6 If the Company authorizes a change in the Work which decreases the amount and cost of the Work, such decrease shall not constitute basis for a claim by the Contractor for any loss or damages including anticipated profit.
- 14.7 The Company shall not accept any changes submitted by the Contractor pursuant to this Section 14.0 after final payment.
- 14.8 All additional work shall be performed in accordance with the terms and conditions of the Agreement insofar as they are applicable thereto.

## **15.0 SURVIVAL**

- 15.1 All provisions related to warranty, indemnification, confidentiality and proprietary rights shall expressly survive termination or expiration of the Agreement.

## **16.0 SAFETY**

- 16.1 The Contractor shall be solely responsible and assume all liability for the safety and supervision of its employees and other persons engaged in the Work or on the Site. The Contractor shall establish and effectively and continuously implement a safety program that includes both occupational and process safety as applicable. The Contractor shall, and shall require its Subcontractors and their employees to comply with

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all applicable Federal, state and local safety directives, requirements, rules, regulations, laws and ordinances, whether the same are in force upon the execution of the Agreement or may in the future be passed, enacted or directed, including without limitation, compliance with the safety regulations and standards adopted under the Occupational Safety and Health Act of 1970 (OSHA), as amended from time to time. The Contractor shall continually inspect the Project and supervise its personnel to determine and enforce compliance with the above provisions.

- 16.2 The Contractor shall, and shall require its Subcontractors and their employees to comply with the Company's Safety and applicable Process Safety Requirements and all established Project safety rules as they may be amended from time to time and to take all necessary safety and other precautions to protect property and persons from damage or injury arising out of performance on the Project, whether the same are in force at the execution of this Agreement or may in the future be passed, enacted or directed.
- 16.3 The Contractor shall provide adequate safeguards, safety devices and protective equipment and enforce their use and take any other needed actions to protect the life, health and safety of the public and to protect property in connection with its performance on the Project.

## **17.0 MINIMIZING DISRUPTIONS**

- 17.1 Work shall be performed in a manner which minimizes to the greatest extent possible any disruption to the surrounding landscapes, waterways, communities and the general public.

## **18.0 TERM/TERMINATION**

- 18.1 Termination for Cause.
- 18.1.1 If, during the term of the Agreement, the Company notifies the Contractor that any part of the Work is defective or deficient or not in accordance with any provision of the Agreement, regardless of the stage of its completion or the time or place of discovery of such errors and regardless of whether the Company has previously accepted it, the Company may order the Contractor to stop performing the Work until such defect or default has been corrected at the Contractor's sole expense. If the Contractor does not correct the default or defect within ten Days of notice, the Company may suspend its performance until such defect or default is corrected, and/or removed and replaced at the Contractor's expense.
- 18.1.2 Contractor shall, at its sole expense, promptly replace and re-execute the defective or deficient Work in accordance with the Agreement.
- 18.1.3 If the Company corrects Work or has Work corrected that has been damaged or that was not done in accordance with the Agreement, the Company may deduct the cost from the price as determined under the Agreement, or invoice the Contractor for such costs, at its sole option. If the Company elects to invoice the Contractor, the Contractor shall remit to the Company such invoiced amount within 30 days of the date of the invoice.
- 18.1.4 The Contractor shall not be entitled to an extension of time by reason of the Work being found defective, deficient or in any way not in accordance with the requirements of the Agreement.
- 18.1.5 Notwithstanding any other provision of the Agreement, if the Contractor: (1) fails to prosecute the Work with diligence or has fallen behind the schedule and if in the opinion of the Company, fails to take all necessary steps to remedy the Contractor's failure to comply with the terms of the schedule; (2) fails to make prompt payment when due to Subcontractors; (3) fails to comply with any of the

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terms or conditions of the Agreement; (4) sells or transfers all or substantially all of its assets without the Company's prior written consent; (5) enters into any voluntary or involuntary bankruptcy proceeding or receivership; (6) makes a general assignment for the benefit of its creditors; (7) experiences a labor dispute which threatens adversely to affect the progress or cost of the Project hereunder or the Company's operation; (8) abandons the Work; (9) loses control of the Work from any cause; (10) refuses or neglects to provide sufficient and properly skilled or other labor or sufficient materials of proper quality; or (11) directly or indirectly causes a disruption of the Project, or should its presence result in a disruption of the Project or the Company's operation, then the Company shall have the right, without prejudice to any other right or remedy to terminate the Agreement, in whole or part. Such termination shall be effective upon written notice to the Contractor setting forth (a) the date of the termination and (b) that the Contractor shall immediately discontinue the Work to the extent specified in such notice. The Company may exercise its right of partial termination under the Agreement any number of times.

- 18.1.6 In the event the Company terminates all or any part of the Agreement for cause, the Company may finish the Work or have the Work finished by a third party by whatever method it may deem expedient. The Company shall not be required to obtain the lowest price for completion of the Work, but may make such reasonable expenditures as may best accomplish such completion; and the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price as determined under the Agreement exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services and all other costs and expenses actually incurred by the Company as a direct result of the breach and termination, the Contractor hereby waives such excess. If such expenses exceed the unpaid balance, the Contractor shall pay the difference to the Company within 30 Days of the Company's notice thereof to the Contractor.
- 18.1.7 If all or any part of the Agreement is terminated for cause, the Company shall be entitled, at its option, to (a) retain any Work previously delivered to the Project or paid for by the Company, (b) require delivery of any Work and/or documents, regardless of their stage of completion which are in the Contractor's possession or control, (c) require the Contractor to assign to the Company all or any of the Contractor's rights with respect to orders or subcontracts which relate to the Project, (d) reject all or any of the Work, regardless of whether it has been delivered for the Project, (e) require the Contractor to cooperate with a new contractor for the period of time necessary to familiarize the new contractor with the Project, (f) have another contractor complete the Agreement at the Contractor's expense, and (g) require completion according to the terms of the Agreement of any Work which has not been terminated Contractor shall be required to refund to the Company any payments theretofore made for rejected Work. The Company shall be entitled to withhold from any payment otherwise due to the Contractor an amount sufficient to protect the Company from any outstanding or anticipated liens or claims in connection with Work which has not been rejected or anticipated costs to complete the Work in excess of the remaining Contract Price. The Company shall not be liable for any loss or damage (including, but not limited to, special, indirect, incidental, or consequential damages or anticipated profits) incurred by reason of termination for cause of the Agreement.
- 18.1.8 No amount shall be paid or payable by the Company for the Contractor's termination costs including, but not limited to, demobilization costs, costs associated with the transfer or termination of personnel, or loss of anticipated profit.
- 18.1.9 All warranties and guarantees, including without limitation those set forth in Section 8.0, shall survive termination of the Agreement to the extent that they relate to Work which has not been rejected or terminated, and any other provisions of the Agreement which survive the date of termination shall continue to be binding upon the Contractor.

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18.1.10 In the event that a termination by the Company of all or part of the Agreement for cause, under Section 18.1 is determined to have been made without cause, such termination shall thereafter be treated as termination for convenience under Section 18.2.

18.2 Termination for Convenience.

18.2.1 Notwithstanding any other provision of the Agreement, the Company may, at its sole discretion, at any time, for any reason, by notice to the Contractor, terminate the Agreement in whole or in part without cause, and such termination shall not constitute a breach of contract. Such termination shall be effective upon the date set forth in the written notice and the Contractor, unless otherwise directed by the Company, shall immediately:

- (a) Stop the Work hereunder on the date and to the extent specified in such notice;
- (b) Place no further orders or subcontracts for any part of the Project other than for Work which has not been terminated;
- (c) Terminate, as directed by the Company, all orders and subcontracts to the extent that they relate to Work which has been terminated;
- (d) Settle, with the approval or ratification of the Company, to the extent the Company may require, all outstanding liabilities and claims arising out of the Contractor's termination of orders and subcontracts pursuant to Section 18.2;
- (e) Assign to the Company, as required by the Company, any and all of the Contractor's rights with respect to orders or subcontracts which relate to terminated Work;
- (f) Deliver to the Company, as required by the Company, any or all Work or documents, technical data or other information and materials regardless of their stage of completion, which are in the Contractor's possession or control;
- (g) Use its best efforts to sell, transfer or otherwise dispose, for the Company's credit, in the manner, at the times, to the extent and at the prices directed or authorized by the Company, any or all of the Work, provided that the Contractor (a) shall not be required to extend credit to any buyer, and (b) may acquire any such Work upon the same terms as it would be entitled to sell or transfer such Work to a third party;
- (h) Work with a new contractor for the period of time necessary to familiarize the new contractor with the Project;
- (i) Complete any Work which has not been terminated pursuant to such notice; and
- (j) Take whatever action may be necessary to preserve and protect the Work and to mitigate the Contractor's damages in connection with the partial or complete termination of the Agreement.

18.2.2 In no event shall the total of the Partial Performance Payment and/or termination costs (as provided in Section 18.2.6) exceed the price as determined under the Agreement.

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- 18.2.3 The Contractor's claim for Partial Performance Payment and/or termination costs shall be contingent upon the Contractor's good faith diligent compliance with the provisions of Section 18.2, to the Company's satisfaction which will not be unreasonably withheld, and shall be submitted to the Company within three months of the effective date of termination for convenience. If such claim is not submitted within three months, the Contractor waives any right to the claim for Partial Performance Payment and/or termination costs.
- 18.2.4 All warranties and guarantees set forth in Section 8.0 shall survive termination of the Agreement to the extent that they relate to Work which has not been rejected or terminated, and any other provisions of the Agreement which survive the date of termination shall continue to be binding upon the Contractor.
- 18.2.5 A termination for convenience shall not entitle the Contractor to damage remedies that would normally arise as a result of breach of contract, whether such damage remedies are categorized as direct, special, indirect, incidental or consequential damages. Rather, the Contractor's rights are exclusively limited to Partial Performance Payment and/or termination costs.
- 18.2.6 In the case of termination for convenience of the Agreement, the Contractor's termination costs shall be limited to: (1) reasonable documented direct costs that are directly associated with termination responsibilities identified in Section 18.2; and (2) reasonable demobilization costs incurred within thirty days of the date of termination. In no case shall the Contractor be entitled to recover lost profits, nor to recover any costs and expenses associated with the inability of the Contractor to find work for idle employees and equipment that have been rendered idle as a result of termination of the Agreement.
- 18.3 In the case of termination of the Agreement, the Contractor, if notified to do so by the Company, shall promptly, but in any event no more than seven Days from the Company's request, remove any part or all of its equipment, material, and supplies, if any, from the Site, failing which the Company shall have the right to remove such equipment and supplies at the expense of the Contractor.
- 18.4 The Agreement shall become effective when executed by both parties and shall continue in full force and effect until the expiration of all guarantees, warranties and indemnities provided for therein, unless earlier terminated in accordance with Section 18.1 or 18.2.

## **19.0 COMPANY'S RIGHT TO SUSPEND THE AGREEMENT**

- 19.1 The Company may at its sole discretion interrupt, suspend or delay execution of all or any part of the Project for any reason whatsoever upon written notice to the Contractor specifying the nature and expected duration of the interruption, suspension or delay. The Company's notice of suspension shall designate the amount and type of labor and equipment to be committed to the Work, if any, during the period of suspension. The Contractor shall utilize its labor, equipment and any other resources so that costs are minimized during the suspension. Except as provided in Section 34.6, if, in the Contractor's opinion, such interruption would result in substantially increased cost, the Contractor shall promptly notify the Company in writing in accordance with Section 14.0.
- 19.2 Contractor shall immediately resume any of the Work so interrupted, suspended or delayed when directed to do so by the Company. Except as provided in Section 18.1.8, the schedule and price as determined under the Agreement shall be revised to compensate for the interruption, suspension or delay. Adjustments to the price shall be adequate to compensate the Contractor for any verifiable reasonable costs or expenses the Contractor actually incurs as a direct result of the interruption, suspension or delay despite reasonable efforts to mitigate such costs and expenses. Such adjustment to the price and schedule shall constitute full settlement to the Contractor for the suspension. In no event shall the total paid to the Contractor exceed the Contract Price as



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set forth in the Agreement. In no event shall the Contractor be entitled to any damages, including loss of anticipated profits.

- 19.3 In its notice of suspension, the Company will designate what Work, if any, is to be continued. Upon receipt of such notice, the Contractor shall, unless otherwise directed by the Company:
- 19.3.1 Immediately discontinue the Work on the date and to the extent specified in the notice;
  - 19.3.2 Place no further orders or subcontracts for or in connection with the Project other than to the extent required in the notice of suspension;
  - 19.3.3 Promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Company of all orders and subcontracts to the extent required by the suspension; and
  - 19.3.4 Continue to protect and preserve the Project.
- 19.4 Notwithstanding any other provision of the Agreement, no compensation or extension of time will be granted to the Contractor for any suspension to the extent that the suspension is caused directly or indirectly by the Contractor's acts or failure to act, including, but not limited to, the Contractor's failure to comply with the safety and environmental protection provisions of the Agreement or to the extent that an equitable adjustment is provided for or excluded under any other provision of the Agreement.
- 19.5 Notwithstanding the foregoing, if the Work may directly affect the continuity of electrical or gas service, the Company, at its option, may from time to time immediately suspend the Contractor's Work without prior written notice in order to avoid problems such as safety hazards or interruption of service.

## **20.0 EMERGENCY ASSISTANCE**

- 20.1 If the Contractor is notified and requested to provide emergency assistance, by an entity other than the Company, the Contractor shall request a temporary release from the Agreement. It will be in the Company's discretion as to whether this request will be granted. If the Company agrees to temporarily authorize the release of the Contractor from its current obligations, both parties shall sign a temporary release document, indicating for whom the Contractor will be working and the anticipated release period. The temporary release document will include the Contractor warranties that the Company will not incur any costs or liabilities due to the Contractor's release and that the release will cause no significant delay in the completion of the Company's Project.

## **21.0 FORCE MAJEURE**

- 21.1 Any delay of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by unprecedented weather conditions, fire, explosion, riot, war, strike by the Company's or its Affiliates' employees, court injunction or order, federal and/or state law or regulation, or order by any federal or state regulatory agency, but only to the extent that: 1) such events are beyond the reasonable control of the party affected, 2) such events were unforeseeable by the affected party and the effects were beyond its reasonable efforts to prevent, avoid or mitigate, 3) the affected party uses every reasonable effort to prevent, avoid or mitigate the effects, 4) prompt written notice of such delay be given by such affected party to the other; and 5) the party affected uses its best efforts to remedy the resulting effects in the shortest practicable time. Upon receipt of such notice, if necessary, the time for performing the affected activities shall be extended for a period of time reasonably necessary to overcome the effect of such delays. Such extension shall be the sole remedy and compensation for each *force majeure* event. Notwithstanding the foregoing, the Company shall have the right to terminate the Agreement under Section 18.2.
- 21.2 The written notice required under Section 21.1 shall be sent by the affected party within five Days of the commencement of any such delay and shall specify the nature, cause, date of commencement and anticipated extent of such delay or nonperformance and whether it anticipates that any delays in scheduled delivery or

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performance will result. Such notice shall be submitted in ample time to permit full investigation and evaluation of any claimed delay or nonperformance. Failure to provide such notice shall constitute a waiver of any claim.

- 21.3 Within 30 Days after the termination of any delay occasioned by an event of *force majeure*, the affected party shall give written notice to the other party specifying the actual duration and impact of the delay.
- 21.4 Notwithstanding the foregoing, neither the Contractor's inability to obtain required permits on schedule, nor strikes and/or labor disputes involving the Contractor's and its Subcontractors' employees shall be considered a *force majeure* event.
- 21.5 The Company shall extend the schedule for changes in the Project, as provided in Section 14.0, for *force majeure* events, as provided in Section 21.0, or for suspension of Work, as provided in Section 19.0. Unless pursuant to Sections 14.0 or 19.0, extensions of time shall not be a basis for any increased payment under the Agreement.
- 21.6 Contractor shall give the Company prompt written notice of any occurrence or conditions which in the Contractor's opinion entitle it to an extension of time. Such notice shall be submitted in ample time to permit full investigation and evaluation of the Contractor's claim. Failure to provide such notice shall constitute a waiver by the Contractor of any claim.

## 22.0 LIABILITY AND INDEMNIFICATION

- 22.1 To the fullest extent allowed by law, the Contractor shall indemnify, defend, and save harmless the Indemnified Parties from any loss, damage, liability, cost, third party suit, charge, expense, or third party cause of action, including the Indemnified Parties' legal expenses, whether unconditionally certain or otherwise, as they exist on the effective date of the Agreement or arise at any time thereafter, (including but not limited to reasonable fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between an Indemnified Party and any third party arising out of any damage or injury to property of an Indemnified Party, the Contractor and/or third parties (including real property, personal property and environmental damages), persons (including injuries resulting in death), or economic damages, directly or indirectly caused by or arising out of or in any way connected with (i) any act or omission of the Contractor in breach of the Agreement, (ii) any negligence, willful misconduct, or breach of law of the Contractor, its agents, employees, Subcontractors, and suppliers, (iii) any third-party claim under U.S. law pertaining to copyright infringement, trademark infringement, libel, slander, defamation, invasion of privacy, piracy, or plagiarism arising from the Company's use, consistent with the terms of the Agreement, of the final deliverables (except to the extent that such third-party claim arises from materials supplied by the Company, or any unauthorized modifications to the deliverables by the Company), (iv) any equipment, property or facilities used by the Contractor, its agents, employees, Subcontractors, and suppliers, or (v) failure of the Contractor or its Subcontractors to comply with Laws and Standards. The Indemnified Parties shall not be indemnified or held harmless against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Indemnified Parties.
- 22.2 Contractor shall take prompt action to defend and indemnify the Indemnified Parties against claims, actual or threatened, but in no event later than notice by the Company to the Contractor of the service of a summons, complaint, petition or other service of process against the Company alleging damage, injury, liability, or expenses subject to the indemnification obligations set forth in Section 22.1. If such claim is subject to the foregoing indemnity obligation, the Contractor shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. The Contractor shall not settle any claim, action, suit or proceeding for which it is indemnifying the Company in a manner that would impose any legal liability or financial obligation on the Company without first obtaining the Company's written consent.

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- 22.3 Furthermore, the Contractor understands that, in the event that it has breached its obligations under this Section 22.0, it is responsible for any and all reasonable costs and expenses incurred by the Company to enforce this indemnification provision.
- 22.4 If the Work, any intellectual property utilized by the Contractor in providing the Work, or the Company's use of the Work (each an "Infringing Element") becomes the subject of any claim, suit, or proceeding for infringement or other intellectual property right violation, the Contractor shall, at its sole expense and at the Company's option: 1) secure for the Company the right to its continued use, 2) replace the Infringing Element with a substantially equivalent, non-infringing item, or 3) modify the Infringing Element so that it is non-infringing.
- 22.5 The Company may participate in the defense and retain its own counsel in connection with any claim. If the Contractor fails to assume control of the defense of any claim, the Company may defend the claim at the Contractor's cost. The Company's defense of a claim does not relieve the Contractor from its obligations to indemnify.
- 22.6 The obligations under Section 22.0 shall not be limited in any way by any limitation on the Contractor's insurance or by a limitation on the amount or type of damages. In addition, the obligations under Section 22.0 shall not be limited in any way by any compensation or benefits payable by or for the Contractor or any Subcontractor under worker's compensation acts, disability benefit acts or other employee acts.
- 22.7 Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the Work shall be included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees.
- 22.8 Contractor shall obtain from its Subcontractors, for the Indemnified Parties' benefit, agreements substantially similar to those contained in this Section 22.0. Notwithstanding any other provision of the Agreement, this Section 22.0 shall survive the termination or expiration of the Agreement.

## 23.0 INSURANCE

- 23.1 Insurance Requirements. From the commencement of the provision of Services, through acceptance or longer where specified below, the Contractor shall provide and maintain at its own expense insurance policies issued by insurance companies with an AM Best rating of B+ or better which meet or exceed the requirements listed herein:
- 23.1.1 Workers' Compensation and Employers' Liability Insurance as required by the applicable law. Coverage shall include the U.S. Longshoremen's and Harbor Workers' Compensation Act and the Jones Act (if the provision of the Services requires it);
- 23.1.2 Commercial General Liability (CGL) Insurance, covering all operations to be performed under the Agreement, with minimum limits of:
- |  |                            |
|--|----------------------------|
| Combined Single Limit                      | \$1,000,000 per occurrence |
| General Aggregate and<br>Product Aggregate | \$2,000,000                |

This policy shall include Contractual Liability and Products-Completed Operations coverage. If the Products-Completed Operations coverage is written on a claims-made basis, coverage shall be maintained continuously for at least two (2) years after acceptance of work completed in accordance with the Company.

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- 23.1.3 Automobile Liability, covering all owned, non-owned and hired vehicles used in connection with the provisions of the Services with minimum limits of:
- |                       |                            |
|-----------------------|----------------------------|
| Combined Single Limit | \$1,000,000 per occurrence |
|-----------------------|----------------------------|
- 23.1.4 Watercraft Liability, if the provision of the Services requires the use of watercraft, with the same minimum limits of liability as outlined in Section 23.1.2.
- 23.1.5 Aircraft Liability, if the provision of the Services requires the use of aircraft, with a limit of liability of not less than \$10,000,000 combined single limit.
- 23.1.6 Professional Liability coverage, if professional services are required, with a limit of liability of the greater of \$1,000,000 or the value of the Purchase Order.
- 23.1.7 Other insurance as required and as mutually agreed upon by the Company and the Contractor.
- 23.1.8 Self-Insurance: Proof of qualification as a qualified self-insurer, if approved in advance in writing by the Company, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Section 23.0.
- 23.1.9 **National Grid USA its direct and indirect parents subsidiaries and affiliates shall be named as Additional Insured** on the Commercial General Liability and Automobile Liability policies. Contractor shall waive all rights of recovery against the Insured Parties for any loss or damage covered under those policies referenced in this Section 23.1 or for any required coverage that may be self-insured by the Contractor.
- 23.2 Subcontractors. In the event that the Contractor uses subcontractors in connection with the provision of the Services, the Contractor shall require all such subcontractors provide the same insurance coverages as shown in Sections 23.1.1, 23.1.2, and 23.1.3.
- 23.3 Certificate(s) of Insurance. Prior to providing the Services, Contractor shall promptly provide the Company with Certificate(s) of Insurance for all coverages required in the Agreement at the address National Grid USA, Attention Risk & Insurance Department, 300 Erie Blvd West, A-4, Syracuse, NY 13202. Policies shall provide that at least 30 days prior written notice shall be given to the Company in the event of any cancellation or diminution of coverage and certificates shall outline the amount of deductibles or self-insured retentions which shall be for the account of the Contractor. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to by the Company's Risk & Insurance Department.
- 23.4 Reservation of Rights. If any policy should be canceled before final payment by the Company to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Company reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under the Agreement or to invoice the Contractor.
- 23.5 Accident Reports. The Contractor shall furnish the Company's Risk & Insurance Department with copies of any accident report(s) sent to the Contractor's insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Services.
- 23.6 Full Policy Limits. The Contractor represents that it has full policy limits available and shall notify the Company's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or both.

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- 23.7 Indemnification Coordination. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its work under the Agreement, or limiting, diminishing, or waiving the Contractor's obligation to indemnify, defend and save harmless the Company and the Indemnified Parties in accordance with these Terms and Conditions.
- 23.8 Compliance. These requirements are in addition to any other insurance requirements which may be required elsewhere in the Agreement. The Contractor shall comply with any governmental and/or site specific insurance requirements even if not stated herein.

## **24.0 RIGHTS, CLAIMS AND DISPUTES**

- 24.1 Any claim which the Contractor may have against the Company arising out of the Work shall be presented in writing to the Company no later than 30 days after the first occurrence of the circumstance which gave rise to the claim. The claim shall contain a concise statement of the question or dispute and the relevant facts and data (including the applicable Agreement provision) which support the claim. The Contractor shall furnish any additional information which the Company may require to enable it to evaluate and decide the claim.
- 24.2 Failure to submit any claim in such 30-day period shall constitute a waiver on the Contractor's part for entitlement to either additional reimbursement or additional time for performance under the Agreement.
- 24.3 Any dispute between the Company and the Contractor with respect to the Agreement that cannot be resolved in the normal course by the respective representatives of the Parties, shall be referred to the responsible officers of the Company and the Contractor for resolution. Notwithstanding the existence of a dispute, the Company shall be obligated to maintain payments not in dispute to the Contractor and the Contractor shall be obligated to proceed (or to continue) with the provision of Services unless otherwise directed by the Company.

## **25.0 RIGHTS AND REMEDIES; COMPANY LIABILITY**

- 25.1 The rights and remedies of the Company herein shall not be exclusive and are in addition to any other rights or remedies provided by law or equity.
- 25.2 The Company shall in no event be liable to the Contractor for any incidental, consequential, special, contingent, multiple, or punitive damages in connection with the Agreement, including, without limitation, loss of profits, attorney's fees, or litigation costs for any actions undertaken in connection with or related to the Agreement, including without limitation damage claims based on causes of action for breach of contract, tort (including negligence), Massachusetts Chapter 93A (Regulation of Business Practices for Consumers Protection), or any other theory of recovery.
- 25.3 In no case shall the Company's liability to the Contractor exceed the price for Work as determined under the Agreement.

## **26.0 DISCREPANCIES AND CLAIMS**

- 26.1 If the Contractor, in the course of the Work, finds any discrepancy between the Agreement, or what could have been reasonably inferred or interpreted therefrom, or any errors or omissions in the Agreement, or if the Contractor believes, determines or observes that performance of any part of the Project as required by the Agreement would or might result in the Project being deficient or unsafe or failing to comply with standard practice, law or regulation, the Contractor shall immediately notify the Contract Administrator in writing and shall suspend that part of the Work until otherwise directed by the Company. Any Work done after such

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discovery or after the Contractor should have been reasonably expected to make such discovery, until authorized by the Company, shall be done at the Contractor's risk, and the Contractor shall be liable for all costs arising therefrom, unless otherwise authorized in writing by the Company.

- 26.2 Except in an emergency endangering life or property, if the Contractor claims that any instructions, written or oral, or other media issued after the date of the Agreement involve extra cost and/or an extension of time, it shall give the Company written notice thereof as set forth in Section 14.3. No such claim shall be valid unless so made.

## **27.0 DOCUMENTS/INTELLECTUAL PROPERTY**

- 27.1 Contractor shall supply all documents in quantities and types, at times, according to instructions, and in the manner set forth in the Agreement. Upon the Company's request, any other documents prepared by the Contractor in connection with the Project shall be delivered to the Company upon completion, cancellation or termination of the Agreement. Any document, which is prepared by the Contractor in connection with the Agreement, shall be submitted in accordance with the Agreement, with sufficient time for the Company to review and comment.
- 27.2 The Company's review of or comments on any document shall not relieve the Contractor of its sole responsibility for the correctness and adequacy of the Contractor's Work, including but not limited to the correctness of design, detail, dimensions, or performance of any other obligation of the Contractor hereunder.
- 27.3 All documents furnished by the Company, including but not limited to the Specification, if any, and copies thereof and documents produced by the Contractor for the Company shall be the property of the Company, shall be used by the Contractor only for performance of the Project, shall not be used on any other jobs, shall not be delivered to any third parties except as is necessary for performance of the Project hereunder, and shall be returned to the Company upon completion, cancellation or termination of the Agreement.
- 27.4 The contract documents including, but not limited to, the Specification, if any, may not be complete in every detail. The Contractor shall comply with their manifest intent and general purpose, taken as a whole, and shall not ignore or misuse any errors or omissions therein to the detriment of the Project. Should any error, omission, conflict or discrepancy appear in the contract documents, referenced documents, or codes, standards or instructions, the Contractor shall immediately notify the Company in writing and the Company shall issue written instructions; however, unless otherwise instructed, the more stringent requirement shall apply. If the Contractor proceeds with any of the Work in question prior to receiving such instructions, then required corrections shall be at the Contractor's expense.
- 27.5 If the Contractor observes that any requirement specified in the Agreement is at variance with any governing laws, ordinances, rules, regulations, permits or licenses, it shall promptly notify the Company in writing before incurring any further liability, expense or obligation for the Contractor or the Company.
- 27.6 All documents prepared, procured, or developed by the Contractor and furnished to the Company in connection with the Project shall be the property of the Company and may be used by the Company without restriction, whether during the term of the Agreement or thereafter.
- 27.7 Any and all works, expressions, inventions, ideas, discoveries, improvements or developments (whether or not patentable), as well as all copyrights, patents, or trademarks thereof, that may be conceived or made by the Contractor or Contractor's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s) or any other party employed by Contractor, or subcontractor to Contractor of any tier, to satisfy its obligation under the Agreement shall be work made for hire and shall be deemed the property of Company. All such works, expressions, inventions, ideas, discoveries, improvements or developments, as well as all copyrightable expressions thereof, shall be deemed to fit into one or more of the specifically enumerated categories of

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works contained in 17 U.S.C. § 101 *et sea*, and any subsequent revisions thereof. The Contractor and/or Contractor's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s), or any other party employed by Contractor, or subcontractor to Contractor of any tier, to satisfy its obligation under the Agreement shall promptly furnish Company with complete information, including, without limitation, a written description thereof giving the date of the work, invention or expression and naming the inventors or authors and others involved in the development or writing of the work, invention or expression. Company shall have the sole power to determine whether or not and in which countries and jurisdictions patent application shall be filed or copyrights registered and to determine the disposition of title to and rights in any works, expressions, inventions, ideas, discoveries, improvements or developments and in any United States and foreign patent applications, patents or copyrights that may result. Memoranda, notes and experimental works, descriptions, diagrams and other data generated in performance of the Work pertaining to any and all works, expressions, inventions, ideas, discoveries, improvements and developments covered by the Agreement shall be available at reasonable times to Company. The Contractor shall assist Company in the implementation of this section by obtaining and providing detailed written descriptions of each invention, idea, discovery or expression sufficient for filing patent or copyright applications, by providing an evaluation of the patentability or copyrightability of each disclosure, by assisting Company in the prosecution of patent and copyright applications, and by executing or having executed by appropriate persons any and all documents which may be necessary or desirable to cause title in such inventions, ideas, discoveries, or expressions to vest with Company. The cost of such assistance shall be considered separate and distinct and shall be mutually agreed upon between the Company and Contractor.

## **28.0 CONFIDENTIALITY/PROPRIETARY INFORMATION**

- 28.1 The Contractor hereby acknowledges that during the course of the Contractor's participation in a bid and/or selection process and in the performance of the requirements of the Agreement, the Contractor may be furnished with or exposed to information that is proprietary and confidential to the Company and/or its Affiliates ("Confidential Information"). The Party disclosing such Confidential Information is referred to herein as the "Disclosing Party" and the Party receiving such Confidential Information is referred to herein as the "Receiving Party." Confidential Information shall include but shall not be limited to information concerning pricing, terms and conditions, customers, employees, facility locations, techniques, methods, computer programs, software, drawings, maps, plans, and data relating to the Company and/or its Affiliates.
- 28.2 The Contractor agrees that (a) the Contractor shall use such Confidential Information only in connection with its participation in a bid and/or selection process or the requirements performed under the Agreement, and (b) shall not disclose such Confidential Information to third parties or use such Confidential Information for any other purpose without the prior written consent of an authorized representative of the Company.
- 28.3 The Contractor may disclose Confidential Information to its partner(s), employee(s), agent(s), vendor(s), contractor(s), Subcontractor(s), or any other party employed by the Contractor if and only if 1) such disclosure is necessary in order to perform the Work and/or Service under the Agreement; and 2) the party to whom the Confidential Information will be disclosed has executed and delivered to the Company a Non-Disclosure Agreement. If the Contractor has any question about whether information is Confidential Information, it shall contact the Company prior to disclosing such information for a determination as to its proprietary status.
- 28.4 Upon termination of the Agreement, the Contractor shall immediately return such Confidential Information, including without limitation any drawings, maps, or electronic data or copies thereof, to the Company.
- 28.5 Both Parties acknowledge that the breach of the Contractor's obligations under this provision will result in irreparable harm to the Company and/or its Affiliates. Any breach of these provisions by the Contractor shall entitle the Company and/or its Affiliates to make use of any and all available remedies, at law and in equity, including, but not limited to, injunctive relief.

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- 28.6 If either Party is required by law to disclose Confidential Information of the other Party (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demands, regulation, statute or otherwise), the Party required to make such disclosure will, when permitted by law, (i) notify the other Party and provide the other Party the opportunity to review the Confidential Information, and (ii) provide the other Party the opportunity to seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained or is not pursued within a reasonable period of time, the Party required to make disclosure or such Party's representatives will furnish only that portion of the Confidential Information that it is legally required to disclose and the Party required to make disclosure will request that confidential treatment be accorded to the Confidential Information by relevant third parties.
- 28.7 Notwithstanding anything to the contrary in this Section 28.0, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through disclosure by the Receiving Party; (ii) is independently developed by the Receiving Party; or (iii) becomes available to the Receiving Party without restriction from a third party, provided that such third party is not bound by a confidentiality agreement with the Disclosing Party or its representatives.
- 28.8 In no event shall data or information provided by the Contractor under the Agreement or generated as a result of performance of the Work thereunder be deemed as proprietary to the Contractor. Likewise, reports generated as a result of performance of the Work thereunder shall not be proprietary to the Contractor.
- 28.9 The obligations set forth in this Section 28.0 shall survive expiration or termination of this Agreement for a period of five (5) years.

## **29.0 PUBLICITY**

- 29.1 Notwithstanding any other provision of the Agreement, the Contractor shall not, without the Company's prior written consent, publish any information pertaining to the Agreement, whether during the term of the Agreement or thereafter.
- 29.2 Contractor shall not display any sign, posters or other advertising matter in or around the Site without prior written approval of the Company.

## **30.0 COMMUNICATIONS WITH REGULATORS, MEDIA, OR PUBLIC**

- 30.1 The Contractor shall immediately notify the Company of all communications from regulatory agencies including, but not limited to, notices, postings, letters, telephone calls or visits. If a Notice of Noncompliance or any other official correspondence is received by the Contractor from a regulatory agency, a copy of the notice or correspondence shall be provided to the Company within 24 hours of its receipt.
- 30.2 The Contractor shall immediately notify the Company of any inquiries from the media. Requests for information from the media shall be reviewed and approved by the Company prior to response by the Contractor.
- 30.3 The Contractor shall immediately notify the Company of any calls or other communications from the public. Requests for information from the public shall be reviewed and approved by the Company prior to response by the Contractor.



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### **31.0 MEETINGS AND REPORTS**

- 31.1 The Contractor shall attend Project meetings, if any, as often as deemed necessary by the Company during the term of the Agreement.
- 31.2 The Contractor shall submit to the Company specific reports as may be required elsewhere in the Agreement.

### **32.0 NERC CIP**

- 32.1 For any Work that requires access to the Physical Security Perimeter at a current control house as identified by the Company, or is in the process of constructing a new control house environment, the Contractor shall, and shall require its Subcontractors to (1) complete the contract document containing "National Grid Contractor Requirements for Compliance with NERC Cyber Security Standards," attached to this Agreement, and (2) comply with the terms and conditions and obligations of the Contractor with respect to NERC CIP. The Contractor shall be responsible hereunder for any breach of such terms and conditions and obligations of the Contractor with respect to NERC CIP under this Agreement to the extent caused by its Subcontractors.
- 32.2 In the event of non-compliance or breach on the part of Contractor, its employees, agents or subcontractors with or of any or all of the NERC Cyber Security Standards, the Contractor shall be solely liable for any and all resulting costs, losses, penalties, damages and liabilities, including any costs, losses, penalties, damages or liabilities incurred by the Company, and the Company may terminate this Agreement for cause, pursuant to the termination provisions contained herein.

### **33.0 CLEANING UP**

- 33.1 The Contractor shall at all times keep its work areas on Company Sites in a neat, clean, and safe condition in accordance with the Agreement.
- 33.2 Upon completion of the Work, the Contractor shall remove all excess material, equipment, temporary facilities and rubbish from Company Sites; shall repair or replace, in an acceptable manner, all property which may have been damaged or destroyed at a Company Site; and shall leave Company Sites in a neat and presentable condition and return disrupted or damaged areas to the condition existing before the start of the Work. Approval of clean-up of any Company Sites is required from the Company prior to Final Acceptance.
- 33.3 In the event of the Contractor's failure to comply with this Section 33.0, the Company shall be entitled to withhold from the Contractor, or obtain reimbursement from the Contractor for, any costs incurred in accomplishing the same.

### **34.0 LABOR RELATIONS**

- 34.1 The Contractor shall give the Company prompt written notice of any labor dispute or anticipated labor dispute which may reasonably be expected to affect: (1) the cost, schedule or performance of the Project; (2) other activities at the Site; or (3) the Company's ongoing operations.
- 34.2 The Contractor shall conduct its labor relations in accordance with its established labor agreements. The Contractor agrees to advise the Company, prior to making any new commitments, whether the negotiation of new agreements or understandings with local or national labor organizations affect the Work to be performed under the Agreement.

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- 34.3 In addition to the Contractor's legal obligations under the Labor Management Relations Act, in the event the Contractor is a subscriber to a multi-employer bargaining association or group, the Contractor shall, if the Company so directs, participate to the fullest extent in the collective bargaining of that group with any of those labor organizations claiming jurisdiction over any portion of the Project under the Agreement or any subcontract.
- 34.4 To the extent applicable to Work being performed under the Agreement, the Contractor shall supply the Company with copies of all national agreements to which it is a party. No later than 30 Days before the expiration of any labor agreement which may affect the Project, the Contractor shall meet with the Company to discuss the appropriate course of action.
- 34.5 The Contractor shall take any and all steps that may be available in connection with the resolution of violations of collective bargaining agreements and jurisdictional disputes, including, without limitation, the filing of appropriate process with any court or administrative agency having jurisdiction to settle, enjoin or to award damages resulting from violations of collective bargaining agreements or jurisdictional disputes.
- 34.6 In the event of a labor dispute which threatens to adversely affect the progress or cost of the Project, the Company reserves the right to restrict additional hiring of employees by the Contractor or any Subcontractors, or to suspend or delay the Project, or in the Company's sole discretion to terminate the Agreement for cause under Section 18.1, without incurring contractual liability to the Contractor or its Subcontractors or suppliers. This section shall be applicable whether or not the Contractor or any Subcontractor is directly involved in such labor dispute and whether or not the dispute involves or affects employees or disputing parties standing in the proximate relation of employer and employee with the Contractor or Subcontractor.

## **35.0 ADDITIONAL CONTRACTS AND INTERESTS**

- 35.1 Whenever work being done by the Company's or by other contractors' forces is contiguous to Work covered by the Agreement, the respective rights of the various interests involved shall be established by the Company to secure the completion of the various portions of the Project in an orderly and timely manner. At no time shall the Contractor restrict the movement of other personnel and/or equipment in the performance of their work.
- 35.2 The Contractor shall be responsible for promptly notifying the Company in the event that it shall be necessary to coordinate work between the Contractor and others.
- 35.3 The Company reserves the right to enter into other contracts related to the Agreement or the Project and may require any other contractor, including the Company or its Affiliates, to provide labor or materials to the Project, and such other contracts shall not be cause for the Contractor to claim a change in the Project under Section 14.0. The Contractor shall afford other contractors, the Company or its Affiliates reasonable opportunity for the introduction and storage of their materials and the execution of their work, and the Contractor shall cooperate with the Company, its Affiliates and any other contractors in coordinating their activities.
- 35.4 The Contractor acknowledges that coordination with other contractors, the Company or its Affiliates and occasional rescheduling of the Work or Project may be required and that minor delays in performance of the Work may result. Any difference or conflict which may arise between the Contractor and other contractors, or between the Contractor and workmen of the Company or its Affiliates, in regard to their work, shall be resolved as determined by the Company. Notwithstanding any other provision of the Agreement, the Contractor acknowledges that such coordination, occasional rescheduling and minor delays shall not justify an increase in the price as determined under the Agreement or an extension of time for delivery or performance.

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- 35.5 The Contractor shall promptly remedy, at its sole expense, any injury or damage that may be sustained by other contractors or the Company and its Affiliates as a result of the Contractor's activities under the Agreement.
- 35.6 If the Contractor's Work depends upon the work of others, the Contractor shall inspect and give the Company prompt written notice of any defects in the work that renders it unsuitable for the Contractor to perform the Work.

### **36.0 LIENS/BONDS**

- 36.1 The Contractor, for itself, its Subcontractors and all other persons performing under the Agreement hereby waives, to the full extent permitted by law, all right to have filed or maintained any mechanics' or other liens or claims for or on account of the services, labor or materials to be furnished under the Agreement. The Contractor shall pay punctually for all labor, equipment and materials and all liabilities incurred by it in performance of the Agreement, and when requested shall furnish the Company with satisfactory evidence of such payment.
- 36.2 The Contractor shall (1) indemnify and save harmless the Company and its Affiliates and their officers, directors, employees, agents, servants, and assigns from all laborers', materialmen's, and mechanics' liens upon the real property upon which the Project is located arising out of the Services, equipment and materials furnished by the Contractor and its Subcontractors in connection with the Project, and (2) to the full extent permitted by law, keep such property free and clear of all liens, claims, and encumbrances arising from the performance of the Agreement by the Contractor and Subcontractors.
- 36.3 The Contractor shall not cause or permit any lien or security interest to attach to any real or personal property of Company.
- 36.4 Within 15 Days of signing the Agreement, the Contractor shall, at the Company's option, provide the Company with an executed copy of each a Payment Bond, a Performance Bond and a Lien Bond for the Work in the amount of the Contract Price covering the payment of, and performance of all obligations arising under the Agreement and to keep the Company's property clear of any encumbrances relating to the Agreement. The Company may require additional bonds if the value of the Agreement, in the Company's opinion, is appreciably increased.
- 36.5 The Payment Bond and the Performance Bond form shall be AIA Document A312, as published most recently published by the American Institute of Architects, except that the definition of claimant found in the Payment Bond, shall be modified to include all persons or entities, of any tier, having a direct contract with the Contractor or with a Subcontractor (including suppliers), of any tier, to furnish labor, materials or equipment for use in the performance of the Agreement. All other parts of the definition of claimant shall remain unmodified. The Lien Bond shall be on the form as set forth in the Agreement.
- 36.6 The Contractor shall furnish a copy of the Payment Bond to all Subcontractors (including suppliers) with whom it has a contract to furnish labor, equipment or materials for use in the performance of the Agreement, and shall require that all Subcontractors, of any tier, supply copies of the Payment Bond to their Subcontractors (including suppliers).
- 36.7 The cost for the Payment Bond, Performance Bond, and Lien Bonds are included in the prices referenced in the Agreement or Purchase Order.

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### **37.0 ASSIGNMENT/SUBCONTRACTING**

- 37.1 The Agreement is binding upon the Parties and their heirs, executors, administrators, successors, and assigns. The Contractor shall not assign the Agreement, or any of the moneys to become due and payable under the Agreement, or subcontract the whole or any part of the Work, without first having obtained the Company's written consent to such assignment or subcontract. Any such assignment or subcontract for which the Company's written consent is not obtained will be null and void. If the Contractor proposes to subcontract any of the Work, it shall give written notice thereof to the Company specifying the name, address, qualifications, and experience of the Subcontractor, and the specific Work which the Subcontractor is to perform. If the Company consents in writing, the Contractor may subcontract the specific Work to the Subcontractor. All Work performed for the Contractor by a Subcontractor shall be pursuant to an agreement between the Contractor and Subcontractor which binds the Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the Company and its Affiliates.
- 37.2 The Company may assign the Agreement or any part thereof to any Affiliate.
- 37.3 If the Contractor terminates its existence as a corporate entity or if the Contractor is part of a merger, acquisition, sale, consolidation or take-over, or if all or substantially all of the Contractor's assets are transferred to another person, or business entity, the Company shall, in its sole discretion, have the right to terminate the Agreement as set forth in Section 18.1 or to require the Contractor's successor to carry out the duties and obligations of the Contractor under the Agreement.
- 37.4 If at any time during the performance of the Project, the Company determines that any Subcontractor is not performing in accordance with the Agreement, the Company may so notify the Contractor who shall take immediate steps to remedy the performance or to cancel the subcontract, whichever the Company so requests.
- 37.5 All Subcontractors shall be subject to the foregoing provisions, and nothing contained in the Agreement shall create any contractual relation between any Subcontractor and the Company or its Affiliates, nor relieve the Contractor of any obligation to perform the Work. No Subcontractor is intended to be or shall be deemed a third party beneficiary of the Agreement. As a condition of any subcontract, the Contractor shall require any Subcontractor to remove any claim it might have, in law or equity directly against the Company or its Affiliates. The Contractor shall be fully responsible to the Company for the acts and/or omissions of any Subcontractor and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor as if no Subcontractors were in place. Any obligation imposed by the Agreement upon the Contractor, where applicable, shall be equally binding upon and shall be construed as having application to any Subcontractor.
- 37.6 To the fullest extent permitted by law, the Contractor shall require Subcontractors to indemnify, defend at the Company's option, and hold the Indemnified Parties harmless from and against any and all claims, demands, actions, losses, damages and expenses, including attorney's fees and other expenses, resulting from or arising out of any of its Subcontractors' performance of Work or Services. The complete or partial failure of any insurance carrier to fully protect and indemnify the Indemnified Parties, or the inadequacy of the insurance, shall not in any way lessen or affect the obligation of the Contractor or its Subcontractors to indemnify the Indemnified Parties.
- 37.7 Notwithstanding any other provision of the Agreement, Section 37.6 shall survive the termination or expiration of the Agreement

### **38.0 ENTIRE AGREEMENT**

- 38.1 The Agreement constitutes the entire Agreement between the Company and the Contractor with respect to the Work specified, and all previous representations relative thereto, either written or oral are hereby annulled

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and superseded. No modification of any of the provisions of the Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

### **39.0 SEVERABILITY/MISCELLANEOUS**

- 39.1 If any section, phrase, provision or portion of the Agreement is, for any reason, held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such section, phrase, provision or portion so adjudged will be deemed separate, distinct and independent and the remainder of the terms of the Agreement will be and remain in full force and effect and will not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication. The parties shall negotiate in good faith an equitable adjustment in the affected provision of the Agreement; however, the validity and enforceability of the remaining parts thereof shall be otherwise fully enforceable. Paragraph headings are for the convenience of the Parties only and are not to be construed as part of the Agreement.

### **40.0 COMPLIANCE WITH LAWS AND STANDARDS**

- 40.1 The Contractor shall, in connection with any Work provided by the Contractor hereunder, comply with all applicable federal, state and local laws, ordinances, rules, regulations, codes, permits, licenses, authorizations, and orders of any governmental body, agency, authority, or court having jurisdiction over the Company or the supply of the Work ("Laws").
- 40.2 In connection with any Work provided by the Contractor hereunder, the Contractor shall, and shall provide that its Subcontractors, agents, and representatives shall, at all times: 1) strictly comply with the Company's safety and environmental standards, rules, regulations, directives, and procedures, including, without limitation, Company's "Contractor Safety Requirements" and "Contractor Environmental Requirements and with any and all applicable federal, state, municipal, and local laws, rules, regulations, codes, and ordinances related to employee and public health, safety, and/or the environment (as in force upon the date of the Agreement and as in the future passed, enacted, directed, or amended), collectively, ("Standards,"); and 2) conduct all operations in a manner to ensure the safety of all personnel, the general public, and the protection of the environment and so as to avoid the risk of injury, death, loss, theft, or damage by accident, vandalism, sabotage, or any other means. In cases where one or more conflicting Standards may be applicable, the Contractor shall comply with the most stringent applicable Standard.
- 40.3 The Contractor warrants that it has not offered or given and will not offer or give to the Company or its Affiliates, or any of its or their officers, directors, employees, agents, trustees, successors or assigns ("Purchasing Parties") any gratuity, or any kickback within the meaning of the Anti-Kickback Act of 1986 in order to secure any business from or influence the Purchasing Parties with respect to the terms, conditions or performance of any contract with or purchase from the Company or its Affiliates.
- 40.4 Contractor shall, in connection with anything provided by the Contractor hereunder, comply with Company's Diversity Program requirements. Such requirements include but are not limited to completion and return of the "The Contractor Diversity Bid Form," quarterly reporting on the Contractor's utilization of diversified sellers, and maintenance of certifications from accredited institutions on file, which files will be subject to Company audit.
- 40.5 Contractor shall comply with Company's disclosure reporting requirements as defined in Company's policies and procedures as set forth in this Agreement, and as such policies and procedures may be amended by Company and notified to Contractor from time to time.

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#### **41.0 ENVIRONMENTAL COMPLIANCE**

- 41.1 Without limiting the provisions of Section 40.0, the Contractor shall conduct all Work and Services in such a manner to minimize the impact upon the natural environment and shall comply fully with all applicable federal, state and local laws, ordinances, rules, regulations and permits for the protection and preservation of the environment, as may be amended from time to time, and all applicable environmental policies and practices prescribed by the Company, including without limitation, the Resource Conservation and Recovery Act, the Hazardous Materials and Transportation Act, the Occupational Safety and Health Act of 1970 ("OSHA"), the New York Environmental Conservation Law, regulations of the Environmental Protection Agency, the Department of Transportation and the New York Department of Environmental Conservation (when applicable for the jurisdiction) issued pursuant thereto, and the terms of Company's Special Conditions of Contract - Environmental, if incorporated in the Agreement by the Company. The Contractor shall impose the requirements of this Section 41.0 upon its Subcontractors and suppliers.
- 41.2 Contractor shall provide to Company and post in a conspicuous location at the work site, safety data sheets ("SDS") as required for products used in Contractor's performance under the Agreement. Contractor shall post, control and disseminate SDS in accordance with Company's Hazard Communication Program National Grid Safety Procedure F-610 and the applicable edition of OSHA Standard No. 1910.1200. Contractor shall provide periodic updates of the SDS documentation and copies thereof shall also be retained at the work site and shall be readily available to all Contractor's personnel engaged in manufacturing Goods or providing Services. The cited standard and policy are available through Company's Safety Department and are incorporated by reference in these Terms and Conditions.
- 41.3 The Contractor shall immediately notify the Company of any citations or notices incurred on the Project and forward copies thereof immediately upon receipt to the Company. If any violation of environmental permits, licenses, and other environmental regulations or statutes occurs, the Contractor shall take immediate action to mitigate any further violation. The Contractor shall immediately notify the Company of the violation and wait for further instructions from the Company. If the Company instructs the Contractor to remedy the violation, the Contractor shall contact the appropriate government agencies as required by law and report to the Company, in writing, what actions it has performed and intends to take to remedy the violation. The Contractor shall also report to the Company its intended procedures for preventing recurrence of such violations.
- 41.4 Contractor shall, at its expense, take all actions necessary to protect the Company, its Affiliates and all third parties, including without limitation employees and representatives of the Company, from any exposure to, or hazards of, hazardous and/or toxic wastes or substances. In the event of a release or discovery of hazardous waste, the Contractor shall respond in accordance with the Agreement.
- 41.5 If the Contractor fails to correct an environmental violation when directed by the Company to do so, the Company may direct a third party to do so at the Contractor's expense.
- 41.6 The Company will notify the Contractor of any observed non-compliance; however, failure of the Company to recognize or notify the Contractor of any non-compliance shall not relieve the Contractor of its contractual and legal responsibility for such non-compliance and to protect the environment.

#### **42.0 UTILIZATION OF SMALL BUSINESS CONCERNS**

- 42.1 It is the policy of the United States that Small Business Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns, HUBZone Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment

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of amounts due pursuant to the terms of their subcontracts with Small Business Concerns, Veteran-Owned Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns, HUBZone Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns.

- 42.2 The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.
- 42.3 The Contractors acting in good faith may rely on written representations by their Subcontractors regarding their status as a Small Business Concern, a veteran-owned Small Business Concern, a Service-Disabled Veterans-owned Small Business Concern, a HUBZone Small Business Concern, a Small Disadvantaged Business Concern, or a Women-Owned Small Business Concern.

### **43.0 EQUAL EMPLOYMENT OPPORTUNITY**

- 43.1 The Contractor shall comply with all applicable federal, state and local anti-discrimination laws, the standards and regulations issued thereunder and the amendments thereto, including Executive Order 11141 relating to age discrimination, Executive Order 11246 relating to equal employment opportunity, Executive Order 11625 relating to minority business enterprise, Executive Order 11701 relating to employment of veterans and Executive Order 11758 relating to handicapped employment. The aforementioned are incorporated herein as if set forth herein verbatim. The Contractor agrees to comply with the Human Rights Law of the State of New York (Section 15 of the Executive Law), if applicable.
- 43.2 Without limiting the foregoing, the Contractor agrees as follows:
- 43.2.1 Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 43.2.2 Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- 43.2.3 Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 43.2.4 Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 43.2.5 Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant

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thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 43.3 All subcontracts and agreements that the Contractor enters into to provide the Work under the terms of the Agreement shall obligate such Subcontractors to comply with the foregoing provisions.

#### **44.0 JURISDICTION AND GOVERNING LAWS**

- 44.1 Unless other governing laws and/or other jurisdictions are specifically established in the Agreement, the Agreement shall be deemed to be executed in the State of New York and shall be interpreted and enforced according to the Laws of the State of New York. It is the intention of the parties that, to the extent not prohibited by Article 35-E of the General Business Law of the State of New York, commonly known as the New York Prompt Payment Act ("New York Prompt Payment Act"), or otherwise expressly provided in this Agreement, the terms and conditions of this Agreement shall supersede the provisions of the New York Prompt Payment Act in their entirety and, accordingly, (i) the New York Prompt Payment Act shall not apply to this Agreement, and (ii) the absence of any provision in this Agreement covering any matter addressed in the New York Prompt Payment Act shall not be construed to mean that the parties have agreed that the applicable provision in the New York Prompt Payment Act shall govern with respect to that matter. Notwithstanding the foregoing, if the Agreement provides that the Agreement shall be subject to the Laws of the Commonwealth of Massachusetts, the applicable provisions of the Massachusetts Prompt Payment Act, M.G.L. c. 149, §29E ("Massachusetts Prompt Payment Act") shall supersede the terms and conditions of this Agreement to the extent such terms and conditions contradict the provisions of the Massachusetts Prompt Payment Act.
- 44.2 Unless otherwise specifically established in the Agreement, only the courts of New York shall have jurisdiction over the Agreement and any controversies arising out of the Agreement; any controversies arising out of the Agreement shall be submitted only to the courts of New York; the Contractor hereby submits to the courts of New York for the purposes of interpretation and enforcement of the Agreement.
- 44.3 Contractor hereby waives personal service by manual delivery and agrees that service of process on the Contractor in any action arising out of the Agreement may be made by registered or certified mail, return receipt requested, directed to the Contractor at its address set forth on the Agreement.

#### **45.0 WAIVER**

- 45.1 No delay or omission in the exercise of any right under the Agreement will impair any such right or will be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. If any of the provisions of the Agreement are breached and thereafter waived, such waiver will be limited to the particular breach so waived and will not be deemed to be a waiver of any other breach under the Agreement.

#### **46.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

- 46.1 Each and every provision of law and governmental regulation required by law to be inserted in the Agreement is deemed inserted and the Agreement will be read and enforced as though the same were so included in the Agreement. If through mistake or otherwise any such provision is not inserted or is not correctly inserted, then, upon the application of either party, the Agreement shall be deemed to be amended to make such insertion or correction.



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## **47.0 NOTICES**

- 47.1 All notices, demands, requests, and other communications required or desired to be given hereunder must be in writing and sent by United States registered mail, return receipt requested, or by nationally recognized overnight carrier, and addressed to the person or position identified on the Agreement, at its address set forth in the Agreement and in the case of a notice given to the Company with a copy to General Counsel, National Grid, 40 Sylvan Road, Waltham, Massachusetts 02451.

## **48.0 PREVENTION OF CORRUPTION, BRIBERY AND SLAVERY**

- 48.1 Contractor shall conduct itself in an ethical manner and provide services to the highest ethical standards. The Contractor shall not be a party to the following: bribery of any kind; collusion with other contractors; regulatory agencies or other third parties; provision of enticements to the Company's officers, directors, employees, agents, successors, assigns, and servants in any form including, but not limited to, gifts, gratuities or other benefits. Without limiting the foregoing, the Contractor represents and warrants to the Company that the Contractor, its Subcontractors, its and their Affiliates, employees, officers, agents and shareholders, have not committed and shall not commit any Prohibited Act.
- 48.2 If the Contractor, any Subcontractor, any of its or their Affiliates, employees, officers, agents or shareholders, commit any Prohibited Act, then the Company shall be entitled to act in accordance with Sections 48.3 to 48.7 (inclusive) below.
- 48.3 If a Prohibited Act is committed by the Contractor, any of its Affiliates, or any of its or their employees, officers, agents or shareholders not acting independently of the Contractor and its Affiliates, then the Company shall be entitled to terminate the Agreement for cause, under Section 18.1, by giving written notice to the Contractor, specifying the date on which the Agreement shall terminate.
- 48.4 If a Prohibited Act is committed by an employee or agent of the Contractor or of any of its Affiliates, acting independently of the Contractor and its Affiliates, then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section 18.1, and the Agreement will terminate 10 business days after the date of such notice, unless, within such 10 business day period, the Contractor terminates (or arranges for the termination of) such employee's employment or agent's engagement and (where applicable) ensures that the performance of such employee's or agent's obligations in relation to the Agreement are performed by another person.
- 48.5 If a Prohibited Act is committed by a Subcontractor or by an employee or agent of that Subcontractor not acting independently of that Subcontractor, then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section 18.1, and the Agreement will terminate ten business days after the date of such notice, unless, within such 10 business day period, the Contractor terminates the relevant subcontract and ensures that the performance of the Subcontractor's obligations in relation to the Agreement are performed by another person.
- 48.6 If the Prohibited Act is committed by an employee or agent of a Subcontractor acting independently of that Subcontractor, then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section 18.1, and the Agreement will terminate ten business days after the date of such notice, unless within such 10 business day period, the Subcontractor terminates the employee's employment or agent's engagement and ensures that the performance of that employee's or agent's obligations in relation to the Agreement are carried out by another person.
- 48.7 If the Prohibited Act is committed by any person not specified in Sections 48.2 to 48.6 (inclusive) above (or by any person specified in such conditions but acting in a capacity not specified in such conditions) then the Company may give written notice to the Contractor of termination of the Agreement for cause, under Section

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18.1, and the Agreement will terminate 10 business days after the date of such notice, unless, within such ten business day period, the Contractor (a) arranges for the termination of such person's employment or engagement, and the appointment of their employer or the person who engaged them (where not employed or engaged by the Contractor or any relevant Subcontractor) and (b) ensures that the performance of that person's obligations in relation to the Agreement are performed by another person.

48.8 The Company shall specify, in any notice of termination under this Section 48.0 the general nature of the relevant Prohibited Act and the identity of the party whom the Company believes has committed such Prohibited Act.

48.9 Without prejudice to the Company's other rights and remedies, the Contractor shall indemnify the Indemnified Parties in full and on demand against all losses, liabilities, costs, claims and expenses incurred directly or indirectly by the Company as a result of the performance of any Prohibited Act by the Contractor, any Subcontractor, any of its or their Affiliates, employees, officers, agents or shareholders, or any of the Contractor's personnel in connection with the Agreement, its subject matter or any agreements (including any sub-contracts of whatever tier) relating to the Agreement.

48.10 Without prejudice to the other provisions of this Section 48.0, the Contractor shall ensure that:

48.10.1 all Contractor personnel are fully aware of the Company's policies on anti-bribery, anti-corruption, and anti-slavery notified in writing to the Contractor from time to time by or on behalf of the Company and that all Subcontractors and agents (of whatever tier) are engaged upon terms which contain provisions in relation to prevention of bribery, corruption and slavery which are no less onerous than this Section 48.0; and

48.10.2 it has and shall maintain in place throughout the term of the Agreement, its own policies and procedures, (including adequate procedures under the Bribery Act 2010 and the Modern Slavery Act 2015), to ensure compliance with the Company's policies on anti-bribery, anti-corruption, and anti-slavery notified in writing to the Contractor from time to time by or on behalf of the Company, and will enforce them where appropriate.

48.11 The termination of the Agreement pursuant to this Section 48.0 shall entitle the Company and each of its Affiliates to terminate any other contracts between the Contractor and the Company, or the Contractor and such Affiliate (as appropriate) on written notice to the Contractor, under their respective termination-for-cause provisions.

48.12 Notwithstanding Sections 24.0 and 44.0, any dispute relating to the interpretation of this Section 48.0 or the amount or value of any gift, consideration or commission shall be determined by the Company, and the Company's decision shall be final and conclusive.

## 49.0 RECORDS

49.1 Contractor shall, and shall require Subcontractors, for the Company's benefit, at their own expense, to maintain a method of accounting in accordance with generally accepted accounting procedures and practices with respect to all matters pertinent to the Agreement. In so far as the Contractor's and Subcontractors' books, records, books of account, correspondence, contracts and subcontracts, and vouchers pertain to Work under the Agreement, or claims made by the Contractor for extension of time, costs, or expenses under any provisions of the Agreement, they shall be made available to the Company or its authorized representative for inspection and audit and shall be kept in a manner which (1) adequately permits evaluation and verification of any invoices, payments or claims based on the Contractor's or Subcontractors' actual costs incurred in the performance of the Project and (2) permits the Contractor to furnish the Company an accurate

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written allocation of the total amount paid for the Project and such further records as may be reasonably required by the Company.

- 49.2 Contractor shall maintain records during the term of the Agreement, including any records relating to the employment or hiring of minorities and/or females, until (i) three years after the expiration of the last expiring warranty, or (ii) the expiration of any period for which the Company or its Affiliates are required, by any regulatory agency, to have such records maintained, whichever is later. Additionally, records that relate to disputes, appeals, litigation, or the settlement of claims arising out of the performance of the Agreement shall be retained until such disputes, appeals, litigation, or claims have been finally settled. In lieu of retaining such records the Contractor may deliver such records to the Company at any time after the expiration of the last expiring warranty. The Contractor agrees to make such records available to the Company or its authorized representative at no cost to the Company or its authorized representative for inspection or audit at any time during such period.
- 49.3 The Company shall give the Contractor and Subcontractors reasonable notice of any intended inspection or audit of their records.
- 49.4 The Company and its authorized representative shall have access, during normal working hours, to all necessary the Contractor and Subcontractor facilities and shall be provided with an adequate and appropriate work space in order to conduct inspections and audits of such records.
- 49.5 Contractor shall require Subcontractors to comply with the provisions of this Section 49.0 for the benefit of the Company.
- 49.6 If the Company's inspection or audit identifies any inconsistencies, errors or costs not expended in accordance with the Agreement, the Contractor shall make appropriate adjustments as may be required, including refund to the Company.

## **50.0 REGULATORY FILINGS**

- 50.1 It is understood and agreed that the Agreement and Purchase Order may be required to be filed with a state regulatory agency having jurisdiction over the Company or one of its Affiliates prior acceptance in order for it to become fully effective and binding.
- 50.2 The Company shall promptly take all necessary steps to accomplish such filing, if deemed necessary, and, if so filed, the Agreement will be subject to and conditioned upon the agency's acceptance for filing within 90 days from the date of such filing. The Company agrees to notify the Contractor as soon as practicable of the receipt of agency's acceptance for filing.
- 50.3 If the agency's acceptance for filing is not received by the Company, the Agreement will be deemed null and void, and neither party will have any other or further liability to the other for anything arising out of or in connection with these Terms and Conditions, except as may otherwise be mutually agreed to by the parties.

## **51.0 E-COMMERCE/ISNETWORLD**

- 51.1 The Company reserves the right, but shall not be obligated, to (a) convert all terms that are the subject of this transaction to an 'e-commerce' format to enable the Company to conduct its management of and performance under this Agreement over the Internet, and (b) to use the services of a third party provider to furnish or create the required "e-commerce" solution for such Internet capability.

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- 51.2 If required by the Company, in accordance with Company's safety procedures and risk assessment for the Project, the Contractor shall participate, and shall require its Subcontractors to participate, in ISNetwork, at Contractor's cost.

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## Executive Summary

Exhibits A, B, & C below serve to define the current state of incentive rebate processing for the Mass Save programs and Rhode Island, which includes improvements identified over the past three years by EFI and the Program Administrators (PAs).

Included in these documents are:

- An improved process for customer, distributor, and Program Administrator communications intended to ensure Non-Compliant Applications and Denied submissions are corrected and/or communicated in a timely manner and to reduce the number of calls to EFI's Call Center, to the PA, or to the Regulatory Agencies in each state.
- A rebate processing workflow that ensures accurate customer verification and rebate eligibility.
- A defined scope of program management activity that includes excellent response to utility data requirements and inquiries.
- An incentive issuance and payment terms model that defines the timeliness of rebate payments to customers and ensures that EFI is paid promptly for rebates paid based on accurate and timely invoice data.
- Proposed updates to Tableau dashboards and reporting that ensure PAs have access to data for rebates in any status (approved, denied, non-compliant) and the ability to query data in Tableau rather than through email or other requests.
- Restructured pricing that reflects the level of support required by the PAs and creates uniformity across all states and incorporates updates to EFI processes and Service Level Agreements (SLAs).

This Amendment represents multiple programs specifically:

- Residential Retail and Residential Coordinated Delivery
- Heating & Cooling
- HES and Lighting & Products

Implementation by/with: EFI, Customers, Industry Partners (both Distributors & Retailers), Field Implementation Vendors (i.e., TRC), Program Administrators (National Grid).

## Exhibit A: Scope of Work – Rebate Processing

### 1. Downstream Rebates

The basic steps involved in processing post-purchase (or downstream) customer rebate requests are described below:

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1. Program Administrator customers will submit their rebate requests through an online application portal or mail a paper application form and supporting documents to EFI's third-party scanning facility.
2. Mail submissions are digitized and all electronic documents are indexed and queued into EFI's paperless workflow system as they are received, on a daily basis.
3. Rebate requests are entered into EFI's internal incentive management system (IMS) and vetted for eligibility.
4. Eligible rebate requests are processed and payment is issued to the customer.

The two most critical guidelines that must be met for a rebate application to be processed and paid are 1) the applicant must be verified as an eligible customer of the sponsor PA, and 2) the product or measure for which the rebate is requested must meet eligibility requirements as set forth by the program guidelines.

In order to verify customer eligibility, EFI will match requests against customer files provided by the PA, which have at minimum, customer names, addresses, and utility account numbers. EFI's preference is for files to be provided weekly, however at a minimum, files should be provided to EFI on a monthly basis to ensure that the most up to date accounts are available and to minimize delays in processing rebates due to a customer not being listed in the account database. EFI requires a technical contact and adherence to the Customer Data File Forms applicable to each State (as may have been previously sent to the PAs). As per EFI's data file setup process, a polling process is set up to look for new customer files on a daily basis.

Once customer eligibility has been determined, EFI will confirm the products purchased and installed by applicants qualify for incentive payments. Product eligibility is configured against model attributes in known industry maintained databases (e.g., Energy Star or AHRI) which are uploaded into EFI's IMS and refreshed on a weekly basis. Data processing staff match models noted on applications and documented on receipts with model numbers in EFI's systems. Data processing staff do not have the ability to override eligibility or ignore the selections in the IMS.

In addition to customer and measure eligibility, EFI's IMS is also configured to vet rebate submissions against additional business rules including eligible purchase and postmark dates, required survey questions, purchase limits, and incentive not to exceed values. EFI will provide Program Administrators with a copy of the business rules on an annual basis and whenever they are changed. In addition to the internal system logic, EFI employs data quality control specialists who manage a quality assurance verification process (QA) by checking a percentage of rebate batches input by our data processing staff and comparing the electronic submission documents with information keyed into the IMS. Newly hired data processing representatives (DP reps) will have 100% of their application entries go through the QA process. After two weeks of the DP rep hitting 95% proficiency on their work, he/she will be deemed proficient on that program. Once deemed proficient, DP reps will only have 25% of their application entries go through the QA process. Any issues that are identified through the QA process will be reviewed with the DP rep and if issues are repetitive, he/she will be provided additional program training before resuming entry on that program. This QA process is applicable to both clean applications and non-compliant applications (NCAs).

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### *Online Application Portal*

EFI offers a web-based platform to allow customers the option of submitting for their downstream rebate online. EFI leverages cloud computing and provides online portals as software-as-a-service. EFI's solution is designed to support rapid development and deployment through the use of a template that allows for targeted branding and light customization of the solution. As future product enhancements are developed, they are implemented across all sites enterprise wide.

### *Non-Compliant Applications & Denied Rebates*

In cases where a customer's rebate submission cannot be processed as submitted because it is missing required information, it becomes a non-compliant application (NCA). EFI will resolve NCAs as follows:

1. EFI will perform a quality assurance verification process (QA) on a subset of NCAs prior to initiating formal communications with the customer. QA process is described above. QA will be performed within **2 business days** of the Rebate Entry Date.
2. Notice 1: EFI will send an initial NCA communication to customers within **1-3 business days** of the Rebate Entry Date. This initial communication is in the form of a PA state program branded letter within a PA state program branded envelope and a branded email (when email address is available) and outlines the steps necessary for a customer to take in order to resolve their NCA, as well as provides the EFI phone number that customers may call with questions.
3. Notice 2: EFI will send a second communication to customers **10 calendar days** after Notice 1. This communication is in the form of a branded letter and an email (when email address is available) and includes the same information outlined in Notice 1.
4. Notice 3: EFI will send a third and final communication to customers **25 calendar days** after Notice 1. This communication is in the form of a branded letter and email (when email address is available) and includes the same information outlined in Notices 1 and 2, along with indication that if the customer does not respond within 35 calendar days after Notice 3, then their application will be considered "dormant."
5. Dormancy: In the event that a customer does not respond to NCA communication within **60 calendar days of Notice 1**, their submission will be considered "dormant" by EFI. Dormant NCAs will be identified in EFI's paperless workflow system and on Tableau, but will remain as open NCAs in IMS.

Rebates that do not qualify are entered into a denied status and reviewed via the same QA process as stated above. Within 1-3 business days, EFI will send a communication in the form of a PA state program branded letter within a PA state program branded envelope and a branded email (when email address is available) that details the reasons why their submission was denied and provides the EFI phone number that customers may call with questions.

### *Equipment Verification & Inspections*

Random onsite inspections will be conducted for a defined percentage of provisionally approved

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rebate applications by program and by PA. EFI will subcontract onsite inspections (i.e., physical onsite inspections, photo of equipment from customer) to a third party and the inspection process will be as follows:

1. Selection of inspections
  - a. EFI will randomly select inspections for Subcontractor to perform. EFI's IMS is designed with algorithms to generate random inspection requests.
  - b. In addition to the percentage of randomly chosen rebates, PAs may request inspections for questionable rebates, or EFI program staff may recommend inspections be performed for applications that seem suspect for one reason or another (e.g., a date looks like it may have been altered).
2. Rebates selected for onsite inspection will move to a "Pending with Holds" status and no payment shall be issued prior to performing the onsite inspection and verification of equipment installed.
  - a. EFI will maintain a list of all rebates sent for onsite inspection and the day they were sent to the Subcontractor.
  - b. EFI shall provide the Subcontractor performing inspections with a list of potential customers weekly. Subcontractor will contact the customer within 3 business days to arrange an onsite inspection of the equipment being rebated, and that their rebate will be released/sent after EFI receives the results of the inspection.
  - c. EFI will review the list with the Subcontractor on minimally a monthly basis to ensure inspections are being performed in a timely manner.
  - d. EFI will provide a copy of the inspection report to PAs on a monthly basis.
  - e. EFI will report inspection results semi-annually on a statewide basis at higher level of inspection results, summarizing any trends or issues discovered by the Subcontractor (i.e., a number of customers that have used the same installation contractor who refuse to allow inspection to happen).

Subcontractor's Customer Call Center will be responsible for scheduling inspections and providing inspection-related support to customers.

## 2. Upstream Rebates (upstream applicable to electric PAs only)

The basic steps involved in processing upstream rebate requests are described below:

1. The program administrators or the PA's Field Implementation Vendor will execute Memoranda of Agreement (MOU) with Industry Partners that establish the program parameters, including eligible dates, products, and store locations.
2. MOUs are entered in EFI's IMS to configure the logic used for reviewing Industry Partner invoices.
3. Industry Partners submit an Invoice and supporting Point-of-Sale (POS) reports to EFI requesting reimbursement for products sold. These files are entered into EFI's IMS and vetted for eligibility.
4. Eligible rebate requests are processed and payment is issued to the Industry Partner per payment terms



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described below.

Manual and electronic quality assurance processes are employed to ensure that the POS data conforms to the MOU (i.e., sales of ineligible products or sales from non-participating stores are not reported) and is not duplicative of any prior invoice of POS report.

EFI's IMS has internal logic built into it that limits:

- Required fields from being left blank;
- Incentives being approved without a valid incentive listed on a current MOU;
- Ineligible model numbers being entered and accepted;
- Purchase dates being outside a program rule parameter;
- Duplicate invoices being processed; and
- MOU allocations from being exceeded.

#### *Non-Compliant Applications & Denied Rebates*

In cases where an Industry Partner's submission cannot be processed as submitted, either due to inconsistencies between the invoice and associated POS data or because the request does not conform to the rules established in the MOU, it becomes a non-compliant application (NCA). EFI employs a dedicated program coordinator to liaise with Industry Partners and work to resolve NCA submissions. EFI will target to notify Industry Partners within 3 business days.

### 3. Midstream Rebates

The basic steps involved in processing midstream rebate requests are described below:

1. The program sponsors or the sponsor's Field Implementation Vendor will execute Memoranda of Agreement (MOU) with Industry Partners that establish the program parameters, including eligible dates, products, and distributor/store locations.
2. MOUs are entered in EFI's IMS in order to configure the logic used for reviewing partner invoices.
3. Industry Partners submit an Invoice and supporting Point-of-Sale (POS) reports to EFI requesting reimbursement for products sold. These files are entered into EFI's IMS and vetted for eligibility.
4. Eligible rebate requests are processed and payment is issued to the Industry Partner per payment terms described below.
5. In addition to the internal logic as detailed for Midstream processing above, EFI's IMS is also able to validate customer eligibility against PA provided data sets if required.

#### *Non-Compliant Applications & Denied Rebates*

In cases where an Industry Partner's submission cannot be processed as submitted, either due to

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inconsistencies between the invoice and associated POS data or because the request does not conform to the rules established in the MOU, it becomes a non-compliant application (NCA). EFI employs a dedicated program coordinator to liaise with Industry Partners and work to resolve NCA submissions. EFI will target to notify Industry Partners within 3 business days.

#### 4. Instant Rebates

EFI's e-Rebate mobile platform works with participating retailers to offer customers the opportunity to authenticate their eligibility and receive instant discounts when purchasing eligible equipment. Working in coordination with the PAs, program guidelines and incentives allocations, EFI executes a statement of work agreement with pre-qualified participating brick and mortar and/or eCommerce retailers to have discounts applied on the eligible items during checkout. Brick and mortar retailers provide a list of their retail store locations, a list of the models offered, and sets up discount code values in their system. EFI presents these discount code values back to the customer's smart phone in the retailer's POS- compatible barcode format and applies the discount at the time of sale when scanned by a cashier if an eligible model is being purchased. For online retailers, EFI provides the customer with a discount code that may be entered during the online transaction. In both cases the retailer provides a file of completed transactions back to EFI that documents that the sale actually happened, after which EFI remits payment to the retailer per payment terms described below and invoices the PA.

##### *Retailer Engagement*

EFI will engage, conduct and distribute agreements with participating retailers and provide details of the promotion prior to launch. Retailers then provide EFI with a batch of single-use discount codes that will be made available to eligible customers. For brick and mortar retailers, any POP materials created/developed will follow PA and retailer guidelines. EFI will work with Lockheed Martin, or other PA designated Field Implementation Vendors, on delivering POP and marketing materials and/or on portal specific training required for the Field Implementation vendor to educate the store manager and staff on the initiative.

##### *Authentication*

With brick and mortar deployments, the point of purchase and marketing materials will be used to direct consumers to a specific mobile responsive Web page through which a customer can check their eligibility by entering their last name, service address, and smart phone number. Customers are able to reach that page by typing the URL into a browser, sending a text with a specific keyword to the defined phone number, or capturing a QR code of the URL.

If the customer is confirmed as eligible, they are presented with a scannable e-Rebates barcode that is

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compatible with the retailer's point of sale system. A text with the barcode is also sent to the customer's smart phone. If the customer is not confirmed as eligible, the page is refreshed with an additional field for the customer's utility account number where customers may attempt to authenticate again using this data point. If the customer is unable to authenticate, and a downstream rebate program is available, the customer is directed to the appropriate location where the customer can access a mail-in application form or submit online to have the rebate payment issued subsequent to their purchase.

#### *Discount & Retailer Submission*

With brick and mortar e-Rebates, the customer shows the barcode on their smart phone's screen to the cashier. Scanning the e-Rebates barcode will discount the purchase by the rebate amount if a qualified product is being purchased.

Much like an Upstream or Midstream program, participating retailers email a file of associated transactions to EFI, including the e-Rebates barcode or discount code value that was redeemed for a given transaction, the model number of the eligible equipment purchased, the purchase date, and the store location. Retailers send reimbursement files to EFI on at least a monthly basis, and EFI reviews and enters these into IMS within **7 calendar days** of receipt.

## 5. Incentive Issuance & Payment Terms

Under EFI's current processing cycle for downstream rebates, applications are reviewed and entered into IMS within **7 calendar days** of receipt. Approved rebates are batched for payment as defined below and payment files are either sent to EFI's finance department to print and mail checks or uploaded to EFI's card fulfillment vendor to distribute prepaid cards. Payment is mailed to customers within **3-5 calendar** days once funding is made available through one of the mechanisms as defined below:

- 1) ***Prefund Account*** – EFI can offer the option of establishing a Prefund Account with the PAs, however EFI and the individual PA will need to come to an agreement and ensure that the adequate processes and controls are in place on the PA side for this model to be successful.

The following criteria must be met to support the 'Prefund Account' model:

- a) Prefund Account must be established with funding for a minimum of two months of projected rebate and fee payments. Projection will be created by EFI based on activity for that program over the past year. If Prefund Account runs out of funds, rebates will not be released until account is replenished.
- b) EFI will use the Prefund Account to pay rebate batches as they are closed and will invoice the PA for the incentives distributed to replenish the Prefund Account on a twice monthly basis at Net 15 calendar day terms, thus creating a revolving incentive fund, depleting as payments get made to industry and customers and replenished as PAs pay EFI's invoices.

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EFI will notify the PA when the prepay account drops below 35% remaining and every 20 days thereafter if funds remain below 35% of the minimum threshold.

- c) Individual PA funds must come out of single bank account (single cost center per PA per state).
  - d) All invoices, including fees and rebates, must be included in Prefund Account and treated the same.
  - e) EFI's accounting system's customer accounts (i.e., 10-CLP, 10-MASS, etc.) will need to be restructured so that 100% of the activity within the account would be prefunded. EFI will do this in conjunction with the PAs in case changing the current account structure has impacts on the PA side as well.
  - f) Joint set up meeting must occur between EFI and individual PA finance teams to agree to terms including mechanisms, remittance reporting and replenishment schedule prior to agreement. Terms of prepayment must be agreed upon by both parties.
- 2) **Hold for Payment** –EFI will batch approved rebates bi-weekly and invoice the PA for the total incentive amount to be distributed; however, checks and/or prepaid cards will not be printed and mailed until the PA pays EFI's invoice for incentive funds. For midstream and upstream programs that are following the 'Hold for Payment' method, EFI will not send out checks to industry until all associated PA invoices for the respective bi-weekly batch have been paid. There will be no extended period charges applicable for invoices under the 'Hold for Payment' option and the invoices are not subject to a funding cap.
- 3) **EFI Advance** – Should the PA wish to send customer rebate payments prior to releasing funds to EFI, EFI can float funding on a limited basis. EFI advance funding will adhere to the following process and guidelines:
- a) Customer/Partner Rebates: EFI to fund at .3% Cost of Money and pay all incentives where customer and partner payments are made in conjunction with invoicing the PA.
  - b) Customer/Partner Rebate Supporting Documentation: EFI to provide backup data (i.e., an extract file or files) to support rebates paid that coincide with the EFI invoice. EFI and the PAs will work together to ensure that EFI has been provided adequate extract mappings and measure codes and any changes to extracts will be provided to EFI with an 8-week lead time for implementation. As part of this process, for existing programs, EFI can provide a definition mapping of the current extracts and then set up a working session with the PA to validate the assumptions, ensure there is alignment on requirements, and get sign off from the PA on the new definitions before new extracts are created to ensure a smooth process. Once there is sign off from the PA on the new definitions, EFI will schedule the extract change work to be completed.

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- c) Invoice Terms: Invoice Payment terms on correct and approved invoices (with matching data backup) will include a 1% Cost of Money (COM) on rebates paid for the first 30 days and a 0.7% COM for each subsequent 30-day period. In an effort to encourage early payment and reduce COM (and the amount of time EFI needs to “float” the rebate funds), EFI will include a 0.3% COM on the first bill that will cover COM for the first 15 days after a PA invoice submission date (i.e., 1 business day after Invoice Date and submitted to PA). If the PA pays the invoice after NET 15, then the remaining 0.7% COM will be added to the next invoice. After Net 30, the 0.7% COM will be added to subsequent invoices for each 30 day period. (EFI and PAs may decide to bill and put the 1.0% COM in this first bill when setting up the Purchase Orders and Terms.)

PA Invoice						
	Invoice Date	Submission Date	Net 15	Net 30	Net 60	Net 90
	Aug 2	Aug 5	Aug 6-20	Aug 21-Sep 4	Sep 5-Oct 4	Oct 5-Nov 3
COM (Net 30)				1.00%	0.70%	0.70%
COM (early payment)			0.30%	0.70%	0.70%	0.70%

- (1) EFI's Line of Credit: EFI's line of credit is intended to not exceed \$5,000,000 for the Massachusetts PAs combined. EFI will provide visibility to all PAs on the current accounts receivable balance by PA along with their allowed allocation amount (or advance) on a monthly basis. (Additionally, EFI will also only follow up on outstanding invoice balances once we have confirmed internally that the invoice had been submitted to the PA). Caps per PA per state will be based on PA allocation tables below (as provided by PAs for dual fuel customer allocation, and as may be updated from time to time by the PAs):
- (2) Temporary Rebate Processing Suspension: When the line of credit amount is reached by PA for rebates that EFI is floating, EFI will hold off paying rebates for that PA until payments are received and thereby creating adequate float. PA will be notified via email when rebate payments are held, and then again when customer rebate payments resume. For midstream and upstream programs, EFI will need to hold payments until adequate float is achieved across the associated PAs related to that invoice.
- d) Invoice Processing Based on Status: EFI will be tracking the submission date and status of invoices that do not match the data file and/or are rejected by the PA due to being invoiced to the incorrect PO, not being submitted in accordance with the PA's designated invoice submittal process, or are delayed due to errors on EFI's part, will not be assessed an extended period charge. If the extract file needs to be corrected, EFI will do so and provide a corrected invoice and extract file(s). Invoices delayed solely due to PA business rules or system issues will be subject to the extended period charge.
- e) Submission Timing: EFI will work with the PAs on improvements to shorten the time needed to bill a program so that EFI can accommodate not submitting invoices to PAs on Fridays for PAs that request this without negatively impacting the customer experience.

EFI will invoice the PA for incentives distributed at the frequency and terms defined below, and for PA costs at the end of each calendar month. All invoices will be accompanied by supporting data files

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and/or reports for reconciliation purposes.

SLA's for the complete Customer Experience Cycle Time, as defined by the number of days from when a customer's (or Industry Partner's) compliant rebate submission is received to when payment is mailed, will be dependent on the payment option selected.

**Payment Cycle and Customer Experience**

	Client Prefund	Hold for Payment (2 Week payment)	EFI Advance (Bi-Weekly invoicing)
Funds Available for use at EFI	0 Calendar Days	14 Calendar Days	0 Calendar Days (subject to cap)
Closing Frequency	Weekly	Bi-Weekly	Bi-Weekly
Invoice Frequency	Bi-weekly	Bi-Weekly	Bi-Weekly
Rebate Entry	3-7 Calendar Days		
Closing	3-7 Calendar Days	10-14 Calendar Days	10-14 Calendar Days
Payment Mailed	3- 5 Calendar Days		
<b>Total Cycle Time</b>	<b>9-19 Calendar Days (1.5-3 Weeks)</b>	<b>30-40 Calendar Days (4.5-6 Weeks)</b>	<b>16-26 Calendar Days (2.5-4 Weeks)</b>

*Prepaid Cards*

For residential downstream programs rebates can be issued in the form of a prepaid Mastercard or check (customer can choose payment form on application). Prepaid cards for PA rebate programs will follow the Gift Card laws as defined by each state.

EFI will work with Hawk Incentives to issue payments via prepaid cards. Prepaid cards can be uploaded to Mobile Wallet on iPhone and Android devices allowing customers additional flexibility in using their rebate funds. An additional benefit is the exclusive Blackhawk Five Back™ – customers can use their Universal Prepaid Cards anywhere prepaid cards are accepted, but when they use their cards at

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approximately 75 select U.S. merchants (and 30 in Canada) they automatically get 5% of their purchase price placed back on their cards to spend again. Option to add virtual pre-paid Mastercards is available but details will need to be worked out with pre-paid card vendor (via EFI) and agreed upon by the PAs.

## 6. Data Tracking & Reporting

The PAs rely on the data EFI provides so that their savings and program goals are tracked accurately. EFI states that its systems for delivering incentive fulfillment services and detailed and summary reporting of the energy efficiency programs it administers for its clients have the longest track record in the industry and have consistently met or exceeded the requirements and expectations of its clients.

EFI can provide the PA with data extract from our relational database where EFI manages completed and paid rebates. These reports were developed by EFI in conjunction with the PAs to meet reporting and invoicing needs. These include:

- Detailed and summary reports and data files accompanying each invoice, tying payment requests to identified transactions. These reports are generated with each closing.
- Detailed and summary reports depicting program activity by product or measure.

These data extract files are available electronically and can be delivered via secure email or SFTP upload. Reports can be supplied in a number of formats (i.e., .csv, .xlsx) allowing for easy data import into the PA's internal systems. Frequencies of report and data exports are dependent on the method employed and are often produced in concert with the weekly or bi-monthly closings.

### *Tableau Client Dashboard & Reporting*

EFI's internal processing and database structure is securely linked to our Tableau client-facing online environment, allowing critical data to be surfaced in the form of dashboards, and ad-hoc reports. The ad-hoc reporting tools allow for the extraction of data to formats commonly used for in-house analytics.

Notable features of EFI's web-based reporting platform include:

- *Secure cloud-based access.* Tableau's powerful platform provides fast, accessible information for clients 24 hours a day. If the Tableau portal is unavailable or not working for a PA, then EFI shall provide required reports to the PA upon request.
- *Layered access controls.* Rights and privileges can be assigned to multiple entities, such as individual users or groups, and at multiple levels. The number of users and access is limited only by the number of Tableau licenses a client is willing to purchase.
- *Customizable reports and management dashboards.* The user friendly interface allows the customization of high level graphical charts and tabular reports with the ability to drill down to individual measure details. Dashboards with key program data allows clients to quickly review personalized metrics and determine program health (progress) at a glance.
- *Program data is updated daily.* Data is refreshed daily, allowing clients to track and

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monitor progress on a day to day, rather than month to month basis.

PAs will be provided with a Tableau User Manual and standard dashboards that are detailed in Exhibit B, which are subject to licensing fees for their portfolio of programs that includes performance metrics as well as NCA reporting. EFI will also provide midstream Industry Partners and the PAs with a portal to view the status of submitted midstream invoices and associated data.

## 7. Program Management

EFI has developed a new pricing model for the management fees that incorporates a lower fixed management fees and then lists additional activities that will be billed based on either a per unit charge or an hourly rate above the fixed management fees, also called the not to exceed (NTE) limit.

One key piece to this pricing model is that EFI will split out the bi-weekly billing and invoicing process (where EFI provides invoices and data extracts to the PAs for the incentives processed in that time period) and charge on a per extract (or per invoice, as applicable) basis. If the PAs choose to reduce the number of extracts, the PA would need to specify the details of the extract changes, work with EFI to ensure the new requirements are comprehensive, and then EFI will come up with a proposal for the cost based on the hours required to make the updates. As part of this process, for existing programs, EFI can provide a definition mapping of the current extracts and then set up a working session with the PA to validate the assumptions, ensure there is alignment on requirements, and get sign off from the PA on the new definitions before new extracts are created to ensure a smooth process. Once there is sign off from the PA on the new definitions, EFI will schedule the extract change work to be completed. If the work is not completed within 30 days from sign off date for the defined and agreed upon specifications, then EFI agrees to not charge the per extract fee until the extract updates are completed as specified.

In an effort to improve the invoicing process, EFI will be tracking the invoicing issues and working with the PAs on identifying the root cause issues and a resolution plan so that the issue can be fixed and not recur (such as if the specification document needs to be updated with new requirements). The overall goal of this pricing model is to reduce the number of invoices and extracts as well as reduce the number of issues that prevent invoices from being accepted immediately upon receipt. EFI will be providing updates during the Quarterly meetings with the PAs on the number of invoicing issues that have occurred as well as an analysis on the root causes. If there is a recurring issue that has been identified as originating with EFI and it has impacted the PA's ability to approve invoices or the PA has incurred additional costs from outside vendors as a result, EFI will work with the PA on an acceptable resolution plan.

The NTE hours or units are capped by state and EFI will bill hours in excess of the NTE by state and split according to a percentage breakout as defined by the PAs on a quarterly basis. EFI will provide a monthly update to the PAs of where they are towards the state-wide NTE cap for each category on the 20<sup>th</sup> of each month (if the 20<sup>th</sup> falls on a weekend the report will be sent the Friday before), however the NTE hours will be calculated and billed quarterly. This will allow a little more flexibility with the activity so that if there is more time needed in one month during the quarter than another, it should balance out over the quarter. For any out of scope activities EFI will provide a brief description of the scope of work, the hours,



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and the estimated costs. This will need to be approved by the requesting PA (if one PA) or all PAs in the state (for example if a new report is being requested for ALL PAs in the state) prior to implementation.

EFI will also provide quarterly estimated accruals to the PAs in order for them to ensure there are sufficient funds within the respective Purchase Orders (POs) so that there is no delay in payment for services rendered and there is no subsequent impact to program activity needing to stop while funds are added to the POs. Replenishment of the POs will need to happen at least 30 days before the next management invoice to ensure there are no delays with processing.

As part of the Program Management efforts, EFI will attend monthly PA meetings for the RCD and Retail Groups respectively and will also facilitate a Quarterly statewide PA meeting to review the program and EFI's performance over the past quarter. During the Quarterly meetings EFI will present:

- 1) Program pain points- including % of invoices with issues as well as the common issues and root causes)
- 2) Call coding results- reasons for calls received
- 3) Review of accounts receivable issues or blockers to date (i.e., if one PA is not paying timely and it's been impacting the 'Hold for Payment' programs)
- 4) Assessment of the program management and data management activities that were required during the quarter, including those activities that exceeded NTE hours or required out of scope activities (including PA specific requests)
- 5) Examination of the KPIs and how EFI has performed against them

The management activities included, along with the NTE limits, as well as the identified 'out of scope' activities are included below.

1) Program Management

<b>Included up to 560 Not to Exceed (NTE) hours each quarter*</b>
Responding to questions related to program operations
Responding to and resolving customer inquiries, exception requests and escalations (including customer inquiries elevated to PAs – response is expected within 24 hours to PA seeking response to customer complaint if it was previously directed to EFI and not resolved initially).
Attendance and participation in monthly PA meetings (RCD & Retail) and Quarterly state-wide meetings
Regular monitoring of program activity and performance

2) Data Management

<b>Included up to 140 Not to Exceed (NTE) hours each quarter*</b>
Import of standard third party data files (Home Energy Audit data files, inspections, HEAT Loan authorizations).
Communication related to upstream or midstream submission errors to industry partners and field implementation vendors.
Automated importing of customer files by PA on regular schedule.

\*Hours in excess of NTE to be billed by state and split according to a percentage breakout as defined by the PAs.

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3) Invoicing

Invoiced Per Unit	Per Unit Fee
Create, verify, and distribute program billing reports, extract files, and invoices by program for each PA.	Fees outlined in table in Exhibit C

4) Reporting

Included	Outside of Scope
3 standard Tableau dashboards for each PA (subject to licensing fee) as detailed in Exhibit B	Customization of reporting outside of the established Tableau offerings outlined in Exhibit B or any ad hoc reports
Annual Tableau training for PAs with additional refresher trainings offered on new features as applicable.	Tableau dashboards for vendors
Monthly Call Center Reporting as shown in Exhibit B	Having EFI run reports or pull data that is available in Tableau

5) Communication

Included	Outside of Scope
Customer status inquiries- email response within 3-5 business days through <a href="mailto:rebates@efi.org">rebates@efi.org</a> inbox.	EFI Client Ambassador 'white glove' service through dedicated email with 24 hour response time.

6) Other

Outside of Scope
Any PA change request that involves IT time to develop or would require changes to EFI standard processes.
New program or measure set up activities, including: scoping, finalizing business rules, program specific call center and data entry training; billing details (PO#,s, contacts, delivery methods); and data extract specifications.
Changes to data extracts, including measure codes.
Program changes, including changes to incentive values, addition, or removal of measures, and changes to survey questions.

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## 8. Customer Service

EFI has an in-house customer contact (call) center that responds to calls coming in on dedicated toll free lines for incentive programs. For each incentive program a dedicated toll-free number is provided for addressing service and rebate related questions. EFI also has integrated a live chat feature on our online rebate platform, which allows customers to instantly chat online with a specialized EFI Customer Service Representative (CSR) during our normal hours of operation.

Our customer contact centers current hours of operation are 8 am to 8 pm EST Monday through Friday, and 8 am to 5 pm EST on Saturdays. The department is closed on Sundays and six national holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas.

EFI's CSRs are responsible for follow up associated with applications that are incomplete or where the supporting documentation is ambiguous. This adds value to the customer experience, helping customers navigate through what can be complicated technical requirements of their incentives. EFI differentiates itself from its competitors in this regard, as this process generally results in increased conversion rates and customer satisfaction.

EFI has "First Call, Only Call" operating processes in place. In the event that a CSR receives a call from an upset customer regarding their rebate, that call is forwarded to a Supervisor/Manager and escalated throughout the organization (ending with our CEO) as necessary to resolve the issue on the initial call.

### *EFI Phone Systems*

EFI uses a phone system with automated call distribution (ACD) functionality to address incoming and outgoing calls. The ACD ensures that all incoming calls are responded to promptly, and in the order in which they are received. It also has the ability to identify where the incoming call is from, so that the CSR can provide a customized greeting for each program with dedicated lines. EFI's ACD also allows for skills-based routing to ensure more complex program calls are routed to the best qualified CSR available. Call prioritization escalation is also available based on wait time or other systems based criteria.

### *Call Monitoring, Supervision, and Quality Assurance*

EFI regularly monitors representative and customer interactions to ensure service quality. Calls taken by CSRs are recorded for the purpose of quality control and employee development. EFI continually monitors and records CSR and customer interactions to ensure service quality. For the purpose of quality control and employee development we currently do the following:

- The recorded call is stored in a secure spot on the network where the call can be retrieved later for evaluation and coaching purposes;
- The call center supervisor assesses a certain number of random recordings of each CSR's calls on a weekly basis;
- The supervisor records the specific details of the assessment using custom built call monitoring software;

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- The supervisor sits with CSRs regularly to review the recorded calls and provide feedback for improvement / development.

In conjunction with scoring the CSRs using a call monitoring assessment form, weekly call statistics are posted to assure department metrics are being met. The following table details the metrics that are assessed weekly.

EFI Standard Call Center Metrics to be reported monthly:

1. Calls Presented
2. Calls Answered
3. Calls Not Answered
4. Average Ring Time
5. Average Talk Time
6. Average Treatment Time
7. Calls Held
8. Average Call Hold Time

EFI's standard call center key performance indicators (KPIs) are to have **70 percent of all calls answered in less than 30 seconds**. Our call abandon rate for calls of 20 seconds or more duration is less than **3%** (the 20 seconds eliminates hang ups attributable to customers hearing the program message greeting and recognizing they have called the wrong number). EFI to provide monthly call volume as detailed above as well as reporting on call reason codes during the quarterly meetings with each state. Example monthly report included in Exhibit B.

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## Exhibit B: Reporting\*

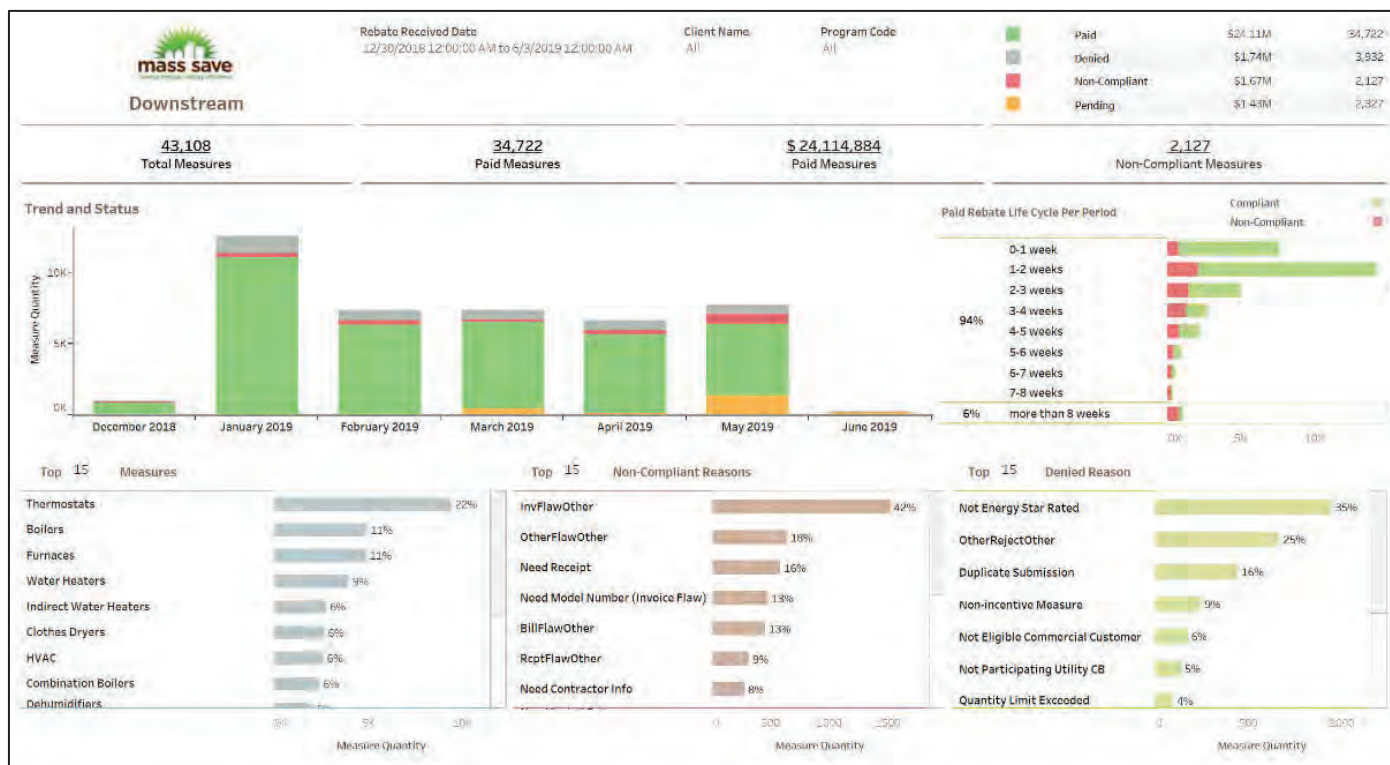
\*Pictures are for illustrative purposes only

### Tableau Reporting

The following details the Tableau Reporting that is included in Fixed Management Fee:

#### I. Downstream Reporting

- 1) **Standard Downstream Dashboards-** below is a screenshot of the standard downstream dashboard for Tableau. This includes:
  - a. Headers with the total measures, paid measures in quantity and dollars and total number of non-compliant measures.
  - b. Trend and status graph that shows by month the status of paid, denied, non-compliant and pending. The dates can be adjusted as well as the different status can be filtered.
  - c. Paid rebate life cycle graph that shows the quantity of rebates paid during different weekly periods, broken out by compliant and non-compliant.
  - d. Three graphs that show the top measures, top non-compliant reasons, and the top denied reasons. The number that is displayed can be adjusted by the user, which changes the display.



- 2) Rebate Header- searchable data is available at a high level for each rebate that can be downloaded into a CSV format or individually with images of the actual customer's submission.

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Mass Save Rebate Header							
Rebate ID	Rebate Number	Primary Account Number	Applicant Full Name	Rebate Received Date	Rebate Status	Payable Amount	Total Rebate Amount
1429175		54215297045	KRISTA GROLEAU	10/09/2018	Paid	1,500	1,500
1440498		0488956010	CHARLES DIPRIMA	11/05/2018	Paid	700	700
1440780		4095408008	TIMOTHY KENNEY	11/12/2018	Paid	125	125
1452296		1272444006	WENDY WICKS	11/06/2018	Denied	0	750
1463024		26927800014	RICHARD SYLVA	11/14/2018	Paid	250	250
1473615		12712340012	HOWARD BARROW	11/13/2018	Paid	1,200	1,200
1474583		8960361002	RANDOLPH SAYCE	11/15/2018	Paid	500	500
1485040		3567634012	BRIAN WALSH	10/25/2018	Paid	1,500	1,500
1486006		54151402021	RODNEY HERZIG	10/26/2018	Paid	750	750
1486110		1279226017	OLIVIA GRABKA	10/01/2018	Paid	1,700	1,700
1486715		04613022000	ISABEL MARSTON	10/18/2018	Denied	0	100
NCA Detail				Survey Detail			

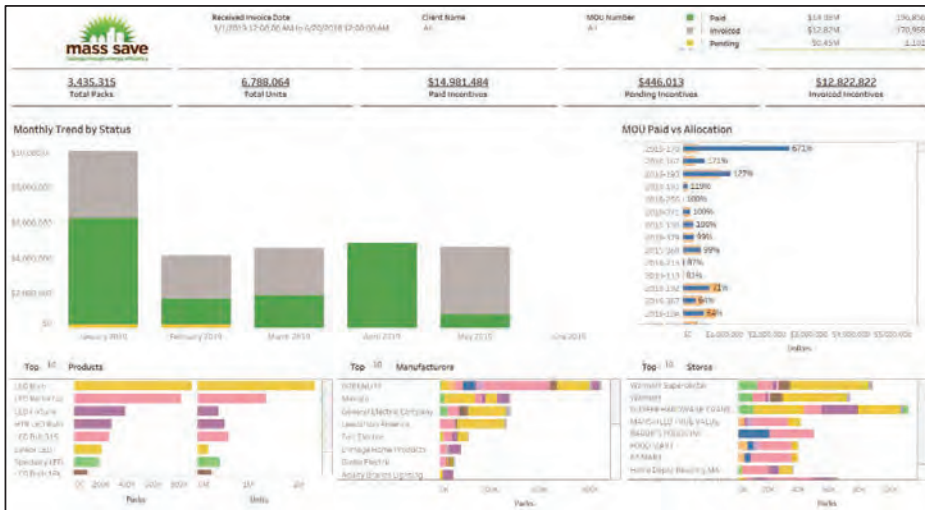
- 3) Rebate Detail- searchable data set is available for full download that includes all of the survey and other details of the rebate records.

Mass Save Rebate Detail								
Rebate Detail ID	Rebate Number	Rebate Received Date	Program Code	Program Name	Rebate Status	Measure Category	Measure Description	Extension Rebate Amount
20879157	1208839	10/10/2018	MAERHTG	Mass Save Early Replacement Heating Program (V1.07)	Paid	Furnaces	1-4 Unit Home Early Replacement Natural Gas Fur...	1,000
20879170	1208596	10/09/2018	CSMT	Mass Save Residential Cooling and Heat Pump Water Heater Rebate P.	Paid	Variable Speed Mini-Split Heat Pumps	(Legacy 2018-12-31) Mini-Split Heat Pump (\$100/Indoor Unit)	300
20879196	1205875	10/03/2018	CSMT	Mass Save Residential Cooling and Heat Pump Water Heater Rebate P.	Paid	Variable Speed Mini-Split Heat Pumps	(Legacy 2018-12-31) Mini-Split Heat Pump (\$100/Indoor Unit)	300
20879199	1211329	10/11/2018	MAOP	Massachusetts Residential Oil and Propane High-Efficiency Heating &...	Paid	Thermostats	(Legacy 2018-12-31) Wireless Enabled Thermostat (\$100)	100
20879212	1210392	10/11/2018	MAOP	Massachusetts Residential Oil and Propane High-Efficiency Heating &...	Paid	Boilers	(Legacy 2018-12-31) Oil Hot Water Boiler (\$500)	500
20879213	1206843	10/04/2018	MAERHTG	Mass Save Early Replacement Heating Program (V1.07)	Paid	Boilers	1-4 Unit Home Early Replacement Oil HW Boiler (\$...	1,700
20879222	1209477	10/10/2018	MAAPP	Massachusetts Residential Appliance Rebate Program (V1.07)	Paid	Clothes Dryers	(Legacy 2018-12-31) Electric Clothes Dryer (\$50)	50
20879251	1207087	10/05/2018	GSMAR	Massachusetts Residential Natural Gas High-Efficiency Heating & Wat...	Paid	Thermostats	(Legacy 2018-12-31) Wireless Enabled Thermostats (\$100)	100
20879313	1206972	10/05/2018	CSMT	Mass Save Residential Cooling and Heat Pump Water Heater Rebate P.	Paid	Central Air Conditioners	(Legacy 2018-12-31) Central Air Conditioner (\$250)	250
20879348	1208991	10/10/2018	GSMAR	Massachusetts Residential Natural	Paid	Thermostats	(Legacy 2018-12-31)	25
NCA Detail				Survey Detail				

## II. Upstream Reporting

1. **Standard Upstream Dashboards-** below is a screenshot of the standard upstream dashboards, which includes:
- Headers with the total packs, total units, paid incentives \$, pending incentive \$ and invoiced incentives.
  - Trend and status graph that shows by month the status of paid, invoiced and pending. The dates can be adjusted as well as the different status can be filtered.
  - MOU Paid vs Allocation graph that lists all MOUs with activity during timeperiod selected.
  - Three graphs that show the top products, top manufacturers, and the top stores. The number that is displayed can be adjusted by the user, which changes the display.

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2. Rebate Header- high level detail by rebate, including the MOU info with the ability to download the data.

Rebate Header					Rebate Status	Manufacturer		MOU Number
Rebate Number	Rebate Status	MOU Number	MOU Name	Manufacturer	Received Invoice Date	Program Code	Program Name	Total Rebate Amount
50948918	PAID	2018-126	SMALL INDEPENDENTS / GREENLITE	GREENLITE	06/07/2018	MARIMRKNSTAR	MA/Ri Markdown/Buydown Program Eversource East	\$3,811.20
50948919	PAID	2018-128	TARGET MARKETS / GREENLITE HTR	GREENLITE	06/11/2018	MARIMRKAPE	MA/Ri Markdown/Buydown Program Cape Light Compact	\$3,456.00
50948920	PAID	2018-128	TARGET MARKETS / GREENLITE HTR	GREENLITE	06/07/2018	MARIMRKAPE	MA/Ri Markdown/Buydown Program Cape Light Compact	\$3,456.00
50948921	PAID	2018-128	TARGET MARKETS / GREENLITE HTR	GREENLITE	06/07/2018	MARIMRKNRMA	MA/Ri Markdown/Buydown Program National Grid MA	\$864.00
50948922	PAID	2018-128	TARGET MARKETS / GREENLITE HTR	GREENLITE	06/07/2018	MARIMRKNRMA	MA/Ri Markdown/Buydown Program National Grid MA	\$864.00

3. Rebate Detail- complete detailed breakdown by rebate and MOU that is downloadable

Rebate Number	Rebate Detail ID	Store Name	Store Number	Measure Name	Product Name	Model Number	Quantity	Rebate Amount	Extension Rebate Amount
50949278	15812233	HOME DEPOT - NHEC	Null	LED Standard	7W A19 DIM CLR FIL DL 4PK	02459555	12	\$4.00	\$48.00
	15813757	HOME DEPOT - NHEC	Null	LED FIXT	10W 6" DOWNLIGHT DL DIM 3PK	01653524	4	\$8.00	\$32.00
	15814042	HOME DEPOT - NHEC	Null	LED FIXT	10W 6" DOWNLIGHT SW DIM 3PK	01653666	11	\$8.00	\$88.00
	15814788	HOME DEPOT - NHEC	Null	LED FIXT	CE 6" DOWNLIGHT 4PK	01749797	9	\$14.00	\$126.00

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### III. Midstream Reporting

1. **Standard Midstream Dashboards-** below is a screenshot of the standard midstream dashboards, which includes:
  - a. Headers with the total measures, paid incentives \$, pending incentive \$ and invoiced incentives \$.
  - b. Trend and status graph that shows by month the status of paid, denied, invoiced not paid, pending and NCA. The dates can be adjusted as well as the different status can be filtered.
  - c. Paid Rebate Life Cycle Per Period graph shows how long from original submission date until check date it took to pay out incentive.
  - d. MOU Paid vs Allocation graph that lists all MOUs with activity during timeperiod selected and % to MOU budget.
  - e. Three graphs that show the top products, top contractors/stores, and the top NCAs. The number that is displayed can be adjusted by the user, which changes the display.



2. **Rebate Header-** high level detail by rebate, including the MOU info with the ability to download the data.



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Summary   Rebate Header   Header Detail   NCA								
Rebate Header				Rebate Detail Status	Manufacturer Name	MoU Number		
Rebate Number	Rebate Status	MoU Number	Distributor ID	Manufacturer Name	Day of Rebate Received Date	Program Code	Program Name	Rebate Amount
1	Paid	2018-004	350	DAIKIN	09/07/2018	CTMID	EnergizeCT Upstream Residential Space and W...	630
				Goodman Manufacturing	09/07/2018	CTMID	EnergizeCT Upstream Residential Space and W...	14,670
				LAARS	09/07/2018	CTMID	EnergizeCT Upstream Residential Space and W...	3,060
				Navien	09/07/2018	CTMID	EnergizeCT Upstream Residential Space and W...	16,290
				Rheem	09/07/2018	CTMID	EnergizeCT Upstream Residential Space and W...	1,345
9	Paid	2018-007	313	A.O. Smith	09/14/2018	CTMID	EnergizeCT Upstream Residential Space and W...	315
				Taco	09/14/2018	CTMID	EnergizeCT Upstream Residential Space and W...	30
10	Paid	2018-006	312	Viessmann	09/10/2018	CTMID	EnergizeCT Upstream Residential Space and W...	765
12	Paid	2018-006	312	A.O. Smith	09/10/2018	CTMID	EnergizeCT Upstream Residential Space and W...	515
13	Paid	2018-009	428	Allied Air Enterprises	09/10/2018	CTMID	EnergizeCT Upstream Residential Space and W...	815
14	Paid	2018-009	420	Allied Air Enterprises	09/13/2018	CTMID	EnergizeCT Upstream Residential Space and W...	815
15	Paid	2018-009	428	Allied Air Enterprises	09/18/2018	CTMID	EnergizeCT Upstream Residential Space and W...	815
16	Paid	2018-009	428	Allied Air Enterprises	09/18/2018	CTMID	EnergizeCT Upstream Residential Space and W...	815

3. Header Detail- complete detailed breakdown by rebate and MOU that is downloadable.

Summary   Rebate Header   Header Detail   NCA										
Rebate Detail				Program Code	Vendor Reference Number	Primary Account Full Name	Rebate Detail Status	Rebate Number	Store Name	Distributor Name
Rebate Number	Rebate Detail ID	Distributor ID	Store Name	Measure Name	Measure Code	Measure Category	Model Number	Quantity	Rebate Amount	
1-1	350	AIELLO HOME SERV	(Legacy 2018-12-31) Natural Gas Furnace (\$800)	FURN_JNG	CTMID Furnaces	AMEC960803BN	2	815		
1-2	350	AIELLO HOME SERV	(Legacy 2018-12-31) Natural Gas Furnace (\$800)	FURN_JNG	CTMID Furnaces	AMEC960803BN	2	815		
1-3	350	AIELLO HOME SERV	(Legacy 2018-12-31) Natural Gas Furnace (\$800)	FURN_JNG	CTMID Furnaces	AMEC961004CN	2	815		
1-4	350	AIELLO HOME SERV	(Legacy 2018-12-31) Natural Gas Furnace (\$800)	FURN_JNG	CTMID Furnaces	AMEC961004CN	2	815		
1-5	350	LINK MECHANICAL SERVICES INC	(Legacy 2018-12-31) Natural Gas Furnace (\$800)	FURN_JNG	CTMID Furnaces	AMEC961004CN	2	815		
1-6	350	AIELLO HOME SERV	(Legacy 2018-12-31) Natural Gas Furnace (\$800)	FURN_JNG	CTMID Furnaces	AMVC961205DN	2	815		
1-7	350	AIELLO HOME SERV	(Legacy 2018-12-31) Natural Gas Furnace (\$800)	FURN_JNG	CTMID Furnaces	GMEC960603BN	2	815		
1-8	350	AIELLO HOME SERV	(Legacy 2018-12-31) Natural Gas Furnace (\$800)	FURN_JNG	CTMID Furnaces	GMEC960603BN	2	815		

4. NCA Report- detailed breakout of submissions with non-compliant reasons, including all of the NCA reasons for each submission.

Summary   Rebate Header   Header Detail   NCA										
NCA Report				Program Code	Vendor Reference Number	Rebate Detail Status	Primary Account Full Name	Distributor Name		
Rebate Detail ID	Program Code	Rebate Detail Status	Distributor ID	Primary Account Number	Primary Account Full Name	Measure Category	Measure Name	NCA Reason		
19-6	CTMID	Denied	350		BRYANT THOMAS	Null	(Legacy 2018-12-31) Natural Gas Furnace (\$800)	Account Number is Required!		
								N/A		
								Natural Gas Account Number...		
								Secondary Account Address 2...		
								Secondary Account First Nam...		
								Self Install		
19-7	CTMID	Denied	350		BRYANT THOMAS	Null	(Legacy 2018-12-31) Natural Gas Furnace (\$800)	Account Number is Required!		
								N/A		
								Natural Gas Account Number...		
								Secondary Account Address 2...		
								Secondary Account First Nam...		
								Self Install		
19-12	CTMID	Denied	350		KATHERINE GOMES	Null	(Legacy 2018-12-31) Ductless Heat Pump (Multi-Zone) (\$500)	Account Number is Required!		
								N/A		
								Natural Gas Account Number...		
								Possible Self Install		
								Secondary Account Address 2...		

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## Data Fields in Tableau

The following fields will be added to EFI's data warehouse and provided to PAs in the Detail Rebate Invoice Data and surfaced on Tableau Dashboards. Additionally, EFI will create a Data Dictionary for PAs which will list the available field names in Tableau and the EFI definition of the data associated with these fields.

<b>New Field Name in Tableau as proposed by PAs</b>	<b>Current EFI Field Name</b>	<b>Approved Product &amp; Application</b>	<b>Non-Compliant Application</b>	<b>Product Not Qualified</b>	<b>Comments</b>
Rebate Entered Date	Rebate Received Date	Yes	Yes	Yes	Date when rebate received at scanning facility or submitted via online portal
Initial Status Date	N/A	Yes	Yes	Yes	Date when submission is first entered into IMS system
Check Date	Check Run Date	Yes			Date checks are "closed" and batched for printing in Finance
Check Mailed Date	Check Mail Date	Yes			Date checks are mailed to customers
Rebate Flawed Date	Item Created Date		Yes	Yes	Date when submission is identified as a non-compliant application.
Notice 1 Date	N/A		Yes	Yes	Date of first notice sent to customer for non-compliance or ineligibility
Notice 2 Date	N/A		Yes		Date of second notice sent to customer for non-compliance
Notice 3 Date	N/A		Yes		Date of third notice sent to customer for non-compliance
Revised Status	Rebate Status		Yes	Yes	Indicates current rebate status (Paid, Pending, Non-compliant, Denied).
Revised Status Date	Rebate Created Date		Yes	Yes	Most recent date of update (can change based on how many times a rebate is updated)
Dormant Date	N/A		Yes	Yes	Date in which NCA becomes "dormant" (Proposed 60 calendar days from Rebate Flawed Date)

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The following fields will not be added to Tableau due to complexity or redundancy:

- Check Cashed Date – This data point comes from Citizen’s Bank and is not captured and maintained in EFI’s databases.
- Worked Date – This data point represents the day in which a submission is entered into EFI’s IMS system and is the same as Initial Status (included above).
- Revised Status Reason – This data point represents the transition from a non-compliant application to a pending rebate and can be inferred from the Non-Compliant Reason field.

### Call Center Reporting

The following call center report will be provided by state to the PAs on a monthly basis.

Mass Save Downstream Rebate Call Metrics	
April 2019 - June 2019	
Calls Presented	14600
Calls Answered	14295
Calls Not Answered	305
Average Ring Time	0:05
Average Talk Time	2:28
Average Treatment Time	3:29
Calls Held	6008
Average Call Hold Time	1:14
% of calls answered within 30 seconds	88.89%
Abandoned calls over 20 seconds	0.78%

### Key Performance Indicators (KPIs)

EFI is committing to report on the stated KPIs in the SOW as follows:

KPIs and Reporting Data Frequency		
KPI	Measurement	Frequency
Applications are reviewed and entered into IMS within <b>7 calendar</b>	<i>Rebate Entered</i> <i>Date to Initial</i> <i>Status Date</i>	Will be available in Rebate Detail Report in Tableau

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<b>days of receipt.</b>		
Initial NCA communication will be sent within 3 business days of Initial Status Date	<i>Initial Status Date to Notice 1 Date</i>	Will be available in Rebate Detail Report in Tableau
70% of calls answered in less than 30 seconds	% of calls answered in under 30 seconds	Monthly call center report by state
Less than 3% call abandon rate for calls 20 seconds or more duration	% of calls abandoned for calls 20 seconds or more duration	Monthly call center report by state
Checks are mailed within 5 calendar days once funding is available	<i>Check Date to Check Mail Date</i>	Will be available in Rebate Detail Report in Tableau
100% of compliant rebates that are client pre-fund or EFI Advance are paid within either 19 calendar days for client pre-fund programs or within 26 calendar days for EFI Advance (within funding cap).	Paid Rebate Life Cycle dashboard displays % paid within weekly increments	Paid Rebate Life Cycle report on Tableau dashboard

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## EXHIBIT C: PRICING

**NOT TO EXCEED LIMITS** – TOTAL EXPENDITURES FOR THE TERM OF THIS STATEMENT OF WORK WILL NOT EXCEED:

**CUSTOMER INCENTIVES PAID \$13 MILLION**

**PROGRAM MANAGEMENT FEES \$2.5 MILLION**

### Rhode Island

		Monthly Management*	Processing Fee	Prepaid Card Discount	NCA Letters
Heating & Cooling	CSMT	\$6,273 per month	\$4.25 per measure	\$0.75 per measure	\$5 per NCA
	GSMAR			n/a	
	GSMACH+			n/a	
	GSMACK+			n/a	
HES	MAOP	\$3,156 per month	\$4.25 per measure	\$0.75 per measure	\$5 per NCA
	MACW				
	MARF				
	MAERHTG				
Lighting & Products	MAAPP	\$2,734 per month	\$4.25 per measure	\$0.75 per measure	\$5 per NCA
	MARIMRK		\$64/invoice, \$295/MOU, \$98/Addendum, \$129/Non-Compliant	n/a	n/a
	MARIPMT2		\$64/invoice, \$295/MOU, \$98/Addendum, \$129/Non-Compliant		
	MOUMRM		\$64/invoice, \$295/MOU, \$98/Addendum, \$129/Non-Compliant		
	MAPPMRK		\$6 per measure		

\*Monthly Management fees across all PAs, to be split according to a percentage breakout as defined by the PAs.

### Data Extract/Invoicing Fees

	Extract Rates by MA PA
Eversource	\$123.66
National Grid	\$111.07
Cape Light Compact	\$69.30
Unitil	\$18.98
Berkshire	\$5.09
Columbia Gas*	\$52.87

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Liberty Utilities*	\$10.30
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\* Per invoice rather than per extract

#### Instant Rebates

<b>Program Set-Up</b>	\$7,500
<b>Retailer Set-Up</b>	\$5,000 per retailer
<b>Measure Set-Up</b>	\$450 per retailer per measure
<b>Processing Fee</b>	\$1.50 per rebate
<b>Management Fee*</b>	\$200/month per retailer

\*Monthly Management fees across all PAs, to be split according to a percentage breakout as defined by the PAs.

#### Contact Center

<b>Call Center</b>	\$1.35 per minute
<b>Online Chat</b>	\$2.70 per chat
<b>Email Support</b>	Included

#### Dashboard & Reporting

\$1,000 per user license per year

Additional reporting fields as requested by PAs included in this SOW includes a one-time fee for IT development to add additional fields requested to reporting. These new fields are: Initial Status Date, Notice 1 Date, Notice 2 Date, Notice 3 Date, and Dormant Date. Total cost to add these fields (to be invoiced as agreed to by PA allocation % across three states): \$6,125.

#### Out of Scope Rates

<b>Out of Scope hourly rates:</b>
Program Support: \$75/hour
Client Ambassador: \$75/hour

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Program Manager: \$85/hour
Marketing/Creative: \$95/hour
Director: \$140/hour
IT Development: \$175/hour

## **Attachment B-2 – Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements**

### **(National Grid Level 2 Baseline and Supplemental Requirements)**

The entity or entities engaged or to be engaged under this contract to perform services for National Grid are alluded to throughout this document as “Contractor.” The individuals who will perform work for National Grid under this contract, including employees, principals, sole proprietors, sub-contractors, or contingent staff provided by the Contractor, are referred to as “Contractor Employees.”

Contractor must be able to evidence to National Grid or its agent that it has verified Contractor Employees’ identities and that all Contractor Employees are legally eligible to work in the country where the work is to be performed. National Grid requires that U.S. Contractors complete a Consent Based Social Security Number Verification (CBSV) on their Contractor Employees and match the results with other identification documents provided by their employees during their hiring practices. This represents a minimum background check requirement. Additional requirements listed below are required for National Grid Level 2 Baseline. Supplemental requirements may be deemed appropriate by National Grid or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work of the Contractor. These background checks must be completed for all Contractor Employees before they begin work under the contract, whether brought on at the outset of a contract or at any other point in the contract term. If it is determined at any time that a Contractor Employee does not meet the background requirements or has falsified a document that is or was part of the background check, Contractor shall notify National Grid Security immediately. National Grid Security will determine if the Contractor Employee must be removed from the work and will notify Contractor in writing of its determination. Contractor must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the contract and shall provide confirmation to National Grid upon request that the necessary background checks were performed and there were no adverse results. Upon reasonable notice, National Grid may perform an audit of Contractor’s background check records, background check program and all supporting documents concerning the background of any Contractor Employee performing work for National Grid should questions arise of character, veracity of previous employment and education, or allegations of criminal activity on the part of Contractor Employees or upon request from the National Grid business unit; provided that National Grid may be asked to sign an additional confidentiality agreement in form and substance reasonably satisfactory to Contractor. National Grid’s direct costs and the cost for any contracted audit services will be at the expense of National Grid. National Grid reserves the right to revise its requirements for Contractor Employee background checks during the contract term, which the Contractor must comply with. Any such revisions will be provided in writing. The Contractor may choose to not accept the revisions and renegotiate or terminate the contract.



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## Attachment B-2 – Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements (for National Grid Level 2 Baseline and Supplemental Requirements)

### 1. Contractor Company Information

Name: The Energy Federation, Inc.  
Address 1: 1 Willow Street  
Address 2: \_\_\_\_\_  
City: Southborough State: MA ZIP: 01745

### 2. Who would you like National Grid to contact regarding questions on the information provided below?

Name: Maureen Huffam Telephone #: 508-870-2277  
Fax #: \_\_\_\_\_ E-Mail: MHuffam@efi.org

3. Contractor certifies by signing and initialing below that it understands National Grid's requirements for Contractor Employee background checks as defined in "National Grid Requirements for Contractor Employee Background Checks (For National Grid Level 2 Baseline & Supplemental Requirements)", and that by engaging National Grid's approved background check provider, Accurate Background, Inc., to perform checks on its employees, the following checks will be performed:

Background Checks	As per National Grid's instructions to Accurate	Initial
a. Consent based social security number verification (CBSV) and identification verification		MH
b. I-9 and E verify to determine eligibility to work in the country		MH
c. Social Security Trace		MH
d. Seven year criminal history background checks by state, county and federal jurisdictions		MH
e. Sex offender registry search		MH
f. Seven year residential address verification		MH
g. Seven year or last three employers employment verification (new hires only)		MH
h. 5 panel drug screening		MHuffam@efi.org
i. Global watch list search		MH
j. Motor vehicle driving record check and annual renewals (if applicable)		N/A
k. Previously terminated or removed workers (Attachment A paragraph 14)		MH
l. Supplemental requirements as checked		
m.. Sub-contractor requirements		

DS  
PD

### 4. Contractors are required to utilize Accurate Inc. for background checks. Instructions for ordering background checks are contained in Attachment C.

Paul Danehy, President & CEO

*Paul Danehy*

02252020

4. Officer/Principal Name & Title

Signature

Date

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_____	_____	
5. NG Band A Name & Title	Signature	Date

**Instructions for completing Attachment B-2 – Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements**

Box 1 Name and mailing address of Company holding contract with National Grid

Box 2 Name of your company representative and requested contact information that National Grid will contact to resolve any questions or issues relating to information provided on this submission

Box 3 Your initials in the boxes (a-m) represent that these components of the background check will be completed pursuant to the requirements contained in Attachment A. Note: Components a-i are baseline requirements and must be completed for all Contractor Employees. Components j-m are supplemental as required by the nature of the work.

Box 4 Must be completed and signed, acknowledging that the contractor company is in full compliance with these requirements, and dated by an appropriate contractor representative.

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## SCHEDULE 4

### NON-DISCLOSURE AGREEMENT

**This Non-Disclosure Agreement (“Non-Disclosure Agreement”)** dated as of January 1, 2022 (the “*Effective Date*”), between Energy Federation, Inc. (“*Contractor*”), a corporation having offices at 2 Mt Royal Avenue, Suite 2-325, Marlborough, Massachusetts, 01752 and the Narragansett Electric Company, with principle offices at 280 Melrose Street, Providence, RI 02907 (“*Company*” or “*National Grid*”) each, individually, a “*Party*” and, collectively, the “*Parties*”).

### RECITALS

**WHEREAS**, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with Rhode Island Gas & Electric Program Rebate Incentive Program (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

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(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

(d) The term “*Representative(s)*” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “*Affiliate*” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “*Customer Information*” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “*Person*” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. *Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.*

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause

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its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party's or Disclosing Party's Affiliates' facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body, whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

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(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by

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applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of 7 seven years from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient or its Representatives may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that National Grid may assign this Non-Disclosure Agreement to an Affiliate of National Grid without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of

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the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

US Customer Sales & Solutions  
Attn: John Isberg  
Vice President, Customer Solutions  
40 Sylvan Rd.  
Waltham, MA 02451  
Email: John.Isberg@nationalgrid.com

To Energy Federation, Inc.

Attn: Paul Danehy  
Chief Executive Officer  
at 2 Mt Royal Avenue  
Suite 2-325  
Marlborough, Massachusetts, 01752  
Email: pdanehy@efi.org

§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement




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as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

**IN WITNESS WHEREOF**, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

**Narragansett Electric Company**

**Energy Federation, Inc.**

By:   
Name: John Isberg  
Title: Vice President, Customer Solutions

By:   
Name: Paul Danehy  
Title: CEO

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## ISA Exhibit

### **Information Security Addendum**

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum ("Addendum"). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor's Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

Some or all of the Personal Information to be collected by and/or disclosed to Contractor by National Grid is required by applicable Law (as that term is defined below) to be collected, protected, used, disclosed, and deleted in accordance with applicable Law; and certain applicable Law affords certain individuals whose Personal Information has been collected by the Parties for Business Purposes, certain rights in relation to that Personal Information.

#### **1.0 DEFINITIONS**

- 1.1 "Business Purpose" has the same meaning as set forth under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et. seq., and its implementing regulations (collectively, the "CCPA").
- 1.2 "Personal Information" means information defined as "personal information or "personal data" under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver's license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual's financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates' employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.3 "Law" means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid. Law includes state laws applicable to Personal Information Contractor receives from National Grid, including but not limited, to the Massachusetts Data Security Regulations, 201 CMR 17.00, (the "MA Security Regs") the Rhode Island Identity Theft Protection Act, R.I.G.L. § 11-49.3-1, (the

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“*RI Security Regs*”), California data security regulations, Cal. Civ. Code § 1798.81.5, (the “*CA Security Regs*”), the California Consumer Privacy Act, Cal. Civ. Code §1798.100 et. seq., and its implementing regulations, and the New York SHIELD Act, N.Y. Gen. Bus. Law § 899-bb (the “*NY Security Regs*”).

## 2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws applicable to Personal Information it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly; (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the *MA Security Regs*, *NY Security Regs*, and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and

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requirements of the *MA Security Regs*, *NY Security Regs*, and *RI Security Regs* to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid's review, at National Grid's request, (a) Contractor's WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.

- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid's Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of Personal Information (a "*Security Breach*"). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. "*Attempted Security Incidents*" means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid's data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor's failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.
- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor's security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid's Information, including Personal Information received from National Grid, or to which it provides National Grid's Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.

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- 2.12 Contractor agrees that National Grid's data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.14 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid's Confidential and/or Personal Information.
- 2.15 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid's Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.16 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor's possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.
- 2.17 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.18 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.
- 2.19 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable

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remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

**3.0 RIGHTS RELATED TO PERSONAL INFORMATION UNDER THE CCPA AND OTHER APPLICABLE LAW**

- 3.1 Contractor shall not collect, use, disclose, or retain Personal Information received from National Grid outside of providing services to National Grid or for any purpose other than the specific Purpose specified in the Non-Disclosure Agreement.
- 3.2 Contractor shall not sell any Personal Information it collects, accesses, or receives from National Grid.
- 3.3 Contractor agrees and represents that it shall comply with Applicable Laws in regard to any Personal Information that it receives, collects, maintains, uses, or discloses that is furnished or disclosed orally, in writing, electronically or in other form or media by National Grid.
- 3.4 Contractor may not combine, use, retain, or disclose Personal Information received from one or more entities to which it provides services, except as necessary to detect data security incidents, or to protect against fraudulent or illegal activity, or to comply with a valid legal request pursuant to § 1798.145(a)(1) -(a)(4) of the CCPA.
- 3.5 If Contractor receives a request to know or a request to delete, as set forth under Applicable Laws, directly from a consumer regarding Personal Information that Contractor receives, collects, maintains on behalf of National Grid, or is furnished or disclosed orally, in writing, electronically or in other form or media by National Grid or its Representatives, it shall notify National Grid of such request. If Contractor does not comply with the request, it shall explain the basis for the denial to National Grid and to the consumer. Contractor may act on behalf of National Grid pursuant to National Grid's written request and/or pursuant to the underlying Agreement between the Parties or inform the consumer that the request cannot be acted upon because the request has been sent to a service provider.
- 3.6 If a subcontractor of Contractor receives, accesses, collects, maintains, or uses National Grid Personal Information, or Personal Information is furnished or disclosed orally, in writing, electronically or in other form or media by National Grid or its Representatives, or Contractor discloses National Grid's Personal Information to a subcontractor, Contractor shall require such subcontractor(s) to agree to the same or similar restrictions and conditions that apply to Contractor under this Addendum with respect to Personal Information, or as required by Law, through a written contractual agreement. Contractor shall also require its subcontractor(s) to require the same of its third-party vendors if those vendors receive, have access to, collect or maintain National Grid data received from Contractor or where Contractor discloses such data to those vendors.
- 3.7 Contractor certifies that it understands this Addendum and the CCPA's restrictions and prohibitions on selling Personal Information and the prohibitions on collecting, retaining, using, or disclosing Personal Information. Contractor agrees that it will comply with these restrictions and prohibitions and that it will not collect, sell, retain, use, or disclose Personal Information in violation of this Addendum, the CCPA, or any other applicable Laws.

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#### **4.0 DATA SCRUBBING VERIFICATION**

- 4.1 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.
- 4.2 If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

#### **5.0 AUDIT**

- 5.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice, permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.
- 5.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 5.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

#### **6.0 MISCELLANEOUS**

- 6.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data

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transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.

- 6.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 6.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.



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**Schedule 5 Vendor Diversity Bid Form  
Exhibit One**

Purchase Order Number: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

Proposed Contract Value \$: \_\_\_\_\_

Location of the work: NE \_\_\_ NYC \_\_\_ NYLI \_\_\_ USNY \_\_\_

Bidder, \_\_\_\_\_, provides this Vendor Diversity Bid Form to National Grid as a commitment to utilize the following firms in the manner detailed in this form if awarded a contract as a result of this bid response. Further, Bidder acknowledges that should the full amounts entered below does not equal the value of the established goal(s) identified within the bidding documents, the Bidder will complete and submit to National Grid for approval the form entitled "Application for a Waiver, Reduction or Substitution of the Vendor Diversity Program Goals". Bidder also agrees that there will be no reductions, waivers or substitutions to this Vendor Diversity utilization plan without the express written consent of National Grid in the form of an approved "Application for Waiver, Reduction or Substitution of the Vendor Diversity Program Goals" form.

Corporate Goal: \_\_\_ GSA Goal: \_\_\_ (To be designated by National Grid Buyer only)

Name of Firm	Scope of Work	Contract Value		(check all that apply)							Certification Agency
		\$	%	(1) MBE	(2) WBE	(3) SBE	(4) VOB	(5) SVOB	(6) HUB	(7) SDBE	

Name of Vendor Official Submitting this bid form: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>Approved by National Grid Buyer</b> Name: _____ Date: _____ Yes _____ NO _____ Seek Waiver _____	<b>Approved by National Grid Purchasing Manager:</b> Name: _____ Date: _____ Yes _____ NO _____ Seek Waiver _____
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**KEY) 1. Minority-owned Business 2. Women-owned Business 3. Small Business 4. Veteran Owned Business 5. Service Disabled 6. Hub Zone 7. Small Disadvantaged Business 6. LGBTQ**

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# Supplier Code of Conduct

December 2021

**nationalgrid**

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Supplier Code of Conduct

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# Section one

## Supplier Code of Conduct

**National Grid lies at the heart of a transforming energy system spanning the UK and US and is committed to being a responsible business in everything we do.**

**We are at the heart of one of the greatest challenges facing our society – delivering clean energy to support our world long into the future.**

We value our relationship with you, as you play an essential part in helping create a more socially, economically, and environmentally responsible supply chain.

Our Code of Conduct sets out our expectations, values, and fundamental principles which we expect you to extend into your business and your own supply chain. We play a vital role in delivering electricity and gas to millions of people and we will always do this safely, reliably and in a fair and affordable way for all.

At National Grid, we are a purpose led organisation and how we work is as important as what we do. Responsible business is how we do business and we expect our suppliers to ensure compliance with this Code.

We expect you to carry out your business in line with the values and aspirations outlined in this document, to act in accordance with the highest ethical standards and comply with all relevant laws, regulations and licenses when working for National Grid.

Our Responsible Business Charter outlines our commitments and ambitions to lead the clean energy transition in areas where we can have the most impact on society. Working with all our stakeholders, including our supply chain, we follow principles of sustainability, equality, and accountability in all our actions.



**Vivienne Bracken**  
**Chief Procurement Officer**  
**National Grid**

## Section two

# Our Values and Ethics

**We're committed to being a responsible business in everything we do. It's enshrined in our purpose – to Bring Energy to Life.**

Our values describe what we stand for and guide our behaviour. They set the tone and shape the culture of our organisation. Every day we:

**Do the Right Thing**

- Act safely, inclusively and with integrity.
- Support and care for each other.
- Speak up, challenge and act.

**Find a Better Way**

- Work as one team to find solutions.
- Embrace learning and new ideas.
- Simplify to what really matters.

**Make it Happen**

- Be bold and act with passion and purpose.
- Take ownership to deliver to customers.
- Focus on progress over perfection.

We take pride in our reputation for working responsibly with our customers colleagues and consumers and we require the same standards from our suppliers.

At National Grid, we are committed to promoting an environment where everyone can feel comfortable raising concerns about actions or decisions, they think are unethical. We strongly believe in openness and transparency and encourage our employees and those working on our behalf to raise any concerns.

Examples of unethical behaviour may include, but are not limited to bullying, harassment, discrimination, fraud, bribery, corrupt business practices, human rights violations and any other unfair practices committed at a personal or corporate level. If you believe that an employee, contractor, or anybody else doing business with us has acted unethically or unlawfully, you must quickly bring this to our attention using the confidential helpline available on the front page.

In return, we will investigate the facts thoroughly, fairly and promptly when you raise a concern. This will be undertaken in the strictest confidence and we will not tolerate any form of retaliation or victimisation, where a concern is raised in good faith.

## Section three

# People

### **We will develop the skills to enable and accelerate the energy transition and strive to build a diverse workforce and inclusive culture.**

#### **Health and safety**

In line with our key values, ensuring the health and safety of our employees, contractors and members of the public is our number one priority at National Grid. We want to be a recognised leader in the development and operation of safe, reliable, and sustainable energy infrastructure to meet the needs of our customers and communities.

We believe that everyone in National Grid and everyone we contract with, collectively and individually, has a part to play to achieve this.

We recognise our operations give rise to risk; however, we believe through commitment, robust management, and compliance with legislation/industry best practice, we can eliminate or minimise these risks to a safe level. We expect the same commitment from our suppliers.

To work with National Grid, you must understand your health and safety responsibilities and be committed to creating an environment that is safe, healthy, and secure for all your employees, and anyone who may be affected by your undertaking. The safety of employees, contractors and members of the public is a mutual priority.

#### **Wellbeing**

Managing the wellbeing of our employees, contractors and supply chain is also one of our priorities. We know that where our people are engaged and healthy our work is more efficient, and our culture is more positive. We focus on the physical aspects of health, understanding the impact this may have on the psychological aspects of health too and we encourage you to do the same with your employees. We ensure we understand our fatigue risk, our stress risk, and that we design our workplaces and tasks around wellbeing needs, to ensure healthy and engaged employees and expect you to take the same approach to ensure wellbeing is a priority for your workforce.

#### **Respecting human rights**

National Grid requires all businesses in our supply chain to share our commitment to respecting, protecting, and promoting human rights. This includes alignment to the United Nations Guiding Principles on Business and Human Rights, The United National Global Compact Ten Principles, the core labour standards of the International Labour Organisation (ILO), the US Trafficking and Violence Protection Act 2000. The Department of State Principles of Combating Human Trafficking and the Ethical Trade Initiative (ETI) Base Code as a reference standard.

As a minimum, we expect:

- employment is freely chosen
- the right of collective bargaining
- safe and hygienic working conditions
- no use of child labour
- payment of the Real Living Wage
- no excessive working hours
- no discrimination
- regular employment
- no harsh or inhumane treatment

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In meeting these expectations, you should have a full understanding of your business operations and wider supply chain, and ensure that any potential human rights risks are assessed, managed, and mitigated. You must comply with the requirements of the Modern Slavery Act 2015, and we encourage you to publish a statement on modern slavery regardless of whether this is a legal obligation to do so. [See the Modern Slavery Statement Registry here.](#)

On request, we may require further information detailing your approach to risk assessment and evidence of how you might mitigate any identified risks in your own business and supply chain.

#### The real living wage

In the UK, National Grid has demonstrated its commitment to fair pay via accreditation with the Living Wage Foundation. This commits both National Grid and contractors working on its behalf to pay, as a minimum, the real living wage as promoted by the Living Wage Foundation.

This is defined as contractors aged over 18 who work on our sites for two or more hours a week or eight or more consecutive weeks.

This is an important principle for us, not just because it is the right thing to do, but because as a responsible business, we believe that everyone should be appropriately rewarded for the vital work we do to safely and reliably connect people to the energy they use.

The requirements of the Living Wage Foundation are mandated for all new contracts and embedded into our contract terms and conditions. We are asking for voluntary participation from suppliers within existing contracts. On request, we may require verification that the real living wage is being paid where contractually stipulated.

We expect employment agency partners to uphold the same standards of employment that we offer our direct employees and adopt the "employer pays" principle. This means that no employee of National Grid should ever have to pay to obtain access to temporary or permanent work within our organisation or supply chain.

#### The Prompt Payment Code

National Grid has demonstrated its commitment to the fair treatment of our suppliers by signing up to the Prompt Payment Code. We encourage our suppliers to adopt the principles of this code throughout their own supply chains.

[For further information please visit the government website.](#)

#### Conflict minerals

National Grid is committed to complying with Section 1502 of the Dodd-Frank Act ("Conflict Minerals Rule"), a US federal law that requires us to publicly disclose the use of conflict minerals. The term 'conflict minerals' generally refers to cassiterite (tin), coltan (tantalum), wolframite (tungsten), and gold, or derivatives of these minerals from the Democratic Republic of Congo (DRC).

Our policy is not to use products containing conflict minerals. We expect you, as a business in our supply chain, to have a policy and controls in place to monitor and prevent the use of minerals sourced illegally or unethically.

If you know, or have reason to believe, that conflict minerals may be contained within the product that you are supplying to us and these are not from recycled or scrap sources, you must exercise due diligence to determine the source and chain of custody of the conflict minerals or derivatives. You must document your efforts and make your due diligence measures available to us on request and provide us with evidence of the origin of the conflict minerals in products supplied by you to us.



## Section four Communities

**We will deliver sustainable energy safely, reliably, and affordably, ensuring no one gets left behind.**

### Supplier diversity, equity, and inclusion

We recognise that the markets in which we operate are multicultural and diverse. In turn, we need to support and develop diverse business enterprises within our communities.

It is National Grid's corporate policy to support supplier diversity. Expanding the diversity of suppliers in our supply chain is an important part of our procurement strategy. We understand the value of an inclusive supply chain that is richly diverse with ethnic, minority, women, LGBTQ, disabled, small and medium enterprises and other diverse businesses reflective of the communities we serve across the globe.

The Procurement department will develop, administer, and implement processes to address social inequalities and provide opportunities to diverse suppliers to ensure these businesses have an equal opportunity to participate in the procurement process at National Grid.

Our Global Supplier Diversity Policy outlines our commitments, and this should be understood and applied into the supply chain ensuring there is an established approach to diversity, equity, inclusion, and respect in all aspects of business.





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## Section five Economy

### We will power and heat society, and partner with regulators, our business partners, suppliers, and other key stakeholders.

#### Community and workforce resilience

Our approach to responsibility in our communities goes beyond safely maintaining the resilient energy system society expects. It is also about making sure our economic and social role in the community has the greatest possible positive impact.

We recognise the role the supply chain can play in supporting this approach and National Grid expects suppliers to understand how their activities impact their local area and wider community. We encourage them to make positive contributions and investments where appropriate, for example by providing local employment opportunities, skills, development, and workforce volunteering. We expect our suppliers to build positive relationships and minimise disruption to communities.

National Grid is committed to skills development within our own business and that of our supply chain to meet the skills gap challenges recognised as an issue in our industry. We strive for affordability and fairness, and we will develop skills for the future, with a focus on lower income communities to meet workforce resilience demands.

We expect our suppliers to support our approach to developing the workforce of the future to meet our net zero commitments and focus on formal training programs targeted in areas considered to be in short supply. This includes the use of apprentices, graduate schemes, and other development/ training programmes.

#### Resilience and business continuity

National Grid expects all businesses in our supply chain to have aligned resilience and business continuity arrangements with Crisis Management and Pandemic Plans in place. These should be tested annually to ensure that you can continue to provide your services to National Grid in the event of any disruption to your operations.

As a minimum, these resilience arrangements should consider:

- people
- premises
- process (information and technology)
- providers.

These arrangements should be reviewed and exercised on a regular basis. More detail will be provided through the procurement process and contained within individual contracts, where business continuity arrangements may be subject to review as part of the ongoing management of the contract.



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## Section six Environment

### We will enable a fair and affordable transition to a clean energy economy and reduce our own emissions.

#### Protecting the environment

At National Grid we are committed to being a responsible business, we recognise the value of the natural environment and we ensure that environmental sustainability considerations are included in our investment, procurement, and operational decisions.

We expect all our suppliers to support us in this approach and actively work towards making a positive impact on environmental factors linked to our operations. We are all responsible for protecting the environment.

As a minimum we require you to:

- comply with all legal requirements and obligations and have in place an environmental management system that is aligned to the requirements set out in standards such as ISO14001.
- act to prevent pollution which may result from your activities
- ensure that any activities that have an impact on natural habitats are conducted in a manner to protect biodiversity
- assess ways to reduce the impact of climate change on your activities by implementing mitigation and adaptation measures
- implement an environmental strategy and establish relevant metrics and targets, including, but not limited to:
  - the reduction of GHG emissions, helping us on our journey to net zero (and supporting the CDP supply chain program if requested)
  - a waste management process, aiming for zero waste sent to landfill (and if requested, report how much waste you produce)

- tracking of energy usage, using renewable sources where feasible and increasing energy efficiency where possible. Provide energy efficiency strategies upon request.
- ensuring resources are used efficiently, through good design, the use of sustainable materials, using less packaging, re-use, recovery, and recycling of materials
- seeing ways to enhance the natural value of the area for the benefit of communities and/ or the environment
- a water management process to manage related risks including current and future water stress.

Our aim is to be a leading global utility, demonstrating technical and commercial solutions to help achieve net zero for the energy sector. We have targets to reduce our own greenhouse gas emissions and continue to explore making them more ambitious. We encourage all our suppliers to align to targets that are aimed at limiting the global temperature rise to 1.5C (above pre-industrial levels).



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## Section seven Governance

**We will make sure our governance mechanisms reflect our commitments, and that the principles of responsibility guide us in everything we do.**

### **Business Ethics Standards, fraud, bribery, and corruption**

At National Grid, we are committed to our business in a fair, honest, and open way, and we expect you to be honest and fair as you conduct your business. We have a zero-tolerance approach to any type of bribery, fraud, or corrupt business practices. We expect you to have a programme in place to prevent these activities. We expect you to have procedures in place in accordance with all applicable local, state, federal or national laws or regulations.

This includes without limitation, the UK Bribery Act 2010, UK Finance Act 2017 (Criminal facilitation of Tax Evasion) and the US Foreign Corrupt Practices Act 1977.

We require you to have processes in place to protect employees who provide information related to any unfair or inappropriate business activities (whistleblowing), ensuring that you do not reveal their identity. In return, we ask that you communicate with us any business activities that could be deemed inappropriate so we can proactively work together to find resolution. In the event that we need to investigate any concerns, we expect you to fully cooperate and support/ facilitate any required investigative activity.

National Grid reserves the right to review your control procedures associated with the prevention and detection of fraud, bribery, and corrupt business practices. If we have serious concerns, whether they relate to our business or not, we will review our relationship with you.

### **Entertainment, hospitality, gifts, and cash rewards**

We require you to help enforce our rules on business rewards, such as gifts, meals, hospitality, and entertainment.

We may accept hospitality and entertainment as long as it is appropriate, has a genuine business purpose and is within the guidelines as set out in our Code of Ethics. The best way to avoid a potential conflict of interest is to avoid offering gifts, rewards, hospitality, or entertainment to our employees altogether.

We do not expect our employees to take part in any activity that would affect their judgement when dealing with you. We do not allow our staff to accept cash or cash equivalents, such as gift certificates.

Employees who directly buy goods, works or services for our business are not allowed to give or receive any gifts, hospitality or entertainment.

### **Testimonials and endorsements**

We will not give testimonials or individual company endorsements including customer feedback surveys, and you should not request them. We may provide factual references on requests for work that has been completed on our behalf.

### **Social media**

Social media is now an integral part of our society. It enables us to convey messages and opinions to a wide audience instantaneously. The messages you convey become permanent public statements reflecting upon you, your business, your clients, and customers – we must be able to recognise the perception of these actions and behaviours. We expect you to use social media in a responsible, reasonable, and respectful manner and any comments you make to align with the ethical values of National Grid.

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If your social media activity is linked in any way – or could be deemed to be related to National Grid – by our customers, key stakeholders or others, the company has a legitimate interest in what is in the content being published, whether this is posted through a business or personal account. In particular, the posting of confidential National Grid proprietary information or business secrets, discriminatory, harassing, offensive, bullying, abusive, threatening, false or misleading comments are unacceptable. No new social media channels should be created using National Grid's brand without permission from the Group Social Media Team. Don't share embargoed company announcements prior to the time and date specified, or discuss sensitive business-related topics, such as our performance, or anything to jeopardise our trade secrets, confidential company information or intellectual property.

Any breach of the above may result in action and could involve us requesting that you cease providing services to National Grid. Anyone suspected of committing a breach of this policy will be required to cooperate with our investigation.

Remember that, when you give recommendations about working with certain people you are doing this in your personal capacity, and this must be clear in the wording you use. You must not suggest that National Grid is recommending or endorsing. You cannot refer to other National Grid colleagues by name without their express consent. Your recommendation must also not refer to any National Grid proprietary information or anything else that is confidential or involves our customers.

Contractors working as contracted employees should ensure to adhere to the Group Social Media Policy on [Grid:home](#).

### Security

National Grid is committed to ensuring effective controls are in place to protect employees and company assets, including physical and intangible assets such as information.

Any significant compromise of personnel, physical, information, or IT security could result in disruption, with potentially serious economic, delivery, safety, and social consequences.

We expect all our supply chain partners to demonstrate a similar commitment to security and have at a minimum the:

- appropriate internal policies and procedures covering people (e.g. background checks), process and technology
- security controls proportionate to the risk, which support the policies and procedures
- independent accreditation and assurance that security controls are in place
- necessary controls in place to detect security anomalies
- plans defining the appropriate activities to perform to respond to security incidents and events and recover from them.

In addition, any suppliers with access to National Grid data, equipment, people or information assets will also be required to review and understand National Grid's Security Policies and align with the requirements of, or equivalent to National Grid's IT Control Set.

Any violations to National Grid's Security Policies will be investigated and appropriate action will be taken.

### Operational security

To ensure our commitment to delivering operational excellence, including excellent levels of security we will be relying on the cooperation of suppliers.

If you have been identified as a supplier who supplies us with a product or service which supports a National Grid operational system, service, or asset, we expect you to:

- agree and implement enhanced organisational and technical policies, procedures, and controls where relevant.
- work with us to provide any information requested by the pertinent authorities to ensure we are compliant with the relevant laws and regulations.

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### Data protection

Personal data should be protected fully in compliance with all relevant data protection legislation including the General Data Protection Regulations or equivalent provisions.

Data protection and privacy laws regulate the collection, storage, use, disclosure, and disposal of personal information, which can identify a living person.

We risk assess and carry out due diligence on our suppliers to ensure they meet our required standards. This may involve the collection of supplier personnel personal data, including, but not limited to the results of any background checks, names, and email addresses.

We expect you to have obtained the necessary consents from your personnel for us to receive and process this personal data.

We expect you to:

- process personal information in a fair, lawful, and transparent manner
- only collect the personal information required to fulfil the service you are providing and to not further process this information in a manner incompatible with this service
- take steps to ensure personal information remains accurate and up to date
- have a retention schedule to ensure personal information is not retained longer than is necessary
- implement organisational and technical measures to ensure the integrity and confidentiality of personal information and provide independent accreditation and assurance over the controls related to the services (i.e. ISO 27001/ SOC 1 and/ or SOC 2, or equivalent standards)
- reasonably co-operate with and assist on data protection impact assessments or compliance matters which relate to the processing activities being carried out by you on behalf of National Grid.

There is an expectation to report any breaches of National Grid data or information as a matter of urgency.

### Subcontracting and supply chain

Where allowed under the terms of the contract with National Grid to subcontract work or services to third parties, we require the following:

- prior written approval for contractors with transparent support locations
- subcontractors and third parties are informed, agree, and adhere to the provisions of this Supplier Code of Conduct and relevant agreements.
- risk assessments with proper due diligence performed
- agreement that you are responsible for all acts of any subcontractor or third parties
- provide evidence upon request that the above is taking place.

### Tax Compliance

National Grid expects its suppliers to ensure that they remain compliant with changes to UK tax law, and we will not work with suppliers who engage in any practices which may constitute tax evasion or involve workers not being taxed appropriately. For example, we expect you to have procedures in place to prevent the facilitation of tax evasion and other offences as set out in the Criminal Finances Act 2017.

We would also like to remind you of the importance of the changes to the off payroll working rules (IR35) effective from April 2021. We expect individuals involved in providing services to National Grid to be paid subject to deduction of PAYE tax. It is only permitted for individuals to provide their services via a personal service company (PSC), Sole Trader or other type of intermediary within our supply chain in exceptional circumstances.

If, in exceptional circumstances, you are providing services to National Grid which include a supply of labour through an intermediary (such as a PSC or Sole Trader), you must inform your National Grid Hiring Manager before services commence, so that compliance checks can be undertaken. If you are in any doubt as to whether a staffing arrangement you are using is affected by the off payroll working rules you should discuss this with your National Grid Hiring Manager. Failure to do so could place your organisation and National Grid at risk of being in breach of tax law, and National Grid reserves the right to require the immediate removal of any individuals found to be providing services via a PSC without approval within the supply chain.

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### Monitoring and reporting

National Grid requires you to evaluate your activities to make sure you are keeping to this Supplier Code of Conduct and adhering to its provisions throughout your work. We expect you to be able to demonstrate compliance to the principles set out in this document whilst working on behalf of National Grid.

You must have a process in place to remedy any instances of non-compliance, breaches or problems identified through audits, reviews, or inspections. You should bring to our attention immediately any significant issue, non-compliance or potential breach of legislation or regulation.

We also expect you to investigate and report any concerns or complaints you have about issues to do with breaking the law or standards which relate to our business, sub-suppliers or sub-contractors. We can then investigate and deal with these issues. We expect you to fully co-operate with us during any investigation we carry out and we do not accept any type of retaliation against any person or business who raises any concerns.

You should have suitable training in place for key personnel working with National Grid, introducing this Supplier Code of Conduct and its provisions along with your relevant policies and procedures. We may request, periodically, a letter of assurance certifying that you have complied or have brought issues to National Grid's attention in a timely manner. We may conduct an audit or ask for further information relating to any of the areas mentioned above.



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If you have any questions relating to the content of this policy, you should contact your Contract Manager where relevant. If you want to raise a concern or breach, please contact national Grid's Global Assurance Team using the details below:

## UK

**Focus helpline:** 0800 298 6231\*  
**Email:** [report@seehearspeakup.co.uk](mailto:report@seehearspeakup.co.uk)

## In-house

**Business conduct helpline:** 0800 328 7212  
**Email:** [business.conducthelp@nationalgrid.com](mailto:business.conducthelp@nationalgrid.com)

## US

**Alert line:** 1-800-465-0121\*  
Ethics Point - National Grid USA

## In-house

**Toll-free helpline:** 1-888-867-6759  
**Email:** [businessconduct@nationalgrid.com](mailto:businessconduct@nationalgrid.com)

\* (lines are open 24 hours a day, seven days a week)

National Grid plc  
National Grid House  
Warwick Technology Park  
Gallows Hill  
Warwick CV34 6DA  
United Kingdom

[nationalgrid.com](http://nationalgrid.com)

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## Schedule 7 - Software as a Service Agreement

This Software as a Service Agreement (this "**Agreement**"), effective as of January 1, 2022 (the "**Effective Date**"), is by and between The Energy Federation, Inc. , a Massachusetts not for profit corporation with offices located at 2 Mt Royal Avenue, Suite 2-325, Marlborough, Massachusetts, 01752 ("EFI"), and the Narragansett Electric Company, with principle offices at 280 Melrose Street, Providence, RI 02907 ("Company" or "National Grid"). EFI and National Grid may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, EFI provides incentive processing services that utilizes online application portals;

WHEREAS, National Grid desires to access the Services, and EFI desires to provide National Grid access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Authorized User**" means National Grid's residential and commercial customers who are authorized by National Grid to access and use the Services under the rights granted to National Grid pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

(b) "**National Grid Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of National Grid or an Authorized User through the Services.

(c) "**EFI IP**" means the Services, the Documentation, and any and all intellectual property provided to National Grid or any Authorized User in connection with the foregoing. For the avoidance of doubt, EFI IP includes Aggregated Statistics and any information, data, or other content derived from EFI's monitoring of National Grid's access to or use of the Services, but does not include National Grid Data.

(d) "**Services**" means the software-as-a-service offering described in **Exhibit A**.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on National Grid's payment of Fees and compliance with all other terms and conditions of this Agreement, EFI hereby grants National Grid a non-exclusive, non-transferable (except in compliance with (except in compliance with Section 11(g) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to National Grid's internal use.

(b) EFI reserves all rights not expressly granted to National Grid in this Agreement. Except for the limited rights and licenses expressly granted under this



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Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to National Grid or any third party any intellectual property rights or other right, title, or interest in or to the EFI IP.

Suspension. Notwithstanding anything to the contrary in this Agreement, EFI may temporarily suspend National Grid's and any Authorized User's access to any portion or all of the Services if: (i) EFI reasonably determines that (A) there is a threat or attack on any of the EFI IP; (B) National Grid's or any Authorized User's use of the EFI IP disrupts or poses a security risk to the EFI IP or to any other National Grid or vendor of EFI; (C) National Grid, or any Authorized User, is using the EFI IP for fraudulent or illegal activities; (D) subject to applicable law, National Grid has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EFI's provision of the Services to National Grid or any Authorized User is prohibited by applicable law; (ii) any vendor of EFI has suspended or terminated EFI's access to or use of any third-party services or products required to enable National Grid to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). EFI shall use commercially reasonable efforts to provide written notice of any Service Suspension to National Grid and to provide updates regarding resumption of access to the Services following any Service Suspension. EFI shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. EFI will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that National Grid or any Authorized User may incur as a result of a Service Suspension.

3. National Grid Responsibilities.

(a) General. National Grid is responsible and liable for all uses of the Services and Documentation to the extent resulting from access provided by National Grid, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, National Grid is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by National Grid will be deemed a breach of this Agreement by National Grid. National Grid shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. Confidential Information. Notwithstanding any other provision of this Agreement, the parties recognize that they will share certain confidential, proprietary, and nonpublic information ("confidential information") with each other in connection with this Agreement. Accordingly, all such confidential information exchanged by the Parties in connection with this Agreement is governed by the Non-Disclosure Agreement with the

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Information Security Addendum exhibit (ISA) dated January 20, 2021 (“NDA”). The NDA shall continue to govern the Agreement notwithstanding any expiration or termination of such NDA.”

5. Intellectual Property Ownership.

(a) EFI IP. National Grid acknowledges that, as between National Grid and EFI, EFI owns all right, title, and interest, including all intellectual property rights, in and to the EFI IP.

(b) National Grid Data. EFI acknowledges that, as between EFI and National Grid, National Grid owns all right, title, and interest, including all intellectual property rights, in and to the National Grid Data. National Grid hereby grants to EFI a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the National Grid Data and perform all acts with respect to the National Grid Data as may be necessary for EFI to provide the Services to National Grid

6. Limited Warranty and Warranty Disclaimer.

(a) EFI warrants that the Services will conform in all material respects to the service levels set forth in **Exhibit B** when accessed and used in accordance with the Documentation. EFI does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in **Exhibit B**. The remedies set forth in **Exhibit B** are National Grid's sole remedies and EFI's sole liability under the limited warranty set forth in this Section 6(a).

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6(a), THE EFI IP IS PROVIDED "AS IS" AND EFI HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDED HOWEVER THAT THE PROVIDER AGREES TO PROVIDE THE SERVICES IN ACCORDANCE WITH THE CUSTOMER'S SPECIFICATIONS AS AGREED TO IN WRITING BY THE PARTIES .EFI SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 6(a), EFI MAKES NO WARRANTY OF ANY KIND THAT THE EFI IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET NATIONAL GRID'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

7. Indemnification.

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(a) **Provider General Indemnity.**

(i) Provider agrees to defend and to indemnify and hold harmless the Customer and its Affiliates and their respective officers, directors, employees, agents, successors, and assigns (“**Customer Indemnified Parties**”) from and against any and all claims, suits, demands or causes of action made by a third party (and shall pay the reasonable attorneys' fees and court costs associated with defending such claim or suit), and any and all resulting liabilities, damages, losses, costs and expenses (including personal jury and death and property damage) brought by or for third parties (“**Customer Claims**”) to the extent that such the Customer Claims result from the acts or omissions of the Provider in connection with the Agreement; provided, however, that the Provider shall not indemnify the Customer Indemnified Parties to the extent that such the Customer Claims result from the negligence of the Customer Indemnified Parties.

(b) **Provider Infringement Indemnification.**

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, Provider IP or Documentation, or any use of such items in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 7(b)(iii) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data.

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8. Sole Remedy

Sole Remedy. THIS SECTION 7 SETS FORTH NATIONAL GRID'S SOLE REMEDIES AND EFI'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED THIRD PARTY CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

9. Limitations of Liability. IN NO EVENT WILL EFI OR NATIONAL GRID BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER EFI WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EFI'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED 2 TIMES THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID]TO EFI UNDER THIS AGREEMENT IN THE 1-YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(a) **Liability for Personal Data Breaches.** In the event of a data or security breach that is the result of the failure of the Provider to comply with the terms of this Agreement, including the ISA, the Provider shall without limitation bear the actual, reasonable costs of notifying affected individuals and providing one (1) year of commercially reasonable credit monitoring to individuals in jurisdictions where monitoring is available. The Provider and Customer will mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements.

10. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until June 30, 2023 (the "**Initial Term**"), unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of

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non-renewal at least 60 days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) EFI may terminate this Agreement, effective on written notice to National Grid, if National Grid: (A) fails to pay any amount when due hereunder, and such failure continues more than 60 days after EFI's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(b) or Section 5;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 60 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, National Grid shall immediately discontinue use of the EFI IP and, without limiting National Grid's obligations under Section 4, National Grid shall delete, destroy, or return all copies of the EFI IP and certify in writing to the EFI that the EFI IP has been deleted or destroyed. No expiration or termination will affect National Grid's obligation to pay all Fees that may have become due before such expiration or termination or entitle National Grid to any refund.

(d) Survival. This Section 10(d) and Sections 1, **Error! Reference source not found.**, 4, 5, 6(b) 7, 9, and 11 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

#### 11. Miscellaneous.

(a) **Divested Entity**. Should an Affiliate of Customer cease to be an Affiliate or cease to be owned by an Affiliate of Customer ("Divested Entity"), and if following divestment, Divested Entity requires services identical to or similar to the services it was

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receiving before divestment, the Provider shall upon NG written request provide those services (or portion of them, as directed by Customer) for the remainder of the term of the applicable Order, including any renewals, or such other shorter period as Customer may direct. The terms of a supply of services to a Divested Entity pursuant to this clause shall be the same as the terms under which the services were provided to the Divested Entity immediately prior to divestment, including in relation to Fees; but that Divested Entity shall (unless otherwise expressly agreed in writing) be entirely responsible for any and all charges and other amounts due in relation to those services from the completion of the relevant divestment, and Provider shall not look to Customer for payment of any charges associated with those services. In the event that there are any additional incremental costs and expenses in relation to the provision of services to the relevant Divested Entity, such costs and expenses shall be identified and agreed by the parties.

(b) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this.

(d) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(e) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not

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affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Rhode Island without giving effect to any choice or conflict of law provision Assignment. National Grid may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of EFI.

(h) Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(i) Export Regulation. National Grid shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any National Grid Data outside the US.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 4 or, in the case of National Grid, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

The Energy Fe  
By: Paul Danehy  
Paul Danehy, President & CEO

NATIONAL GRID  
By: John Isberg  
Name: John Isberg  
Title: VP, Sales & Solutions

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## **EXHIBIT A - SAAS AS RELATES TO INCENTIVE PROCESSING SERVICES**

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

### **A. DESCRIPTION OF SERVICES:**

EFI shall create, host, and maintain online sites (“portals”) to be used by eligible residential and commercial Authorized Users to facilitate online rebate applications for approved measures.

### **B. FEES:**

The fees for rebate processing are encompassed within the statement of work titled Rhode Island Gas & Electric Program Rebate Incentive Program Agreement dated January 1, 2022 – June 30, 2023.

For custom development not encompassed by this Scope of Work, the following hourly rates apply. Out of Scope work shall be agreed to by the parties in writing.

- Contact Center Support: \$81.00 per hour
- Program Management Support: \$95.00 per hour
- Marketing Support: \$125.00 per hour
- IT Project Manager: \$175.00 per hour
- Software Engineer: \$215.00 per hour

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**EXHIBIT B**

**SERVICE LEVELS**

Services Availability	The front door online application availability for a given calendar month shall be 99.9% (~44 minutes per month), excluding planned maintenance.
Planned Maintenance	Planned Maintenance such as security patches and upgrades shall not occur during the core production timeframe of 8:00 am-8:00 pm ET M-F. There should be at least 24 hours pre-notice for any planned maintenance.
Data Warehouse	The data warehouse used by the platform shall be refreshed daily. The user friendly interface allows the customization of high level graphical charts and tabular reports with the ability to drill down to individual measure details. Dashboards with key program data allows clients to quickly review personalized metrics and determine program health (progress) at a glance.
Contact Center Support	The portal shall present customers with a means of obtaining assistance relating to incentives by phone, e-mail, and/or live chat from 8:00 am to 8:00 pm (ET) Monday through Friday.

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Attachment C  
SOW Template Example For  
Transitional Services

NOTE: Blanks in template will be inserted with the appropriate dates as needed.

If Services are transitioned to a different service provider, EFI and Company will work with the new vendor to ensure a smooth transition and positive customer experience. This template serves a guideline for the transition project.

Phase Definitions

Full scale: Processing new submissions, handling NCAs, performing billings, accepting and following up on calls and ad hoc requests and invoicing clients

Transition: Processing rebates in queue (no new submissions), existing NCAs, perform billings, accepting calls, ad hoc requests and invoicing

Cleanup: Questions from PAs, the new vendor and customers escalations on applications, and ad hoc data requests

1. Processing Tasks

EFI will process all applications sent and in queue postmarked through \_\_\_\_\_. EFI will process and invoice any final rebates by the end of \_\_\_\_\_. EFI will charge management fees in \_\_\_\_\_.

- a) EFI will update the portal for 20\_\_ measures and keep the online portal open through \_\_\_\_\_. If a new vendor is selected, the new vendor will launch their site on \_\_\_\_\_. PAs must update their program websites to direct customers to the new vendor's URL for online submissions. EFI will also have a link to forward incentive submissions and a message on their webpage saying website is no longer valid, please click this link (to go to new vendor's portal). EFI site will not accept workflow.
- b) EFI will provide the new vendor access to Tableau by \_\_\_\_\_ and provide several hours of training by \_\_\_\_\_. EFI will use commercially reasonable efforts to provide the most-up-to-date and accurate customer data to which the Program Administrators currently have access.
- c) The new vendor will begin processing new applications submitted to them beginning \_\_\_\_\_. The new vendor will be set up to handle 20\_\_ and 20\_\_ measures. This would be necessary as they will continue to receive prior year applications throughout 20\_\_. The new vendor would need to be set up to handle these for the best customer experience.
- d) EFI will begin forwarding all mail on \_\_\_\_\_ to new vendor in no more than 3 days from receipt.

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- e) Starting \_\_\_\_\_ the new vendor will complete any outstanding existing NCA's and complete the rebate processing for these NCA's. Starting \_\_\_\_\_, new vendor will process any 20\_\_ applications forwarded from EFI.
- f) EFI will provide transitional functions thru \_\_\_\_\_. Call center and customer services will be in effect during this time period.
- g) EFI will provide clean-up functions thru \_\_\_\_\_.

If applicable EFI will remove the PA's funding cap for prepaying funds, effective \_\_\_\_\_ .

2. Transitional and Clean-Up Costs

- a. The EFI transitional costs are provided in Exhibit \_\_\_\_ (Note: Transitional and Clean-Up Costs to be negotiated). Many of these services are optional at the request of the PAs, but there are some that will be required, including shutting down the websites. The costs provided are per program and then are multiplied by the number of programs in each state. The costs for transition do not include the monthly management fee. The management fee shuts off when processing new applications & invoicing stops.
- b. Tableau training of the new vendor costs \$XX/hour. Annual Tableau per user license fee is \$XXXX/user per year.
- c. If EFI is requested to extend the transitional services monthly beyond the \_\_\_\_ end-date, there will be new rates in effect \_\_\_\_\_. The month-to-month rates would be higher due to the need to cover an unpredictable staffing model and staffing needs to cover unpredictable volume over that period. If activities such as billing and invoicing are necessary during that extended period of time then EFI would need to allocate resources for those functions which are not tied to rebate volume specifically (i.e., a billing and invoicing process takes the same amount of time for 1 rebate as it does for 1,000 rebates). EFI's processing fee and management rates would up to double current active fees during the month-to-month period if necessary.

**CONSULTING SERVICES AGREEMENT**

This Agreement, made and entered into effective January 1, 2012, by and between [REDACTED]

[REDACTED]

[REDACTED] The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280 Melrose Street, Providence, Rhode Island 02907 each a National Grid company (the "National Grid Companies" and each, individually, a "National Grid Company")(Purchaser) and Lockheed Martin Services, Inc ("Consultant"), having its principal place of business at 2275 Research Blvd, Rockville, MD 20850 for the Services identified as:

**Field Support and Outreach Services for [REDACTED] & RI ENERGY STAR® Consumer Products Initiative**  
**Purchase Order Nos. [REDACTED] 164410 (RI)**

**Implementation of National Grid School Fundraiser Program in [REDACTED] RI**

**GasNetworks Field Implementation Services for Residential Products Rebate Program in [REDACTED] RI & Commercial Food Service Equipment Rebate Program in [REDACTED] RI**

ARTICLE 1 - SCOPE OF SERVICES

The Consultant hereby agrees to provide all materials, equipment, apparatus, tools, labor, services and facilities and everything incidental, requisite and proper to perform services for the National Grid ENERGY STAR Consumer Products Initiative Field Support and Outreach Services, the National Grid School Fundraiser Program and the National Grid portion of the GasNetworks Field Implementation Services for Residential Products Rebate Program & Commercial Food Service Equipment Rebate Program, all in accordance with this Agreement and its attachments, including without limitation any relevant Purchase Order(s) issued hereunder.

## ARTICLE 2 - CONTRACT DOCUMENTS

The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, are incorporated by reference as if fully set forth herein. All component parts, hereinafter referred to collectively and individually as the "Contract Documents" or "Agreement", are intended to be complementary and contain the entire agreement between the parties. In the event of conflict between the documents, they are listed in descending order of precedence.

1. Schedule A: Time & Material Rates for 2012 & 2013
2. Schedule B: National Grid USA and Affiliated Companies Terms and Conditions for Consulting Services, Document No. 00400 (rev. 06/25/09) as modified
3. Schedule C: Scopes of Work and Pricing
4. Schedule D: Background Check Requirements Level 2 dated 07/21/10
5. Schedule E: Non-Disclosure Agreement with Information Security Addendum dated 5/18/2010

## ARTICLE 3 - SCHEDULE

Any work to be performed under this Agreement shall be commenced on the date specified in the relevant Scopes of Work and Pricing Schedule prepared by the Consultant, and shall be completed in accordance with the schedule developed by the Consultant and accepted by the Purchaser. The Consultant shall prepare and provide updated schedules as requested by the Purchaser.

## ARTICLE 4 - CONTRACT PRICE

The contract price for the work shall be specified in the relevant Project-Specific Cost and Schedule Proposal. The contract price shall be all inclusive for the work required by the relevant project cost and schedule in accordance with all the Contract Documents.

Pricing shall be firm and effective January 1, 2011 through December 31, 2013 ("Term"). Pricing shall be effective for new work being performed under this new contract. Purchaser reserves the

right to renegotiate pricing if there is a significant change in program activity. In the event of any significant price increases incurred by Consultant during the Agreement term, Consultant may submit changes to pricing which must contain sufficient justification for consideration by Purchaser. Any new pricing will be negotiated and mutually agreed to by the parties. This Agreement must then be modified in writing accordingly.

ARTICLE 5 - PAYMENTS

The Consultant shall submit invoices for work completed during the billing period or in accordance with the payment milestones otherwise stipulated in the relevant Scope of Services. All invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in the Terms and Conditions and Supplemental Terms and Conditions, if any.

All invoices for GasNetworks goods and services shall be mailed and addressed as follows:

Mail to:

Address to:

Ms. Stephanie Terach

Mr. Michael Plasski

NSTAR Electric & Gass Corporation

River Energy Consultants Corp.

One NSTAR Way, SW-360

271 Albany Street

Westwood, MA 02090-9230

Fall River, MA 02720

Stephanie Terach will forward the invoice with payment allocations for each of the participating GasNetworks utilities to River Energy Consultants who will then pay Lockheed Martin and invoice each of the utilities for their portion of the invoice.

ARTICLE 6 – NOTICES

Notices required or permitted under this Agreement shall be addressed to:

**Consultant:**

**Purchaser:**

Lockheed Martin Services, Inc.

National Grid

2275 Research Blvd

40 Sylvan Rd

Rockville, MD 20850

Waltham, MA 02451

Attention: Dennis Nixon

Attention: John Spring

#### ARTICLE 7 – SEVERAL LIABILITY

The rights and obligations of each National Grid Company in connection herewith shall be several and not joint. Any claims Consultant may have against a Purchaser under a particular Purchase Order, including without limitation any claims for payment or claims based on damages or other liability, may apply only to such individual National Grid Company, and may not be sought from any other National Grid Companies, regardless of whether they are Purchasers under other Purchase Orders. Consultant hereby explicitly waives any right it may have for recovery against any National Grid Company other than the National Grid Company identified as the Purchaser on a particular Purchase Order, for all matters arising out of or connected to such individual Purchase Order.

#### ARTICLE 8 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the National Grid Companies and the Consultant, with respect to the Services specified and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

#### ARTICLE 9 – ADDITIONAL NATIONAL GRID COMPANIES

With the approval of the National Grid Companies, any current or future affiliate of such companies may become a party to this Agreement at its discretion. Consultant agrees that it shall execute any documents, including any amendments to this Agreement or any letter of acknowledgement that such affiliate reasonably believes to be necessary to effect its inclusion as a party under this Agreement. Once included as a party, such affiliate may exercise all rights afforded to the National Grid Companies under this Agreement.

#### ARTICLE 10 – TERM OF THE AGREEMENT

The Agreement shall be effective on January 1, 2012 through December 31, 2013 unless terminated, or canceled, pursuant to the provisions of the Terms and Conditions and Supplemental



Terms and Conditions, if any.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

LOCKHEED MARTIN SERVICES, INC.

NATIONAL GRID COMPANIES

Massachusetts Electric Company  
Nantucket Electric Company  
Boston Gas Company  
Colonial Gas Company  
Essex Gas Company  
Nantucket Electric Company

By:   
Dennis W. Nixon

By: 

Title: Contracts Manager

Title: Global Procurement

Date: 2/17/2012

Date: 2/17/2012

Contract Document attachments:



Lockheed Contract Documents.zip

**NON-DISCLOSURE AGREEMENT**

This agreement (“Agreement”) dated as of January 1, 2012 (the “*Effective Date*”), between **Lockheed Martin Services, Inc.**, a Delaware [corporation] and [REDACTED] (each a National Grid company or the “Company”) (each, individually, a “*Party*” and, collectively, the “*Parties*”).

**WHEREAS**, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

**WHEREAS**, the Parties desire to disclose Information to each other in connection with **National Grid Field Support and Outreach Services for the [REDACTED] RI EnergyStar Consumer Products Initiative and GasNetworks Field Implementation Services for Residential Rebate Program & Commercial Food Service Rebate Program** (the “*Purpose*”); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Affiliates in connection with such Purpose, subject to the terms and conditions of this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Definitions.

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed by the Disclosing Party or its Affiliates (or its or its Affiliates’ agents, servants, contractors, representatives, or employees) to the Recipient or its Representatives (as such term is defined below) in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above; and

(iii) The fact that this Agreement exists, that Information has been or may be disclosed pursuant

to this Agreement, and/or that the Recipients or their Affiliates may be considering a potential transaction (including the status thereof).

(b) The term “*Recipient*” means a Party to whom the other Party discloses Information in its possession.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession to a Recipient.

(d) The term “*Representative(s)*” means the Affiliates of a Recipient and the officers, directors, employees, contractors, and representatives of such Recipient and its Affiliates.

(e) The term “*Affiliate*” shall mean any person controlling, controlled by, or under common control with, any other person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person.

§2. Permitted Disclosure. Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and shall not divulge Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Agreement and agrees to observe and comply with the obligations of the Recipient under this Agreement with regard to such Information. The Recipient shall be responsible hereunder for any breach of the terms of this Agreement to the extent caused by its Representatives.

§3. Exclusions from Application.

(a) This Agreement shall not apply to Information that,

(i) at the time of disclosure to the Recipient, is in the public domain, or thereafter enters the public domain without any breach of this Agreement by the Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Affiliates prior to its disclosure by the Disclosing Party to Recipient hereunder,

(iii) is rightfully acquired by Recipient or its Affiliate(s) from a third party who is not under any

obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Affiliates independently of the Information disclosed to it (as evidenced by written documentation.)

§4. Production of Information. The Recipient agrees that if it is required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of the Disclosing Party's Information, it shall provide the Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient (or any Representative of the Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, the Recipient may disclose that portion of the Information which its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Agreement. In any event, the Recipient will use reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and will not oppose any action by, and will reasonably cooperate with, the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Personal Information. If and to the extent Personal Information (defined in Exhibit A) is disclosed by the Company to the Recipient, the attached Information Security Addendum (attached hereto as Exhibit A) shall apply and shall be incorporated herein and made apart of this Agreement.

§6. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by the Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without the Disclosing Party's prior written consent.

§7. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy, completeness or reliability of any Information disclosed hereunder. Disclosing Party, its directors, managers, officers, and employees shall have no liability whatsoever with respect to the use of, or reliance upon, the Information by the Recipient or its Affiliates. Recipient shall not acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient, under any trademark, patent, or other intellectual property right, is either granted or implied by the conveying of Information to the Recipient.

§8. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to the Disclosing Party, or destroy (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within 30 days of a written request by the Disclosing Party. The foregoing notwithstanding, Recipient may retain one copy of such Information for archival purposes only and subject to compliance with the terms of this Agreement.

§9. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Agreement. Neither this Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as said discussions or work do not result in the disclosure of Information in violation of the terms of this Agreement. The terms of this Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§10. Term and Termination. Recipient's duties of confidentiality as set forth herein shall have a term of three (3) years from the Effective Date (the "Term"). Either Party may terminate this Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive for the Term for all Information disclosed prior to such termination.

§11. Injunctive Relief. The Parties acknowledge that a breach of this Agreement by Recipient may cause irreparable harm to the Disclosing Party for which money damages would be inadequate and would entitle the Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§12. Governing Law; Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the [Commonwealth of Massachusetts][State of New York] without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the [Commonwealth of Massachusetts][State of New York] for the purpose of interpretation and enforcement of this Agreement.

§13. Amendments. This Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of both Parties to this Agreement.

§14. Assignment. This Agreement may not be assigned without the express written consent of both Parties hereto; provided, however, that either Party may assign this Agreement to an Affiliate without the other Party's consent.

§15. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations with respect to such subject matter, either oral or written, are hereby annulled and superseded.

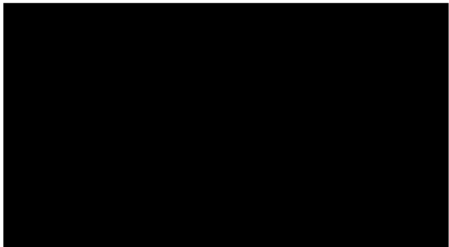
§17. Consents and Waivers. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of

the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

§19. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Agreement or any discussions between the Parties regarding the Purpose without the prior written consent of the other Party, such consent not to be unreasonably withheld.

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the Parties as of the date first above written.



Lockheed Martin Services, Inc.

By: [Signature]  
Name: John Spring  
Title: Global Procurement

By: [Signature]  
Name: Dennis W. Nixon  
Title: Contracts Manager

## Exhibit A

### Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum ("Addendum"). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Agreement.

#### 1.0 Definitions:

- 1.1 "Personal Information" – Information that identifies a specific person, including but not limited to home and work addresses; telephone numbers, e-mail addresses; social security numbers; birthdates, gender; marital status; driver's license numbers or other driver identification data; personnel records; customer account information; financial account information; credit related information including but not limited to credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual's financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of Disclosing Party's and its affiliates' employees, officers, directors, subcontractors, agents, and customers, as may be defined by state and/or federal statutes and regulations and/or Disclosing Party policies or practices. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.

#### 2.0 SECURITY

- 2.1 Recipient shall not, directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation any Personal Information, except with the written permission of Company.
- 2.2 All records pertaining to the Personal Information, whether developed by the Recipient or others, are and shall remain the property of Company;
- 2.3 Recipient shall adopt, implement and maintain security procedures sufficient to protect from improper disclosure or use all Personal Information. Such security procedures shall be reasonably acceptable to Company and in compliance with all applicable statutory and regulatory requirements. As of March 1, 2010, Recipient shall have adopted a written information security program ("WISP") consistent with the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the "MA Security Regs") to govern the protection of all Personal Information. Recipient maintains on behalf of Company, and Recipient agrees to apply the standards and requirements of the MA Security Regs to all such Personal Information, regardless of the jurisdiction in which the subject of the Personal Information resides. During the term of this Agreement and for a period of seven years thereafter, Recipient shall maintain, and provide for Company's review, at Company's request, (a) Recipient's WISP and (b) other applicable security program documents, including its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Privacy Laws, including the MA Security Regs. Recipient shall provide Company with any amendments to such policies or programs, and

any new policies or programs related to information privacy and security as may be adopted by Recipient from time to time, within thirty (30) days after the adoption of any such amendment, policy or program.

- 2.4 Recipient shall notify Company immediately and in writing of any actual or attempted unauthorized possession, use, or knowledge of the Personal Information. Recipient shall promptly and in writing provide Company with full details of the actual or attempted unauthorized possession, use, or knowledge, and shall use reasonable efforts to prevent a recurrence thereof. Company, or its designated agent, shall have the right, upon reasonable notice to Recipient, to complete a review of Recipient's security measures and ensure that unauthorized access to Personal Information has been eliminated. Recipient's failure to comply with this Article 2.4 shall be considered a material breach of the Agreement, for which no cure period shall apply.
- 2.5 Recipient shall notify Company immediately and in writing if it becomes aware of a vulnerability that could create a risk of unauthorized access to the Personal Information, and shall work with Company to mitigate such risk.
- 2.6 Recipient shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven years thereafter, regular business hours and upon reasonable notice, permit Company or its representatives to perform audits of Recipient's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Recipient's compliance with this Addendum, (b) Recipient's compliance with all applicable regulations and laws, and (c) Recipient's financial and operational viability, including but not limited to Recipient's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.
- 2.7 Recipient shall have a process for managing both minor and major security incidents. Recipient shall report security incidents to the Company. Recipient shall cooperate with and follow the instructions of Company in responding to any such incident related to Personal Information that was provided to Recipient by Company, or by Company employees, agents or customers, hereunder. Recipient incidents include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting Company data and services, physical security breaches into facilities directly responsible for supporting Company data and services, and other directed attacks on systems directly responsible for supporting Company data and services.
- 2.8 Recipient understands the extremely sensitive nature of the Personal Information shared, and acknowledges that Company would suffer irreparable harm, for which damages would not be an adequate remedy, if Company's Personal Information were improperly disclosed. Recipient therefore agrees that Company shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.9 Recipient further agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Recipient's possession and when being transmitted from Recipient or received by Recipient. Without limiting any other obligations under any agreement entered into between the Parties, Recipient agrees that it shall defend, indemnify and hold harmless Company and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns from and against any and all losses, claims, demands, and/or liability, including reasonable legal costs, arising out of or related to any improper disclosure of Personal Information in the possession of Recipient or any party under its control including disclosures resulting from any security breach or encryption failure in the transmission



of such Personal Information caused by Recipient's negligent acts or omissions except to the extent caused by the negligence of Company.

- 2.10 In the event that the Recipient fails to fulfill the above obligations or in the event that such appears to be an imminent possibility, Company shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

### **3.0 DATA SCRUBBING VERIFICATION**

- 3.1 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Recipient shall return to Company all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to Company's procurement agent. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, the Recipient shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to Company's procurement agent, and providing Company with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the Company's data handling standards and industry best practices for the disposal/destruction of sensitive data.

### **4.0 Miscellaneous**

- 4.1 The Recipient hereby assigns to Company all right, title, and interest in and to (including the sole right to obtain patents or copyrights on) any work, expression, invention, idea, discovery, improvement, or development, whether or not patentable, which may be conceived or made by the undersigned during the course of its work under any agreement between the Parties in connection with the Purpose. In addition, the Recipient shall execute all documents and, at the request and expense of Company, do all things necessary and proper in order to apply for or obtain patent(s) in the name of Company covering such work, expression, invention, idea, discovery, improvement, or development or in order to vest title thereto in Company;
- 4.2 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

## Amendment "12" Scope of Work (SOW)

1. Retailer Outreach: This amendment is to reflect the addition of HVAC measures across all fuels including electric, oil and propane. The core scope of work (tasks) to be performed by LM Staff will include the following:

- A. Placing of POP
  - a. Rebate forms
  - b. Signage and other Program material
- B. Retail Sales Associate training
- C. Monitoring compliance with promotional agreements.
- D. Effective placement and maintenance of POP material.
  - i. Home Depot
  - ii. Lowes
  - iii. Hardware stores
  - iv. Independent appliance dealers
  - v. Etc....
- E. Hot Line Support
- F. Instant rebate support (if applicable)
- G. Special events
  - a. Example: Table events

2. Reporting--Tracking

Monthly and Annual

To be included in the currently submitted reports.

- Survey/Inventory
  - a. Surveys to include electric, gas, oil and propane equipment

**2019 Rate Schedule**

Funding 2019 Extension: 1.7% Increase over 2018	T&M Funding 2019		PMO Funding 2019		Totals
	Type	2019	Type	2019	T&M + PMO
<b>Electric</b>					
National Grid-MA	T&M	\$799,877	PMO	\$137,109	\$936,985
National Grid-RI	T&M	\$334,948	PMO	\$57,414	\$392,362
<b>School Fundraiser: MA</b>					
School Fundraiser: MA	T&M	\$59,873	PMO	\$11,018	\$70,891
School Fundraiser: RI	T&M	\$53,850	PMO	\$10,450	\$64,300
<b>GAS</b>					
National Grid-Gas Networks MA	T&M	\$126,488	PMO	\$33,200	\$159,688
National Grid-Gas Networks RI	T&M	\$34,435	PMO	\$9,948	\$44,383
		<b>\$1,409,470</b>		<b>\$259,139</b>	

Labor Category	2019 T&M Rates
Analyst	75.09
Account Lead	53.81
Call Center Manager	66.34
Call Center Representative	31.87
Field Manager	79.27
Field Team Representative	41.99
Field Team Representative II	55.48
IT I	71.62
IT II	92.10
IT III	110.08
IT IV	150.01
National Accounts Manager	125.78
Operations Coordinator	64.96
Program Manager	84.36
Program Manager II	117.15
Promotions Manager	69.53
Senior Evaluator	93.93
Special Projects Coordinator	64.29
Special Projects Supervisor	55.67
Support Clerk II	32.54
Technical Advisor	88.15

**AMENDMENT 12  
To  
AGREEMENT  
between  
National Grid  
and  
Lockheed Martin ("Contractor")**

This Amendment (the "Amendment") effective as of January 1, 2019, amends the agreement related to the **Lighting and Consumer Products Field Support** between Lockheed Martin ("Contractor") and National Grid dated January 1, 2012 and will be for a revision to the Contract term due to an extension for one year.

WHEREAS, the parties intend to modify the Agreement as described in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto amend the Agreement as follows:

- 1. The Parties hereto acknowledge and agree that the Agreement remains in effect and shall continue through date December 31, 2019 with no further modifications to the contract.

**All other terms and conditions in the Contract, not amended above, will remain in effect. The parties have caused this Amendment to be executed by their respective duly authorized agents effective as of the date shown above.**



**The Narragansett Electric Company**

denise.  
delaney@  
By: nationalgrid.com

Digitally signed by: denise.  
delaney@nationalgrid.com  
DN: CN = denise,  
delaney@nationalgrid.com  
Date: 2018.12.28 10:15:28 -04'00'

**Lockheed Martin Corporation**

By: Cris Timmons

Name: Cris Timmons

Title:

Title: Contract Negotiator Sr. Staff

Date: \_\_\_\_\_

Date: 12/28/2018

# **MASTER SERVICES AGREEMENT**

## **Energy Efficiency Services**

**BETWEEN**

**NATIONAL GRID USA SERVICE COMPANY, INC.**

**AND**

**TRC Environmental Corporation**

**Prepared by: Denise Delaney**

v.4.0 2182019

## **MASTER SERVICES AGREEMENT**

### **Energy Efficiency Services**

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1. Master Services Agreement – Front End
2. Schedule A – Supplemental Conditions
3. Schedule B – Master Services Terms & Conditions for Consulting Services Form 00450 (Rev. January 26, 2020) (“Terms & Conditions”)
4. Schedule C – Non-Disclosure Agreement including Information Security Addendum
5. Schedule D – Rate Cards (if applicable)
6. Schedule E – Project Statement Template, including Project Cost Form
8. Schedule I – Project Change Form Template
9. Schedule G – Background Check Requirements – National Grid Level 2 (including Attachment C)

## MASTER SERVICES AGREEMENT

### Energy Efficiency Services

This Master Services Agreement, including the Contract Documents listed in Article 11 below, (“Agreement”), is effective as of January 1, 2020 (“Effective Date”), by and between National Grid USA Service Company, Inc., with principal offices at 40 Sylvan Road, Waltham, MA 02451, (“National Grid”), and TRC Environmental Corporation, having a place of business at 21 Griffin Road, North Windsor, CT 06095-1512 (“Consultant”), for the provision of services by Consultant for and on behalf of National Grid pursuant to individual Project Statements agreed between the parties from time to time in accordance with the terms of this Agreement (collectively, the “Services”).

#### ARTICLE 1 - SCOPE OF AGREEMENT

This Agreement sets out the general terms and conditions pursuant to which Consultant shall provide the Services to National Grid. Consultant shall only be permitted to perform work under this Agreement in the following categories:

#### *Energy Efficiency Services*

The parties acknowledge and agree that this Agreement does not commit National Grid to appoint Consultant to provide any services nor does it commit Consultant to provide any services to National Grid, unless agreed between the parties in writing and set out in a Project Statement in accordance with Article 3 below.

#### ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and shall continue in full force and effect until December 31, 2024 unless earlier terminated pursuant to the terms and conditions of this Agreement.

The parties may elect to extend the Agreement beyond December 31, 2024 by separate agreement in writing. Any such renewal will be subject to the same terms and conditions as set out in this

Agreement, unless otherwise agreed in writing by the parties.

### ARTICLE 3 – PROJECT STATEMENTS

National Grid shall notify Consultant on each occasion that it wishes Consultant to undertake specific services under this Agreement and, if Consultant agrees to undertake such services, the parties shall prepare and execute an individual statement of work in the format set out in Schedule E (Project Statement Template) (each a “Project Statement”).

Each Project Statement shall include a completed pricing schedule in the format set out in Schedule E, Exhibit 1 (“Project Cost Form”), or such other format as may be notified by National Grid to Consultant for a specific Project. For the avoidance of doubt, the Project Cost Form attached to the Project Statement forms part of the Project Statement.

For the purposes of this Agreement, each set of Services undertaken by Consultant under a Project Statement, together with any related Deliverables, shall be referred to as a “Project”.

Each Project Statement executed by the parties shall be a material addendum to this Agreement and the provisions of this Agreement shall apply thereto. Consultant hereby agrees to perform the Services and the Deliverables specified in each Project Statement, in accordance with the terms and conditions of this Agreement.

### ARTICLE 4 – TIMING OF PROJECTS

The Services to be performed by Consultant under each Project Statement shall commence and conclude on the dates specified in that Project Statement, unless the Project Statement is earlier terminated in accordance with the terms and conditions of this Agreement.

For the avoidance of doubt, if a Project Statement is terminated by either party in accordance with the termination provisions of this Agreement:

- (a) any other Project Statements currently in effect under this Agreement shall continue in full force and effect until they expire or are terminated under this Agreement; and
- (b) this Agreement (excluding the terminated Project Statement) shall continue in full force



and effect until its expiration or earlier termination.

#### ARTICLE 5 – PROJECT COSTS

Consultant shall be compensated for the performance of the Services and the Deliverables for each Project as specified in the relevant Project Statement, including the Project Cost Form.

Where a Project is being performed on a time and materials basis, Consultant shall provide an estimate of all applicable fees and expenses in the Project Statement. Where applicable, Consultant shall apply the rate cards set out in Schedule D (Rate Cards) in calculating labor fees. Consultant shall invoice National Grid for actual fees and expenses incurred, provided that Consultant shall not exceed any estimate in the Project Statement unless prior agreed in writing.

Where a Project is being performed on a fixed fee basis, Consultant shall set out the fixed amount in the Project Statement and shall not exceed such amount unless prior agreed in writing.

National Grid shall reimburse Consultant for the reasonable business expenses set out below, where such expenses are necessary in order to provide the Services and provided Consultant has provided an estimate of such expenses in the relevant Project Statement:

- air, train or bus travel at coach class fares;
- rental vehicle charges;
- lodging on business travel at preferred hotels (having agreements with National Grid);
- vehicular travel at the U.S. government Federal mileage rate;
- tolls and parking;
- taxi fares; and
- business meals on business travel (subject to a USD\$75 per person/per day maximum, including applicable taxes and tips).

Consultant shall not apply any mark-up to expenses or direct costs under any Project Statement.

#### ARTICLE 6 – INVOICING & PAYMENTS

Consultant shall submit invoices on a Project Statement-specific basis each month to cover the fees, costs and expenses incurred for that portion of the Services performed under the Project

Statement during the preceding month, unless an alternate invoicing arrangement for a specific Project is agreed in the relevant Project Statement.

Consultant shall be paid for invoices within net thirty (30) days of receipt, but only to the extent such invoices comply with the invoicing requirements set out in the Contract Documents.

All invoices shall be submitted and payments made in accordance with and subject to the Terms and Conditions. Consultant shall send invoices for each Project to National Grid, 300 Erie Boulevard West, Syracuse, NY 13202-4250, Attn: Accounts Payable, with a copy via email to the nominated National Grid Project Manager for the Project.

Each invoice must include the relevant National Grid Purchase Order Number and the National Grid Project ID.

Consultant shall not be entitled to invoice, nor receive payment from, National Grid, in relation to any amounts under any invoice, unless the invoice contains all information required by the National Grid Program Manager to verify and approve the services performed by the Consultant. If there is any deficiency in the information provided, National Grid may request that Consultant re-issue its invoice and accompanying information to correct the deficiency and enable processing of payment of the deficient portion of the invoice.

#### ARTICLE 7 – CHANGES TO PROJECT STATEMENTS

The parties shall manage any proposed changes to the scope, cost, timing or other elements of a Project Statement using the change form set out in Schedule I (Project Change Form).

If either party wishes to propose such a change, it shall notify the project manager for the other party (as named in the relevant Project Statement) and the parties shall complete the information required by the Project Change Form in order to enable consideration of the change.

If the parties then agree to implement the change, they shall authorize the same by signing the Project Change Form. The Project Statement shall then be deemed to be amended in the manner specified in the executed Project Change Form from the effective date stated therein.

Unless and until a Project Change Form is signed by both parties, Consultant shall continue to perform the Services under the relevant Project Statement in accordance with the existing terms of that Project Statement.

Consultant acknowledges and agrees that fees and expenses incurred with respect to any work that is outside the scope of a Project Statement, in the absence of an accepted and signed Project Change Form, shall be at Consultant's sole risk and expense.

#### ARTICLE 8 – NOTICES

Notices required or permitted under this Agreement shall be addressed to:

**Consultant:**

TRC Environmental Corporation  
21 Griffin Road  
North Windsor Road  
Attention: Cris Timmons

**National Grid:**

National Grid  
40 Sylvan Road  
Waltham, MA02451  
Attention: Bobby Yarnie or Louis Rizzo

#### ARTICLE 9 – ADDITIONAL NATIONAL GRID COMPANIES

With the approval of National Grid, any current or future U.S. affiliate of National Grid may become a party to this Agreement at its discretion, subject to satisfactory completion of Consultant's client acceptance policies and procedures. Consultant agrees that it shall execute any documents, including any amendment to this Agreement, or any letter of acknowledgement, that such U.S. affiliate reasonably believes to be necessary to effect its inclusion as a party under this Agreement. Once included as a party, such affiliate may exercise all rights afforded to National Grid under this Agreement.

#### ARTICLE 10 – SEVERAL LIABILITY

The rights and obligations of each National Grid company in connection with this Agreement shall be several and not joint. Any claims Consultant may have against a National Grid company under this Agreement, including without limitation any claims for payment or claims based on damages or other liability, may apply only to such individual National Grid company, and may

not be sought from any other National Grid companies, regardless of whether they are companies under other agreements. Consultant hereby explicitly waives any right it may have for recovery against any National Grid company other than the National Grid entity identified as the company on a particular agreement, for all matters arising out of or connected to such agreement.

#### ARTICLE 11 - CONTRACT DOCUMENTS

The following documents, including all exhibits or attachments thereto, are incorporated into this Agreement by reference as if fully set forth herein. All documents below, referred to collectively and individually as the "Contract Documents" or "Agreement", are intended to be complementary and contain the entire agreement between the parties with respect to its subject matter and supersede all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing, with respect thereto.

In the event of conflict between the documents comprising this Agreement, they are listed below in descending order of precedence:

1. This Master Services Agreement
2. Schedule A: Supplemental Conditions to the Terms & Conditions;
3. Schedule B: Master Services Terms & Conditions for Consulting Services Form 00450 (Rev. January 26, 2020) ("Terms & Conditions")
4. Schedule C: Non-Disclosure Agreement Information Security Addendum;
5. Schedule D: Rate Cards;
6. Schedule E: Project Statement Template, including Project Cost Form;
8. Schedule I: Project Change Form Template; and
9. Schedule G: Background Check Requirements - Level 2 Requirements.

In the event of any inconsistency between the terms in a Project Statement and the terms of this Agreement, the terms of this Agreement shall apply, to the extent of the inconsistency.

#### ARTICLE 12 - ENTIRE AGREEMENT

12.1 This Agreement, including all Contract Documents, constitutes the entire agreement

between National Grid and Consultant, with respect to the Projects and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the parties.

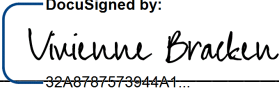
12.2 National Grid and Consultant hereby acknowledge and agree that:

- (a) from the Effective Date, this Agreement supersedes and replaces in its entirety, the Assignment Agreement for the individual Consultant Services Agreement for Field Support and Outreach services for the MA & RI Energy Star consumer products initiative which was entered by National Grid and Consultant with effect from November 18, 2019;
- (b) the Individual Consultant Services Agreement referenced in the Assignment Agreement shall be deemed to be terminated by mutual consent with effect from the Effective Date of this Agreement;
- (c) notwithstanding the termination provisions of the Individual Consultant Services Agreement, no early termination payments or penalties of any kind shall be required to be made by National Grid to Consultant in respect of the early termination of the Individual Consultant Services Agreement; and
- (d) a new Project Statement or Project Statements referencing this Agreement, and which set out the Services and Deliverables to be provided by Consultant under this Agreement from the Effective Date, shall be executed by the parties contemporaneously with this Agreement and shall thereafter be deemed to be incorporated herein. For the avoidance of doubt, the parties may also agree to incorporate additional Project Statements during the term of this Agreement.

*[Signatures appear on next page]*

**IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representatives on the day and year set forth below:**

**NATIONAL GRID USA SERVICE  
COMPANY, INC.**

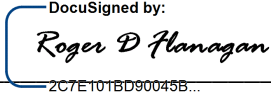
Signature:   
32A8787573944A1...

Name: vivienne bracken

Title: CPO

Date: 06 August 2020 | 5:35 AM EDT

**TRC ENVIRONMENTAL CORPORATION**

Signature:   
2C7E101BD90045B...

Name: Roger D Flanagan

Title: Senior Vice President

Date: 24 July 2020 | 10:49 AM PDT

## SCHEDULE A - ENERGY EFFICIENCY SUPPLEMENTAL CONDITIONS

The following supplements and/or amends the Terms and Conditions for Consulting Services, Form 00450 (Rev. January 26, 2020) between the Parties (the "Agreement" including Contract Documents) and are hereby incorporated by reference in the Agreement. In the case of a conflict between these Supplemental Conditions and any other Contract Document, these Supplemental Conditions shall prevail.

Section 7.0 Invoices, subsections 7.5, 7.6 and 7.7 are replaced in their entirety as follows:

- 7.5 For Projects undertaken on a fixed price basis, or where fixed amounts of compensation are due based on milestone achievements or deliverables, Consultant shall invoice National Grid in accordance with the payment schedule set out in the relevant Project Statement or if no such schedule is included, Consultant shall invoice monthly on the basis of percentage of completion of the Services and Deliverables under that Project Statement to National Grid's satisfaction. For avoidance of doubt, Consultant shall not exceed any fixed amounts set out in a Project Statement unless prior agreed by National Grid in writing in accordance with the change control terms of the Agreement.
- 7.6 Standard payment terms at "Net 30." Consultant shall be paid for invoices within net thirty (30) days of receipt, but only to the extent that such invoices comply with the invoicing requirements set out in the Agreement. Unacceptable invoices may, at National Grid's option, be adjusted and paid as adjusted, or returned to Consultant for correction and re-submittal.
- 7.7 Company reserves the right to utilize a variety of payment channels, including but not limited to Virtual Card, ACH, Ghost Cards and P-Cards. Contractor shall ensure that with respect to credit card acceptance, it is in compliance with applicable law, and the rules set forth by the respective credit card network. Where applicable, Contractor shall provide Company with proof of its compliance with the Payment Card Industry Data Security Standard ("PCI DSS") and/or any related applicable requirements set forth by the PCI Security Standards Council (Ghost Cards only).

Section 8.1. In the second line, replace "the best quality" with "the industry standard quality."

Section 8.2. Delete "best efforts" and replace with "commercially reasonable" and replace "the highest degree of" with "the degree of".

Section 10.1. Delete in its entirety and replace with the following:

10.1 National Grid has the right, upon advance written notice, to audit Consultant's books and records during regular business hours, at the locations where such books and records are maintained insofar as they pertain to charges invoiced to National Grid, as a basis for any claim, or any other costs pertinent to Services provided under the Agreement. Such audits shall be performed by a professional auditing firm. Audits of charges invoiced may include, but shall not be limited to, verification of hours and the position job titles and pay levels of Consultant's employee charges, subcontractor and materials invoices and evidence of business expenses reimbursed. Notwithstanding any terms to the contrary herein, in no event shall Consultant's fixed pricing (including any lump sum pricing, unit

pricing, hourly rates, multipliers, or markups), home office overhead, or efficiency in performing the Services be subject to review. Any discrepancy which National Grid alleges to exist will be brought to Consultant's attention in order to enable Consultant to investigate the facts. If the parties agree that a discrepancy exists, an adjustment will be made on the next applicable invoice issued, or if no further invoice is likely, Consultant will issue a refund to National Grid within thirty (30) days thereafter.

Section 11. is supplemented with the following comments to sections 11.1 and 11.2 and the additional new subsections 11.3 and 11.4 is supplemented with the following:

#### 11.0 INDEMNIFICATION/LIMITATION OF LIABILITY

- 11.1 To the fullest extent allowed by law, Consultant shall indemnify, defend, and save harmless National Grid, its affiliates, officers, directors, employees, agents successors and assigns (collectively, the "Indemnified Parties"), from any loss, damage, liability, cost, suit, charge, expense, or cause of action, , (including but not limited to reasonable fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between Consultant and an Indemnified Party or between an Indemnified Party and any third party or otherwise) arising out of any third party claim for damage or injury to property of National Grid, Consultant and/or third parties(including real property, personal property and environmental damages), bodily injury to persons (including injuries resulting in death), or resulting economic damages to the proportional extent caused by (i) any act or omission of the Consultant in breach of the Agreement, (ii) any negligence, willful misconduct, or breach of law of the Consultant, its agents, employees, Subcontractors, and suppliers of in connection with the performance or obligations of the Agreement, or the Projects performed thereunder (including any services as defined in Section 8.0), or any equipment, property or facilities used by Consultant, its agents, employees, Subcontractors, and suppliers.
- 11.2 Consultant shall take prompt action to defend and indemnify the Indemnified Parties against claims, actual or threatened, but in no event later than notice by National Grid to Consultant of the service of a summons, complaint, petition or other service of process against National Grid which is subject to the indemnification obligations of Section 11.1 above, alleging damage, injury, liability, or expenses attributed in any way to the Agreement, the Projects, or the acts, fault, negligence, equipment, facilities, personnel, or property of Consultant, its agents, employees, subcontractors or suppliers. Consultant shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, Consultant understands and agrees it is responsible for any and all costs and expenses incurred by National Grid to enforce this indemnification provision. The obligations set forth herein shall survive completion of the Projects and termination of the Agreement, or any Project Statement, in whole or in part for any reason.
- 11.3 If Consultant and any Indemnified Parties and/or any third parties are concurrently negligent or otherwise at fault, or strictly liable without fault, then Consultant's obligations to defend and indemnify, set forth in this Article 11 shall continue, but Consultant shall indemnify the Indemnified Parties only for the percentage of the responsibility for losses attributable to Consultant's proportional fault or negligence, and, promptly after settlement or final adjudication of a claim, where it has been



determined that Consultant has paid more than its percentage share of the losses attributable to it, National Grid, or other Indemnified Party found concurrently responsible with the Consultant, will reimburse Consultant for the costs, attorneys' fees, other legal expenses, and expert fees expended for defense in the same proportion as that Indemnitees' proportional share due to its negligence or other legal fault.

11.4 In no case shall either parties' liability to the other party exceed the price for Work as determined under the Agreement.

Section 12.1.2, second paragraph add "pursuant to the latest edition of ISO Form CG 00 01" after "Contractual Liability".

Section 12.1.8. Delete in its entirety and replace with the following:

12.1.8 National Grid USA its subsidiaries and affiliates shall be included as Additional Insured on the Commercial General Liability and Commercial Automobile Liability policies. Contractor shall waive all rights of recovery against the Insured Parties for any loss or damage covered under those policies referenced in this Section 12.1 or for any required coverage that may be self-insured by the Consultant.

Section 12.3, fifth line delete "diminution of coverage" and replace with "non-renewal".

Section 12.6. Delete in its entirety and replaced with

Section 12.6 The Contractor represents that it has policy limits available as required by this Agreement and shall notify the Company's Risk & Insurance Department in writing when coverages required herein have been reduced making them non-compliant.

Section 18.2.1 Termination for Convenience must be made with thirty (30) days advance written notice.

Section 19.1. Delete Section 19.1 in its entirety and replace with the following

Subject to each Party's fulfillment of its obligations under the Agreement any information, analyses, conclusions, reports, drawings, and specifications prepared by Consultant pursuant to the Agreement shall be the sole property of National Grid, National Grid may use information contained therein for any purpose whatsoever, including construction, maintenance, operation, modification, replacement, and repair. Consultant may retain a copy of such documents for its internal use only, but may not release any information contained therein without prior written

consent of National Grid.

Section 20.3. Delete in its entirety and replace with the following:

20.3 Consultant shall indemnify, hold harmless, and, at National Grid's option, defend National Grid and its affiliates and their officers, directors, employees, agents, servants, and assigns from and against all claims, losses, costs, damages, suits, actions, and proceedings for actual or alleged infringement by Consultant of any patent, copyright, or trademark resulting from any sale, use, or manufacture of any item delivered hereunder, and pay and discharge all judgments, decrees, and awards rendered therein and bear all expenses and legal fees associated therewith. The foregoing will not be applicable to any suit, claim, or proceeding based on infringement or violation of trademarks, patents, copyrights, trade secrets, or other third party rights (i) relating to a particular process or product of a particular manufacturer specified by National Grid and not in consultation with Consultant that directly or indirectly causes or contributes to an infringement claim, or (ii) arising from modifications made to the deliverables exclusively by National Grid and not otherwise recommended or contributed to by Consultant after acceptance of the deliverables.

Section 21.4. Add new section as follows:

21.4 Notwithstanding the foregoing, to the extent any deliverables include proprietary information that is not prepared exclusively and solely for National Grid, such proprietary information shall remain the exclusive property of Consultant, but National Grid will have unrestricted and non-exclusive rights and license to use such information, provided that any such licenses or other rights granted to National Grid shall be for internal use only for performance of this Agreement.



**TERMS AND CONDITIONS**

**FOR**

**CONSULTING SERVICES**

**(Master Services Agreement)**

**Form 00450 (Rev. January 26, 2020)**

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## 1.0 DEFINITIONS

For purposes of the Agreement (as defined below), the following capitalized terms shall have the following meanings, unless the context dictates otherwise:

- 1.1 “**National Grid**” means the entity or entities identified as such in the Agreement, usually National Grid USA Service Company, Inc. and/or one or more of its affiliates, successors and assigns.
- 1.2 “**Agreement**” means the written and executed master services agreement between National Grid and Consultant including all documents referred to therein as “Contract Documents” namely these Terms and Conditions, the Supplemental Conditions (if any), the Non-Disclosure Agreement, all executed Project Statements and all other Schedules and documents attached to and therein designated as being a part of the Agreement (including any amendments thereto).
- 1.3 “**Consultant**” means the business entity (firm or individual) identified as such in the Agreement.
- 1.4 “**Deliverables**” means any and all tangible items specified as work product or deliverables for a Project in the applicable Project Statement, that are created by Consultant (or its Subcontractors) for and on behalf of National Grid under the Agreement.
- 1.5 “**Non-Disclosure Agreement**” means the written and executed non-disclosure agreement and information security addendum entered into between the parties in relation to the subject matter of the Agreement and attached as a Schedule to the Agreement.
- 1.6 “**Price**” means the amount to be paid by National Grid to Consultant for the performance of each of the Projects, as set out in each of the Project Statements.
- 1.7 “**Project**” means the Services and Deliverables to be provided by Consultant under each individual Project Statement. For the avoidance of doubt, National Grid and Consultant may agree to engage in multiple Projects under the Agreement.
- 1.8 “**Project Statement**” means the contract documents, in the format prescribed by National Grid under this Agreement, agreed upon and signed by the parties from time to time during the term of the Agreement, which describe in detail the Services and Deliverables to be provided by Consultant for and on behalf of National Grid. Once fully executed by the parties, each Project Statement is deemed to be incorporated into, and subject to the terms of, the Agreement.
- 1.9 “**Purchase Order**” means the individual purchasing document(s) issued by National Grid to accommodate payment of the Price. For the avoidance of doubt, multiple Purchase Orders may be issued under the Agreement.
- 1.10 “**Services**” means the scope of work to be performed by Consultant (or its Subcontractors) for and on behalf of National Grid in respect of each Project, as specified in the applicable Project Statement.

- 1.11 “**Subcontractor**” means any business entity (firm or individual) regardless of tier, which the Consultant may retain during the term of the Agreement to provide services in support of one or more of the Projects.
- 1.12 “**Supplemental Conditions**” means amendments to the Terms and Conditions (if any) which may be agreed between National Grid and Consultant in writing from time to time and attached as a Schedule to the Agreement.
- 1.13 “**Terms and Conditions**” means all of the terms and conditions set out herein which shall apply to the performance of the Agreement by National Grid and Consultant.

## 2.0 CONSULTANT’S RESPONSIBILITIES

Consultant shall, subject to the terms and conditions of the Agreement:

- 2.1 Furnish all necessary management, technical and other personnel necessary for the timely prosecution of each of the Projects to National Grid’s satisfaction.
- 2.2 Appoint one or more individuals who shall be authorized to receive directions for and act on behalf of Consultant and with whom National Grid may consult at all reasonable times, and whose instructions, requests and decisions will be binding upon Consultant as to all matters pertaining to the Agreement and the performance of the parties hereunder.
- 2.3 Provide National Grid with all reports, analyses and/or other documents as directed by National Grid at intervals and periods agreed upon in sufficient detail to allow National Grid to evaluate the progress of the work or make assessments of any other element of the services being performed.
- 2.4 Provide National Grid with cost and budget data in a form acceptable National Grid, including projections of cost, estimates applicable to proposed changes in the workscope, and other cost items associated with the Projects. Provide National Grid with prompt notification of anticipated schedule or cost impacts on the Projects.
- 2.5 Comply with National Grid’s disclosure reporting requirements as defined in National Grid’s policies and procedures as set forth in this Agreement, and as such policies and procedures may be amended by National Grid and notified to Consultant from time to time.

## 3.0 CONTRACTOR PERSONNEL

- 3.1 Consultant shall comply with National Grid’s background check requirements as defined in National Grid’s policies and procedures as set forth in this Agreement as such policies and procedures may be amended by National Grid and notified to Consultant from time to time.
- 3.2 Consultant shall be wholly and solely responsible for all acts of its personnel, including the personnel of any Subcontractor, while engaged on the Projects. Any illegal acts, including but not limited to terrorism affecting the property and personnel of National Grid, by Consultant or Subcontractor shall be considered grounds for finding Consultant in default and terminating the Agreement in accordance with Article 17, in addition to other rights or remedies available to National Grid under applicable law.

- 3.3 In the event that National Grid believes, in its sole judgment, that any of the Consultant's personnel are objectionable, National Grid shall so notify the Consultant, whereupon the Consultant shall promptly investigate and take appropriate corrective action including, where requested by National Grid, removal of such personnel and replacement with personnel acceptable to National Grid. Whenever required by law, regulations, or code, or any applicable governmental approval, the Consultant shall employ only licensed and properly trained personnel in the performance of the Work. The Consultant and all Subcontractors shall have full responsibility for all employees employed on or in connection with the Project and shall employ only such employees who shall cooperate with all other individuals working at the Site.

#### **4.0 INDEPENDENT CONTRACTOR**

- 4.1 Consultant shall be an independent contractor with respect to the Projects. Neither Consultant nor its Subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of National Grid.

#### **5.0 NATIONAL GRID'S RESPONSIBILITIES**

- 5.1 National Grid will, at such times as may be necessary for the successful and expeditious completion of the Projects, appoint an individual in respect of each Project who will be authorized to act on behalf of National Grid and with whom Consultant may consult at reasonable times.

#### **6.0 PRICE**

- 6.1 National Grid shall provide, and Consultant shall accept, compensation for the Services and the Deliverables in accordance with the terms of the Agreement.
- 6.2 The Price for each Project shall be agreed between the parties and set out in writing in the applicable Project Statement. Any changes in the Price, either to adjust for changes in the estimated costs or for other cost elements applicable to any Project, shall be incorporated into the Agreement in accordance with Section 15.0. National Grid will not compensate Consultant for amounts in excess of the Price, unless agreed between the parties in writing in accordance with the terms of the Agreement. Any work undertaken by Consultant in the absence of a signed Project Statement shall be at Consultant's sole risk and expense.
- 6.3 Consultant shall be liable for and pay all taxes, contributions and penalties, including interest thereon, that are required or imposed by law in connection with the Projects, including, but not limited to, federal, state or local sales, use, excise, consumer, employment (including, but not limited to, FICA, pension obligations and fees), unemployment compensation, worker's compensation, old age retirement benefits, life pensions, annuities and similar taxes or benefits, which may now or hereafter be imposed by law or collective bargaining agreements applicable to labor, services, goods or materials with respect to performance of the Projects.
- 6.3.1 Consultant shall indemnify, defend and save harmless National Grid, its affiliates, officers, directors, employees, agents, successors and assigns, from and against any and all liability for taxes, contributions and penalties, including the interest thereon, resulting from the Agreement or the Services performed hereunder.

6.3.2 If Consultant fails to pay said taxes, contributions and penalties, and interest thereon, National Grid shall have the right, but shall not be obligated, to pay the same. Consultant agrees to reimburse National Grid for all taxes, contributions and penalties, including interest thereon, assessed against Consultant and paid by National Grid upon demand or at the same time that final payment is due, at National Grid's sole option, in accordance with the Agreement.

6.4 For the avoidance of doubt, each party shall be responsible for paying its own costs (including legal costs) and expenses incurred by it in connection with the negotiation, preparation and execution of the Agreement, including the Project Statements.

## 7.0 INVOICES

7.1 Consultant shall submit invoices in accordance with the terms of the Agreement and as set forth in this Section 7.0. Invoices shall include and be supported by documentation, explanation and any other information necessary to substantiate, to National Grid's satisfaction, all amounts being invoiced.

7.2 Each invoice shall reference the applicable National Grid Purchase Order number for the Project and the National Grid Project ID.

7.3 For Projects undertaken on a time and materials basis, Consultant shall submit invoices on a Project Statement-specific basis each month in accordance with the terms of the Agreement, to cover all fees, costs and expenses for Services and Deliverables satisfactorily performed by Consultant in relation to the relevant Project during the previous month. For the avoidance of doubt, Consultant shall not exceed any estimate of fees, costs and expenses set out in a Project Statement unless prior agreed by National Grid in writing in accordance with the change control terms of the Agreement.

7.4 Without limiting any specific invoicing requirements which may be set out in the Schedules to the Agreement, each invoice shall, at a minimum, provide the following:

7.4.1 GENERAL. Consultant's invoice number, date of invoice, period covered by the invoice, and period and cumulative cost summaries.

7.4.2 DIRECT LABOR. The appropriate individual's name, job title, role, applicable rate being invoiced, total hours and total costs. Rates, job titles and roles shall be consistent with the rate card schedule set out in the Agreement.

7.4.3 TRAVEL/BUSINESS EXPENSE. All invoiced costs shall be reasonable and necessary in order for Consultant to provide the Services and Deliverables in accordance with the Agreement and must be fully itemized and supported with copies of all vouchers, records of advances, charge receipts, airbills, rental receipts, and any other information required to validate the charges National Grid's satisfaction. Travel charges should specifically note the time and reason for the travel/expense, as well as the individual incurring such expenses. Consultant shall not apply any mark-up to expenses.

7.4.4 OTHER DIRECTS. As provided for in the relevant Project Statement, reimbursable cost elements may include materials, subcontracts and other costs as may be allowed. These charges shall be supported by internal log sheets, approved vendor invoices and/or



accounting summaries as required to verify all charges. Consultant shall not apply any mark-up to any direct costs.

- 7.5 For Projects undertaken on a fixed price basis, or where fixed amounts of compensation are due based on milestone achievements or deliverables, Consultant shall invoice National Grid in accordance with the payment schedule set out in the relevant Project Statement or if no such schedule is included, upon the completion of the Services and Deliverables under that Project Statement to National Grid's satisfaction. For the avoidance of doubt, Consultant shall not exceed any fixed amounts set out in a Project Statement unless prior agreed by National Grid in writing in accordance with the change control terms of the Agreement.
- 7.6 Standard payment terms at "2% 10, Net 60." Consultant shall be paid for invoices within net sixty (60) days of receipt, but only to the extent that such invoices comply with the invoicing requirements set out in the Agreement. Unacceptable invoices may, at National Grid's option, be adjusted and paid as adjusted, or returned to Consultant for correction and re-submittal.
- 7.7 Company reserves the right to utilize a variety of payment channels, including but not limited to Virtual Card, ACH, Ghost Cards and P-Cards. Contractor agrees that it will not impose a surcharge on Company's payment. Contractor shall ensure that with respect to credit card acceptance, it is in compliance with applicable law, and the rules set forth by the respective credit card network. Where applicable, Contractor shall provide Company with proof of its compliance with the Payment Card Industry Data Security Standard ("PCI DSS") and/or any related applicable requirements set forth by the PCI Security Standards Council (Ghost Cards only).
- 7.8 Upon completion of the Services and Deliverables for a Project to National Grid's satisfaction pursuant to Section 13.0, Consultant shall submit its final invoice for the Project marked "Final Invoice" for all work performed. The final invoice, in addition to billing for any and all final period costs, shall summarize all previous invoices and payments made for the Project and indicate the total final amount. National Grid will pay Consultant for all final approved costs not in excess of the total Price for that Project.
- 7.9 Unless otherwise specified in the Agreement, the Contractor shall submit all invoices for executed Services and delivered goods at the start of each month for any such Services or goods that were rendered during the preceding month. If Contractor fails to invoice Company for any amount within six (6) months of the later of (i) the month in which the Services or goods in question were rendered or the expense incurred, or (ii) the date the Contractor has the right to issue an invoice to Company for payment, the Contractor shall be deemed to have waived any right it may otherwise have to invoice for and collect such amount.

## **8.0 RESPONSIBILITY FOR PROFESSIONAL SERVICES**

- 8.1 Consultant shall ensure that all Services and Deliverables meet or exceed the level of quality specified in the relevant Project Statement and the Agreement or if not specified of the best quality appropriate for the intended purpose. As requested, Consultant shall demonstrate to National Grid that the work performed is in compliance with the requirements specified in the relevant Project Statement and the Agreement. Consultant shall make records available for National Grid's verification of this compliance.
- 8.2 Consultant shall use its best efforts and ensure that all Services are performed, and Deliverables provided, with the highest degree of skill and care required by customarily accepted good and sound professional practices and procedures in the pertinent consulting services industry.

Consultant, in supplying such Services and Deliverables under the Agreement, guarantees that each Project will be, accurate, correct and fit to serve its intended function as stated in the relevant Project Statement and the Agreement, or as may be reasonably implied. Consultant further guarantees its performance of Services and Deliverables will comply with all applicable codes, standards and governmental regulations having jurisdiction over each Project. In the event Consultant fails to meet the foregoing requirements, Consultant shall be liable to National Grid to:

- 8.2.1 correctly re-perform, at its sole cost and expense, those Services, and/or re-provide those Deliverables, which failed to meet such degree of skill and care; or
- 8.2.2 assume the cost of repairing, replacing or correcting defective or damaged equipment, materials or structures purchased or built in reliance upon designs, plans, drawings or specifications which fail to meet such degree of skill and care or perform its/their intended function,

failing which Consultant shall not be entitled to payment from National Grid in respect of any non-compliant Services and/or Deliverables.

## 9.0 WARRANTY/REMEDY

- 9.1 The Contractor warrants that it is aware of the purpose for which the Services and any Deliverables are being used and that the Services and Deliverables shall be suitable for such purpose and for the Company's intended use. In addition to all other warranties, express or implied in fact or law, the Contractor warrants: (1) all Services and Deliverables shall conform to all requirements of this Agreement, including, without limitation, Section 8.0 hereof, any Specification or Purchase Order issued hereunder, any Supplemental Conditions or change orders, if any; (2) if not otherwise specified, all Services and Deliverables shall be consistent with the intended use by the Company; (3) all Services and Deliverables shall be performed or produced as the case may be, by qualified, competent, and experienced personnel, and in accordance with the highest standards of care, skill, and diligence, and consistent with recognized and sound professional practices and procedures; (4) that all Services and Deliverables shall be free from defects in design, workmanship, and materials of any kind (as applicable), for a period of twelve (12) months from the date placed in service or twenty-four (24) months from the date of receipt, whichever is later; (5) no Service or Deliverable shall infringe or violate the intellectual property rights of any third party, or violate any agreement or confidentiality obligation by which the Contractor may be bound; and (6) if any equipment is installed by Contractor in connection with the Services, all such equipment is installed to meet current OSHA regulations. Items of materials, equipment or otherwise shall not be substituted for those specified, nor shall "or equal" items be furnished pursuant to the Agreement without the Company's prior written approval. The Company's decision on item equality shall be final and binding.
- 9.2 If the Services and any Deliverables provided by the Contractor or its Subcontractors fail to conform to the warranties set forth above, in addition to all other remedies available at law or equity, the Contractor shall, at its sole expense and at the Company's option, promptly: (1) re-perform or re-complete the nonconforming Services or Deliverables; (2) refund the amount of money paid by the Company for such nonconforming Services or Deliverables; or (3) reimburse the Company for the cost of replacing, repairing, curing, or re-performing or re-completing the nonconforming Services or Deliverables or, having the nonconforming Services or Deliverable re-performed, re-completed, cured, repaired, or replaced by a third party. If any warranty work is provided, the Contractor's warranties shall recommence upon the Company's acceptance of such repaired, re-performed, re-completed, cured, or replaced Services or Deliverables and shall be in effect for the duration of the warranty period or for twenty-four (24) months after completion of the warranty work, whichever

is later. The terms of this section shall survive termination of the Agreement and shall survive delivery, inspection, tests, acceptance, and use of the Work.

- 9.3 In addition to all remedies permitted by law, the Company reserves the right to reject and return to the Contractor for full credit and at the Contractor's expense, all Services and Deliverables that do not conform to the Company's specifications or requirements. Further, the Company may, at its option, and without limiting its other rights, cancel all or any unfilled part of the Agreement if conforming performance of the Services or completion of Deliverables are not made within the time specified. The Company reserves the right to charge the Contractor, and the Contractor shall be liable for any loss or expense incurred as the result of the Contractor's failure to make timely performance of the Services or timely complete the Deliverables. The acceptance of any late performance of the Services or late or partial completion of the Deliverables shall not constitute waiver to reject subsequent performance not made as originally scheduled. The Contractor shall obtain from each Subcontractor, and extend to the Company for its benefit, warranties for all Services performed or supplied by such Subcontractor, or Deliverables completed by such Subcontractor, substantially identical to the warranties the Contractor is required to provide hereunder. Any such warranties shall be in addition to and shall not be limited by or themselves limit, the warranties of the Contractor otherwise provided in the Agreement. The Contractor shall deliver to the Company copies of any Subcontractor's warranties.

## 10.0 AUDIT AND MAINTENANCE OF RECORDS

- 10.1 National Grid has the right, at any time, and at National Grid's expense, to audit Consultant's books and records at the locations where such books and records are maintained insofar as they pertain to charges invoiced to National Grid, as a basis for any claim, or any other costs pertinent to Services provided under the Agreement. Such audits may be performed by National Grid's employees or by professional auditing firms or both. Audits of charges invoiced may include, but shall not be limited to, verification of hours and the position job titles and pay levels of Consultant's employee charges, subcontractor and materials invoices and evidence of business expenses reimbursed. Any discrepancy which National Grid alleges to exist will be brought to Consultant's attention in order to enable Consultant to investigate the facts. If the parties agree that a discrepancy exists, an adjustment will be made on the next applicable invoice issued, or if no further invoice is likely, Consultant will issue a refund to National Grid within thirty (30) days thereafter.

## 11.0 INDEMNIFICATION

- 11.1 To the fullest extent allowed by law, Consultant shall indemnify, defend, and save harmless National Grid, its affiliates, officers, directors, employees, agents, successors and assigns (collectively, the "Indemnified Parties"), from any loss, damage, liability, cost, suit, charge, expense, or cause of action, whether unconditionally certain or otherwise, as they exist on the effective date of the Agreement or arise at any time thereafter, (including but not limited to fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between Consultant and an Indemnified Party or between an Indemnified Party and any third party or otherwise) arising out of any damage or injury to property of National Grid, Consultant and/or third parties (including real property, personal property and environmental damages), persons (including injuries resulting in death), or economic damages, directly or indirectly caused by or arising out of or in any way connected with the Agreement, or the Projects performed thereunder (including any services as defined in Section 8.0), or any equipment, property or facilities used by Consultant, its agents, employees, Subcontractors, and suppliers. National Grid shall not be indemnified or held harmless against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of National Grid.

- 11.2 Consultant shall take prompt action to defend and indemnify the Indemnified Parties against claims, actual or threatened, but in no event later than notice by National Grid to Consultant of the service of a summons, complaint, petition or other service of process against National Grid alleging damage, injury, liability, or expenses attributed in any way to the Agreement, the Projects, or the acts, fault, negligence, equipment, facilities, personnel, or property of Consultant, its agents, employees, subcontractors or suppliers. Consultant shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, Consultant understands and agrees it is responsible for any and all costs and expenses incurred by National Grid to enforce this indemnification provision. The obligations set forth herein shall survive completion of the Projects and termination of the Agreement, or any Project Statement, in whole or in part for any reason.

## 12.0 INSURANCE

- 12.1 Insurance Requirements. From the commencement of the provision of Services, through acceptance or longer where specified below, the Consultant shall provide and maintain at its own expense insurance policies issued by insurance companies with an AM Best rating of B+ or better which meet or exceed the requirements listed herein:

- 12.1.1 Workers' Compensation and Employers' Liability Insurance as required by the applicable law. Coverage shall include the U.S. Longshoremen's and Harbor Workers' Compensation Act and the Jones Act (if the provision of the Services requires it);

- 12.1.2 Commercial General Liability (CGL) Insurance, covering all operations to be performed under the Agreement, with minimum limits of:

Combined Single Limit	\$1,000,000 per occurrence
General Aggregate and Product Aggregate	\$2,000,000

This policy shall include Contractual Liability and Products-Completed Operations coverage. If the Products-Completed Operations coverage is written on a claims-made basis, coverage shall be maintained continuously for at least two (2) years after acceptance of work completed in accordance with the Company.

- 12.1.3 Automobile Liability, covering all owned, non-owned and hired vehicles used in connection with the provisions of the Services with minimum limits of:

Combined Single Limit	\$1,000,000 per occurrence
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- 1.1.4 Watercraft Liability, if the provision of the Services requires the use of watercraft, with the same minimum limits of liability as outlined in Section 12.1.2.

- 12.1.4 Aircraft Liability, if the provision of the Services requires the use of aircraft, with a limit of liability of not less than \$10,000,000 combined single limit.

- 12.1.5 Professional Liability coverage, if professional services are required, with a limit of liability of the greater of \$1,000,000 or the value of the Purchase Order.

- 12.1.6 Other insurance as required and as mutually agreed upon by the Company and the Consultant.

- 12.1.7 Self-Insurance: Proof of qualification as a qualified self-insurer, if approved in advance in writing by the Company, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Section 12.0.
- 12.1.8 **National Grid USA its direct and indirect parents subsidiaries and affiliates shall be named as Additional Insured** on the Commercial General Liability and Automobile Liability policies. Contractor shall waive all rights of recovery against the Insured Parties for any loss or damage covered under those policies referenced in this Section 12.1 or for any required coverage that may be self-insured by the Consultant.
- 12.2 Subcontractors. In the event that the Consultant uses subcontractors in connection with the provision of the Services, the Consultant shall require all such subcontractors provide the same insurance coverages as shown in Sections 12.1.1, 12.1.2, and 12.1.3.
- 12.3 Certificate(s) of Insurance. Prior to providing the Services, Contractor shall promptly provide the Company with Certificate(s) of Insurance for all coverages required in the Agreement at the address National Grid USA, Attention Risk & Insurance Department, 300 Erie Blvd West, A-4, Syracuse, NY 13202. Policies shall provide that at least 30 days prior written notice shall be given to the Company in the event of any cancellation or diminution of coverage and certificates shall outline the amount of deductibles or self-insured retentions which shall be for the account of the Consultant. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to by the Company's Risk & Insurance Department.
- 12.4 Reservation of Rights. If any policy should be canceled before final payment by the Company to the Consultant and the Consultant fails immediately to procure other insurance as specified, the Company reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Consultant under the Agreement or to invoice the Consultant.
- 12.5 Accident Reports. The Consultant shall furnish National Grid's Risk & Insurance Department with copies of any accident report(s) sent to the Consultant's insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Services.
- 12.6 Full Policy Limits. The Consultant represents that it has full policy limits available and shall notify National Grid's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or both.
- 12.7 Indemnification Coordination. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant's responsibility for payment of damages resulting from its work under the Agreement, or limiting, diminishing, or waiving the Consultant's obligation to indemnify, defend and save harmless National Grid and the Indemnified Parties in accordance with these Terms and Conditions.
- 12.8 Compliance. These requirements are in addition to any other insurance requirements which may be required elsewhere in the Agreement. The Consultant shall comply with any governmental and/or site specific insurance requirements even if not stated herein.

## 13.0 TIMING OF SERVICES

- 13.1 Consultant shall commence each Project at the time stated in the relevant Project Statement and shall prosecute each Project continuously and with due diligence so that Project will meet all stated

milestones (if any) set out in the relevant Project Statement and be completed by the date specified in the relevant Project Statement.

- 13.2 When Consultant deems it has completed a Project, it shall so notify National Grid in writing. Within a reasonable time thereafter, National Grid shall advise Consultant in writing of any deficiencies for which Consultant is responsible under this Agreement. Consultant shall correct such deficiencies to National Grid's satisfaction within a reasonable time, as determined by National Grid, after such notification.

## 14.0 FORCE MAJEURE

- 14.1 Any delay of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by unprecedented weather conditions, fire, explosion, riot, war, strike by National Grid or its affiliates' employees, court injunction or order, federal and/or state law or regulation, or order by any federal or state regulatory agency, but only to the extent that: 1) such events are beyond the reasonable control of the party affected, 2) such events were unforeseeable by the affected party and the effects were beyond its reasonable efforts to prevent, avoid or mitigate, 3) said affected party uses every reasonable effort to prevent, avoid or mitigate the effects, 4) prompt written notice of such delay be given by such affected party to the other; and 5) the party affected uses its best efforts to remedy the resulting effects in the shortest practicable time. Upon receipt of said notice, if necessary, the time for performing the affected activities shall be extended for a period of time reasonably necessary to overcome the effect of such delays, such extension shall be the sole remedy and compensation for each force majeure event. Notwithstanding the foregoing, National Grid shall have the right to terminate the Agreement under Section 18.2.

## 15.0 CHANGES

- 15.1 CHANGES TO AGREEMENT: No amendment or repeal of, and no substitution for any terms, conditions, provisions or requirements of the Agreement shall be effective unless authorized in a writing executed by both parties. The Agreement shall not be changed, altered, modified or discharged orally. Any changes to these Terms and Conditions shall be agreed in writing in the form of Supplemental Conditions which shall be annexed to this Agreement as a Schedule.
- 15.2 CHANGES TO PROJECT STATEMENTS: Any proposed change to a Project Statement shall be managed by the parties on an individual Project Statement basis in accordance with the change control procedure set out below.
- 15.3 The parties shall manage any proposed changes to the scope, cost, timing or other elements of a Project using the change form set out in this Agreement ("Project Change Form"). If either party wishes to propose such a change, it shall notify the project manager for the other party (as named in the relevant Project Statement) and the parties shall complete the information required by the Project Change Form in order to enable consideration of the change. If the parties then agree to implement the change, they shall authorize the same by signing the Project Change Form. The Project Statement shall then be deemed to be amended in the manner specified in the executed Project Change Form from the effective date stated therein.
- 15.4 Unless and until a Project Change Form is signed by both parties, Consultant shall continue to perform the Services and provide the Deliverables under the relevant Project Statement in accordance with the existing terms of that Project Statement.

- 15.5 Consultant acknowledges and agrees that fees and expenses incurred with respect to any work that is outside the scope of a Project Statement, in the absence of an accepted and signed Project Change Form, shall be at Consultant's sole risk and expense.

## **16.0 RIGHTS, CLAIMS AND DISPUTES**

- 16.1 Any claim which Consultant may have against National Grid arising out of the Agreement shall be presented in writing to National Grid not later than fifteen (15) days after the first occurrence of the circumstance which gave rise to the claim. The claim shall contain a concise statement of the question or dispute and the relevant fact and data (including the applicable Agreement provision) which support the claim. Consultant shall furnish any additional information which National Grid may require to enable it to evaluate and decide the claim.
- 16.2 FAILURE TO SUBMIT ANY CLAIM IN THE SAID 15-DAY PERIOD SHALL CONSTITUTE A WAIVER ON CONSULTANT'S PART FOR ENTITLEMENT TO EITHER ADDITIONAL REIMBURSEMENT OR AN EXTENSION OF TIME.
- 16.3 Any dispute between National Grid and Consultant with respect to the Agreement or the Services and/or Deliverables to be provided thereunder, or both, which cannot be resolved in the normal course by the respective representatives of the parties, shall be referred to the responsible officers of National Grid and Consultant for resolution. Notwithstanding the existence of a dispute or dissatisfaction with the manner in which it was resolved or the lack of any such resolution, National Grid shall be obligated to maintain payments not in dispute to Consultant and Consultant shall be obligated to proceed with its performance of the Projects under this Agreement (including any such disputed work), unless otherwise directed by National Grid.

## **17.0 WAIVER AND ELECTION OF REMEDIES**

- 17.1 Waiver by National Grid or Consultant of any term, condition or provision of the Agreement shall not be considered a waiver of that term, condition or provision in the future. The failure of either party to enforce any of the terms, conditions or provisions of the Agreement or to require compliance with any of its terms, conditions or provisions at any time during the pendency of the Agreement, shall in no way affect the validity of the Agreement, or any part thereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any term, condition or provision of the Agreement.
- 17.2 No waiver, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by National Grid and Consultant.
- 17.3 National Grid's rights and remedies hereunder shall be cumulative and not exclusive of each other and may be pursued separately or concurrently as National Grid determines.

## **18.0 TERMINATION**

National Grid may, in its sole discretion, terminate, in whole or in part, the Agreement or any Project Statement, or both, at any time in accordance with the provisions set forth herein. National Grid may exercise its right of partial termination hereunder any number of times.

- 18.1 FOR CAUSE

- 18.1.1 National Grid may, upon written notice to Consultant, terminate, in whole or in part, the Agreement or any Project Statement, or both, if:
- 18.1.1.1. Consultant commits a material or persistent breach of the Agreement;
  - 18.1.1.2. a Project or Projects are abandoned by Consultant; or
  - 18.1.1.3. Consultant assigns or subcontracts all or any part of the Agreement or any Project Statement without National Grid's previously obtained written consent; or
  - 18.1.1.4. Consultant loses control of a Project or Projects from any cause, except for force majeure events per Section 14.0; or
  - 18.1.1.5. Consultant refuses or neglects to provide sufficient and properly skilled or other labor, or fails in any respect to prosecute the work with diligence; or
  - 18.1.1.6. Consultant is not executing the Project or Projects in good faith, or is not executing or performing the work on schedule; or
  - 18.1.1.7. Consultant becomes insolvent,

and such termination will be effective upon the date set forth in the written notice and, upon receipt of said notice, Consultant immediately shall turn over and deliver to National Grid all technical data and other information and material relating to the terminated Project or Projects which are within Consultant's possession or control and provide National Grid with such co-operation, information and assistance as may be reasonably requested by National Grid to ensure an orderly transition of the terminated Project or Projects to National Grid or its nominee. Consultant understands and agrees that, in the event Consultant fails or refuses to comply with the turnover and delivery obligations set forth herein, Consultant shall not be entitled to any amounts due and owing as of the date of termination for services rendered under the Agreement until such turnover has been fully complied with, as determined solely by National Grid.

- 18.1.2 Upon termination of the Agreement or any Project Statement, or both, for default, National Grid may take over the terminated work and prosecute the same to completion. In such event, Consultant and its insurers shall be liable to National Grid for all direct transitional administrative costs and expenses incurred by National Grid to engage another consultant and for all costs to complete the terminated Project or Projects.
- 18.1.3 Consultant's compensation in the event of termination for default shall be limited to the amounts due and owing for Services rendered and Deliverables provided in accordance with the terms of this Agreement up to the date of termination. No amount shall be paid or payable by National Grid for Consultant's termination costs, including but not limited to demobilization costs, costs associated with the transfer or termination of personnel, or loss of anticipated profit.

18.2 FOR CONVENIENCE

- 18.2.1 National Grid may, at any time, and for any reason, by written notice to Consultant, terminate, in whole or in part, the Agreement or any Project Statement, or both.
- 18.2.2 Such termination by National Grid shall be effective upon the date set forth in the written notice and, upon receipt of said notice, Consultant immediately shall turn over and deliver to National Grid, all technical data and other information and materials related



to the terminated Project which are within Consultant's possession or control and provide National Grid with such co-operation, information and assistance as may be reasonably requested by National Grid to ensure an orderly transition of the terminated Project or Projects to National Grid or its nominee. Consultant understands and agrees that, in the event it fails or refuses to comply with the turnover and delivery obligations set forth herein, Consultant shall not be entitled to any amounts due and owing as of the date of termination for services rendered under the Agreement until such turnover has been fully complied with by Consultant.

18.2.3 Upon termination of the Agreement or any Project Statement or Project Statements, or both, National Grid shall pay to Consultant all amounts due and owing to Consultant under the Agreement or the terminated Project Statement or Project Statements (as applicable) up to the effective date of termination. No amount shall be paid or payable by National Grid for Consultant's termination costs, including but not limited to demobilization costs, costs associated with the transfer or termination of personnel, or loss of anticipated profit.

18.3 For the avoidance of doubt, in the event that National Grid elects to:

18.3.1 terminate any Project Statement in accordance with Sections 18.1 or 18.2 above, the Agreement shall continue in full force and effect until expiration or earlier termination thereof and all remaining Project Statements shall continue in full force and effect until the completion or earlier termination of those remaining Project Statements; or

18.3.2 terminate this Agreement in its entirety in accordance with Sections 18.1 or 18.2 above, all Project Statements then in effect shall also terminate with effect from the date set out in the termination notice and Consultant shall be entitled to payment of all amounts due and owing for Services and Deliverables provided in accordance with the terms of this Agreement up to the date of termination.

## **19.0 TITLE TO PLANS AND SPECIFICATIONS**

19.1 Any information, analyses, conclusions, reports, drawings, and specifications prepared by Consultant pursuant to the Agreement shall be the sole property of National Grid, National Grid may use information contained therein for any purpose whatsoever, including construction, maintenance, operation, modification, replacement, and repair. Consultant may retain a copy of such documents for its internal use only, but may not release any information contained therein without prior written consent of National Grid.

## **20.0 PATENT INFRINGEMENT AND INDEMNIFICATION**

20.1 All royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the Projects shall be included in the Price. Consultant shall satisfy all demands that may be made at any time for such royalties or fees.

20.2 Consultant guarantees that all work provided by Consultant under the Agreement shall be free from claims of patent, copyright, and/or trademark infringement.

20.3 Consultant shall indemnify, hold harmless, and, at National Grid's option, defend National Grid and its affiliates and their officers, directors, employees, agents, servants, and assigns from and

against all claims, losses, costs, damages, suits, actions, and proceedings for actual or alleged infringement of any patent, copyright, or trademark resulting from any sale, use, or manufacture of any item delivered hereunder, and pay and discharge all judgments, decrees, and awards rendered therein and bear all expenses and legal fees associated therewith.

- 20.4 In the event of any adjudication that the Agreement, or any part thereof, infringes any patent, copyright, or trademark or in the event that the use of any part of the Projects is enjoined as a result of any claim that the Projects infringe any patent, copyright, or trademark Consultant shall, at its sole expense, either: a) procure for National Grid the right to continued use, or b) without impairing performance capability, replace the infringed work with substantially equivalent non-infringing work, or modify such work so it can become non-infringing.
- 20.5 Consultant shall obtain from its Subcontractors, for National Grid's benefit, agreements similar to those contained in this Section 20.0.
- 20.6 Notwithstanding any other provision of the Agreement, this Section 20.0 shall survive the termination or expiration of the Agreement.

## 21.0 INVENTIONS, PATENTS AND COPYRIGHTS

- 21.1 Any and all works, expressions, inventions, ideas, discoveries, improvements or developments (whether or not patentable), as well as all copyrights, patents or trademarks thereof, that may be conceived or made by Consultant or Consultant's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s) or any other party employed by Consultant, or Subcontractor to Consultant of any tier, to satisfy its obligation under the Agreement shall be work made for hire and shall be deemed the property of National Grid. All such works, expressions, inventions, ideas, discoveries, improvements or developments, as well as all copyrightable expressions thereof, shall be deemed to fit into one or more of the specifically enumerated categories of works contained in 17 U.S.C. Section 101 *et seq.*, and any subsequent revisions thereof. Consultant and/or Consultant's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s), or any other party employed by Consultant, or Subcontractor to Consultant of any tier, to satisfy its obligation under the Agreement shall promptly furnish National Grid with complete information, including, without limitation, a written description thereof giving the date of the work, invention or expression and naming the inventors or authors and others involved in the development or writing of the work, invention or expression. National Grid shall have the sole power to determine whether or not and in which countries and jurisdictions patent application shall be filed or copyrights registered and to determine the disposition of title to and rights in any works, expressions, inventions, ideas, discoveries, improvements or developments and in any United States and foreign patent applications, patents or copyrights that may result. Memoranda, notes and experimental works, descriptions, diagrams and other data generated in performance of the Work pertaining to any and all works, expressions, inventions, ideas, discoveries, improvements and developments covered by the Agreement shall be available at reasonable times to National Grid.
- 21.2 Consultant shall assist National Grid in the implementation of this Section 21.0 by obtaining and providing detailed written descriptions of each invention, idea, discovery or expression sufficient for filing patent or copyright applications, by providing an evaluation of the patentability or copyrightability of each disclosure, by assisting National Grid in the prosecution of patent and copyright applications, and by executing or having executed by appropriate persons any and all documents which may be necessary or desirable to cause title in such inventions, ideas, discoveries, or expressions to vest with National Grid. The cost of such assistance shall be considered separate and distinct and shall be mutually agreed upon between National Grid and Consultant.

- 21.3 In order to further effectuate the provisions of this Section 21.0, Consultant agrees to deliver to National Grid either 1) agreements in the same form as the Non-Disclosure Agreement signed by Consultant and National Grid and attached to this Agreement, executed by Consultant and each partner, agent, employee, vendor, contractor, Subcontractor and any other party employed by Consultant to satisfy its obligations under the Agreement, and any employee of any of the foregoing parties, or 2) a written statement from Consultant representing and warranting that it has in place written, binding agreements in the same form as the Non-Disclosure Agreement signed by Consultant and National Grid and attached to this Agreement for any and all entities and persons it will utilize to satisfy its obligations under the Agreement.

## **22.0 NON-DISCLOSURE**

- 22.1 Consultant agrees that it will not divulge to third parties, without the prior written consent of National Grid, any information obtained from or through National Grid in connection with the performance of the Agreement unless 1) the information was independently known to Consultant prior to obtaining same from National Grid, 2) the information is, at the time of disclosure by Consultant, then in the public domain, or 3) the information is obtained by Consultant from a third party who did not receive same, directly or indirectly, from National Grid. Consultant further agrees that it will not, without the prior written consent of National Grid, disclose to any third party any information developed or obtained by Consultant in the performance of the Agreement, except to the extent that such information developed or obtained by Consultant in the performance of the Agreement falls within one of the categories described in 1), 2), or 3).
- 22.2 Consultant may disclose proprietary information to its partner(s), employee(s), agent(s), vendor(s), contractor(s), subcontractor(s), or any other party employed by Consultant if and only if 1) such disclosure is necessary in order to perform the Work; and 2) the party to whom proprietary information will be disclosed has executed and delivered to National Grid a Non-Disclosure Agreement in the same form as set out the Non-Disclosure Agreement signed by Consultant and National Grid and attached to this Agreement or Consultant has provided a written binding representation and warranty as stated in Section 21.3. If Consultant has any question about whether information is proprietary, it shall contact National Grid prior to disclosing such information for a determination as to its proprietary status.
- 22.3 The obligations of Consultant with respect to Sections 21.0 and 22.0 shall survive the completion or termination of the Agreement.

## **23.0 EQUAL EMPLOYMENT OPPORTUNITY**

- 23.1 Consultant shall comply with all applicable federal, state and local anti-discrimination laws, the standards and regulations issued thereunder and the amendments thereto, including Executive Order 11141 relating to age discrimination, Executive Order 11246 relating to equal employment opportunity, Executive Order 11625 relating to minority business enterprise, Executive Order 11701 relating to employment of veterans and Executive Order 11758 relating to handicapped employment, and The Human Rights Law of the State of New York (Article 15 of the Executive law), if applicable.. The aforementioned are incorporated herein as if set forth herein verbatim.
- 23.2 Consultant agrees to fully comply with such provisions, and any amendments. In addition, all subcontracts and agreements that Consultant enters into to accomplish the Projects under the terms of the Agreement shall obligate such Subcontractors to comply with such provisions.

## **24.0 UTILIZATION OF SMALL BUSINESS CONCERNS**

- 24.1 It is the policy of the United States that small business concerns, veteran-owned small business concerns, service disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- 24.2 Consultant hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. Consultant further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of Consultant's compliance with this clause.
- 24.3 *Definitions.* As used in this contract—
- 24.3.1 "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- 24.3.2 "Service-disabled veteran-owned small business concern means a small business concern, where (a) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (b) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- 24.3.3 "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).
- 24.3.4 "Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- 24.3.5 "Small disadvantaged business concern" means a small business concern that represents, as part of its offer that: (a) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B; (b) No material change in disadvantaged ownership and control has occurred since its certification; (c) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and (d) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).
- 24.3.6 "Veteran-owned small business concern" means a small business concern where (a) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the

stock of which is owned by one or more veterans; and (b) The management and daily business operations of which are controlled by one or more veterans.

24.3.7 "Women-owned small business concern" means a small business concern (a) that is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (b) the management of which and daily business operations are controlled by one or more women.

23.4 Consultant acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

## 25.0 ASSIGNMENT AND SUBCONTRACTING

25.1 **ASSIGNMENT:** Consultant shall not assign the Agreement, nor assign any moneys payable under the Agreement, without first obtaining the written consent of National Grid. Any assignment by Consultant without written consent of National Grid shall be considered null and void from inception. Any National Grid authorized assignments shall not relieve Consultant of the responsibility for full compliance with the requirements of the Agreement.

25.2 **SUBCONTRACTING:** Consultant shall not sub-contract any portion of the Projects under this Agreement without first obtaining the written consent of National Grid. Any sub-contracting by Consultant without such written consent, shall be considered null and void from inception.

25.3 Where National Grid consents to the appointment of a Subcontractor by Consultant:

25.3.1 such consent shall not relieve Consultant from any liability or obligation to National Grid under the Agreement, nor Consultant's responsibility to fully comply with the terms and conditions of the Agreement as principal contractor

25.3.2 Consultant shall ensure that all duties and obligations that Consultant has to National Grid under the Agreement (including non-disclosure obligations and the requirement to comply with National Grid's background check policies) are included in the sub-contract or other agreement that Consultant enters into with its Sub-contractor and shall procure that the Subcontractor complies with such duties and obligations at all relevant times; and

25.3.3 Consultant is, and shall remain, fully liable for all acts, omissions, defaults or negligence of its Subcontractor, as fully as if they were the acts, omissions, defaults or negligence of Consultant.

## 26.0 ALCOHOL AND DRUG ABUSE POLICY

26.1 Consultant's employees and employees working under Consultant's direction or Subcontractors of any tier shall not bring, use, distribute, sell or possess illegal drugs or alcoholic beverages at National Grid's facilities.

- 26.2 Consultant's employees shall be fit for duty at all times during their assignment and shall not be under the influence of alcohol or other drugs. Additionally, Consultant shall not assign any individual in violation of this policy to work assignments for National Grid and if Consultant discovers any of its employees are in violation of these requirements, it shall remove any such employee immediately.
- 26.3 Violation of these requirements by Consultant's employees shall result in denial of access to National Grid's facilities and equipment; and in the case of possession, use or sale of illegal drugs, shall be reported to National Grid's Security Department immediately.

## **27.0 REGULATORY REQUIREMENTS**

- 27.1 The Agreement will provide any instructions pursuant to any regulatory requirements incumbent on Consultant during the course of the Projects.

## **28.0 NERC/CIP**

- 28.1 In the event of non-compliance or breach on the part of Consultant, its employees, agents or subcontractors with or of any or all of the NERC Cyber Security Standards, Consultant shall be solely liable for any and all resulting costs, losses, penalties, damages and liabilities, including any costs, losses, penalties, damages or liabilities incurred by National Grid, and National Grid may terminate this Agreement for cause, pursuant to the termination provisions contained herein.

## **29.0 THIRD PARTY ITEMS**

- 29.1 In the event that Consultant employs Subcontractor(s) (with National Grid's prior written approval) for any services associated with the Agreement or directly purchases equipment or materials to be used in the Projects, Consultant shall: 1) ensure that the appropriate provisions of the Agreement are applied in such subcontract(s) in the best interests and protection of National Grid and, 2) ensure that National Grid, via Consultant's billings, receives full benefit of commercial discounts, favorable rates and all guarantees made available by its vendors and/or Subcontractors of any tier.
- 29.2 It is understood that National Grid shall have full rights of ownership of all equipment and materials purchased by Consultant for the prosecution of the Projects. At the request of National Grid, Consultant shall provide, or cause to be provided, appropriate bills of sale, assignments or other documents to ensure the vesting of rights of title and ownership in National Grid.
- 29.3 Following completion of each of the Projects, National Grid may direct Consultant to deliver all equipment, appliances and materials not previously incorporated in that Project or otherwise disposed of (with National Grid's approval) to National Grid's facility.

## **30.0 COMPLIANCE WITH LAWS**

- 30.1 Consultant shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses, or requirements thereunder in connection with the performance of the Projects.

- 30.2 In connection with any performance under or in connection with the Agreement, Consultant, its Subcontractors, agents, and representatives shall, at all times: 1) strictly comply with National Grid's safety and environmental standards, rules, regulations, directives, and procedures, including, without limitation, National Grid USA's Contractor Safety Requirements and Contractor Environmental Requirements, (if incorporated as Schedules to this Agreement) and with any and all applicable federal, state, municipal, and local laws, rules, regulations, codes, and ordinances related to employee and public health, safety, and/or the environment (as in force upon the date of the Agreement and as in the future passed, enacted, directed, or amended), collectively, "Standards", and 2) conduct all operations in a manner to ensure the safety of all personnel, the general public, and the protection of the environment and so as to avoid the risk of injury, death, loss, theft, or damage by accident, vandalism, sabotage, or any other means. In cases where one or more conflicting Standards may be applicable, Consultant shall comply with the most stringent applicable Standard. Consultant acknowledges receipt of the Requirements.
- 30.3 In the event of any emergency endangering life, health, property, or the environment, Consultant shall take such prompt action as may be reasonable and necessary to prevent, avoid, or mitigate injury, damage, or loss and shall, as soon as possible, report any such incidents, including Consultant's response thereto, to National Grid. In the event that Consultant becomes aware of any non-compliance with such Standards, Consultant shall, in each case, immediately notify National Grid and shall take prompt corrective action; provided, however, that such notice and action shall in no event relieve Consultant of any liability for, or in connection with, such non-compliance.
- 30.4 Consultant shall continually inspect all Project sites, facilities, materials, and equipment to discover and determine any conditions that might involve safety or environmental risks, shall continuously inspect all work and supervise its personnel to determine and enforce compliance with all Standards, and shall be solely responsible for discovery, determination, and correction of any non-compliance. Consultant shall be solely responsible and assume all liability for the safety and supervision of its personnel engaged in any performance in connection with the Agreement. Consultant shall designate a representative to insure compliance with all Standards and direct its personnel to take all precautions necessary to protect against and prevent injury or damage to persons, property, and/or the environment. Consultant shall instruct all such personnel on safety and environmental practices and the requirements of the Standards and shall inform such personnel of all modifications or additions thereto. Consultant shall furnish all appropriate safety equipment and enforce the use of such equipment.
- 30.5 In addition to any other warranties contained in the Agreement, Consultant warrants that its performance in connection with the Agreement shall comply with all applicable Standards.
- 30.6 Consultant shall save National Grid harmless from and against all liability resulting from violations by Consultant of said laws, ordinances, rules regulations, permits and licenses. Any and all costs related to National Grid's enforcement of this hold-harmless provision shall be borne by Consultant.
- 30.7 If Consultant observes that any requirement specified in the Agreement is at variance with any governing laws, ordinances, rules, regulations, permits and licenses, Contractor shall promptly notify National Grid in writing before incurring any further liability, expense, or obligation for Consultant or National Grid.

### **31.0 JURISDICTION AND GOVERNING LAWS**

- 31.1 Unless other governing laws and/or other jurisdictions are specifically established in the Agreement, the Agreement shall be deemed to be executed in the State of New York and the Agreement shall be interpreted and enforced according to the Laws of the State of New York.
- 31.2 Unless otherwise specifically established in the Agreement, only the courts of New York shall have jurisdiction over the Agreement and any controversies arising out of the Agreement. Any controversies arising out of the Agreement shall be submitted only to the courts of New York. Consultant hereby submits to the courts of New York for the purposes of interpretation and enforcement of the Agreement.
- 31.3 Consultant hereby waives personal service by manual delivery and agrees that service of process on Consultant in any action arising out of the Agreement may be made by registered or certified mail, return receipt requested, directed to Consultant at its address set forth in the Agreement.

### **32.0 SEVERABILITY**

- 32.1 In the event any portion or part of the Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the parties shall negotiate in good faith an equitable adjustment in the affected provision of the Agreement; however, the validity and enforceability of the remaining parts thereof shall be otherwise fully enforceable.

### **33.0 ENTIRE AGREEMENT**

- 33.1 The Agreement constitutes the entire agreement between National Grid and Consultant with respect to the Projects and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification to any of the provisions of the Agreement shall be binding unless in writing and signed by the parties.



## SCHEDULE C - NON-DISCLOSURE AGREEMENT

**This Non-Disclosure Agreement (“Non-Disclosure Agreement”)** dated as of January 1, 2020 (the “*Effective Date*”), between TRC Environmental Service Corporation (“*Contractor*”), a corporation having offices at 21 Griffin Road, Windsor, CT 06095-1512 and National Grid USA Service Company, Inc. d/b/a National Grid (“*National Grid*”), a corporation, having offices at 40 Sylvan Road, Waltham, MA 02451 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

### RECITALS

**WHEREAS**, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

**WHEREAS**, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with consumer outreach and programs related to Energy Efficiency including outreach, support and training services to commercial customers and schools providing goods and services to their retail consumers (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

(d) The term “*Representative(s)*” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “*Affiliate*” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “*Customer Information*” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “*Person*” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2. *Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.*

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation

("NERC") regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party's or Disclosing Party's Affiliates' facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body, whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party's and its Affiliate's (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of

Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of 7 years from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under applicable law, whichever period is longer (the "Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient or its Representatives may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that any Party may assign this Non-Disclosure Agreement to an Affiliate of such Party without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision

hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18. Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

**National Grid Customer Sales and Solutions**

Attn: John Isberg  
Vice President, Customer Solutions  
40 Sylvan Road  
Waltham, MA 02451

To TRC Environmental Service Corporation:

**TRC Environmental Service Corporation**

Attn: Cris Timmons  
700 King Farm Blvd.  
Rockville, MD 20850-5735


§19. Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure


Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

**IN WITNESS WHEREOF**, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

National Grid USA Service Company, Inc.

TRC Environmental Service Corporation

By:   
Name: Simon Harnett  
Title: Vice President

By:   
Name: Roger D. Flanagan  
Title: Senior Vice President

## ISA Exhibit

### Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

Some or all of the Personal Information to be collected by and/or disclosed to Contractor by National Grid is required by applicable Law (as that term is defined below) to be collected, protected, used, disclosed, and deleted in accordance with applicable Law; and certain applicable Law affords certain individuals whose Personal Information has been collected by the Parties for Business Purposes, certain rights in relation to that Personal Information.

#### **1.0 DEFINITIONS**

- 1.1 “Business Purpose” has the same meaning as set forth under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et. seq., and its implementing regulations (collectively, the “CCPA”).
- 1.2 “Personal Information” means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.3 “Law” means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “MA Security Regs”), the Rhode Island



Identity Theft Protection Act, RIGL § 11-49.3-1 (the "*RI Security Regs*"), the California data security regulations, Cal. Civ. Code § 1798.81.5, (the "*CA Security Regs*"), and the CCPA.

## 2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws applicable to Personal Information it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid's Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid's Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly; (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program ("*WISP*") or its equivalent consistent with the *MA Security Regs* and the *RI Security Regs*, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the *MA Security Regs* and *RI Security Regs* to all such Personal Information, regardless of the

- jurisdiction in which the subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid's review, at National Grid's request, (a) Contractor's WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.
- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid's Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of Personal Information (a "*Security Breach*"). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. "*Attempted Security Incidents*" means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid's data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor's failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.
- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor's security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid's Information, including Personal Information received from National Grid, or to which it provides National Grid's Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.

- 2.12 Contractor agrees that National Grid's data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.14 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid's Confidential and/or Personal Information.
- 2.15 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid's Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.16 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor's possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.
- 2.17 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.18 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.

2.19 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

**3.0 RIGHTS RELATED TO PERSONAL INFORMATION UNDER THE CCPA AND OTHER APPLICABLE LAW**

3.1 Contractor shall not collect, use, disclose, or retain Personal Information received from National Grid outside of providing services to National Grid or for any purpose other than the specific Purpose specified in the Non-Disclosure Agreement.

3.2 Contractor shall not sell any Personal Information it collects, accesses, or receives from National Grid.

3.3 Contractor agrees and represents that it shall comply with Applicable Laws in regard to any Personal Information that it receives, collects, maintains, uses, or discloses that is furnished or disclosed orally, in writing, electronically or in other form or media by National Grid.

3.4 Contractor may not combine, use, retain, or disclose Personal Information received from one or more entities to which it provides services, except as necessary to detect data security incidents, or to protect against fraudulent or illegal activity, or to comply with a valid legal request pursuant to § 1798.145(a)(1) -(a)(4) of the CCPA.

3.5 If Contractor receives a request to know or a request to delete, as set forth under Applicable Laws, directly from a consumer regarding Personal Information that Contractor receives, collects, maintains on behalf of National Grid, or is furnished or disclosed orally, in writing, electronically or in other form or media by National Grid or its Representatives, it shall notify National Grid of such request. If Contractor does not comply with the request, it shall explain the basis for the denial to National Grid and to the consumer. Contractor may act on behalf of National Grid pursuant to National Grid's written request and/or pursuant to the underlying Agreement between the Parties or inform the consumer that the request cannot be acted upon because the request has been sent to a service provider.

3.6 If a subcontractor of Contractor receives, accesses, collects, maintains, or uses National Grid Personal Information, or Personal Information is furnished or disclosed orally, in writing, electronically or in other form or media by National Grid or its Representatives, or Contractor discloses National Grid's Personal Information to a subcontractor, Contractor shall require such subcontractor(s) to agree to the same or similar restrictions and conditions that apply to Contractor under this Addendum with respect to Personal Information, or as required by Law, through a written contractual agreement. Contractor shall also require its subcontractor(s) to require the same of its third-party vendors if those vendors receive, have access to, collect or maintain National Grid data received from Contractor or where Contractor discloses such data to those vendors.

3.7 Contractor certifies that it understands this Addendum and the CCPA's restrictions and prohibitions on selling Personal Information and the prohibitions on collecting, retaining, using, or disclosing Personal Information. Contractor agrees that it will comply with these restrictions

and prohibitions and that it will not collect, sell, retain, use, or disclose Personal Information in violation of this Addendum, the CCPA, or any other applicable Laws.

#### **4.0 DATA SCRUBBING VERIFICATION**

- 4.1 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.
- 4.2 If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

#### **5.0 AUDIT**

- 5.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice, permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.
- 5.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 5.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

#### **6.0 MISCELLANEOUS**

- 6.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 6.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 6.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.



# Project Statement

Version 7/21/15

## SECTION 1: PROJECT DETAILS

<b>Consultant</b>	
<b>National Grid Entity</b>	
<b>Project ID</b>	
<b>Project Name</b>	
<b>Start Date</b>	
<b>End Date</b>	
<b>Total Cost [USD\$]</b>	
<b>Master Services Agreement</b>	

## SECTION 2: PROJECT AUTHORIZATION

National Grid and Consultant hereby acknowledge and agree to the terms of this Project Statement and to the performance of the Services and provision of the Deliverables specified in this Project Statement by Consultant for and on behalf of National Grid in accordance with the terms and conditions of the Master Services Agreement.

### National Grid Authorization

National Grid Project Manager (Name) Title:	Signature	Date
National Grid Procurement Rep. (Name) Title:	Signature	Date

### Consultant Authorization

Consultant Representative (Name) Title:	Signature	Date
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### SECTION 3: PROJECT OVERVIEW

### SECTION 4: SCOPE OF SERVICES

Scope of Services:

Out of Scope:

### SECTION 5: DELIVERABLES

- 1.)
- 2.)
- 3.)
- 4.)

### SECTION 6: LABOR FEES AND EXPENSES

#### Basis of Remuneration

The labor fees and expenses set out in this Project Statement are estimates only. Consultant shall invoice National Grid for actual fees, direct costs and expenses incurred in relation to the provision of the Services and the Deliverables on a time and materials basis, provided that, in no circumstances shall Consultant exceed the estimate set out in herein, unless otherwise agreed between the parties in writing.

#### Project Cost Estimate

<b>Billing Type</b>	
<b>Hourly Rate (USD)</b>	
<b>Labor Fees (USD)</b>	
<b>Direct Costs (USD)</b>	
<b>Expenses</b>	
<b>Contingency Fees (amount of Labor Fees 'at risk' under this Project Statement)</b>	
<b>Subcontractor Costs (USD)</b>	
<b>Total Costs for this Project Statement</b>	

#### Detailed Project Cost Form



A detailed Project Cost Form outlining all estimated fees, resources, direct costs and expenses associated with this Project Statement is set out in **Exhibit 1: Project Cost Form**. The parties acknowledge that any changes which may be required to the data contained in Exhibit 1 will be managed in accordance with the terms of the Master Services Agreement.

**Direct Costs:**

**Expenses:**

**Contingency Fees:**

**Subcontractor Costs:** Third party costs will be billed at net cost.

## SECTION 7: PROJECT CONTACTS

### National Grid Contacts

<b>National Grid Project Manager</b>	Name:
	Title:
	Email:
	Tel:
<hr/>	
<b>National Grid Alternate Contact</b>	Name:
	Title:
	Email:
	Tel:

### Consultant Contacts

<b>Consultant Lead</b>	Name:
	Title:
	Email:
	Tel:
<hr/>	
<b>Consultant Alternative Contact</b>	Name:
	Title:
	Email:
	Tel:

# PCR Form

MSA Version 1.0 04/20/2015

## INSTRUCTIONS FOR USE

1. Use this form to document changes to the details set out in a Project Statement, a Project Cost Form or other documentation issued by the parties in relation to a Project under a Master Services Agreement.
2. Use a separate form for each Project. Attach documents where necessary to provide further details of the change.
3. If the change is agreed, representatives of each party must sign this form where indicated below. Please also state the exact date upon which the change will take effect.

### Step 1: Project Change Identification

PCR Ref [NG to assign]			
Project ID	[Number specific to this Project e.g. NBI.ABC.001]		
Project Name	[Name specific to this Project e.g. Technical Accounting Support]		
Consultant	[Full legal entity name e.g. ABC, LLP]		
Issue Date		National Grid Lead	
Initiating Party		Consultant Lead	

### Step 2: Project Change Details

[Include a full description of the change including any changes to the scope of work, resources, start and end dates or the total cost of the Project. Where applicable, attach supporting documents to provide further details of the change. This may include an updated Project Cost Form.]

<b>Total cost of this PCR</b> [Incremental amount this PCR will add to the Project]	<b>[\$[insert amount]]</b>	<b>New Total Cost of Project</b> [The sum of: original cost + cost of any PCRs issued to date for this Project + cost of this PCR]	<b>[\$[insert amount]]</b>
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### Step 3: Project Change Approval

<b>THIS PROJECT CHANGE REQUEST IS APPROVED</b>		<b>Date Change Takes Effect: [INSERT DATE HERE]</b>	
<b>SIGNED by National Grid</b>		<b>SIGNED by Consultant</b>	
Signature – Business		Signature	
Name & Title [Print]		Name & Title [Print]	
Date		Date	
<b>SIGNED by Procurement</b>			
Signature - Procurement			
Name & Title [Print]			
Date			

## Attachment C – Instructions for Ordering Background Checks (02-08-18)

Background checks can be ordered via Accurate Background's online system. Prior to ordering background checks, an account must first be setup with Accurate. To set up an account, contact Justine Quintos or Colleen West using the contact information below, and tell them you need an account for National Grid contractor background checks. When your account setup is complete, Accurate will send you an instruction manual for using their online system.

Note: There is a 7 – 10 day lead time required for Accurate to set up an account.

### **Primary contact**

[AccountsServices@accuratebackground.com](mailto:AccountsServices@accuratebackground.com)

949-609-2257

### **Secondary contact**

Colleen West

Phone: 949-609-2281

Fax: 949-380-2381

E-mail: [cwest@accuratebackground.com](mailto:cwest@accuratebackground.com)

## **Attachment B-2 – Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements**

### **(National Grid Level 2 Baseline and Supplemental Requirements)**

The entity or entities engaged or to be engaged under this contract to perform services for National Grid are alluded to throughout this document as “Contractor.” The individuals who will perform work for National Grid under this contract, including employees, principals, sole proprietors, sub-contractors, or contingent staff provided by the Contractor, are referred to as “Contractor Employees.”

Contractor must be able to evidence to National Grid or its agent that it has verified Contractor Employees’ identities and that all Contractor Employees are legally eligible to work in the country where the work is to be performed. National Grid requires that U.S. Contractors complete a Consent Based Social Security Number Verification (CBSV) on their Contractor Employees and match the results with other identification documents provided by their employees during their hiring practices. This represents a minimum background check requirement. Additional requirements listed below are required for National Grid Level 2 Baseline. Supplemental requirements may be deemed appropriate by National Grid or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work of the Contractor. These background checks must be completed for all Contractor Employees before they begin work under the contract, whether brought on at the outset of a contract or at any other point in the contract term. If it is determined at any time that a Contractor Employee does not meet the background requirements or has falsified a document that is or was part of the background check, Contractor shall notify National Grid Security immediately. National Grid Security will determine if the Contractor Employee must be removed from the work and will notify Contractor in writing of its determination. Contractor must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the contract and shall provide confirmation to National Grid upon request that the necessary background checks were performed and there were no adverse results. Upon reasonable notice, National Grid may perform an audit of Contractor’s background check records, background check program and all supporting documents concerning the background of any Contractor Employee performing work for National Grid should questions arise of character, veracity of previous employment and education, or allegations of criminal activity on the part of Contractor Employees or upon request from the National Grid business unit; provided that National Grid may be asked to sign an additional confidentiality agreement in form and substance reasonably satisfactory to Contractor. National Grid’s direct costs and the cost for any contracted audit services will be at the expense of National Grid. National Grid reserves the right to revise its requirements for Contractor Employee background checks during the contract term, which the Contractor must comply with. Any such revisions will be provided in writing. The Contractor may choose to not accept the revisions and renegotiate or terminate the contract.

# Attachment B-2 – Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements (for National Grid Level 2 Baseline and Supplemental Requirements)

## 1. Contractor Company Information

Name: TRC  
 Address 1: 21 Griffin Rd North  
 Address 2: \_\_\_\_\_  
 City: Windsor State: CT ZIP: 06095

## 2. Who would you like National Grid to contact regarding questions on the information provided below?

Name: Melissa Moule Telephone #: 603 851-2085  
 Fax #: \_\_\_\_\_ E-Mail: mmoule@TRCCompanies.com

3. Contractor certifies by signing and initialing below that it understands National Grid’s requirements for Contractor Employee background checks as defined in “National Grid Requirements for Contractor Employee Background Checks (For National Grid Level 2 Baseline & Supplemental Requirements)”, and that by engaging National Grid’s approved background check provider, Accurate Background, Inc., to perform checks on its employees, the following checks will performed: **\* If requesting an exception to the Accurate Background inc.requirements due to extenuating circumstances (i.e. cloud based data vendor) you must list in boxes (a-m) what procedures you currently perform. If you are requesting an exception, please also fill out section four below.**

## 4. Background Check Company

Name: Accurate Background Check  
 Address 1: 7515 Irvine Center Drive  
 Address 2: \_\_\_\_\_  
 City: Irvine State: CA ZIP: 92618  
 Telephone: \_\_\_\_\_

Background Checks	Initial
a. Consent based social security number verification (CBSV) and identification verification	<u>LEC</u>
*	
b. I-9 and E verify to determine eligibility to work in the country	<u>LEC</u>
*	
c. Social Security Trace	<u>LEC</u>
*	
d. Seven year criminal history background checks by state, county and federal jurisdictions	<u>LEC</u>
*	
e. Sex offender registry search	<u>LEC</u>

*		
f.	Seven year residential address verification	LEC
*		
g.	Seven year or last three employers employment verification (new hires only)	LEC
*		
h.	5 panel drug screening	LEC
*		
i.	Global watch list search	LEC
*		
j.	Motor vehicle driving record check and annual renewals (if applicable)	LEC
*		
k.	Previously terminated or removed workers (Attachment A paragraph 14)	
*		
l.	Supplemental requirements as checked	
*		
m.	Sub-contractor requirements	
*		

Lauren Courlemanche  
 Director, Human Resources

Lauren Courlemanche 12-23-19  
 Signature Date

4. Officer/Principal Name & Title

Signature

Date

5. NG Band A Name & Title

Signature

Date

**Instructions for completing Attachment B-2 – Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements**

Box 1 Name and mailing address of Company holding contract with National Grid

Box 2 Name of your company representative and requested contact information that National Grid will contact to resolve any questions or issues relating to information provided on this submission

Box 3 Your initials in the boxes (a-m) represent that these components of the background check will be completed pursuant to the requirements contained in Attachment A. Note: Components a-i are baseline requirements and must be completed for all Contractor Employees. Components j-m are supplemental as required by the nature of the work.

Box 4 Must be completed and signed, acknowledging that the contractor company is in full compliance with these requirements, and dated by an appropriate contractor representative.

**NATIONAL GRID ENERGY EFFICIENCY  
Statement of Work**

**This Statement of Work (SOW) Number NGRID, MA & RI Lighting and Products - (2020 -2024)** is entered into effective as of **January 1, 2020** by and between **TRC Environmental Corporation** having its principal place of business at 21 Griffin Road, North Windsor, CT 06095-1512, William Codner ("Consultant"), and **National Grid USA Service Company Inc.**, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451 on behalf of its Affiliates set forth in Schedule A: Affiliate Listing, ("National Grid", "Purchaser", "National Grid Company" or "Company").

**WHEREAS**, National Grid and Consultant entered into a Master Services Agreement effective as of January 1, 2020. ("Agreement");

**WHEREAS**, to cover the scope of work performed from 01/01/2020 through 03/31/2020 as the contract was never extended and the new SOW has an effective date of 04/01/2020 through 06/30/2024.

**WHEREAS**, the services provided from January 1, 2020 through March 31, 2020 were provided under Schedule C of the Consulting Services Agreement, dated 1 January 2012 and December 19, 2013 respectively for Field Support and Outreach Services for the MA & RI Energy STAR Consumer Products Initiative.

**WHEREAS**, National Grid and Consultant hereby acknowledge and agree to the terms of this Project Statement of Work ("SOW") and to the performance of the Services and provision of the Deliverables specified in this Project Statement by Consultant for and on behalf of National Grid in accordance with the terms and conditions of the Master Services Agreement.

**SECTION 1: PROJECT DETAILS**

<b>Consultant Program Lead Name</b>	William Codner
<b>National Grid Program Manager Name</b>	Elizabeth Terry
<b>Program Internal or Statewide</b>	Statewide
<b>Program Jurisdiction (i.e. RI, New York)</b>	██████ RI
<b>Program</b>	<b>ENERGY STAR® Lighting and Consumer Products</b> ██████ RI
<b>SOW Number</b> (Consecutive unique number to the program assigned by Consultant)	NGRID, ██████ RI Lighting and Products - (2020 -2024)
<b>Program Start Date</b>	January 1, 2020
<b>Program Completion Date</b>	June 30, 2024
<b>National Grid Total Cost - Lighting (not to exceed over)</b>	████████████████████ RI Total STAT Cost - \$1.35M

<b>National Grid Total Cost - Products (not to exceed over)</b>	[REDACTED] RI Total STAT Cost - \$900K
<b>Savings Goals for Lighting</b>	[REDACTED] RI Yearly Goal – 38,093 (2020 goal for reference)
<b>Savings Goals for Products (reference purposes only)</b>	[REDACTED] RI Yearly Goal – 4,768 (2020 goal for reference)

## SECTION 2: PROJECT OVERVIEW & OBJECTIVES

Vendor TRC Environmental Corporation for [REDACTED] RI ENERGY STAR® Lighting and Consumer Products Vendor is circuit rider. The Purchase Order covers the cost of TRC associates who manage field visits to local independent stores and regional and national big box stores to oversee advertising and delivery of rebate forms, in-store displays & associate training, for our customers to make educated energy efficient purchases.

## SECTION 3: SCOPE OF SERVICES

### Scope of Services:

See Exhibit E-1 attached for reference

This includes:

## SECTION 4: DELIVERABLES (Phases & Scope Description)

## SECTION 5: LABOR FEES AND EXPENSES

### Basis of Remuneration

The labor fees and expenses set out in this Project Statement are estimates only. Supplier shall invoice National Grid for actual fees, direct costs and expenses incurred in relation to the provision of the Services and the Deliverables on a time and materials basis, provided that, in no circumstances shall Supplier exceed the estimate set out in herein, unless otherwise agreed between the parties in writing.

### Project Cost Estimate & Deliverable Timelines



Any need for out-of-pocket expenses that emerge during the course of the project are to be agreed and approved in writing by National Grid in advance of incurring expense. **Actual hours to be reported out monthly and approved by National Grid.**

**Functional Role Responsibility & Hourly Rates – TRC Environment MA & RI Field Services Costs by Customer 2020-2024. See Schedule D-1 attached for reference**

## SECTION 6: PROJECT CONTACTS

### National Grid Contacts

<b>National Grid Project Manager</b>	Name: Elizabeth Terry
	Title: Sr Program Manager
	Email: Elizabeth.Terry@NationalGrid.com
	Tel: 781-907-1530

### Consultant Contacts

<b>Consultant Lead</b>	Name: William Codner
	Title: Director
	Email: <a href="mailto:wcodner@trccompanies.com">wcodner@trccompanies.com</a>
	Address: 5 Mount Royal Avenue, Suite 250. Marlborough, MA 01752
	Tel: (508) 460-1327

**IN WITNESS WHEREOF**, the parties have hereunto signed this Statement of Work as of the day and year first above written.

**National Grid:**

**TRC Environmental Solutions Corporation:**

By: John Isberg

DocuSigned by:  
Roger D Flanagan  
2C7E101BD90045B

Printed  
Name: John Isberg

Printed  
Name: Roger D. Flanagan

Title: Vice President Customer Solutions

Title: Senior Vice President

Date: \_\_\_\_\_

Date: 07 August 2020 | 2:16 PM PDT

**National Grid:**

DocuSigned by:  
Simon Harnett  
C8234D24461E4C8...

Printed  
Name: Simon Harnett

Title: Vice President, US Procurement

Date: 17 August 2020 | 5:24 PM EDT

**NATIONAL GRID ENERGY EFFICIENCY  
Statement of Work**

**This Statement of Work (SOW) Number** NGRID, [REDACTED] RI – Gas - (2020 -2024) is entered into effective as of January 1, 2020 by and between **TRC Environmental Corporation** having its principal place of business at 21 Griffin Road, North Windsor, CT 06095-1512, William Codner (“Consultant”), and **National Grid USA Service Company Inc.**, a Massachusetts corporation, with principal offices at 40 Sylvan Road, Waltham, MA 02451 on behalf of its Affiliates set forth in Schedule A: Affiliate Listing, (“National Grid”, “Purchaser”, “National Grid Company” or “Company”).

**WHEREAS**, National Grid and Consultant entered into a Master Services Agreement effective as of January 1, 2020. ("Agreement");

**WHEREAS**, to cover the scope of work performed from 01/01/2020 through 03/31/2020 as the contract was never extended and the new SOW has an effective date of 04/01/2020 through 06/30/2024.

**WHEREAS**, the services provided from January 1, 2020 through March 31, 2020 were provided under Schedule C of the Consulting Services Agreement, dated 1 January 2012 and December 19, 2013 respectively for Field Support and Outreach Services for the [REDACTED] RI Energy STAR Consumer Products Initiative.

**WHEREAS**, National Grid and Consultant hereby acknowledge and agree to the terms of this Project Statement of Work (“SOW”) and to the performance of the Services and provision of the Deliverables specified in this Project Statement by Consultant for and on behalf of National Grid in accordance with the terms and conditions of the Master Services Agreement.

**SECTION 1: PROJECT DETAILS**

<b>Consultant Program Lead Name</b>	William Codner
<b>National Grid Program Manager Name</b>	Robin Donnelly
<b>Program Internal or Statewide</b>	Statewide
<b>Program Jurisdiction (i.e. RI, New York)</b>	[REDACTED] RI
<b>Program</b>	Residential Gas Heating & Water Heating rebates [REDACTED] RI
<b>SOW Number</b> (Consecutive unique number to the program assigned by Consultant)	NGRID, [REDACTED] RI – Gas - (2020 -2024)
<b>Program Start Date</b>	January 1, 2020
<b>Program Completion Date</b>	June 30, 2024
<b>National Grid Total Cost (not to exceed over)</b>	[REDACTED] RI Total STAT Cost - \$800K

<b>Savings Goals for Residential Gas (reference purposes only)</b>	<div style="background-color: black; width: 100%; height: 20px; margin-bottom: 5px;"></div> RI Yearly Annual Net Therm Goal - 299,940
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**SECTION 2: PROJECT OVERVIEW & OBJECTIVES**

**Vendor TRC Environmental Corporation for [REDACTED] RI Prescriptive Residential Gas Heating Equipment Programs. Vendor is circuit rider. The Purchase Order covers the cost of TRC associates who manage field visits to local independent stores and regional and national big box stores to oversee advertising and delivery of rebate forms, in-store displays & associate training, for our customers to make educated energy efficient purchases.**

**SECTION 3: SCOPE OF SERVICES**

**Scope of Services:**

**See Exhibit E-1 attached for reference**

This includes:

**SECTION 4: DELIVERABLES (Phases & Scope Description)**

**SECTION 5: LABOR FEES AND EXPENSES**

**Basis of Remuneration**

The labor fees and expenses set out in this Project Statement are estimates only. Supplier shall invoice National Grid for actual fees, direct costs and expenses incurred in relation to the provision of the Services and the Deliverables on a time and materials basis, provided that, in no circumstances shall Supplier exceed the estimate set out in herein, unless otherwise agreed between the parties in writing.

**Project Cost Estimate & Deliverable Timelines**

Any need for out-of-pocket expenses that emerge during the course of the project are to be agreed and approved in writing by National Grid in advance of incurring expense. **Actual hours to be reported out monthly and approved by National Grid.**

**Functional Role Responsibility & Hourly Rates – TRC Environment RI Field Services Costs by Customer 2020-2024. See Schedule D-1 attached for reference**

Sponsor	2020			2021			2022			2023			2024					
	April - Dec			Jan-Dec			Jan-Dec			Jan-Dec			Jan - Jun					
	FP (PMO)	T&M	Total	FP (PMO)	T&M	Total	FP (PMO)	T&M	Total	FP (PMO)	T&M	Total	FP (PMO)	T&M	Total			
Berkshire Gas	\$ 2,604	\$ 9,369	\$ 11,972	\$ 3,463	\$ 11,711	\$ 15,174	\$ 3,463	\$ 11,945	\$ 15,408	\$ 3,463	\$ 12,184	\$ 15,647	\$ 1,732	\$ 6,214	\$ 7,945	\$ 14,725	\$ 51,421	\$ 66,146
CLC	\$ 19,995	\$ 48,194	\$ 68,189	\$ 17,815	\$ 60,243	\$ 78,058	\$ 17,815	\$ 61,448	\$ 79,263	\$ 17,815	\$ 62,677	\$ 80,492	\$ 8,908	\$ 31,965	\$ 40,873	\$ 75,749	\$ 284,526	\$ 340,275
CMA	\$ 21,395	\$ 76,975	\$ 98,370	\$ 28,455	\$ 96,215	\$ 124,670	\$ 28,455	\$ 98,144	\$ 126,599	\$ 28,455	\$ 100,107	\$ 128,561	\$ 14,227	\$ 51,054	\$ 65,281	\$ 120,986	\$ 432,499	\$ 543,466
National Grid MA Elec	\$ 66,277	\$ 238,460	\$ 304,737	\$ 88,149	\$ 298,075	\$ 386,224	\$ 88,149	\$ 305,214	\$ 393,363	\$ 88,149	\$ 311,318	\$ 399,467	\$ 44,075	\$ 158,773	\$ 202,847	\$ 374,799	\$ 1,311,839	\$ 1,686,638
National Grid MA Gas	\$ 61,150	\$ 220,013	\$ 281,163	\$ 82,225	\$ 271,152	\$ 353,377	\$ 82,225	\$ 276,576	\$ 358,801	\$ 82,225	\$ 282,807	\$ 365,031	\$ 41,112	\$ 142,018	\$ 183,131	\$ 348,937	\$ 1,192,567	\$ 1,541,502
Liberty Utilities	\$ 3,812	\$ 13,715	\$ 17,527	\$ 5,070	\$ 17,143	\$ 22,213	\$ 5,070	\$ 17,486	\$ 22,556	\$ 5,070	\$ 17,836	\$ 22,906	\$ 2,535	\$ 9,096	\$ 11,631	\$ 21,556	\$ 75,276	\$ 96,832
NJ/NSTAR Elec	\$ 63,244	\$ 227,546	\$ 290,790	\$ 84,115	\$ 284,433	\$ 368,547	\$ 84,115	\$ 290,121	\$ 374,236	\$ 84,115	\$ 295,924	\$ 380,038	\$ 42,057	\$ 150,921	\$ 192,978	\$ 357,645	\$ 1,248,944	\$ 1,606,590
NJ/NSTAR Gas	\$ 19,328	\$ 69,539	\$ 88,866	\$ 25,706	\$ 86,923	\$ 112,629	\$ 25,706	\$ 88,662	\$ 114,367	\$ 25,706	\$ 90,435	\$ 116,141	\$ 12,853	\$ 46,122	\$ 58,975	\$ 109,297	\$ 381,681	\$ 490,678
NJ/WMECo	\$ 14,308	\$ 51,478	\$ 65,786	\$ 19,029	\$ 64,347	\$ 83,377	\$ 19,029	\$ 65,634	\$ 84,664	\$ 19,029	\$ 66,947	\$ 85,976	\$ 9,515	\$ 34,143	\$ 43,658	\$ 80,910	\$ 282,550	\$ 363,460
Unithl - Electric	\$ 1,879	\$ 6,781	\$ 8,660	\$ 2,499	\$ 8,451	\$ 10,950	\$ 2,499	\$ 8,620	\$ 11,119	\$ 2,499	\$ 8,792	\$ 11,291	\$ 1,250	\$ 4,484	\$ 5,734	\$ 10,626	\$ 37,108	\$ 47,734
Unithl - Gas	\$ 1,047	\$ 3,767	\$ 4,814	\$ 1,392	\$ 4,708	\$ 6,101	\$ 1,392	\$ 4,803	\$ 6,195	\$ 1,392	\$ 4,899	\$ 6,291	\$ 696	\$ 2,498	\$ 3,194	\$ 5,920	\$ 20,674	\$ 26,595
<b>Total</b>	<b>\$ 246,432</b>	<b>\$ 965,815</b>	<b>\$ 1,234,254</b>	<b>\$ 357,912</b>	<b>\$ 1,203,405</b>	<b>\$ 1,561,323</b>	<b>\$ 357,918</b>	<b>\$ 1,228,652</b>	<b>\$ 1,586,570</b>	<b>\$ 357,918</b>	<b>\$ 1,253,924</b>	<b>\$ 1,611,842</b>	<b>\$ 178,959</b>	<b>\$ 637,286</b>	<b>\$ 816,247</b>	<b>\$ 1,521,152</b>	<b>\$ 5,289,086</b>	<b>\$ 6,810,235</b>

Rhode Island Gas and Electric

Sponsor	2020			2021			2022		
	FP (PMO)	T&M	Total	FP (PMO)	T&M	Total	FP (PMO)	T&M	Total
National Grid RI	\$ 67,362.00	\$ 490,461.70	\$ 557,823.70	\$ 67,362.00	\$ 490,461.70	\$ 557,823.70	\$ 67,362.00	\$ 500,640.14	\$ 568,002.14

2023			2024		
FP (PMO)	T&M	Total	FP (PMO)	T&M	Total
\$ 67,362.00	\$ 510,824.84	\$ 578,186.84	\$ 33,681.00	\$ 359,710.24	\$ 393,391.24

	%
<b>RI Programs</b>	<b>Allocation</b>
National Grid Electric (L&P)	72.9%
National Grid Resi Gas (Htg)	27.1%

**SECTION 6: PROJECT CONTACTS**

**National Grid Contacts**

<b>National Grid Project Manager</b>	Name: Robin Donnelly
	Title: Sr Program Manager

	Email: <a href="mailto:Robin.Donnelly@NationalGrid.com">Robin.Donnelly@NationalGrid.com</a>
	Tel: 781-697-7081

**Consultant Contacts**

<b>Consultant Lead</b>	Name: William Codner
	Title: Director
	Email: <a href="mailto:wcodner@trccompanies.com">wcodner@trccompanies.com</a>
	Address: 5 Mount Royal Avenue, Suite 250. Marlborough, MA 01752
	Tel: (508) 460-1327

**IN WITNESS WHEREOF**, the parties have hereunto signed this Statement of Work as of the day and year first above written.

**National Grid:**

**TRC Environmental Solutions Corporation:**

By: *John Isberg*

DocuSigned by:  
*Roger D Flanagan*  
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Printed  
Name: John Isberg

Printed  
Name: Roger D. Flanagan

Title: Vice President Customer Solutions

Title: Senior Vice President

Date: \_\_\_\_\_

Date: 07 August 2020 | 2:16 PM PDT

**National Grid:**

DocuSigned by:  
By: *Christine Ashford*  
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Printed  
Name: Christine Ashford

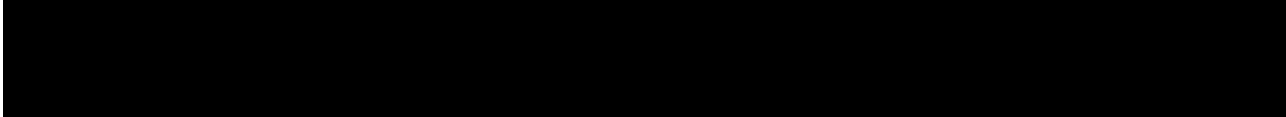
Title: US Director, Indirect Procurement

Date: 13 August 2020 | 8:53 AM EDT

# Field Implementation Services Statement of Work ("SOW") For TRC Environmental Corporation

## Overview

*Field Implementation and Circuit Riding for the following states and programs:*



*National Grid Rhode Island Retail Program Offerings (ENERGY STAR® Lighting and Consumer Products, Heating and Cooling)*

## 1. Introduction

TRC Environmental Corporation will provide for the Program Administrators of [REDACTED] National Grid Rhode Island ("Sponsors") the following circuit rider and field implementation activities in support of their Retail Program Offerings.

The Sponsors are:

- [REDACTED]
- National Grid Rhode Island

The specific measures include current ENERGY STAR Lighting, ENERGY STAR Consumer Products, and High Efficiency Heating & Cooling measures which include Programmable Thermostats, ENERGY STAR-Rated Wi-Fi Enabled (Smart) Thermostats, and Hot Water Heating Equipment for residential customers. Due to fluid impacts such as industry ratings, market costs, cost-effectiveness screenings, and additional factors, the mix of specific measures discussed in this scope of work will vary during the proposed contract period. Subject to the General Terms and Conditions of the Agreement, Sponsors do not guarantee any specific level or amount of Work.

Field support and circuit riding efforts will be in support of increasing awareness and participation in the Sponsors' ENERGY STAR Lighting, ENERGY STAR Products, Heating & Cooling, and Water Heating initiatives which are described in detail below. The term for this SOW will begin on April 1, 2020 and extend through June 30, 2024.

There can be no cross subsidization of work [REDACTED]

## 2. Background

Although specific measures may change, the objective of the Sponsors' programs do not. Our goal is to increase and expedite the adoption of energy efficient technologies by passing along incentives to our residential gas and electric customers. The Sponsors have been very successful in this mission. The collaborative efforts of the Sponsors have led to Massachusetts being ranked the top state in the country for energy efficiency by the ACEEE for nine years straight. Rhode Island ranked third in the

ACEEE rankings.

The aforementioned programs use the following delivery methods to bring incentives to our customers.

Note: The delivery methods and products can be modified at any time to meet the programs' needs:

**Upstream & Instant Discount** – ENERGY STAR certified LED bulbs and fixtures, and Tier 1 and Tier 2 advanced power strips

**Midstream** – ENERGY STAR certified pool pumps, and energy efficient low flow showerheads.

**Instant In-store** - Room air cleaners, room air conditioners, dehumidifiers and Wi-Fi thermostats (MA only). May include other measures in the future.

**Downstream** – programmable thermostats, ENERGY STAR certified dryers, dehumidifiers, air purifiers/air cleaners, room air conditioners, and also ENERGY STAR rated Wi-Fi Enabled (Smart) thermostats, and water heaters. Additionally, the Vendor will promote the Sponsors' recycling offers which currently include working refrigerators, freezers, and dehumidifiers.

The table below indicates the number of lighting, appliance, and water heating retailers currently participating in the Sponsors' programs and the number of households per Sponsor territory. Some retailers sell multiple product lines including lighting, appliances and water heating equipment, and are therefore may be counted in more than one column. N/A means not an option in that Sponsor territory.

Number of Participating Retailers and Sponsor Households

Sponsors	Retail Lighting	Appliance Retailers	Water Heating Retailers	# Electric Households	# Natural Gas Households
[REDACTED]					
National Grid Rhode Island	566	164	16	438,996	224,177



### 3. SOW

The Vendor will need to furnish all necessary personnel, office space, equipment, materials, services, licenses, transportation, and other necessary resources to accomplish the SOW.

The following sections highlight the core tasks for Vendor services for the Sponsors' programs.

#### Task 1 – Retailer and Distributor Outreach & Support

Develop a retailer support implementation plan. Plans should include field visits to local independent stores and regional and national big box stores and include strategies and/or methods by which existing retailer/Sponsor relationships would be best maintained and enhanced. Geographic proximity to other retailers should be considered when conducting field visits in order to maximize travel efficiency. The Vendor is also responsible for visits to pool pump distributors and for maintaining and enhancing positive relationships with them. Plans should define the level and frequency of retailer/distributor field visits to be provided and discuss whether these services will vary based on retailer size, product sales, or other factors. The frequency of field visits, as presented below, may be adjusted by Sponsors based on perceived need, and the Vendor will adjust accordingly.

Field Visits Frequency Table

Tier	Retail Segment	Types of Retail/Distributor Partners	Visit Frequency	Programs
Tier 1	Home Improvement, Big Box	Home Depot, Lowe's	Twice per month	Lighting & Products, and Gas Products
Tier 2	Large Department, Club Warehouse, Appliance	Walmart, Costco, Best Buy, BJ's, Appliance Retailers, and Target	One per month	Lighting & Products, and Gas Products
Tier 3	Hardware, Small Department, and Pool Distributors	Ace Hardware, True Value, Baystate Pool, Ocean State Job Lot, Heritage Recreation	Once every six weeks (with active promotion)	Lighting & Products, and Gas Products
Tier 4	Discount & Ethnic Markets (HTR), Grocery and Specialty	Family Dollar, Dollar General, Big Y, Dollar Tree, Market Basket, Shaw's, Stop and Shop, Hannaford's, Batteries Plus	Quarterly (with active promotion)	Lighting & Products
Tier 5	Pharmacy, Convenience, and Office Supply	CVS, Stop & Shop, Walgreens, HTR markets, etc.	Bi-Annual (with active promotions)	Lighting and Products

Develop and implement a sales training approach to be used in conjunction with manufacturer and retailer meetings. Provide input and creative ideas for training retail sales

staff on not only Sponsors' Programs incentives, but also the end user benefits such as energy use reductions and the potential financial savings that result when investing in energy efficient technologies.

During field visits, the Vendor will respond to questions on program implementation, provide training to new sales staff, place new Point of Purchase (POP) promotional materials and rebate forms, replace missing or damaged materials, assess how program POP and other marketing materials are displayed, verify delivery of products being sold through joint promotions with industry, and replenish program rebate forms and coupons. Sponsors will require summary reports of visits to be delivered electronically to all program sponsors for a specified time period.

Provide additional support to retailers by accepting inquiries via telephone and email.

Support Sponsors at special events that may require partnering with retailers such as in-store events, recycling vendors, home shows, etc. Provide ideas for interactive or digital displays and other educational tactics at such events.

Develop and distribute a retailer support package, including materials that explain the Sponsors offerings, individual Sponsor promotions (as needed), and also dealer participation agreements, forms, and administrative procedures.

Review rebate forms and POP materials and provide comments to Sponsors and Marketing agency.

The Vendor may be asked to work in support of other Sponsor programs for field services, including, but not limited to, the promotion of heat pump water heaters.

## Task 2 – Retailer and Manufacturer Cooperative Promotions

### Cooperative Promotion RFP Process

- On behalf of the Sponsors, the Vendor will release one or more Request for Proposals (RFPs) for cooperative promotions over the contract period. Historically, the retail lighting RFP process has been driven by lighting manufacturers, and the appliance RFP process has been driven by retailers, although there have been a few lighting submittals by retailers and a few manufacturer submittals for appliances. In this task, the Vendor will initiate and manage competitive solicitations with industry (manufacturers and retailers) to implement joint promotions with Sponsors.
- Work with Sponsors to refine the current joint promotions RFP.
- Distribute RFPs to appropriate industry contacts.
- Receive the submittals and review industry proposals, make recommendations to Sponsors and develop a system to track submitted proposals and implemented promotions.

- Negotiate final details with industry for selected promotions. Develop memoranda of understanding (MOUs) specifying the details of each promotion. Participating Sponsors and industry participants will all sign these MOUs. Update MOUs as needed with updated products and pricing and update the rebate fulfillment processor with correct information.

#### MOU Implementation

- Coordinate with the fulfillment vendor on implementation of the promotions to ensure the terms of the MOU are followed. The Vendor is to ensure rebate fulfillment vendor is aware of MOU updates in a timely fashion. Also, the Vendor is to train and follow up with manufacturers and retailers to make sure they provide the proper products and pricing information to the rebate fulfillment vendor for accurate billing and work to reduce the number of bills sent to the rebate fulfillment vendor.
- Ensure MOUs are being implemented and adhered to in the field (make sure proper pricing and product placement are occurring at store level, proper POP is displayed, and MOU contracts are valid).
- Provide Sponsors with regular updates on promotional status. Funds for underperforming promotions may be reallocated to more successful promotions.
- As directed by Sponsors, work with manufacturers, distributors and local retailers to develop additional joint promotions, monitor availability of products into the region for adequacy of supply and monitor and report to Sponsors on possible new product introductions into the region in a real-time manner.
  - For national chains, work with the appropriate corporate, regional and local personnel to develop mutually acceptable promotional programs.
  - For local and regional distributors, work to assure the promotion addresses Sponsor needs as to product mix and area coverage
  - For manufacturers, work with the appropriate corporate personnel to develop mutually acceptable promotional programs.
  - Represent, support and advocate regional concerns and issues when dealing with national ENERGY STAR promotional programs

#### Cooperative Advertising

- As directed by Sponsors, work with local retailers on possible cooperative advertising by performing administrative functions, such as:
  - Accepting retailer requests for Co-op Ad funding
  - Previewing the ads and seeking Sponsor pre-approval
  - Notifying retailer of needed changes; obtaining Sponsor pre-approval
  - Accepting retailer-completed Co-op Ad Reimbursement Forms with required back-up documentation
  - Presenting final approval request to Sponsor for payment
  - Transmitting "Co-Op Advertising Check Request" to fulfillment vendor for payment to retailer.

Develop, maintain, and expand a database of any and all industry partner contacts including, but not limited to, National and Regional Chain Retail Contacts, Manufacturer Contacts, Manufacturer Representative Contacts, etc. Industry Partner contacts can be defined as retail or manufacturer contacts who can partner and assist in Sponsors' goal of increasing exposure of its incentives and approved measures.

#### Task 3– Reporting to Sponsors and Quality Assurance

- Prepare and distribute a monthly electronic report to Sponsors summarizing progress to date on:
  - Numbers of inquiries by retailers via telephone and internet
  - Number of field visits completed, by Sponsor territory, with summary notes of visits
  - Retailer, distributor, and manufacturer issues raised
  - Special promotional events
  - Market intelligence and trends by measure
  - On-going marketing, communications, and public relations issues
  - Other issues or observations; i.e., customer and manufacturer feedback
- Prepare an annual report by Sponsor with a draft due on February 28th of each year and a final report due on March 31st.
- Based on Sponsor requests, attend monthly Mass Save Retail working group meetings (by phone or in person as appropriate) and allocate additional time as needed for teleconferences to report on program progress and related program matters.
- With Sponsor's approval, attend Industry Trade Shows to maintain and foster relationships with industry partners. Additionally, attend [REDACTED] National Grid RI events as requested by Sponsors.
- Maintain regular communications with Sponsors to ensure that program needs are being met and to identify potential promotional, marketing, and public relations opportunities.
- Develop and implement a quality assurance plan for staff working in support of the program. Incorporate spot-checking for compliance with program requirements and promotional guidelines.
- Immediately report quality control or customer service issues that might negatively impact Sponsors' programs.
- Work collaboratively with Rebate Processing vendor to provide monthly progress to goals data to Sponsors using Tableau or similar platform.

#### Task 4 – Field Surveys and Inventory

- Provide information on efficient product availability by conducting annual in-store surveys to measure and report retail prices and floor and shelf display data for both the Lighting & Consumer Products as well as the Natural Gas programs.
- The survey shall use a stratified random sample design, based on the list of retailers that had an active promotion at some point during calendar year.
- For the lighting products, appliances, and consumer electronics promoted by the Program, collect price and display data for (LEDs, halogens, and incandescent bulbs), LED fixtures and appliances categories (refrigerators, freezers, clothes washers, clothes dryers, room air conditioners, dishwashers, room air cleaners, dehumidifiers and tier 1 and 2 APS).

- Reporting: Deliver two reports annually – one covering the findings from the appliances/consumer products surveys and one from the lighting surveys.
- For the Natural Gas program, the following products will be inventoried: Wi-Fi enabled (Smart) thermostats, on-demand (tankless) water heaters, indirect water heaters, high efficiency condensing gas water heaters, and high efficiency energy storage water heaters as requested by the sponsors.
- The survey data should be analyzed each year to evaluate the Initiatives' progress toward market transformation.

#### Task 5- Other Vendor Responsibilities – Billing

- In addition to completing the Tasks above, the Vendor will need to address the following:
  - Provide monthly billing to Sponsors within 15 days of the close of the month with line item billing/reporting by measure type (lighting, appliances, HVAC, Water Heating) and by physical location of the retailer or distributor visited. Each Sponsor will be billed individually with detail specific charges. Assist Sponsor program evaluation teams by providing specified program data periodically and on an ad-hoc basis.
- Review rebate forms and POP materials and provide comments to Sponsors and Marketing vendor, as requested.
- Field support staff should maintain a hotline for retailer personnel to utilize with any program implementation questions they may have. Field support staff should also maintain a regular check-in phone call with assigned Program Administrators as determined by each Sponsor.
- Field support staff will have live personnel available for questions or information requests Monday through Friday (except holidays) between 8:00 AM to 5:00 PM E.S.T. Off-hours will have the capability to leave voice messages to which the Vendor will respond by the next business day.
- As directed by Sponsors, work with local independent and specified as Hard-to-Reach retailers to develop additional joint promotions. Hard-to-Reach (HTR) are defined as those customers not likely to invest in energy-efficient lighting for a variety of cultural, economic, and linguistic reasons. For national chains, the Vendor will work with the appropriate corporate, regional and local personnel to develop mutually acceptable promotional programs. Involvement will include but is not limited to performing in-store promotional events, etc. as directed by the Sponsors.
- Provide marketing support services as requested by the Sponsors

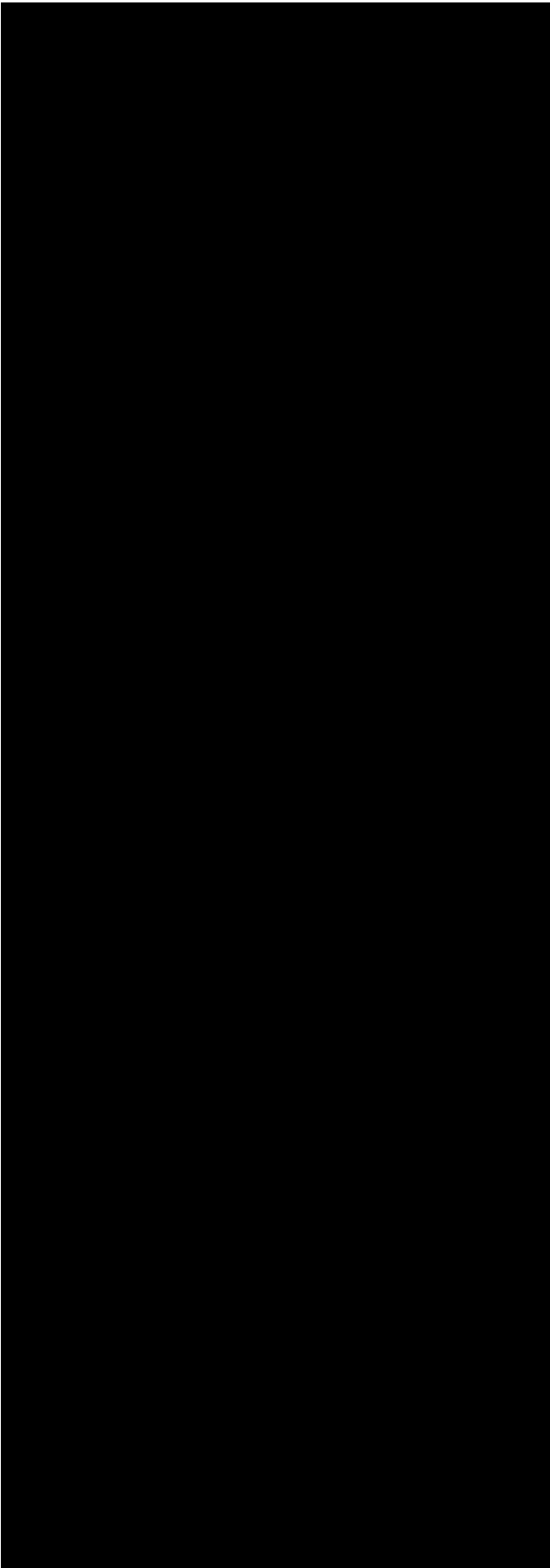
REDACTED

Schedule D-1

Total Funding Jan 1, 2020 - June 31, 2024

FP (PMO)	T&M	Total
\$ 1,109,607.43	5,078,001.86	\$ 6,187,609.29

REDACTED



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NRIID - RI Gas & Electric		
Total		
FP (PMO)	T&M	Total
\$ 286,288.50	\$ 2,146,382.46	\$ 2,432,670.96
2020		
April - Dec		
FP (PMO)	T&M	Total
\$ 90,511.50	\$ 384,745.53	\$ 475,257.03
2021		
Jan-Dec		
FP (PMO)	T&M	Total
\$ 67,362.00	\$ 490,461.70	\$ 557,823.70
2022		
Jan-Dec		
FP (PMO)	T&M	Total
\$ 67,362.00	\$ 500,640.14	\$ 568,002.14
2023		
Jan-Dec		
FP (PMO)	T&M	Total
\$ 67,362.00	\$ 510,824.84	\$ 578,186.84
2024		
Jan - Jan		
FP (PMO)	T&M	Total
\$ 33,631.00	\$ 259,710.24	\$ 293,341.24

Rhode Island Gas and Electric

Sponsor	2020		2021		2022		2023		2024		Total
	FP (PMO)	April - Dec T&M	FP (PMO)	Jan - Dec T&M	FP (PMO)	Jan - Dec T&M	FP (PMO)	Jan - Dec T&M	FP (PMO)	Jan - Jan T&M	
National Grid RI	\$ 90,511.50	\$ 384,745.53	\$ 67,362.00	\$ 490,461.70	\$ 67,362.00	\$ 500,640.14	\$ 67,362.00	\$ 510,824.84	\$ 33,631.00	\$ 259,710.24	\$ 286,288.50
		\$ 475,257.03		\$ 557,823.70		\$ 568,002.14		\$ 578,186.84		\$ 293,341.24	\$ 2,432,670.96

% Allocation  
 RI Programs 72.50%  
 National Grid Electric (L&P) 27.50%  
 National Grid Fuel Gas (P&G)



REDACTED

T&M Labor Cat	2020 T&M Rates (April - Dec)	2021 T&M Rates	2022 T&M Rates	2023 T&M Rates	2024 T&M Rates (Jan June)
Analyst	\$76.00	\$77.50	\$79.00	\$80.50	\$82.00
Account Lead	\$55.00	\$56.00	\$57.00	\$58.00	\$59.00
Account Lead II	\$65.00	\$66.50	\$68.00	\$69.50	\$71.00
Administrative	\$39.00	\$40.00	\$41.00	\$42.00	\$43.00
Call Center Manager	\$67.50	\$69.00	\$70.50	\$72.00	\$73.50
Call Center Representative	\$32.50	\$33.00	\$33.50	\$34.00	\$34.50
Call Center Rep II	\$50.00	\$51.00	\$52.00	\$53.00	\$54.00
Field Manager	\$81.00	\$82.50	\$84.00	\$85.50	\$87.00
Field Team Representative	\$43.00	\$44.00	\$45.00	\$46.00	\$47.00
Field Team Representative II	\$56.50	\$57.50	\$58.50	\$59.50	\$60.50
IT I	\$73.00	\$74.50	\$76.00	\$77.50	\$79.00
IT II	\$94.00	\$96.00	\$98.00	\$100.00	\$102.00
IT III	\$112.00	\$114.00	\$116.50	\$119.00	\$121.50
IT IV	\$153.00	\$156.00	\$159.00	\$162.00	\$165.00
National Accounts Manager	\$128.50	\$131.00	\$133.50	\$136.00	\$138.50
Operations Coordinator	\$66.50	\$68.00	\$69.50	\$71.00	\$72.50
Program Manager	\$86.00	\$87.50	\$89.50	\$91.50	\$93.50
Program Manager II	\$123.00	\$125.50	\$128.00	\$130.50	\$133.00
Promotions Manager	\$71.00	\$72.50	\$74.00	\$75.50	\$77.00
Promotions Manager II	\$98.00	\$100.00	\$102.00	\$104.00	\$106.00
Senior Evaluator	\$96.00	\$98.00	\$100.00	\$102.00	\$104.00
Special Projects Coordinator	\$65.00	\$66.50	\$68.00	\$69.50	\$71.00
Special Projects Coordinator II	\$75.00	\$76.50	\$78.00	\$79.50	\$81.00
Special Projects Supervisor	\$57.00	\$58.00	\$59.00	\$60.00	\$61.00
Support Clerk II	\$33.00	\$33.50	\$34.00	\$34.50	\$35.00
Technical Advisor	\$90.00	\$92.00	\$94.00	\$96.00	\$98.00

REDACTED

<b>2020</b>			
<b>Jan-Mar</b>			
<b>Programs</b>	<b>FP (PMO)</b>	<b>T&amp;M</b>	<b>Total</b>
MA	34,277.25	178,661.51	212,938.76
RI	14,353.50	85,600.45	99,953.95
MA Gas	8,300.01	15,572.33	23,872.34
RI Gas	2,487.00	8,575.42	11,062.42
MA SF	2,754.51	11,639.83	14,394.34
RI SF	2,612.49	10,233.78	12,846.27
NY Lighting	11,880.00	25,200.27	37,080.27
<b>Total</b>	<b>76,664.76</b>	<b>335,483.59</b>	<b>412,148.35</b>

REDACTED

T&M Labor Cat	2020 T&M Rates (Jan-Mar)
Analyst	\$ 75.09
Account Lead	\$ 53.81
Call Center Manager	\$ 66.34
Call Center Representative	\$ 31.87
Field Manager	\$ 79.27
Field Team Representative	\$ 41.99
Field Team Representative II	\$ 55.48
IT I	\$ 71.62
IT II	\$ 92.10
IT III	\$ 110.08
IT IV	\$ 150.01
National Accounts Manager	\$ 125.78
Operations Coordinator	\$ 64.96
Program Manager	\$ 84.36
Program Manager II	\$ 117.15
Promotions Manager	\$ 69.53
Senior Evaluator	\$ 93.93
Special Projects Coordinator	\$ 64.29
Special Projects Supervisor	\$ 55.67
Support Clerk II	\$ 32.54
Technical Advisor	\$ 88.15

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)  
In Re: Investigation of Misconduct by The Narragansett Electric Company  
Relating to Past Payments of Energy Efficiency Program Shareholder Incentives  
Responses to the Division's First Set of Post-Decisional Data Requests  
Issued on June 17, 2022

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Division 1-13

Request:

For the period 2012-2021, show how the Company's performance incentives for each year were recalculated, showing all calculations for each year, under each method described in the June 7<sup>th</sup> report: to wit, "actuals-average" method, "straight average" method, and "actuals-highest percentage" method.

Response:

Please refer to The Narragansett Electric Company's response and attachments to Public Utilities Commission's Post-Decision Data Request 3-1, filed in Docket No. 5189.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
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Division 1-14

Request:

Who or what entity designed and then ran the “actuals-average” method, “straight average” method, and “actuals-highest percentage” method as described in the report?

Response:

The Narragansett Electric Company and the forensic consultant collaborated on the design and selected methods. The forensic consultant ran the “actuals-average” method, “straight average” method, and “actuals-highest percentage” method, as described in the June 7, 2022 “Review of Invoices within the Rhode Island Energy Efficiency Program,” report.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
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Division 1-15

Request:

What was the earliest date that the Company became aware that there was a potential problem with employees and “out of period” invoices? When the Company became aware of this problem, what steps, if any, did it take to communicate this issue to the Division or the Commission?

Response:

On January 7, 2022, The Narragansett Electric Company (“Narragansett”) responded to PUC Data Request 5-4 in the 2022 Annual Energy Efficiency Program Plan, Docket No. 5189, wherein a detailed explanation of the genesis of the issues under investigation in this docket was provided.

As explained in the response to PUC Data Request 5-4, in early 2020, Narragansett and a group of Massachusetts energy efficiency program administrators initiated an investigation into conduct of a manufacturer participating in the Residential Upstream Lighting program. In March 2020, counsel for Narragansett notified Commission counsel and Division counsel that the manufacturer was being reviewed for non-compliance with certain program rules.

In June 2020, in the course of the initial investigation, Narragansett received an unsubstantiated allegation from the manufacturer that an employee working on Narragansett’s program had asked a vendor participating in the Upstream Lighting Program to hold-off on submitting end-of-year invoice from that vendor, and to submit the invoice in the subsequent calendar year. The matter was referred internally to the legal, human resources, and ethics departments, and review by these departments ensued through early fall.

In the October 2020 timeframe, counsel for Narragansett informally notified counsel for the Commission and the Division that, during the course of the unrelated investigation of the manufacturer, a collateral claim was raised by a party under investigation and that Narragansett was taking the matter seriously and investigating the claim.<sup>1</sup>

Narragansett’s internal investigation into the employee conduct continued through the first and second quarter, 2021, ultimately confirming the manufacturer’s allegation. With confirmation of the veracity of the allegation, counsel for Narragansett followed up with Commission counsel and Division counsel by phone on August 6, 2021, to notify them that an allegation was made in

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<sup>1</sup> Counsel for Narragansett had previously notified Commission counsel and Division counsel of the investigation of the lighting manufacturer for noncompliance with certain program rules in March 2020.

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Division 1-15, page 2

relation to employee conduct, prompting an internal investigation and that, based on the review completed thus far, it was determined that employee misconduct had occurred. Counsel for Narragansett conveyed that, because the investigation was ongoing, the full scope and impact was not known at that point.

On December 6, 2021, counsel for Narragansett notified Commission counsel of the follow-on investigation of the accounting practices relating to the out-of-period invoices, the estimated impact on customers, and the intent to remediate these impacts.

As noted above, on January 7, 2022, Narragansett responded to Data Request 5-4 in the 2022 Annual Energy Efficiency Program Plan, Docket No. 5189, providing a detailed explanation of the genesis of the initial investigation of the manufacturer, and the subsequent allegations of employee misconduct relating to the out-of-period invoices.

Finally, Narragansett communicated its conclusions about "out-of-period" invoicing to the Division and the Commission in its filing of the June 7, 2022, "Review of Invoices within the Energy Efficiency Program," in Docket No. 5189.

The Narragansett Electric Company  
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Division 1-16

Request:

The Company asserts in its report that it has taken corrective and remedial measures resulting from the Phase I and Phase II investigations including implementing an “enhanced formal accrual process.” Please describe the formal accrual process both before and after the “enhancements.”

Response:


Please see Attachment DIV 1-16-1 for The Narragansett Electric Company's (“Narragansett”) energy efficiency accrual policy and process effective December 1, 2021 until PPL Rhode Island Holdings, LLC's acquisition of Narragansett on May 25, 2022. As stated in Section III B.6, the energy efficiency accounting team requests approvals by managers of program managers for accruals submitted for the programs for which their group is responsible if it is the last month of each financial quarter.

Please see Attachment DIV 1-16-2 for Narragansett's prior accrual policy.

Enhanced training is another part of the energy efficiency accrual process, as discussed in Narragansett's response to data request DIV 1-17, to be delivered to employees twice annually. One training is delivered prior to the end of the calendar year to ensure that all energy efficiency employees and vendors understand their responsibilities with respect to providing accurate and complete accrual information for December for regulatory reporting. Separate sessions are held for employees and for vendors. Prior to 2021, accrual training was delivered annually in March, prior to the end of Narragansett's fiscal year.

Audit remediation was also enhanced in 2021 such that, when Narragansett identifies significant material accrual exceptions for a particular vendor or program manager within the energy efficiency program (during accrual testing throughout the year), a conference call is held with the vendor and program manager to discuss the audit exceptions, identify root causes, and ensure that accrual requirements are understood.



 <b>US ACCOUNTING POLICY</b>	
<b>Energy Efficiency Accrued Liabilities</b>	Version: Energy Efficiency Accrued Liabilities V4
<b>Prior Updated:</b> 07/30/2021	Effective Date:12//01/2021
<b>Current Update:</b> 12/15/2021	
<b>Applicability:</b> National Grid USA - All Companies	
<i>Departure from this Policy requires the approval of EE Accounting</i>	

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### I. Purpose & Scope

This accounting policy establishes the guidelines for activities related to the recording and reporting of accrued liabilities in order to ensure that the Energy Efficiency Group accounts for unrecorded liabilities at the end of each monthly accounting period. This accrual is in compliance with National Grid’s US Accounting Policy 305.01.1 “Accrued Liabilities” (“AP 305.01.1”), and generally accepted accounting principles (“GAAP”).

The purpose of the monthly accrual is to ensure that all liabilities are recorded for the accounting period and thus reported for that period in the Company’s financial statements.

EE Accounting and EE Reporting, in conjunction with Program Managers, Marketing, Program Execution, and any others identified as relevant, have the joint responsibility for ensuring that all unrecorded liabilities for EE Program charges for work completed or services provided during the month are accrued at the end of the month. Procedures have been implemented to ensure the accuracy of the accrual amount recorded (Refer to Energy Efficiency Monthly Invoice Accrual Procedures in Appendix). This policy provides guidance on the relevant policies and procedures for accruing unrecorded Energy Efficiency liabilities.

### II. Policy

#### A. Definitions

**Liability:** Probable future sacrifices of economic benefits arising from present obligations of a particular entity to transfer assets or provide services to other entities in the future as a result of past transactions or events.

**Accrued Liabilities:** Amounts computed by an entity as owed to third parties for goods or services received but not recorded.

## B. General Criteria

- The obligation requires future settlement by the transfer of cash, goods or services
- The obligation is unavoidable (i.e., the Company would have little control or discretion to avoid the transfer)
- The transaction or other event creating the obligation has already occurred

When the company has an obligation to pay cash, transfer other assets, or provide services (payment-in-kind) to a third party, a liability shall be recognized, although a legally enforceable provision may not exist. There must be a reasonable and supportable basis to record liabilities, and each accrual must be supported with proper documentation.

## C. Energy Efficiency Specific Criteria

In keeping with the General Criteria, specific InDemand statuses have been defined to indicate whether an Energy Efficiency project is accruable. Unique "basis to record liabilities" exist for Energy Efficiency. Different DSM/InDemand system statuses have been established as points of accrual for various classifications of programs within the InDemand database. Individual cases may occur where, due to the complexity of the work or multiple layers of contractors/subcontractors, a unique decision must be made about whether to record a liability. Program managers and other appropriate individuals should work with EE Accounting to make this determination. (Refer to InDemand Accruable Statuses Chart in Appendix).

## D. Measurement

When a current obligation exists, but the invoice has not been received or the exact amount of the future payment is unknown, an estimate of the obligation must be made based on available information.

## E. Accountability

The Energy Efficiency Accounting Group in conjunction with the EE Program Managers and EE Program Management Team and other groups working with vendors on EE projects such as, but not limited to, Evaluations and Marketing are responsible for ensuring that all accrued liabilities are properly calculated and recorded for each accounting period. In keeping with this policy, all liabilities incurred during the current month for which an invoice has not been posted in SAP must be accrued. Any accruals from previous months that meet the accrual criteria in the current period must be re-accrued as well.

# III. Timeline and Procedures

## A. Monthly Accrual Timeline

In order for the accrual of unrecorded liabilities to be recorded prior to the financial closing deadlines, EE Accounting establishes a monthly accrual timeline. This timeline is communicated, along with the current accrual due date, to the appropriate individuals through a monthly accrual email. With the exception of the last calendar month of the calendar year, the following key dates are applicable on a monthly basis unless a specific exception arises. A different year-end schedule may be used for the last calendar month of the year due to EE program regulatory reporting requirements for the calendar year. The standard timeline is as follows:

**7th business day of the month:** The accrual due date for the month is communicated through a monthly accrual email sent to appropriate individuals.

**4 business days before the last business day of the month:** Last day to enter invoices into InDemand for payment in the current month, 5:45 Eastern time cut-off

**3 business days before the last business day of the month:** Deadline at End of Day Eastern time for submitting manual accrual templates to Energy Efficiency Accounting. Work begins on consolidating the accrual templates and assessing the reasonableness of the manual accruals.

**Last Calendar day of the month:** Last day for InDemand uploads/updates that will be included in the Monthly Accrual Report

**1<sup>st</sup> business day of new month (Workday 1):** IT sends automated Monthly Accrual Report, Consolidated IDOC report, and AP Report (aka Payment Pulled Report) to EE Accounting. EE Accounting prepares the consolidated accrual file with accrual amounts for each distribution company based on the Reports and manual accrual templates submitted, prepares analytics, reviews the accrual for reasonableness, prepares Commentary based on an analysis of the accrual, and sends the monthly Accrual JE file to the EE Reporting Manager for approval.

**2<sup>nd</sup> business day of the new month (Workday 2):** EE Reporting Manager approves the journal entries, and EE Accounting records the accrual journal entries prior to the workday 2 posting cut-off designated by the National Grid Close Calendar.

## B. Procedures

The following procedures represent an overview of the steps performed for the EE monthly accrual. Detailed desktop procedures for the EE Monthly Accrual can be found in Appendix B.

1. EE Accounting sends a monthly accrual instructional email detailing the key accrual dates for the month and other information needed to perform the accrual. The appropriate National Grid Program Manager, Marketing or Program Execution individual, etc. should ensure that all of their vendors are aware of the accrual milestone dates for the month.
2. Certain key high-volume vendors have been identified to submit monthly accruals directly to the EE Accounting, with a copy to the relevant EE Program Manager or key contact. These vendors are on the distribution list for directly receiving the monthly Accrual Email noted in #1 above.
3. The responsible National Grid employees and EE vendors should update InDemand statuses and project information and upload applications/Workpackages/invoices before month-end. These updates should be as accurate and complete as possible.
4. Updating InDemand in a timely manner with status changes or uploaded applications/workpackages reduces the need for manual accrual templates to be submitted and therefore increases accrual accuracy. All EE Program Managers and other key contacts are expected to work with their vendors and others who update InDemand to ensure that statuses are updated and/or invoices are entered before the end of the month.
5. In instances where the responsible party is unable to update InDemand in a timely manner, an invoice has not yet been received by National Grid or the vendor has not yet produced an invoice, a manual accrual template is used to report unrecorded liabilities. The creator of the manual template emails the completed template, in accordance with the accrual timeline, to EE Accounting. It is the responsibility of the vendors and the vendor-facing managers to submit informed estimates when necessary rather than "no accrual". NG Program Managers and other key contacts are responsible for insuring the reasonableness of accruals submitted directly by vendors for their programs.
6. EE Accounting compares accrual responses received with the Required Submitters list and sends a follow-up email to any missing submitters. For the last month of each quarter, EE Accounting also requests that each Manager of Program Managers sign-off on the accuracy and completeness of the accruals submitted for the programs for which their group is responsible.

7. EE Accounting aggregates the accrual templates received and compares manual accruals with previous months to assess reasonableness. Questions regarding the accruals received for key vendors are addressed directly with the vendor and/or the appropriate Program Manager. When this review is completed the consolidated accrual template is incorporated into the monthly Consolidated Accrual file.
8. When the Consolidated Accrual file has been fully prepared, a pivot is prepared to aggregate the accrual amount by Distribution Company for the journal entries. Additionally, analytics are performed on the Consolidated Accrual file to identify variances from normal patterns such as percentage of accrued expenses by distribution company, percentage of accrued expenses by accrual type, and dollar amount by top vendors. Significant variances are researched before finalizing the monthly accrual journal entries.
9. The journal entries along with the consolidated accrual file backup, analytics, and commentary on the accrual amount and variances vs. historical trends are sent to the EE Reporting Manager for approval. Once approved, the journal entries are parked and posted in SAP.

#### **IV. More information**

For further clarification and considerations, please refer to National Grid's policy Accrued Liabilities "AP 305.01.1" and/or contact EE Accounting.

## V. Appendices

- A. InDemand Accruable Status Chart Rev 14-11-2020. Note: the most recent InDemand Statuses chart is saved on the EEReporting shared drive in InDemand\Accruable Statuses folder.




InDemand Statuses chart Rev 14\_11-2020.xlsx

- B. EE Monthly Invoice Accrual Desktop Procedures. Note: the most recent version of the EE Monthly Invoice Accrual Desktop Procedures is saved in the EE Accruals Policy and Procedures folder on the EEReporting shared drive.



EE Accrual Desktop  
Procedures V5 CLK V1 (in process of being updated)

		<b>US ACCOUNTING POLICY</b>	
<b>Energy Efficiency Accrued Liabilities</b>		Version: Energy Efficiency Accrued Liabilities V3	
<b>Prior Updated:</b> 01/01/2018		Effective Date: 07/30/2021 retroactive to 01/01/2018	
<b>Current Update:</b> 07/30/2021			
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The purpose of the monthly accrual is to ensure that all liabilities are recorded for the accounting period and thus reported for that period in the Company’s financial statements.

EE Accounting and EE Reporting, in conjunction with Program Managers, Marketing, Program Execution, and any others identified as relevant, have the joint responsibility for ensuring that all unrecorded liabilities for EE Program charges for work completed or services provided during the month are accrued at the end of the month. Procedures have been implemented to ensure the accuracy of the accrual amount recorded

(Refer to Energy Efficiency Monthly Invoice Accrual Procedures in Appendix). This policy provides guidance on the relevant policies and procedures for accruing unrecorded Energy Efficiency liabilities.

## II. Policy

### A. Definitions

**Liability:** Probable future sacrifices of economic benefits arising from present obligations of a particular entity to transfer assets or provide services to other entities in the future as a result of past transactions or events.

**Accrued Liabilities:** Amounts computed by an entity as owed to third parties for goods or services received, but not paid for and not recorded as trade accounts payable.

### B. General Criteria

- The obligation requires future settlement by the transfer of cash, goods or services
- The obligation is unavoidable (i.e., the Company would have little control or discretion to avoid the transfer)
- The transaction or other event creating the obligation has already occurred

When the company has an obligation to pay cash, transfer other assets, or provide services (payment-in-kind) to a third party, a liability shall be recognized, although a legally enforceable provision may not exist. There must be a reasonable and supportable basis to record liabilities, and each accrual must be supported with proper documentation.

### C. Energy Efficiency Specific Criteria

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When a current obligation exists, but the invoice has not been received or the exact amount of the future payment is unknown, an estimate of the obligation must be made based on available information.

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The Energy Efficiency Accounting Group is responsible for ensuring that all accrued liabilities are properly calculated and recorded for each accounting period. In keeping with this policy, all liabilities incurred during the current month for which an invoice has not been posted in SAP must be accrued. Any accruals from previous months that meet the accrual criteria in the current period must be re-accrued as well.

### III. Timeline and Procedures

#### A. Monthly Accrual Timeline

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**6th business day of the month:** The accrual due date for the month is communicated through a monthly accrual email sent to appropriate individuals.

**4 business days before the last business day of the month:** Last day to enter invoices into InDemand for payment in the current month/

**3 business days before the last business day of the month:** Deadline for submitting manual accrual templates to Energy Efficiency Accounting. Work begins on consolidating the accrual templates and assessing the reasonableness of the manual accruals.

**Last Calendar day of the month:** Last day for InDemand entries/updates that will be included in the Monthly Accrual Report

**1<sup>st</sup> business day of new month (Workday 1):** IT sends automated Monthly Accrual Report, Consolidated IDOC report, and AP Report (aka Rachelle file/Payment Pulled Report) to EE Accounting. EE Accounting prepares the consolidated accrual file with accrual amounts for each distribution company based on the Reports and manual accrual templates submitted, prepares analytics, reviews the accrual for reasonableness, prepares Commentary based on an analysis of the accrual, and sends the monthly Accrual JE file to the EE Reporting Manager for approval.

**2<sup>nd</sup> business day of the new month (Workday 2):** EE Reporting Manager approves the journal entries, and EE Accounting records the accrual journal entries.

#### B. Procedures

The following procedures represent an overview of the steps performed for the EE monthly accrual. Detailed desktop procedures for the EE Monthly Accrual can be found in Appendix B.

1. EE Accounting sends the monthly accrual instructional email detailing the key accrual dates for the month and other information needed to perform the accrual
2. Certain key high volume vendors have been identified to submit monthly accruals directly to the EE Accounting. Most of these vendors are on the distribution list for directly receiving the monthly Accrual Email. However, the appropriate National Grid Program Manager, Marketing or Program Execution individual should insure that all of their vendors are aware of the accrual milestone dates for the month



3. The responsible National Grid employees and EE vendors should update InDemand statuses and project information and upload applications/Workpackages/invoices before month-end. These updates should be as accurate and complete as possible.
4. Updating InDemand in a timely manner with status changes or uploaded applications/workpackages reduces the need for manual accrual templates to be submitted and therefore increases accrual accuracy. All EE Program Managers are expected to work with their vendors and others who update InDemand to ensure that statuses are updated and/or invoices are entered before the end of the month.
5. In instances where the responsible party is unable to update InDemand in a timely manner, an invoice has not yet been received by National Grid or the vendor has not yet produced an invoice, a manual accrual template is used to report unrecorded liabilities. The creator of the manual template emails the completed template, in accordance with the accrual timeline, to EE Accounting. It is the responsibility of the vendors and the vendor-facing managers to submit informed estimates when necessary rather than "no accrual".
6. EE Accounting compares accrual responses received with the Required Submitters list and sends a follow-up email to any missing submitters.
7. EE Accounting aggregates the accrual templates received and compares manual accruals with previous months to assess reasonableness. Questions regarding the accruals received for key vendors are addressed directly with the vendor and the appropriate Program Manager. When this review is completed the consolidated accrual template is incorporated into the monthly Consolidated Accrual file.
8. When the Consolidated Accrual file has been fully prepared, a pivot is prepared to aggregate the accrual amount by Distribution Company for the journal entries. Additionally, analytics are performed on the Consolidated Accrual file to identify variances from normal patterns such as percentage of accrued expenses by distribution company, percentage of accrued expenses by accrual type, and dollar amount by top vendors. Significant variances are researched before finalizing the monthly accrual journal entries.
9. The journal entries along with the consolidated accrual file backup, analytics, and commentary on the accrual amount and variances vs. historical trends are sent to the EE Reporting Manager for approval. Once approved, the journal entries are parked and posted in SAP.

#### IV. More information

For further clarification and considerations, please refer to National Grid's policy Accrued Liabilities "AP 305.01.1" and/or contact EE Accounting.

## V. Appendices

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InDemand Statuses chart Rev 14\_11-2020.xlsx

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EE Accrual Desktop  
Procedures V5 CLK V1 (in process of being updated)

The Narragansett Electric Company  
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Issued on June 17, 2022

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Division 1-17

Request:

- a) Please provide a copy of the training provided in March 2021, as well as the refreshers in July 2021, and November 2021.
- b) Please identify all employees by title that received the training.
- c) Please identify whether there were any testing procedures to evaluate the effectiveness of this training.
- d) Please describe the “manager sign-off” described at page 12 of the report.

Response:

- a) Please see Attachment DIV 1-17-1.
- b) Please see Attachment DIV 1-17-2.
- c) The employees who were trained were not individually tested; however, the training included knowledge reviews, which included sample test-like questions for group discussion (see Attachment DIV 1-17-1 at pages 13 and 19-25). The training also conducted live polls (see Attachment DIV 1-17-1 at pages 35, 41, 47, 54, 57, 65, and 70) to collect data on whether users felt familiar, prepared and ready to apply the information shared in the training to do their work. This covered topics such as payment receipts, unrecorded invoices, and un-invoiced work.
- d) During 2021, the InDemand system was programmed to require “manager sign-off” requirements to improve controls and match up with the delegation of authority (“DOA”) process for The Narragansett Electric Company. Specifically, the InDemand system was programmed to include at least two separate points of review for program managers to obtain manager sign-off before advancing an invoice for payment, and third and fourth points of review are triggered if the dollar threshold exceeds certain limits within the DOA, as shown in the sample below.

Approval of invoices before payment	PM should get the required financial approvals by email based on DOA below prior to approving invoices for payment in InDemand. Attach approval email to this checklist.			
	• Manager less than \$50,000			
	• Director from \$50,000 to \$500,000			
	• VP from \$500,000 to \$5 million			
	• Senior VP above \$5 million			



**Energy Efficiency Accounting  
Accrual Discussion**

**March 22, 2021**

**Slido: 19431**

**nationalgrid**



## Agenda

- Opening
- Wellness Moment
- Accrual Accounting Fundamentals
- EE Accrual Mechanics
- Accrual Best Practices
- Findings from CAP testing
- Knowledge Review
- Q&A



# Wellness Moment

nationalgrid

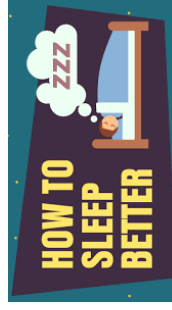
## SLEEP HEALTH – SNOOZE OR LOSE

Sleep is so essential to our physical and mental wellbeing that we are biologically designed to spend 1/3 of our lifetime sleeping. You shouldn't think of sleep as wasted time! It is essential as recharge time for your brain and body.

Ongoing sleep deprivation is linked to many chronic diseases: heart disease, high blood pressure, stroke, kidney disease, and diabetes.

Are you sleep challenged? Check out these tips on how to sleep well:

- Plan to get 7-8 hours of sleep daily
- Go to sleep and get up at the same time every day
- Stay away from caffeine after 3 pm
- Get regular exercise
- Turn off screens at least 1 hour before bedtime
- If you can't fall asleep after 20 minutes, do something calming until you feel sleepy



# The basics of accrual accounting



- **Accrual Definition:**  
An accrual for expenses means recording a charge to the books of records for work that has been completed but not yet recorded.
- Expenses should be recorded in the period that work was completed/that they are incurred, **NOT** when invoiced or paid.  
The receipt of an invoice and/or the timing of payment do not impact whether an item needs to be accrued.
- Expenses & liabilities for EE work completed that have not been recorded in SAP should be accrued for every month until recorded in SAP.



# Why accruals are important



- Accrual accounting is required by U.S. GAAP. Under U.S. GAAP, expenses/vendor liabilities are recorded when the expense/liability is incurred, not when cash is paid.
- Missed accruals above certain thresholds result in the need to correct the financial statements by reopening the books. This may also be elevated to the audit committee.
- Properly recording accruals insures that:
  - National Grid is able to meet its reporting obligations
    - SEC
    - Regulatory Reporting
    - Rate Cases
  - Reliable information is available to Leadership for decision-making

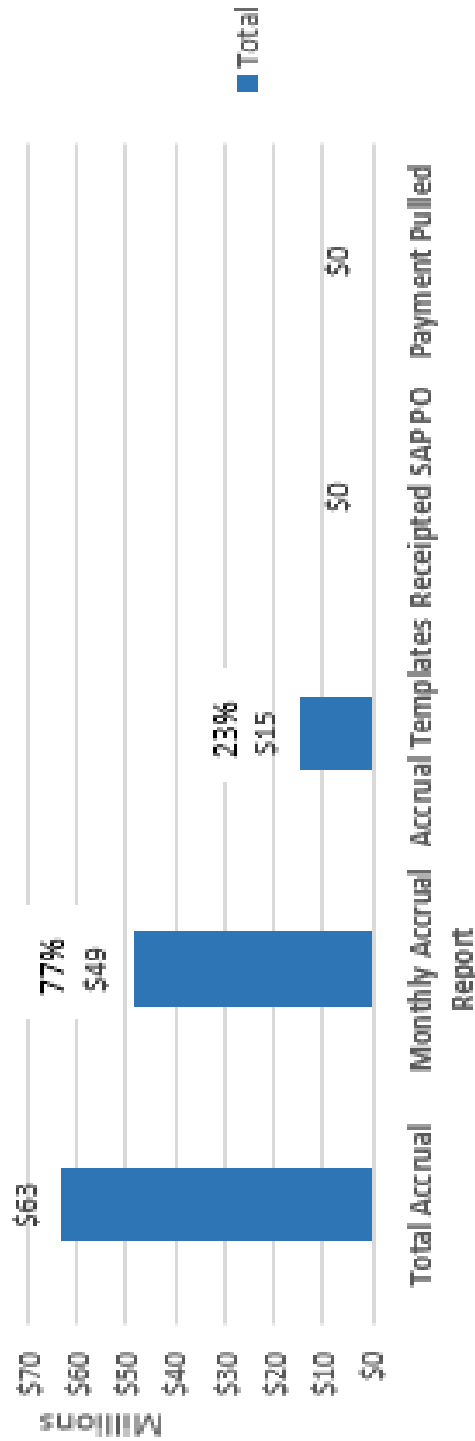


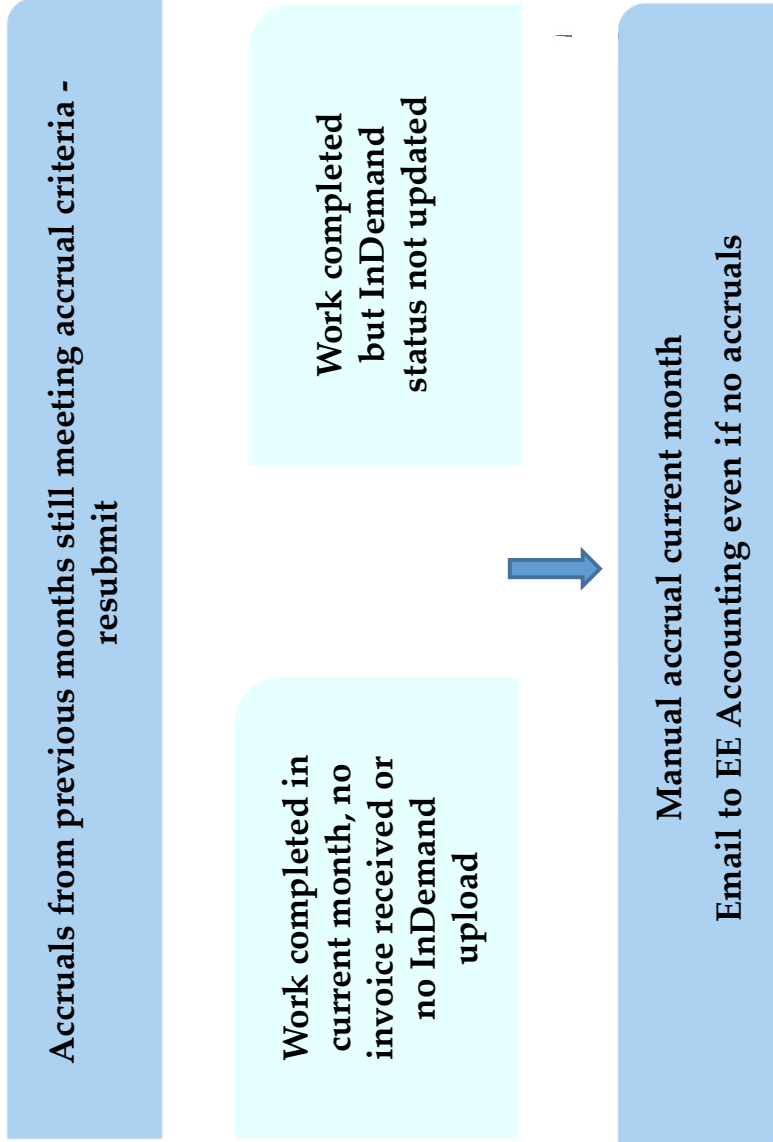


# Sources of EE Invoice Accrual Data



EE Invoice Accrual Source Components - Average Monthly Last 12 Months







## Missed Accruals – Common Themes

- Vendor Invoicing Cycles and Misconceptions
  - Work completed for the month after the last bill run was not accrued
- Late uploads/updates to InDemand – monthly charges
  - uploaded/updated after month-end and therefore should be accrued but no manual accrual
- Accruals from prior months were not re-accrued
- Due diligence shortfalls/Lack of understanding
  - Vendor didn't submit an accrual so no accrual submitted to EE Accounting
  - Vendor's accrual estimate not questioned





## Tips on Preparing for Fiscal Year-End

- Reach out to vendors and remind them to submit manual accruals. Discuss accrual due date and guidelines for what needs to be accrued.
- Review and when needed challenge vendor’s manual accruals.
- Use other sources to prepare and submit your own estimates when necessary.
- Adhere to the accrual due date.



# CAP Testing 9-30-2020 EE accruals



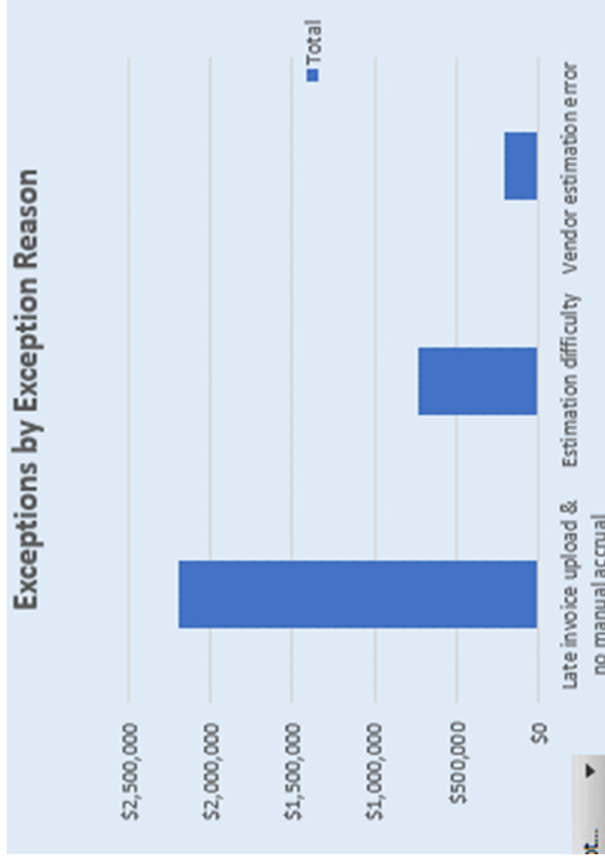
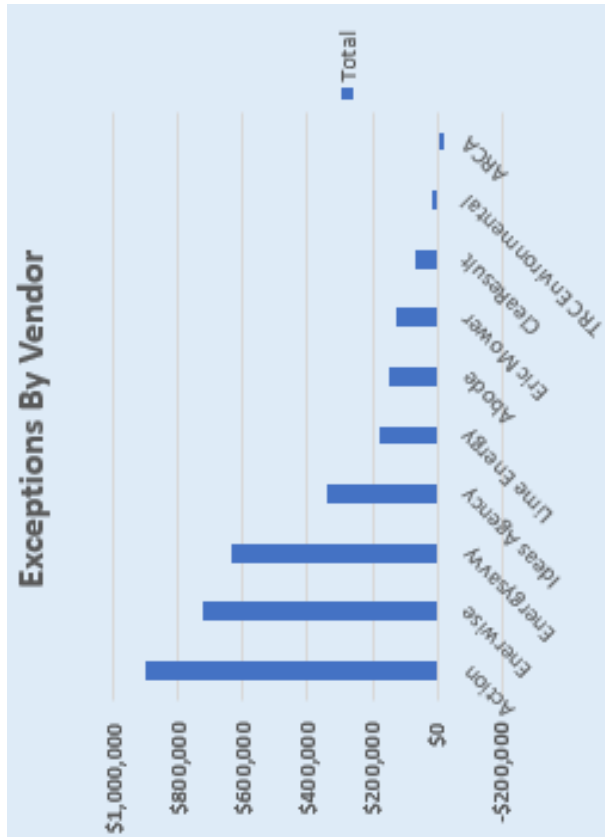
CAP TESTING SCORECARD ENERGY EFFICIENCY	
Total Invoice Value of Samples Tested	\$25,753,165
Total # Samples/Invoices Tested	35
Total Exceptions*	3,124,746
Total # Samples/Invoices With Exceptions	11
Exception Rate by \$ Amt	12%
Exception Rate by Sample/Invoice Count	31%

\* Immaterial over- and under-accrual amts excluded

Vendor	Invoice Testing Sample Population Vendor, Co. and Invoice Count						Grand Total
	5110	5210	5310	5330	5360		
EFI			6				6
ABODE			4				4
ENERWISE	2						2
LIME ENERGY		2					2
ERIC MOWER		2					2
CLEARRESULT			2				2
NORTHERN ENERGY			2				2
RISE					2		2
ACTION			2				2
BOSTON SKATING				1			1
ELECTRIC BOAT					1		1
IDEAS AGENCY		1					1
ARCA RECYCLING			1				1
ORACLE					1		1
DALKIA ENERGY			1				1
ELCON			1				1
TRC		1					1
VISION ENERGY			1				1
ENERGYSAVVY			1				1
ENERGYHUB			1				1
<b>Grand Total</b>	<b>2</b>	<b>6</b>	<b>22</b>	<b>1</b>	<b>4</b>		<b>35</b>



# EE Accrual Exceptions



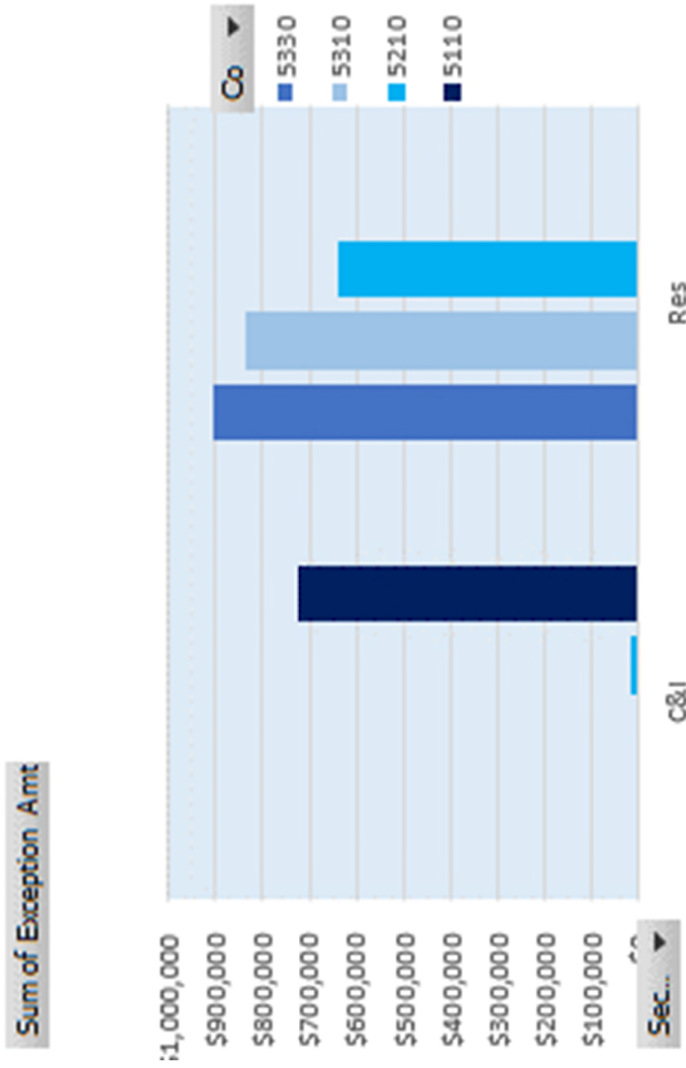
Vendor	Sum of Exception Amt
Action	\$903,424
Enerwise	\$727,129
Enerwise	\$633,982
Ideas Agency	\$338,250
Lime Energy	\$175,067
Abode	\$150,955
Eric Mower	\$126,090
ClearResult	\$67,908
TRC Environmental	\$19,581
ARCA	-\$17,640
<b>Grand Total</b>	<b>\$3,124,746</b>

Exception Reason	Sum of Exception Amt	% of Exception Amt
Late invoice upload & no manual accrual	\$2,196,394	70%
Estimation difficulty	\$727,129	23%
Vendor estimation error	\$201,223	6%
<b>Grand Total</b>	<b>\$3,124,746</b>	<b>100%</b>

# EE Accrual Exceptions (cont.)



Exceptions by Sector & Company



Sector & Co	Exception Amt	% of Total Exception	
		Amt View 1	Amt View 2
C&I	\$746,710	24%	
5110	\$727,129		23%
5210	\$19,581		1%
Res	\$2,378,036	76%	
5210	\$639,407		20%
5310	\$835,205		27%
5330	\$903,424		29%
<b>Grand Total</b>	<b>\$3,124,746</b>	<b>100%</b>	<b>100%</b>

# Accrual Knowledge Review

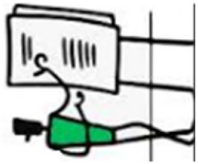
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- Receipt of a payment determines whether an accrual needs to be recorded
  - a. Yes
  - b. No
  - c. It depends on circumstances
- In March, 2021 an unrecorded invoice for services to be provided from April, 2021 through March, 2022 should be accrued.
  - a. Yes
  - b. No
  - c. It depends on circumstances
- A vendor invoices work completed in week 3 each month and uploads invoices to InDemand. Un-invoiced work completed/expected to be completed in week 4 should be accrued.
  - a. Yes
  - b. No
  - c. It depends on circumstances







- This deck
- Monthly EE Accounting accrual emails
- Monthly accrual calendar
- InDemand status chart





Exception Details						
Vendor	Sample Identification	Over/under Accrual	Company	Sector	Exception Amt	Notes
Enerwise (dynamic load mgt)	Invoice No. 183763, Workpackage No. 112746	underaccrued	5110	C&I	\$727,129	
sample 4 Action	Invoice No. 183548, Application 11625144 Res Multifamily over 20	underaccrued	5330	Res	\$903,424	
sample 8 Boston Skating Club	Application No. 9426770, Child App 11587452	overaccrued	5330	C&I	(\$4,595)	Excluded in analysis. Not material
Sample 146 Ideas Agency	PR 323963	underaccrued	5210	Res	\$338,250	
Sample 170 ARCA	PR 323663	overaccrued	5310	Res	(\$17,640)	
Sample 160 Lime Energy	invoice 183882	underaccrued	5210	Res	\$157,234	
Sample 237 TRC Environmental	Invoice No. 184368	underaccrued	5210	C&I	\$19,581	
Sample 307 Rise Engineering	nvoice No. 184778, workpackage 113221	underaccrued	5360	Res	\$329	Excluded in analysis. Not material
Sample 315 Abode	Invoice No. 183715, Workpackage No. 112738	underaccrued	5310	Res	\$150,955	
Sample 317 Energysavvy	Invoice No. 184298	underaccrued	5310	Res	\$633,982	
Sample 320 ClearResult	Invoice No. 183576, Workpackage No. 112667	underaccrued	5310	Res	\$67,908	
Sample 321 Eric Mower	Invoice No. 240341	underaccrued	5210	Res	\$126,090	
Sample 345 Lime Energy	Invoice No. 184823	underaccrued	5210	Res	17,834	



# nationalgrid

# Appendix 2

CAP Samples Tested

Batch	Tracking (Sample Number)	Accounting Document No.	Company Code	Sector	FY	Reference	GL Account	Invoice Number	Posting Date	Vendor Number	Vendor Name	Amount Paid (From Check)	Invoice Header Amount	Invoice Line Amount
Batch 3	Sample 225	19000137962	5310	C&I	2021	DSM1852138324960	C2321000	1900013796	11/9/2020	1000056807	DALKIA ENERGY SOLUTIONS LLC	411,008	411,008	(411,008)
Batch 3	Sample 226	19000053509	5360	C&I	2021	DSM101076325350	C2321000	1900005350	11/17/2020	1000019263	ELECTRIC BOAT	427,247	427,247	(427,247)
Batch 3	Sample 237	51000368889	5210	Res	2021	DSM184368324718	C2321000	510022446	11/21/2020	4000004534	TRC ENVIRONMENTAL CORP.	549,163	524,963	(524,963)
Batch 3	Sample 255	19000145900	5310	C&I	2021	DSM113864325327	C2321000	1900014580	11/17/2020	1000056807	ELCOM GROUP INC	371,056	324,410	(324,410)
Batch 3	Sample 307	51000013252	5360	Res	2021	DSM184778325333	C2321000	51002395 74	11/16/2020	4000001164	RISE ENGINEERING	1,691,031	799,994	(799,994)
Batch 3	Sample 315	51000182256	5310	Res	2021	DSM183715324324	C2321000	51002246 72	11/21/2020	1000044590	ABODE ENERGY MANAGEMENT LLC	2,900,818	892,445	(892,445)
Batch 3	Sample 317	51000182291	5310	Res	2021	DSM184298324503	C2321000	51002247 36	11/21/2020	4000011817	ENERGYSAVVY INC.	633,982	633,982	(633,982)
Batch 3	Sample 318	51000182297	5310	Res	2021	DSM184229324474	C2321000	51002247 46	11/21/2020	4000014255	ENERGY FEDERATION INC	1,588,936	1,145,638	(1,145,638)
Batch 3	Sample 319	5100020137	5310	Res	2021	DSM184729325533	C2321000	51002447 41	11/19/2020	4000014449	ENERGYHUB INC	816,739	336,065	(336,065)
Batch 3	Sample 320	5100018405	5310	Res	2021	DSM183576324812	C2321000	51002262 44	11/31/2020	4000014060	CLEARRESULT CONSULTING INC	2,140,482	972,565	(972,565)
Batch 3	Sample 321	5100038438	5210	Res	2021	DSM183269322977	C2321000	51002329 15	11/9/2020	1000051232	ERIC MOWER AND ASSOCIATES INC	297,460	297,460	(297,460)
Batch 3	Sample 325	5100018786	5310	Res	2021	DSM184044324860	C2321000	51002296 83	11/5/2020	4000014255	ENERGY FEDERATION INC	1,683,689	1,683,689	(1,683,689)
Batch 3	Sample 328	5100019575	5310	Res	2021	DSM184044324860	C2321000	52000163 66	11/16/2020	4000014255	ENERGY FEDERATION INC	1,683,689	1,683,689	(1,683,689)
Batch 3	Sample 329	5100019638	5310	Res	2021	DSM184044324860	C2321000	51002395 93	11/16/2020	4000014255	ENERGY FEDERATION INC	1,683,689	1,683,689	(1,683,689)
Batch 3	Sample 333	5100019974	5310	Res	2021	DSM184621325493	C2321000	51002433 68	11/18/2020	1000044590	ABODE ENERGY MANAGEMENT LLC	5,453,463	1,267,106	(1,267,106)
Batch 3	Sample 335	5100019987	5310	Res	2021	DSM184730325488	C2321000	51002433 87	11/18/2020	1000044590	ABODE ENERGY MANAGEMENT LLC	5,453,463	1,077,567	(1,077,567)
Batch 3	Sample 336	5100020131	5310	Res	2021	DSM184812325571	C2321000	51002447 34	11/19/2020	1000002026	ACTION INC.	2,131,596	1,798,048	(1,798,048)
Batch 3	Sample 337	5100020144	5310	Res	2021	DSM184927325566	C2321000	51002447 50	11/19/2020	4000014255	ENERGY FEDERATION INC	742,001	712,948	(712,948)
Batch 3	Sample 345	5100039561	5210	C&I	2021	DSM184823325375	C2321000	51002395 80	11/16/2020	1000006109	LIME ENERGY SERVICES COMPANY	388,409	388,409	(388,409)
Batch 3	Sample 346	5100019770	5310	C&I	2021	DSM184792325405	C2321000	51002412	11/17/2020	1000003181	NORTHERN ENERGY SERVICES	163,207	163,207	(163,207)



# Appendix 2 (cont.)

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## CAP Samples Tested

Batch	Tracking (Sample Number)	Accounting Document No.	Company Code	Sector	FY	Reference	GL Account	Invoice Number	Posting Date	Vendor Number	Vendor Name	Amount Paid (From Check)	Invoice Header Amount	Invoice Line Amount
Batch 1	Sample 1	5100036585	5110	C&I	2021	DSM183763323604	C2321000	510020986	10/21/2020	1000046556	ENERWISE GLOBAL TECHNOLOGIE	-	727,129	(727,129)
Batch 1	Sample 2	5100017365	5310	Res	2021	DSM183697324070	C2321000	5100211514	10/22/2020	1000044590	ABODE ENERGY MANAGEMENT L	2,711,584	929,349	(929,349)
Batch 1	Sample 3	5100016357	5310	Res	2021	DSM183592323654	C2321000	510019938	10/12/2020	4000014255	ENERGY FEDERATION INC	-	841,720	(841,720)
Batch 1	Sample 4	5100016246	5310	Res	2021	DSM183548323572	C2321000	510019728	10/19/2020	1000002026	ACTION INC.	903,424	903,424	(903,424)
Batch 1	Sample 5	5100016511	5310	Res	2021	DSM182878323446	C2321000	510019337	10/16/2020	4000014060	CLEAR RESULT CONSULTING INC	1,833,273	843,218	(843,218)
Batch 1	Sample 6	5100010547	5360	Res	2021	DSM183236323002	C2321000	510018814	10/12/2020	4000001164	RISE ENGINEERING	2,342,828	928,162	(928,162)
Batch 1	Sample 7	1900105055	5310	C&I	2021	DSM103224323506	C2321000	190010505	10/13/2020	1000051835	VISION ENERGY SOLUTIONS INC	582,786	582,786	(582,786)
Batch 1	Sample 8	1900017999	5330	C&I	2021	DSM1842677322862	C2321000	190001799	10/11/2020	2000000006	DSM REBATES QTV	538,988	538,988	(538,988)
Batch 2	Sample 139	5100037068	5110	C&I	2021	DSM182771322248	C2321000	510021352	10/23/2020	1000046556	ENERWISE GLOBAL TECHNOLOGIE	-	353,829	(353,829)
Batch 2	Sample 140	5100011899	5360	Res	2021	DSM183999324074	C2321000	5100211518	10/22/2020	4000007409	ORACLE AMERICA INC.	243,566	208,268	(208,268)
Batch 2	Sample 145	5100033523	5210	C&I	2021	DSM183968323966	C2321000	510020721	10/19/2020	1000051232	ERIC MOWER AND ASSOCIATES IN	489,965	407,189	(407,189)
Batch 2	Sample 146	5100033526	5210	C&I	2021	DSM183967323963	C2321000	510020725	10/19/2020	1000010221	IDEAS AGENCY INC.	338,250	338,250	(338,250)
Batch 2	Sample 160	5100033335	5210	C&I	2021	DSM183882323823	C2321000	510020430	10/16/2020	1000006109	LIME ENERGY SERVICES COMPAN	352,898	352,898	(352,898)
Batch 2	Sample 161	5100016566	5310	C&I	2021	DSM183449323281	C2321000	510018984	10/21/2020	1000003181	NORTHERN ENERGY SERVICES IN	465,617	298,719	(298,719)
Batch 2	Sample 170	5100016363	5310	Res	2021	DSM183639323663	C2321000	510019939	10/12/2020	4000004490	ARCA RECYCLING INC	275,107	275,107	(275,107)



## Materials from CAP March, 2021 Accrual Review Session

### Example 1 – Missing accruals where invoice was not received

HERE WITH YOU, HERE FOR YOU

#### Example:

Vendor X provided services for a project for an agreed fee of \$500K. The service period for the work was from 8/1/20 – 9/30/20 and was invoiced in full on 10/22/2020. **Should the invoice have been accrued at 9/30/20?**

#### Options:

- A. Yes. As the work was performed by the vendor prior to 9/30/20, an accrual for \$500K should have been recorded
- B. No. An accrual was not necessary as the invoice was received after 9/30/20

**Answer: A. Yes.** As the work was performed by the vendor prior to 9/30/20, an accrual for \$500K should have been recorded

**Debrief:** An accrual needs to be made during the month the services were provided. If an invoice is not received prior to end of the Close period, an estimate for the costs incurred should be accrued until the actual invoice is received. The date of the invoice, or the date the invoice was received, does not drive the timing of when an accrual should be recorded.



# Appendix 3 – Knowledge Review



## Materials from CAP March, 2021 Accrual Review Session

### Example 2 – Work Certification Not Completed



**Example:**

Vendor X is a contractor on a construction project spanning several months, including the month of September. The terms of the contract require the work to be certified by the Project Manager before payment is made. The work performed in September was certified by the Project Manager on 10/15/20 and invoiced for \$2M on 10/20/20. As of 9/30/20, no issues have been identified with the work performed by the vendor. For purposes of this example, we have assumed the arrangement does not involve any retainers. **Should the invoice have been accrued at 9/30/20?**

**Options:**

- A. Yes
- B. No

**Answer: A. Yes.**

**Debrief:** Since the construction work was performed in the month of September, an accrual should be recorded to reflect the work performed. While there could be changes to the amount ultimately due as a result of the certification process, the timing of when an accrual should be recorded **does not** depend on completion of a certification process. If the work has been performed, and the Company expects to pay for the work, an estimate of the costs should be accrued, even though the amount to be invoiced had yet to be finalized by 9/30/20.



## Materials from CAP March, 2021 Accrual Review Session

### Example 3 – Invoices with incorrect information



#### Example:

Vendor X provides services on a project and invoices on a monthly basis. The invoice for work performed in September was issued on 9/30/20. Upon review by the Project Manager, certain line items had to be corrected and therefore a new invoice was submitted to the Company on 10/7/20. **Should the invoice have been accrued at 9/30/20?**

#### Options:

- A. Yes. Accruals should be made in September, based on estimate of the work performed.
- B. No. Since the corrected invoice is received in October, accruals should be made in October.

**Answer: A. Yes.** Accruals should be made in September, based on estimate of the work performed.

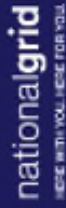
**Debrief:** As the work was performed in September, it must be accrued in September. Even if the invoice included incorrect information, it should have been accrued based on an estimate of work performed (i.e., the amount the Company ultimately expects to pay). The timing of when accruals are recorded is not dependent on receipt of a final invoice.





## Materials from CAP March, 2021 Accrual Review Session

### Example 4 – Contracts with Milestone payments



**Example:**

Vendor X provides construction services and invoices based on agreed milestones. The amount due upon hitting the first milestone is 10% of the total construction cost of \$1M. The first milestone is met on 9/30/20 and an invoice for \$100K is issued on 10/10/20. As of 9/30/20, the vendor has performed approximately 25% of the construction work. **Should an accrual be recorded at 9/30/20?**

**Options:**

- A. Yes. An accrual for \$100K should be recorded based on the agreed milestone payment.
- B. Yes. An accrual for \$250K should be recorded based on the work performed to date.
- C. No. An accrual was not necessary as the invoice was received after 9/30/20.

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**Answer: B.** Yes. An accrual for \$250K should be recorded based on the work performed to date.

**Debrief:** Accruals should be booked each month based on work performed, rather than the schedule of milestone. On certain projects, the milestones may align with the schedule of work performed and could be used as a basis for booking accruals.



## Materials from CAP March, 2021 Accrual Review Session

### Example 6 – Settlement with vendor



#### Example:

Vendor X provided services during May - July 2020. In performing the work, the vendor stated they incurred overruns of \$2M, and sought payment from the Company under the terms of the contract. Through internal review performed during the month of September, the Company determined that payment of \$1.8M was due to the vendor. The Company and the vendor signed a settlement agreement for \$1.8M on 10/10/20. **Should an accrual have been recorded at 9/30/20?**

#### Options:

- A. Yes. An accrual for \$2M should have been recorded
- B. Yes. An accrual for \$1.8M should have been recorded
- C. No. While negotiations were ongoing at 9/30/20, the settlement agreement was not signed until after 9/30/20



## Materials from CAP March, 2021 Accrual Review Session

**Answer: B.** Yes. An accrual for \$1.8M should have been recorded

**Debrief:** While there is judgment involved, there are two key factors to consider-

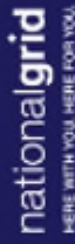
- a. The work in question was performed prior to 9/30/20
- b. While the settlement had yet to be reached at 9/30/20, the Company had already determined that \$1.8M was due to the vendor; i.e., that a loss was “probable”. As such, the Company should have recorded an accrual for \$1.8M as this represented management’s best estimate at 9/30/20

Generally, when settlements are reached shortly after the balance sheet date, it would indicate the parties had already determined a loss was probable and that an estimate could be made



## Materials from CAP March, 2021 Accrual Review Session

### Example 9 – Vendor submissions



**Example:**

Vendor X performed construction work for the Company during the period 8/1/20 – 9/15/20. At 9/30/20, the vendor had yet to issue an invoice. The Company requested an estimate for the work performed from the vendor but did not hear back prior to the end of the September Close. Subsequently an invoice was issued to the Company for \$750K. **Should an accrual have been recorded at 9/30/20?**

**Options:**

- A. Yes
- B. No

**Answer: A – Yes.**

**Debrief:** As the work was performed prior to 9/30/20, an accrual should have been recorded. While the individual appropriately sought an estimate from the vendor, the absence of a response does not mean a zero accrual should be recorded. Other internal sources of information should be sought in order to make as accurate an estimate as possible.

As a reminder, leaving the accrual as zero in these circumstances maximizes any error.





*This meeting will be recorded*

# Annual Program Delivery Compliance Training

Program Managers and CEM -  
NY - July 19, 2021 & NE - July 27, 2021

Makeup session August 19, 2021

Evaluation/EEA/Tech Services/IT/Product  
Reporting session -  
November 16, 2021

**nationalgrid**



## **Agenda**

- ✓ **I&D Message – Jackie Eddy**
- ✓ **Opening Comments – Lynn Westerlind**
- ✓ **Meet the Compliance Team**
- ✓ **Our Guiding Principles & Function**
- ✓ **Delivery Team Obligations**
  - ✓ Savings and Financials
- ✓ **Accruals Refresher**
- ✓ **Doing the Right Thing**
  - ✓ Communications, Fraud Prevention, Managing Records
- ✓ **See Something, Say Something**
- ✓ **Case Studies**
- ✓ **Proper Records Management**
- ✓ **Invoice Processing and Approvals**
- ✓ **Resources**
- ✓ **Q&A**
  - National Grid

## Inclusion Moment

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### Intentional Inclusion

Intentional inclusion involves purposeful action-based plans that are focused on inciting positive changes. Teaching your teams about inclusion is one thing, but it is another thing to ensure that your organization has procedures that help the team practice what was preached.

Intentional inclusion helps workers to realize that they are all accountable for taking the necessary steps to make inclusion a reality in their workplace. The intentional inclusion topic will help workers understand that they will all need to work together for progress to be made.

Below are some examples of how to intentionally create a more inclusive culture:

- **Define an Inclusive Culture**
- **Understand the Relationship Between Diversity and Inclusion**
- **Realize That D&I Is a Process, Not a Program**
- **Adopt Inclusive Leadership Behaviors**

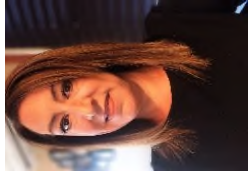
*Inclusion & Diversity - Powered By You.*

Brought to you by **OurAcademy**



# The Compliance Team

Director, Lynn Westerlind



Manager, Beth Lonergan



## NY

Michael DeGennaro



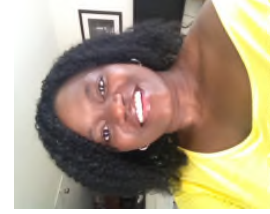
Van Berube



Matthew Libertini



Florence Barclays



## NE

## **Our Guiding Principles:**

*We are the second line of defense to provide the business with assurance the first line is properly designed, in place and operating as intended. We ensure processes and risks are measured, monitored and in compliance with business rules and Corporate policies.*



## Compliance Team's Functions

Simply said.....We are here to assist you in identifying risks in the EE programs, support you and help you effectively and efficiently deliver on our programs. We are the support between the business and Internal Audit.



The Second Line facilitates and monitors the implementation of effective risk management practices across governance, risk appetite, risk identification, performance measurement, validation of controls, accurate reporting and effective IT/infrastructure controls.

Other Second Line's functions are:

- Manage and assist process/risk owners in defining the target risk exposure and reporting adequate risk-related information
- Compliance function to monitor compliance risks with laws and regulations
- Monitor financial risks and financial reporting issues

# Our Obligations

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## The Two Critical Obligations of the Delivery Teams

As the trusted managers of ratepayer funds, in order to improve the reach and the cost effectiveness of our programs, we have an obligation to our customers, stakeholders, and the Company to ensure accuracy and compliance with our financials and the amount of savings we claim in our programs. Our obligations:

### 1. Savings accuracy

- EM&V ensures the energy savings on a per unit basis is accurately defined and reported.
- It is the obligation of the Delivery teams to account for the correct number of widgets that are installed in our customers homes or facilities and savings are allocated appropriately.
- We need do the right thing and accurately QC those widgets and ensure the appropriate savings as deemed by EM&V, are claimed. If something doesn't look right, question it.

### 2. Financial Accuracy

- Ensuring that the amount of money invoiced for product or services is aligned with the number of widgets installed.
- Diligence with accrual processes. We must adhere to our regulatory obligations and our liabilities are recorded accurately.

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## Poll Question

1. Do you feel National Grid has provided you with the tools to fulfill your obligations?

Yes

No

Somewhat

## Example of ensuring accuracy

For example:

Workpackage upload from XYZ Vendor for 100 LEDs

Cost of those LEDs = \$50 each

The contracted monthly administrative fee =\$5000

- Savings = 100 kwh each for this type of LED

Invoice should be as follows:

Product/admin	Total cost	Total savings
100 LEDs – xyz type @ \$50	\$5,000	100kwh per unit
Monthly admin	\$5,000	
<b>Total</b>	<b>\$10,000</b>	<b>10,000 kwh</b>

Validate accuracy & timeliness of the expenses and the savings associated with the measures billed. Review backup documentation. Work with Vendor to see backup, ensure timeliness. **Checklists will be developed by the Compliance team if no checklist exists.**

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# Accruals Refresher

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## **Why Accruals are Important**

- ✓ **Accrual accounting is required by U.S. GAAP.**
- ✓ **Under U.S. GAAP, expenses/vendor liabilities are recorded when the expense/liability is incurred, not when cash is paid.**
- ✓ **Missed accruals above certain thresholds result in the need to correct the financial statements by reopening the books. This may also be elevated to the audit committee.**
- ✓ **Properly recording accruals insures that:**
  - ✓ **National Grid is able to meet its reporting obligations**
  - ✓ **- SEC**
  - ✓ **- Regulatory Reporting**
  - ✓ **- Rate Cases**
  - ✓ **Reliable financial information is available to Leadership for decision-making**

## Accrual Obligation Overview

Accruals directly impact National Grid's financial statements. In order for National Grid to meet reporting obligations and to provide reliable information for management to make informed decisions, it is essential that expenditures and liabilities for work completed but not posted in SAP are accrued each month.

We ask that everyone involved with Energy Efficiency vendors work closely with their vendors and exercise diligence to assure that:

1. Invoices are submitted for work completed for the month and entered into InDemand as an accruable status or the value of **un-invoiced** work completed is submitted as an EE manual accrual.
2. InDemand Status report is available to review.
3. Applications, work packages, and invoices for completed work are uploaded into InDemand or submitted as an EE manual accrual.
4. All statuses are updated in InDemand for work completed.
5. **If your vendor is not submitting accruals, you should be asking them why not, and if they do submit and it does not make sense, you need to question it.**

# Example of Auto Accruable Status

InDemand Statuses and Accruable Statuses Chart Revision 14 (11-2020) - maintained by EE Accounting	
Category	Accruable Statuses
Workpackages	All Statuses
	Historical
	In Progress
	Ready to Invoice or Ready for Builder Payment when no invoice/PO (added 11/20/2014)
	Invoiced
	Payment Pending
	Payment Pulled
Paid	
	In Progress
	Ready to Invoice
	Ready for Builder Payment when no invoice/PO
	Invoiced and Payment Pending – covered under these Categories

If there is an invoice from Vendor that has not been uploaded to InDemand by the accrual deadline, but work is complete, then there needs to be a manual accrual completed by the Vendor and verified by the responsible Program Manager.

It is critical to **Meet the timelines of the monthly accruals: Typically the 24<sup>th</sup> of each month**

## Poll Question

1. Are you aware of the Auto Accruable Status for your program?

Yes

No

## Manual Accrual Obligations

### CHARGES TO BE ACCRUED

As a reminder, the guidelines for charges to be manually accrued by submitting an EE Accrual Template are as follows. Template attached to a monthly email from Jackie Appel. Accruable statuses by program are also attached to her monthly email.

- ✓ Invoices that have been received from EE vendors that have not been entered into InDemand or sent to AP for direct SAP entry.
- ✓ Invoices that have not yet been created by the vendor or received when work has or will be completed by month-end (estimate).
- ✓ Work that has been completed and/or is ready to be invoiced but the status has not been updated as such in InDemand.
- ✓ **Accruals submitted from previous months when these three conditions listed above are still applicable.**

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## Monthly Accrual Dates

Typically the accrual dates are around the 24<sup>th</sup>/25<sup>th</sup> of each month.

For example:

### KEY DATES FOR THE MONTH

The deadlines for this month's accrual process:

- June 24th: Last day to send payment requests to SAP from InDemand for payment in current month. 5:45 pm cut-off.
- June 25<sup>th</sup>: Due date for manual accrual templates or for providing an appropriate accrual response. EOD cut-off.
- June 30th: Last day for InDemand status changes, invoice approval, and payment releases for projects to be automatically included in the monthly accounting accrual from the InDemand Monthly Accrual Query. EOD cut-off.

**For those of you who do accruals, you should be receiving a reminder email from Jackie Appel outlining the protocols. If you are not on this email distribution, please reach out to Jackie at**

**[Jacqueline.appel@nationalgrid.com](mailto:Jacqueline.appel@nationalgrid.com)**

National Grid | [Insert document title] | [Insert date]

# Monthly Accrual Template

## Monthly EE Accruals Template (rev 07/2019)

**To be completed by Program Managers and all other individuals involved with EE vendor invoicing**

Please enter the following:

- Invoices that were received and have not yet been entered into InDemand, or invoices sent to AP but not posted to PO
- Accrual estimate for work completed if invoice has not been received or InDemand upload has not occurred or InDemand status has not been updated to an accrual status by month-end

**Return completed form by email to EEAccounting@nationalgrid.com with copies to Jackie Appel (jacqueline.appel@nationalgrid.com) and Froi Santos (Froilan.Santos@nationalgrid.com)**

Program Manager/ Submitter	EE Program	Type of Work	Fuel Type (Gas or Electric)	Segment (C&I or Res)	STATE ID	DIST CO	Vendor Name	Accrual Amount	Invoice/ Reference Number if applicable	Date	Reason for Accrual i.e., uninviced work completed, not uploaded to InDemand, etc.	Source (vendor email, invoice, estimate of uninviced work completed, etc). If estimate, describe methodology used

Approver Signature \_\_\_\_\_ Date \_\_\_\_\_

# EE Accrual Best Practices



## Missed Accruals – Common Themes

### Vendor Invoicing Cycles and Misconceptions

Work completed for the month after the last bill run was not accrued

Late uploads/updates to InDemand – monthly charges uploaded/updated after month-end and therefore should be accrued but no manual accrual

Accruals from prior months were not re-accrued

Due diligence shortfalls/Lack of understanding

- Vendor didn't submit an accrual so no accrual submitted to EE Accounting
- Vendor's accrual estimate not questioned





# Manual Accrual Mechanics

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## EE Manual Accruals Mechanics



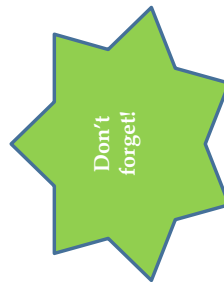
Accruals from previous months still meeting accrual criteria - resubmit

Work completed in current month, no invoice received or no InDemand upload

Work completed but InDemand status not updated



Manual accrual current month  
Email to EE Accounting even if no accruals  
EE Accounting@nationalgrid.com



## Poll Question

Receipt of a payment determines whether an accrual needs to be recorded

- Yes
- No

Should accruals from prior months be re-accrued if no payment has been made

- Yes
- No

If a vendor does not submit an accrual to EE accounting, does it mean there were no accruals:

- Yes
- No

If your vendor did not submit an accrual, should you

- Ask the vendor
- Do nothing

Doing the Right Thing

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# Always Do the Right Thing

## Rules and Values

Doing the Right Thing is about acting ethically and keeping to our values at all times. It is also about making sure we comply with the laws and regulations that apply to our company, as well as our own internal policies.

We need to know the rules. This helps to meet our legal obligations.

**Just knowing the rules is not enough. We have to apply our values as well, and not “bend” the rules to suit ourselves. This means we understand the difference between having the right to do something and knowing what is the right thing to do.**

# Responsibilities

## Your responsibilities:

- Follow our Ethics Code of Conduct. [https://nationalgridplc.sharepoint.com/sites/gridhome-ng/Documents/NG\\_Code\\_of\\_Ethics.pdf](https://nationalgridplc.sharepoint.com/sites/gridhome-ng/Documents/NG_Code_of_Ethics.pdf)
- Not to tolerate poor ethical standards in others. We expect all our employees to be prepared to challenge unethical behavior.
- To make sure there is a respectful environment and any unethical behavior involving employees, contractors or suppliers doing business with us is reported.
- To cooperate fully with internal and external auditors, lawyers, HR, the Ethics and Compliance team involved in investigations. If you refuse to cooperate or obstruct an investigation, there will be disciplinary action. The important thing is transparency and honesty.

## Managers' responsibilities:

- They have the same responsibilities as all employees.
- Also responsible for promoting these guidelines and compliance with them.
- Make sure their employees understand the guidelines and support those who raise questions or concerns.
- Most importantly, managers are responsible for leading by example, doing the right thing and demonstrating National Grid's leadership qualities.

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## Electronic Communications & Use of Company Resources

- We understand that we can use our mobile device for limited occasional personal use, but this must not interfere with our work or the work of others, breach IT policies, break any laws, or incur significant cost to the Company.
- We understand that company property and resources such as facilities, equipment and information are provided for business purposes only and therefore not allowed for personal use.
- We take responsibility for the security of the company equipment we use.
- Electronic communication, via laptop or company cell phone, which includes email, Internet and apps, brings many benefits to businesses. It can reach many people, over great distances, almost instantly. However, it also brings a number of risks and potential problems. When it comes to electronic communications, be cautious. **You should always be aware that they have the potential to damage our company or people.**
- For example, they may carry computer viruses that can infect our systems, be from an untrustworthy source, or they may be misinterpreted and cause offense. They could also affect our reputation and **electronic messages may need to be disclosed in court proceedings or investigations.**

## Fraud Prevention

### What is fraud?

Fraud is a crime. It's a deception that's designed to benefit someone or cause a loss to someone else.

- We are committed to preventing, deterring and detecting fraud.
- We are all responsible for controlling the risks of fraud.
- We all take individual responsibility for ensuring that we never participate or engage in fraudulent activity.
- The Company will always investigate any related concerns.
- Employees, suppliers and agents are expected to comply with the laws.
- If you suspect fraud, you should:
  - immediately report it to your manager.
  - You and your manager then report to the Compliance team. The Compliance team will work with you on next steps.

**You should never look the other way.**

## Managing Records

Regulators, auditors and shareholders rely on accurate company accounts and other records. We have to create and maintain complete and accurate records.

We are responsible for protecting National Grid's assets, including records.

### Do's and Don't's:

#### Do

- *Review all records fully and ensure expenses and savings are accurate and timely.*
- *Work with your vendor if you see discrepancies.*
- *Notify your manager if you see inconsistencies that could postpone timely payment.*

#### Do Not:

- *Enter false misleading or incomplete information in any company account, expense statement, purchase order or other record (ie: invoices)*
- *Process, enter into a system, or approve a record or information that you believe is false or inaccurate.*

Accurate records are vital. All company records, information and communications must be complete, fair, accurate, easy to understand and made in good time. The entire record must accurately reflect the relevant activity.

**National Grid** Always do the right thing, Page 25



## Poll Question

1. If you suspect fraud, who should you report to first?
- Compliance Team
  - Your Manager
  - HR
  - All the Above
2. What is the first step you should take if you notice something inaccurate in your invoices?
- Work with your vendor if you see discrepancies
  - Notify your manager if you see inconsistencies
  - Review all records fully and ensure expenses and savings are accurate
  - All the Above

**See Something/Say Something**

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## Say Something

1. **Always, if something doesn't seem right, do the right thing. Tell your manager immediately.**
2. **Your manager is your first line of defense.**
  1. If you don't feel you are getting resolve or prefer another method of communicating your concerns, then you have other options.
  2. We now have **our internal compliance team** in place. You can safely come to this group with a concern around compliance/ethics/doing the right thing.
  3. You can go to another manager or member of leadership. You can call the Ethics Hotline, your Ethics Liaison or Human Resources.

## Poll Question

1. Your manager needs to:

- Ensure employees understand the ethics guidelines and support those who raise questions or concerns.
- Be responsible for leading by example, doing the right thing and demonstrating National Grid's leadership qualities
- All the Above

2. Proper Records Management

- You need to review all records fully and ensure expenses and savings are accurate and timely
- Work with your vendor if you see discrepancies
- Process or approve a record or information that you believe could be inaccurate
- A & B
- A, B & C

3. Fraud Prevention

- You should report any suspect of fraud to your manager
- You should report any suspect of fraud to the Compliance Team
- You should look the other way if it does not affect you
- A or B

# See Something/Say Something

Case Studies

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# Importance of Compliance

"Our company is filled with outstanding individuals who live the value of doing the right thing, quietly and honorably, day in and day out," Joe said. "We can overcome non-compliance. Colleagues are encouraged to speak up and help be the change we need to see."

Regulatory compliance means our colleagues, customers, and communities are provided with safe and reliable service.

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## OVER THE PAST YEAR\*

National Grid incurred over **\$27M** related to non-compliance.  
\*relating to issues occurring over 10-year period

**This equates to one of the following operational costs:**

			
<b>360</b> full-time employees @ \$75K a year	<b>540,000</b> hours of contractors @ \$50/hour	<b>\$250</b> bill credit for the entire population living in the city of Albany, NY	<b>5400</b> installed utility poles @ \$5000/each
OR	OR	OR	OR

**SEE SOMETHING, SAY SOMETHING. IT MATTERS: Hotline: 1 (800) 465-0121 or visit [Grid:home](http://Grid:home)**

If you see a problem or have a question, you can also always:

- Speak with a Compliance Champion/Liaison,
- Discuss with your line manager,
- Contact the People & Culture organization,
- Contact the Chief Compliance Office

"Remember, you don't even have to be clear if it's a problem. Just raise your concern before it is," he said.

**National Grid** Excerpt from [Meet Joe Suich, Chief Compliance Officer \(nationalgrid.com\)](http://Meet Joe Suich, Chief Compliance Officer (nationalgrid.com))

## **The Issue**

**The Company received a letter from a former consultant alleging, among other things, that:**

A current vendor was non compliant with respect to certain obligations;

The vendor was not submitting proper invoices; and

The consultant's services were terminated because he had previously raised such concerns.

## **The Findings**

**The Company undertook an extensive investigation which included the interviewing of 15 individuals and the review of volumes of documentation;**

**The findings of the investigation concluded that:**

An employee within the business area was negligent in his responsibilities of contractor oversight.

The business area employee also failed to follow pertinent Procurement policies and procedures in the appointment and use of the contractor.

The contractor failed to submit timely and properly detailed invoices.



## **Lessons Learned**

**Not all policies and procedures are covered in Always Doing the Right Thing; however, the expectations surrounding the way we need to conduct business and the how we do things are.**

**If one's responsibilities are around contractor oversight, it is imperative to make certain the contractor is compliant with their obligations and/or to assist in this process (i.e. timely and proper invoices, background checks, proper insurance certificates, valid contracts, etc.).**

**Procurement policies and procedures are in place to ensure fairness, structure and documentation around our procurement process. These policies need to be followed at all times.**

**Note: This case study was based on a real National Grid situation taken from our Ethics site. It is important to remember that each investigation is fact specific and therefore will affect the disciplinary outcome.**

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## **Consequences**

**The business area employee received a written warning surrounding procurement violations and the conduct was reflected in their P4G leadership rating.**

**The contractor was required to immediately correct any non-compliances that were discovered.**

## **Proper Records Management**

### **Case Study**

**Issue: in an effort to meet organizational goals, an employee is asked to process invoices from a vendor even though there were discrepancies when comparing the invoice with backup documentation. Another employee finds out about this request and feels it is a violation of protocol.**

## Poll Question

1. Should the first employee follow the directions?

Yes

No

2. Should the employee who found out about it ignore it because they were not asked personally to pay the invoice?

Yes

No

3. What should they do?

Enter your answer

## What about the Employees?

What about the employee who was asked to process the invoices?

*The employee should feel safe to question it.*

What about the employee who felt it was a violation and brought it forward to Ethics?

The employee did the right thing.

*Employees need to say something.*

The Company stands behind the employee who brings a concern forward, and encourages all employees to raise actions *that they see as a breach of policy or they feel they are being told to do something they don't feel comfortable doing.*

The Company WILL NOT tolerate any form of retaliation against an employee to raises a concern.

**\*Our code of ethics reinforces the importance of speaking up, so that we can learn from our mistakes. This means being open and honest and speaking up if we see something unethical, unsafe or potentially harmful.**

From Code of Ethics <https://gridhome.nationalgrid.com/documents/sppreview/8435b26e-4639-4cdb-a73b-National Grid 5917c570ad68 e> | [Insert date]

## Proper Records Management

### Summary of findings:

The situation was investigated and determined to be non-compliant with our business policies. The team jumped into action to rectify the situation.

### *Actions taken*

Anytime an employee who manages vendors or works with vendors, they must do a thorough review of invoices. If they think there is a discrepancy or a violation of business rules, it should always be questioned. Employees need to feel safe to say something. **Mistakes happen. We are human. We can make corrections. It is critical to have integrity and tell the truth.**

## Insuring Integrity of our Programs

### When to click to approve payment of invoices?

You should only pay an invoice when you have all the required backup and documentation necessary to make payment. Savings and spend must align.

Even at year end, these rules apply. We need to insure integrity of the programs by checking for any and all discrepancies. If a vendor accrues an invoice or tells you about an invoice, be sure to follow up on the status to be certain of timely payment.

Invoices should not be held due to budgetary concerns. Work performed and considered a National Grid liability need to be paid in a timely manner. It is a Program Managers function to work with their manager and CEM when there are budgetary concerns. The CEM teams are the regulatory experts. They support Program Delivery when there are budget concerns. Programs are designed with budget responsibility. Think of it like your checkbook. You would not overdraft on your personal finances. You should not overdraft on your program budget.

Do:

1. Alert your manager and 2. alert CEM when there are budget concerns.

National Grid | [Insert document title] | [Insert date]

## **In Summary**

**If you don't know or aren't sure:**



**Your manager is your first line of defense. If you do not get resolve or are still unclear, you should ask outside of your core reporting line. Ask the Compliance Team, ask another manager, ask your Ethics Liaison, ask HR, ask the Company Ethics department.**

**Leadership is here to support you.**

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## Poll Question:

1. Who do you go to when you have budgetary concerns when approving invoices?

- Your Manager
- CEM
- All the Above

# Helpful Contacts

## Compliance Team

Lynn Westerlind, Beth Lonergan, Michael DeGennaro (NY), Jackie Eddy (NY),  
Van Berube (NE), Matt Libertini (NE), Florence Barclays (NE)

Contact	Telephone	Internet / Email
EthicsPoint -24 hours a day, seven days a week	800-465-0121	<a href="http://nationalgrid.ethicspoint.com">http://nationalgrid.ethicspoint.com</a>
Toll-Free Helpline -Internal Voicemail	888-867-6759	<a href="mailto:businessconduct@nationalgrid.com">businessconduct@nationalgrid.com</a>

Learn more about the US Ethics and Compliance reporting on our [Grid:home page](#).

## Ethics Liaisons (Customer Sales & Solutions/Customer Operations)

- Customer Sales & Solutions: May Moy (NE), Carolyn King, Lyle Sclair, Lisa Diffenback (NY)
- Customer Operations Support - Maria Rodriguez (NE & NY)
- Customer Energy Management – Ben Rivers (NE), Tamara Prodrick (NY)

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## Questions and Answers



*Questions are the path to learning*

Submit an anonymous question:

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*This meeting will be recorded*

# Annual Year End Accrual Process Training

November 18, 2021

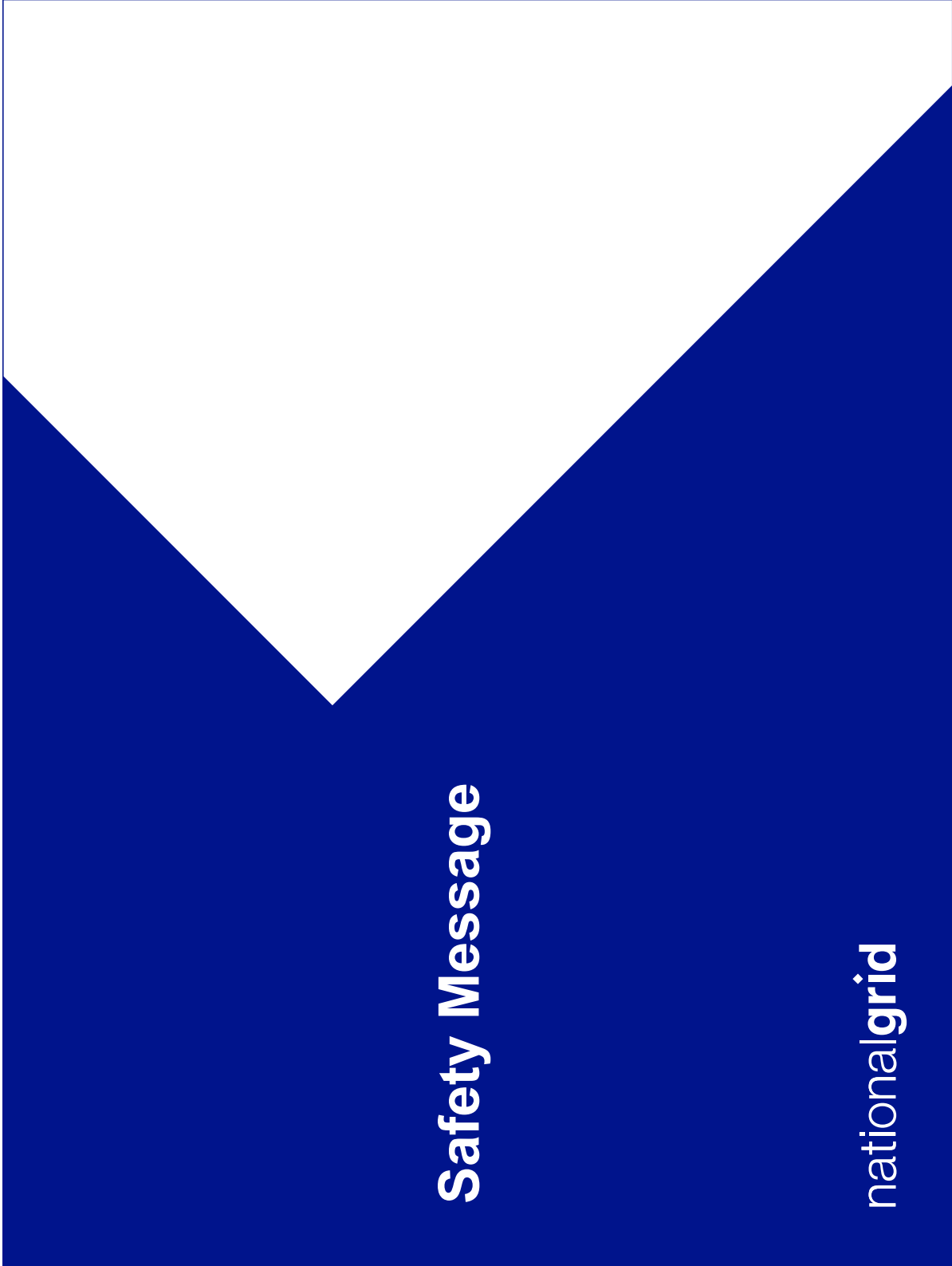
Delivered by: Product Reporting and Financial  
Accounting

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## **Agenda**

- Kickoff – Beth Lonergan, Compliance**
- Safety Message – Product Reporting**
- Year End Accrual Process – EE Accounting**
- Year End Key Dates – Product Reporting**
- Important Notes – Product Reporting**
- Questions & Answers - All**



**Safety Message**

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- You should check the tire pressure in your car at least once a month
- As the weather has gotten cold this season, it is even more important to make sure the pressure in your tires are at a safe level



### **Can Cause a Tire to Blow Out**

- The tire's sidewall may flex more, causing heat buildup.
- If the overheating is severe, the tire can suddenly blow out, possibly leading to an accident.

### **Hurts Fuel Economy**

- Underinflated tires have a greater resistance to rolling.
- It takes more energy to move, causing the engine to work harder, which uses more fuel.

### **Adversely Affects Handling**

- Underinflated tires are less stable and has less traction than correctly inflated tires.
- Response to steering gets slower and sloppy and braking distances lengthen.

### **Will Cost You Money**

- It increases tire wear and thus reduces the life of the tire and leading to premature replacement.

**National Grid** | [Insert document title] | [Insert date]

# Accruals Requirements & Process

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# Significance of December, 2021

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- Regulatory Reporting for EE
  - Expect increased scrutiny from regulators
  - Drives results against regulatory-approved EE Plan and earned MA & RI Shareholder Incentive Revenue
- 2021 Program Year and Massachusetts EE 3 Year Plan (2019-2021)
  - MA - \$32M potential
  - RI - \$11M potential
- GAAP and IFRS Financial Reporting for National Grid
  - End of National Grid Q3 FY22



## Accruals: EE Accounting vs. EE Reporting

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- For accounting purposes, the accrual criteria are unchanged for December.
- Inclusion of accounting accruals in the EE 2021 Program Year results is driven by the EE Reporting specifications:
  - Included in the EE Accounting Accrual recorded at 12/31/2021
  - January payment deadlines



# The basics of accrual accounting

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- Accrual Definition:  
An accrual for expenses means recording a charge to the books of records (SAP) for work that has been completed but not yet recorded.
- Expenses should be recorded in the period that work was completed/that they are incurred, NOT WHEN INVOICED OR PAID.  
The receipt of an invoice and/or the timing of payment do not impact whether an item needs to be accrued.
- Expenses & liabilities for EE work completed that have not been recorded in SAP should be accrued for every month UNTIL recorded in SAP.

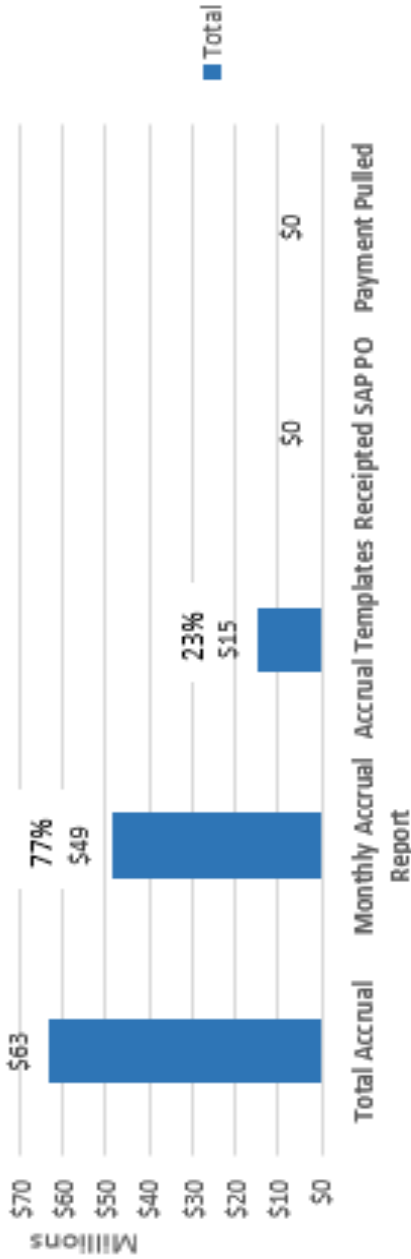


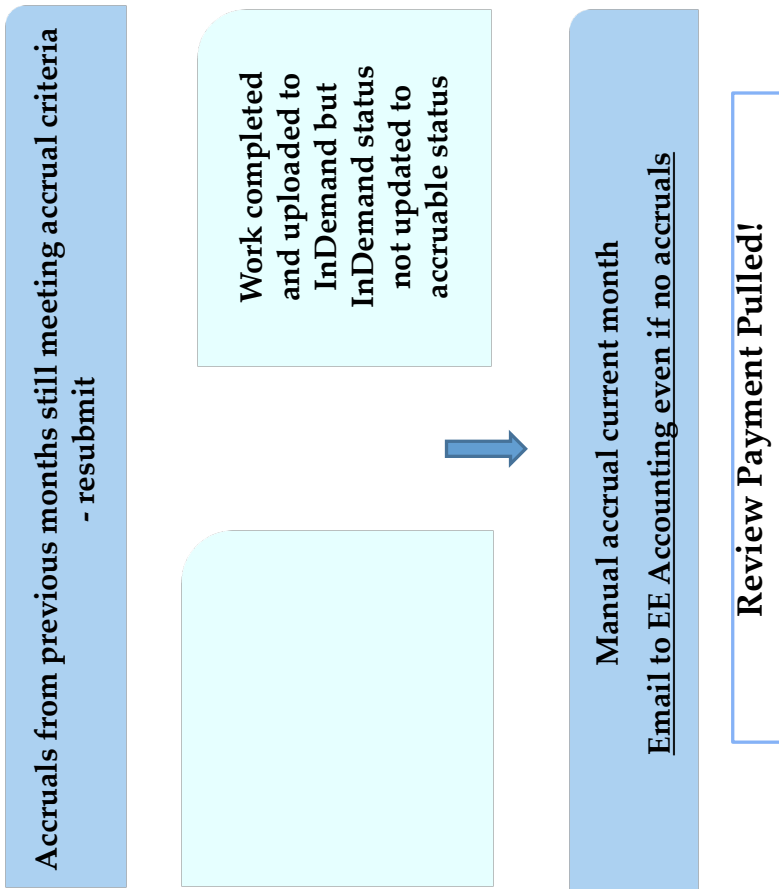
# Sources of EE Invoice Accrual Data

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EE Invoice Accrual Source Components - Average Monthly Last 12 Months









## Missed Accruals – Common Themes

- Vendor Invoicing Cycles and Misconceptions
  - Work completed for the month after the last bill run was not accrued
- Late uploads/updates to InDemand – monthly charges uploaded/updated after month-end and therefore should be accrued but no manual accrual
- Accruals from prior months were not re-accrued
- Due diligence shortfalls/Lack of understanding
  - Vendor didn't submit an accrual so no accrual submitted to EE Accounting
  - Vendor's accrual estimate not questioned





## Tips on Preparing for Calendar Year-End

Familiarize yourself with InDemand accruable statuses. Separate session to be scheduled.

- Review Payment Pulled Report sent by EE Accounting
- Reach out to vendors and remind them to submit manual accruals. Discuss accrual due date and guidelines for what needs to be accrued.
- Review and when needed challenge vendor's manual accruals.
- Use other sources to prepare and submit your own estimates when necessary.
- Adhere to the accrual due date. May not be able to accommodate exceptions.



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# Key Dates & Important Notes

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# KEY DATES FOR DECEMBER (YEAR-END) ACCOUNTING ACCRUALS

## DEADLINE

**Thursday, December 23<sup>rd</sup> –6PM**

**ACTION**  
Last day to approve and release invoices in InDemand to be paid (check/ACH sent to vendor) in December 2021 (pending confirmation from Accounts Payable)

**Thursday, December 23<sup>rd</sup> –6PM**

Date for start of the InDemand-to-SAP **BLACKOUT** period. No payments will be sent from InDemand to SAP to be paid until January 3<sup>rd</sup>, 2022 EOB.

**Thursday, December 23<sup>rd</sup> –6PM**

Deadline for submitting the December year-end manual accrual template. Manual accruals should include:

1) Any invoices that will not be entered in InDemand by December 31, and/or

2) Status updates for work completed not entered in InDemand by December 31

3) Copy manager for signoff by Tuesday, December 28<sup>th</sup> – 6PM

**Tuesday, December 28<sup>th</sup> –6PM**

Manager Signoff – Manual Accrual Template  
Notify Manager/Director/Lynn W./Beth L./EE  
Accounting/Product Reporting for any missed accruals

**Friday, December 31<sup>st</sup> –End of Day**

**1) Last day to enter invoices and update statuses in InDemand for 2021.** Invoices and projects in accruable statuses will be automatically accrued.  
**2) Last day to approve and release payment requests in InDemand.** Having payment requests released in InDemand will increase the accuracy of this year-end accrual process.

**Wednesday, January 5<sup>th</sup>**

**Product Reporting will provide a detail of the accrual booked for December 2021**

**Friday, January 7<sup>h</sup> –6:00PM**

**New York ONLY – Last day to release for payment in InDemand all items accrued so that those payments and associated savings are included in 2021 results**

**Wednesday, January 19<sup>th</sup> –6:00PM**

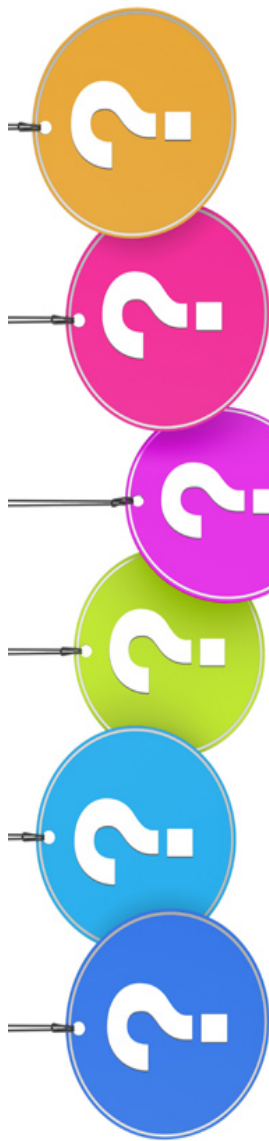
**New England ONLY – Last day to release for payment in InDemand all items accrued so that those payments and associated savings are included in 2021 results**

**National Grid**

## **Important Notes**

- For an invoice to be counted in 2021 Reporting, it must be on the Accrual List AND be paid by the appropriate deadline provided.
- If you have an invoice that needs to be counted in 2021, but does not meet the above criteria, it must get Director level approval and may be subject to audit testing.
- Please work with your vendors to ensure that they accrue their invoices timely and accurately.
- If you are expecting to pay a lot of invoices at the end of the year, please check that there are sufficient funds on your purchase order to cover the invoice amounts.
- Ensure the accuracy of your accounting.

## Questions and Answers



*Questions are the path to learning*

Submit an anonymous question:

# Appendix 1 CAP Testing 9-30-2020 EE accruals

nationalgrid

CAP TESTING SCORECARD ENERGY EFFICIENCY	
Total Invoice Value of Samples Tested	\$25,753,165
Total # Samples/Invoices Tested	35
Total Exceptions*	3,124,746
Total # Samples/Invoices With Exceptions	11
Exception Rate by \$ Amt	12%
Exception Rate by Sample/Invoice Count	31%
* Immaterial over- and under- accrual amts excluded	

Vendor	Invoice Testing Sample Population Vendor, Co., and Invoice Count						Grand Total
	5110	5210	5310	5330	5360		
EFI			6				6
ABODE			4				4
ENERWISE	2						2
LIME ENERGY		2					2
ERIC MOWER		2					2
CLEARRESULT			2				2
NORTHERN ENERGY			2				2
RISE					2		2
ACTION			2				2
BOSTON SKATING				1			1
ELECTRIC BOAT					1		1
IDEAS AGENCY							1
ARCA RECYCLING		1					1
ORACLE					1		1
DALKIA ENERGY			1				1
ELCOM				1			1
TRC		1					1
VISION ENERGY			1				1
ENERGYSAVVY			1				1
ENERGYHUB			1				1
<b>Grand Total</b>	<b>2</b>	<b>6</b>	<b>22</b>	<b>1</b>	<b>4</b>		<b>35</b>

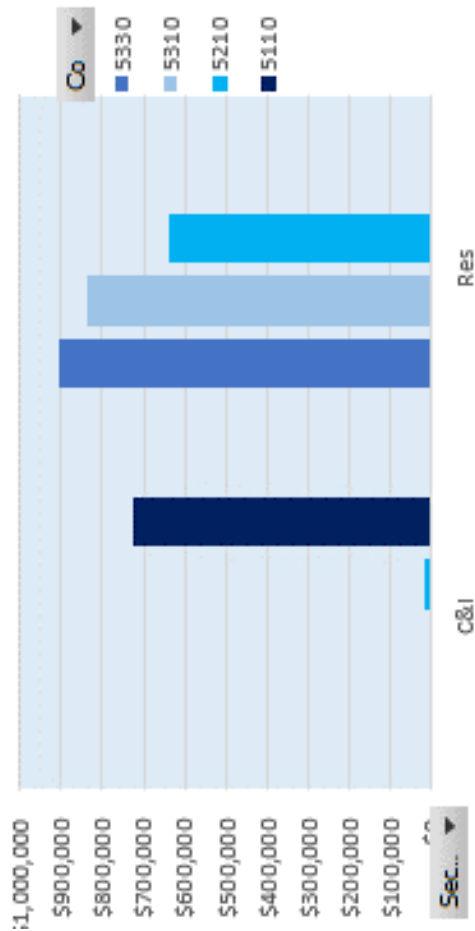


# Appendix 1 EE Accrual Exceptions (cont.)



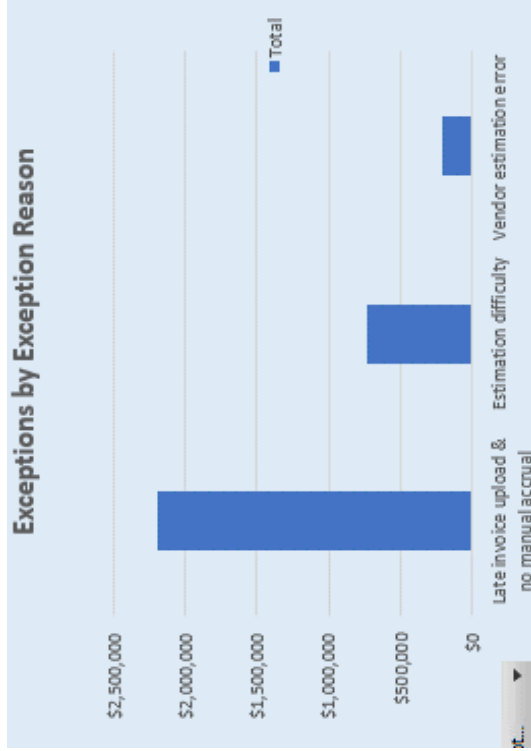
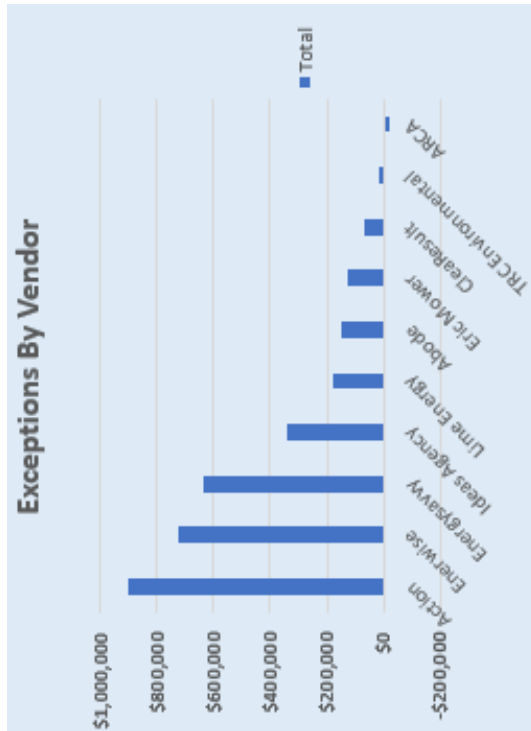
## Exceptions by Sector & Company

Sum of Exception Amt



Sector & Co	Exception Amt	% of Total	% of Total
		Exception Amt View 1	Exception Amt View 2
C&I	\$746,710	24%	
5110	\$727,129		23%
5210	\$19,581		1%
Res	\$2,378,036	76%	
5210	\$639,407		20%
5310	\$835,205		27%
5330	\$903,424		29%
<b>Grand Total</b>	<b>\$3,124,746</b>	<b>100%</b>	<b>100%</b>

# Appendix 1 EE Accrual Exceptions – CAP Testing for FY21



Vendor	Sum of Exception Amt
Action	\$903,424
Enerwise	\$727,129
Ideas Agency	\$633,982
Line Energy	\$338,250
Abode	\$175,067
Eric Mower	\$150,955
ClearResult	\$126,090
TRC Environmental	\$67,908
ARCA	\$19,581
<b>Grand Total</b>	<b>\$3,124,746</b>

Exception Reason	Sum of Exception Amt	% of Exception Amt
Late invoice upload & no manual accrual	\$2,196,394	70%
Estimation difficulty	\$727,129	23%
Vendor estimation error	\$201,223	6%
<b>Grand Total</b>	<b>\$3,124,746</b>	<b>100%</b>

Exception Details						
Vendor	Sample Identification	Over/under Accrual	Company	Sector	Exception Amt	Notes
Enerwise (dynamic load mgt)	Invoice No. 183763, Workpackage No. 112746	underaccrued	5110	C&I	\$727,129	
sample 4 Action	Invoice No. 183548, Application 11625144 Res Multifamily over 20	underaccrued	5330	Res	\$903,424	
sample 8 Boston Skating Club	Application No. 9426770, Child App 11587452	overaccrued	5330	C&I	(\$4,595)	Excluded in analysis. Not material
Sample 146 Ideas Agency	PR 323963	underaccrued	5210	Res	\$338,250	
Sample 170 ARCA	PR 323663	overaccrued	5310	Res	(\$17,640)	
Sample 160 Lime Energy	invoice 183882	underaccrued	5210	Res	\$157,234	
Sample 237 TRC Environmental	Invoice No. 184368	underaccrued	5210	C&I	\$19,581	
Sample 307 Rise Engineering	nvoice No. 184778, workpackage 113221	underaccrued	5360	Res	\$329	Excluded in analysis. Not material
Sample 315 Abode	Invoice No. 183715, Workpackage No. 112738	underaccrued	5310	Res	\$150,955	
Sample 317 Energysavvy	Invoice No. 184298	underaccrued	5310	Res	\$633,982	
Sample 320 CleaResult	Invoice No. 183576, Workpackage No. 112667	underaccrued	5310	Res	\$67,908	
Sample 321 Eric Mower	Invoice No. 240341	underaccrued	5210	Res	\$126,090	
Sample 345 Lime Energy	Invoice No. 184823	underaccrued	5210	Res	17,834	

CAP Samples Tested

Batch	Tracking (Sample Number)	Accounting Document No.	Company Code	Sector	FY	Reference	GL Account	Invoice Number	Posting Date	Vendor Number	Vendor Name	Amount Paid (From Check)	Invoice Header Amount	Invoice Line Amount
Batch 3	Sample 225	19000137962	5310	C&I	2021	DSM1852138324960	C2321000	190013796	11/9/2020	40000056507	DALKA ENERGY SOLUTIONS LLC	411,008	411,008	(411,008)
Batch 3	Sample 226	19000053509	5360	C&I	2021	DSM1010763253500	C2321000	190005350	11/17/2020	40000192863	ELECTRIC BOAT	427,247	427,247	(427,247)
Batch 3	Sample 237	51000036889	5210	Res	2021	DSM1843688324718	C2321000	510022465	11/2/2020	4000004534	TRC ENVIRONMENTAL CORP.	549,163	524,363	(524,363)
Batch 3	Sample 255	1900045800	5310	C&I	2021	DSM113964325327	C2321000	190014580	11/17/2020	4000056807	ELCOM GROUP INC	371,056	324,410	(324,410)
Batch 3	Sample 307	5100013252	5360	Res	2021	DSM1847782325333	C2321000	510023395	11/16/2020	4000001184	RISE ENGINEERING	1,691,031	799,394	(799,394)
Batch 3	Sample 315	5100018256	5310	Res	2021	DSM183716324324	C2321000	51002246	11/2/2020	4000044590	ABODE ENERGY MANAGEMENT LLC	2,900,818	892,445	(892,445)
Batch 3	Sample 317	5100018291	5310	Res	2021	DSM184298324503	C2321000	51002247	11/2/2020	4000001817	ENERGYSAVVY INC.	633,982	633,982	(633,982)
Batch 3	Sample 318	5100018297	5310	Res	2021	DSM1842293244474	C2321000	51002247	11/2/2020	4000014255	ENERGY FEDERATION INC	1,588,936	1,145,638	(1,145,638)
Batch 3	Sample 319	5100020137	5310	Res	2021	DSM184729325533	C2321000	51002447	11/19/2020	4000014449	ENERGYHUB INC	816,739	336,065	(336,065)
Batch 3	Sample 320	5100018405	5310	Res	2021	DSM1833576324812	C2321000	51002262	11/3/2020	4000014060	CLEARRESULT CONSULTING INC	2,140,482	972,565	(972,565)
Batch 3	Sample 321	5100039438	5210	Res	2021	DSM1832639322977	C2321000	51002329	11/9/2020	1000051232	ERIC MOWER AND ASSOCIATES INC	297,460	297,460	(297,460)
Batch 3	Sample 325	5100018786	5310	Res	2021	DSM184044324860	C2321000	51002296	11/5/2020	4000014255	ENERGY FEDERATION INC	1,683,689	1,683,689	(1,683,689)
Batch 3	Sample 328	5100019575	5310	Res	2021	DSM184044324860	C2321000	52000163	11/16/2020	4000014255	ENERGY FEDERATION INC	1,683,689	1,683,689	(1,683,689)
Batch 3	Sample 329	5100019638	5310	Res	2021	DSM184044324860	C2321000	51002395	11/16/2020	4000014255	ENERGY FEDERATION INC	1,926,193	1,683,689	(1,683,689)
Batch 3	Sample 333	5100019974	5310	Res	2021	DSM184621325493	C2321000	51002433	11/18/2020	1000044590	ABODE ENERGY MANAGEMENT LLC	5,453,463	1,267,106	(1,267,106)
Batch 3	Sample 335	5100019987	5310	Res	2021	DSM184730325498	C2321000	51002433	11/18/2020	4000044590	ABODE ENERGY MANAGEMENT LLC	5,453,463	1,077,567	(1,077,567)
Batch 3	Sample 336	5100020131	5310	Res	2021	DSM184812325571	C2321000	51002447	11/19/2020	1000002026	ACTION INC.	2,131,596	1,798,048	(1,798,048)
Batch 3	Sample 337	5100020144	5310	Res	2021	DSM184927325566	C2321000	51002447	11/19/2020	4000014255	ENERGY FEDERATION INC	742,001	712,948	(712,948)
Batch 3	Sample 345	5100039581	5210	C&I	2021	DSM18482325375	C2321000	51002395	11/16/2020	1000006109	LIME ENERGY SERVICES COMPANY	388,409	388,409	(388,409)
Batch 3	Sample 346	5100019770	5310	C&I	2021	DSM184792325405	C2321000	51002412	11/17/2020	10000003181	NORTHERN ENERGY SERVICES	163,207	163,207	(163,207)

CAP Samples Tested

Batch	Tracking (Sample Number)	Accounting Document No.	Company Code	Sector	FY	Reference	GL Account	Invoice Number	Posting Date	Vendor Number	Vendor Name	Amount Paid (From Check)	Invoice Header Amount	Invoice Line Amount
Batch 1	Sample 1	5100036585	5110	C&I	2021	DSM183763323604	C2321000	510020988	10/21/2020	1000046566	ENERWISE GLOBAL TECHNOLOGIE	-	727,129	(727,129)
Batch 1	Sample 2	5100017365	5310	Res	2021	DSM1833697324070	C2321000	510021614	10/22/2020	1000044590	ABODE ENERGY MANAGEMENT L	2,711,584	929,349	(929,349)
Batch 1	Sample 3	5100016357	5310	Res	2021	DSM1833692323654	C2321000	510019938	10/12/2020	4000014255	ENERGY FEDERATION INC	-	841,720	(841,720)
Batch 1	Sample 4	5100016246	5310	Res	2021	DSM1833548323572	C2321000	510019728	10/19/2020	1000002026	ACTION INC.	903,424	903,424	(903,424)
Batch 1	Sample 5	5100015911	5310	Res	2021	DSM1828783234446	C2321000	510019337	10/16/2020	4000014060	CLEAR RESULT CONSULTING INC	1,833,273	843,218	(843,218)
Batch 1	Sample 6	5100010547	5360	Res	2021	DSM1833236323002	C2321000	510018814	10/17/2020	4000001164	RISE ENGINEERING	2,342,828	928,162	(928,162)
Batch 1	Sample 7	1900105055	5310	C&I	2021	DSM103224323506	C2321000	190010505	10/13/2020	1000051835	VISION ENERGY SOLUTIONS INC	582,786	582,786	(582,786)
Batch 1	Sample 8	1900017999	5330	C&I	2021	DSM1942677322863	C2321000	190001799	10/17/2020	2000000008	DSM REBATES OTV	538,988	538,988	(538,988)
Batch 2	Sample 139	51000037068	5110	C&I	2021	DSM182771322248	C2321000	510021352	10/23/2020	1000046566	ENERWISE GLOBAL TECHNOLOGIE	-	363,829	(363,829)
Batch 2	Sample 140	510001899	5360	Res	2021	DSM183399324074	C2321000	510021518	10/22/2020	4000017408	ORACLE AMERICA INC.	243,566	208,268	(208,268)
Batch 2	Sample 145	51000033523	5210	C&I	2021	DSM183368323966	C2321000	510020721	10/19/2020	1000051232	ERIC MOWER AND ASSOCIATES IN	489,965	407,189	(407,189)
Batch 2	Sample 146	51000033526	5210	C&I	2021	DSM183367323963	C2321000	510020725	10/19/2020	1000010221	IDEAS AGENCY INC.	338,250	338,250	(338,250)
Batch 2	Sample 160	51000033335	5210	C&I	2021	DSM1833882323823	C2321000	510020480	10/16/2020	10000006109	LIME ENERGY SERVICES COMPAN	352,898	352,898	(352,898)
Batch 2	Sample 161	5100015566	5310	C&I	2021	DSM183449323281	C2321000	510018984	10/12/2020	10000003181	NORTHERN ENERGY SERVICES IN	465,617	298,719	(298,719)
Batch 2	Sample 170	5100016363	5310	Res	2021	DSM1833639323663	C2321000	510019939	10/12/2020	4000004490	ARCA RECYCLING INC	275,107	275,107	(275,107)

## Materials from CAP March, 2021 Accrual Review Session

### Example 1 – Missing accruals where Invoice was not received

HERE WITH YOU, HERE FOR YOU.

#### Example:

Vendor X provided services for a project for an agreed fee of \$500K. The service period for the work was from 8/1/20 – 9/30/20 and was invoiced in full on 10/22/2020. **Should the invoice have been accrued at 9/30/20?**

#### Options:

- A. Yes. As the work was performed by the vendor prior to 9/30/20, an accrual for \$500K should have been recorded
- B. No. An accrual was not necessary as the invoice was received after 9/30/20

**Answer:** A. Yes. As the work was performed by the vendor prior to 9/30/20, an accrual for \$500K should have been recorded

**Debrief:** An accrual needs to be made during the month the services were provided. If an invoice is not received prior to end of the Close period, an estimate for the costs incurred should be accrued until the actual invoice is received. The date of the invoice, or the date the invoice was received, **does not** drive the timing of when an accrual should be recorded.

## Materials from CAP March, 2021 Accrual Review Session

### Example 2 – Work Certification Not Completed

**Example:**

Vendor X is a contractor on a construction project spanning several months, including the month of September. The terms of the contract require the work to be certified by the Project Manager before payment is made. The work performed in September was certified by the Project Manager on 10/15/20 and invoiced for \$2M on 10/20/20. As of 9/30/20, no issues have been identified with the work performed by the vendor. For purposes of this example, we have assumed the arrangement does not involve any retainers. **Should the invoice have been accrued at 9/30/20?**

**Options:**

- A. Yes
- B. No

**Answer: A. Yes.**

**Debrief:** Since the construction work was performed in the month of September, an accrual should be recorded to reflect the work performed. While there could be changes to the amount ultimately due as a result of the certification process, the timing of when an accrual should be recorded **does not** depend on completion of a certification process. If the work has been performed, and the Company expects to pay for the work, an estimate of the costs should be accrued, even though the amount to be invoiced had yet to be finalized by 9/30/20.

## Materials from CAP March, 2021 Accrual Review Session

### Example 3 – Invoices with incorrect information

**Example:**

Vendor X provides services on a project and invoices on a monthly basis. The invoice for work performed in September was issued on 9/30/20. Upon review by the Project Manager, certain line items had to be corrected and therefore a new invoice was submitted to the Company on 10/7/20. **Should the invoice have been accrued at 9/30/20?**

**Options:**

- A. Yes.** Accruals should be made in September, based on estimate of the work performed.
- B. No.** Since the corrected invoice is received in October, accruals should be made in October.

**Answer: A. Yes.** Accruals should be made in September, based on estimate of the work performed.

**Debrief:** As the work was performed in September, it must be accrued in September. Even if the invoice included incorrect information, it should have been accrued based on an estimate of work performed (i.e., the amount the Company ultimately expects to pay). The timing of when accruals are recorded is not dependent on receipt of a final invoice.



## Materials from CAP March, 2021 Accrual Review Session

### Example 4 – Contracts with Milestone payments



**Example:**

Vendor X provides construction services and invoices based on agreed milestones. The amount due upon hitting the first milestone is 10% of the total construction cost of \$1M. The first milestone is met on 9/30/20 and an invoice for \$100K is issued on 10/10/20. As of 9/30/20, the vendor has performed approximately 25% of the construction work. **Should an accrual be recorded at 9/30/20?**

**Options:**

- A. Yes. An accrual for \$100K should be recorded based on the agreed milestone payment.
- B. Yes. An accrual for \$250K should be recorded based on the work performed to date.
- C. No. An accrual was not necessary as the invoice was received after 9/30/20.

**Answer: B.** Yes. An accrual for \$250K should be recorded based on the work performed to date.

**Debrief:** Accruals should be booked each month based on work performed, rather than the schedule of milestones. On certain projects, the milestones may align with the schedule of work performed and could be used as a basis for booking accruals.



## Materials from CAP March, 2021 Accrual Review Session

### Example 6 – Settlement with vendor

**Example:**

Vendor X provided services during May - July 2020. In performing the work, the vendor stated they incurred overruns of \$2M, and sought payment from the Company under the terms of the contract. Through internal review performed during the month of September, the Company determined that payment of \$1.8M was due to the vendor. The Company and the vendor signed a settlement agreement for \$1.8M on 10/10/20. **Should an accrual have been recorded at 9/30/20?**

**Options:**

- A. Yes. An accrual for \$2M should have been recorded
- B. Yes. An accrual for \$1.8M should have been recorded
- C. No. While negotiations were ongoing at 9/30/20, the settlement agreement was not signed until after 9/30/20

Materials from CAP March, 2021 Accrual Review Session

**Answer: B. Yes.** An accrual for \$1.8M should have been recorded

**Debrief:** While there is judgment involved, there are two key factors to consider-

- a. The work in question was performed prior to 9/30/20
- b. While the settlement had yet to be reached at 9/30/20, the Company had already determined that \$1.6M was due to the vendor; i.e., that a loss was "probable". As such, the Company should have recorded an accrual for \$1.8M as this represented management's best estimate at 9/30/20

Generally, when settlements are reached shortly after the balance sheet date, it would indicate the parties had already determined a loss was probable and that an estimate could be made

## Materials from CAP March, 2021 Accrual Review Session

### Example 9 – Vendor submissions



**Example:**

Vendor X performed construction work for the Company during the period 8/1/20 – 9/15/20. At 9/30/20, the vendor had yet to issue an invoice. The Company requested an estimate for the work performed from the vendor but did not hear back prior to the end of the September Close. Subsequently an invoice was issued to the Company for \$750K. **Should an accrual have been recorded at 9/30/20?**

**Options:**

- A. Yes
- B. No

**Answer: A – Yes.**

**Debrief:** As the work was performed prior to 9/30/20, an accrual should have been recorded. While the individual appropriately sought an estimate from the vendor, the absence of a response does not mean a zero accrual should be recorded. Other internal sources of information should be sought in order to make as accurate an estimate as possible.

As a reminder, leaving the accrual as zero in these circumstances maximizes any error.



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Meeting Summary

Total Number of Participants

80

Meeting Title

EE Accrual Refresher Training

Training Date

3/22/2021

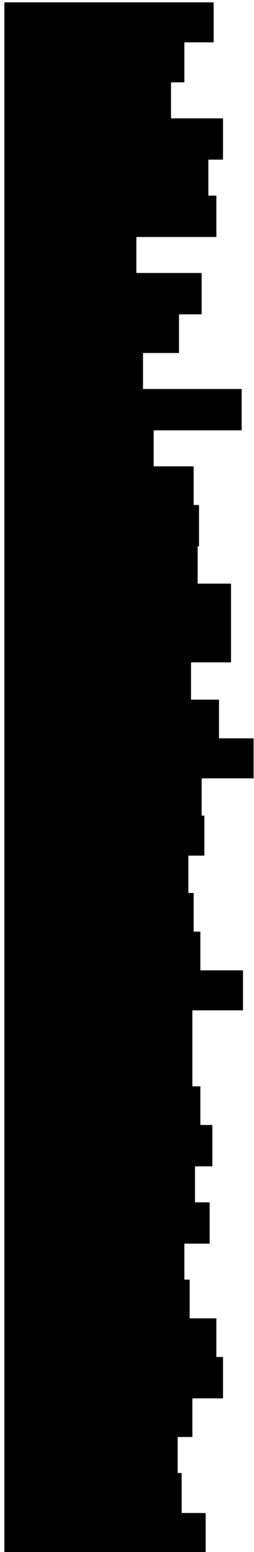
Target Audience

Program Managers & Customer Energy Management

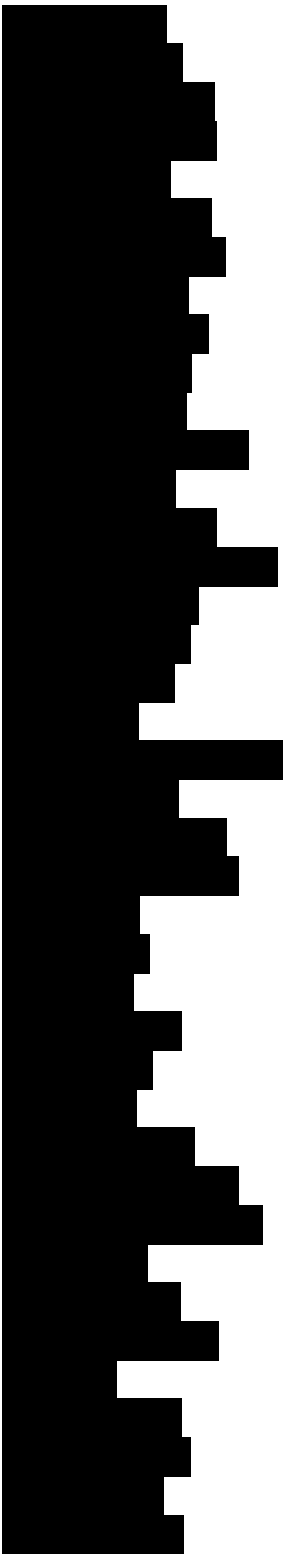
Full Name

Title

Role



Manager, Finance US	Presenter
Marketing Analyst NE	Attendee
Manager, Program Management NE	Attendee
Sr Marketing Analyst NE	Attendee
Director, Marketing US	Attendee
Manager, Marketing US	Attendee
Sr EE Strategy Analyst NY	Attendee
Manager, EM&V US	Attendee
Manager, Program Management NY	Attendee
Manager, Program Management NY	Attendee
Manager, EE Reporting US	Attendee
Manager, Marketing US	Attendee
Lead Marketing Analyst RI	Attendee
Manager, Customer Energy Mgmt MA	Attendee
Lead, EE Strategy Analyst MA	Attendee
Sr EE Strategy Analyst RI	Attendee
Lead Program Manager NY	Attendee
Lead Program Manager NY	Attendee
Lead Program Manager NY	Attendee
Lead EE Strategy Analyst NY	Attendee
Lead Program Manager NY	Attendee
Sr Program Manager NY	Attendee
Manager, EE Compliance US	Presenter
Lead Program Manager MA	Attendee
Lead Program Manager MA	Attendee
Lead Program Manager MA	Attendee
Program Manager MA	Attendee
Sr Program Manager MA	Attendee
Sr Program Manager MA	Attendee
Lead Program Manager RI	Attendee
Lead Program Manager RI	Attendee
Lead Program Manager MA	Attendee
Sr Program Manager RI	Attendee
Sr Program Manager MA	Attendee
Program Manager	Attendee
Lead Program Manager NE	Attendee
Lead Analyst Market Development NY	Attendee
Sr EE Strategy Analyst RI	Attendee
Lead Analyst EM&V NE	Attendee
Lead Program Manager NY	Attendee



Sr EE Engineer MA	Attendee
Lead EE Strategy Analyst RI	Attendee
Sr Business Analyst NE	Attendee
Sr Program Manager RI	Attendee
Sr Business Analyst MA	Attendee
Manager, Technical Engineering NY	Attendee
Sr Program Manager NY	Attendee
Lead Account Manager Customer Connections	Attendee
Lead Marketing Analyst NY	Attendee
Sr Program Manager NY	Attendee
Lead EE Strategy Analyst	Attendee
Lead Business Analyst US	Attendee
Sr Program Manager NY	Attendee
Sr Program Manager NY	Attendee
Sr Marketing Analyst NE	Attendee
Manager, Digital Delivery	Attendee
Sr Marketing Analyst NE	Attendee
Lead Marketing Product Analyst NE	Attendee
Sr Analyst Brand US	Attendee
Marketing Product Analyst NE	Attendee
Sr Analyst Finance NE	Attendee
Sr Program Manager RI	Attendee
Manager, EE Processing NE	Attendee
Sr Program Manager RI	Attendee
Manager, Clean Transportation NE	Attendee
Sr Program Manager MA	Attendee
Sr Specialist MA	Attendee
Sr Program Manager MA	Attendee
Manager, Field Sales NE North	Attendee
Manager, Field Sales NE South	Attendee
Manager, EE Processing NY	Attendee
Lead Program Manager NY	Attendee
Sr Program Manager NY	Attendee
Lead Program Manager NY	Attendee
EE Strategy Analyst MA	Attendee
Lead Program Manager RI	Attendee
Sr EE Strategy Analyst RI	Attendee
Sr EE Policy Analyst RI	Attendee
Sr EE Strategy Analyst RI	Attendee
EE Intern	Attendee

Meeting Summary

Total Number of Participants

38

Meeting Title

**Mandatory NE Program Manager Compliance training**

Training Date

**7/27/2021**

Target Audience

Program Managers & Customer Energy Management

**Full Name**

**Title**

**Role**

Full Name	Title	Role
[REDACTED]	Sr Business Analyst RI	Attendee
[REDACTED]	Sr Specialist MA	Attendee
[REDACTED]	Director, EE Compliance US	Attendee
[REDACTED]	Lead Business Analyst US	Attendee
[REDACTED]	Manager, EE Compliance US	Presenter
[REDACTED]	Lead EE Strategy Analyst RI	Attendee
[REDACTED]	Lead Program Manager RI	Attendee
[REDACTED]	Sr Program Manager MA	Attendee
[REDACTED]	Sr Program Manager RI	Attendee
[REDACTED]	Sr EE Strategy Analyst RI	Attendee
[REDACTED]	Sr Business Analyst NE	Attendee
[REDACTED]	Lead Program Manager NE	Attendee
[REDACTED]	Lead Program Manager RI	Attendee
[REDACTED]	Lead Program Manager MA	Attendee
[REDACTED]	Sr Specialist US	Attendee
[REDACTED]	Sr Analyst Finance NE	Presenter
[REDACTED]	Sr Program Manager MA	Attendee
[REDACTED]	Lead Program Manager RI	Attendee
[REDACTED]	Program Manager MA	Attendee
[REDACTED]	Lead Program Manager MA	Attendee
[REDACTED]	Sr EE Strategy Analyst MA	Attendee
[REDACTED]	Sr EE Engineer MA	Attendee
[REDACTED]	Sr EE Strategy Analyst MA	Attendee
[REDACTED]	Sr EE Policy Analyst RI	Attendee
[REDACTED]	EE Intern	Attendee
[REDACTED]	Sr EE Strategy Analyst RI	Attendee
[REDACTED]	Sr EE Strategy Analyst RI	Attendee
[REDACTED]	Sr Program Manager RI	Attendee
[REDACTED]	Director, Customer Programs NE	Attendee
[REDACTED]	Sr EE Policy Analyst RI	Attendee
[REDACTED]	Sr Program Manager RI	Attendee
[REDACTED]	Prin Program Manager MA	Attendee
[REDACTED]	EE Strategy Analyst MA	Attendee
[REDACTED]	Manager, Finance US	Attendee
[REDACTED]	Manager, EE CEM MA	Attendee
[REDACTED]	Lead EE Strategy Analyst MA	Attendee
[REDACTED]	Lead Program Manager RI,NY	Attendee
[REDACTED]	Lead EE Strategy Analyst MA	Attendee



Meeting Summary

Total Number of Participants

81

**Meeting Title**

**Review of year end accruals and mandatory dates**

**Training Date**

**11/18/2021**

Meeting Id

9298c7a2-97d6-48f1-8f14-e5da8a73f3c9

Target Audience

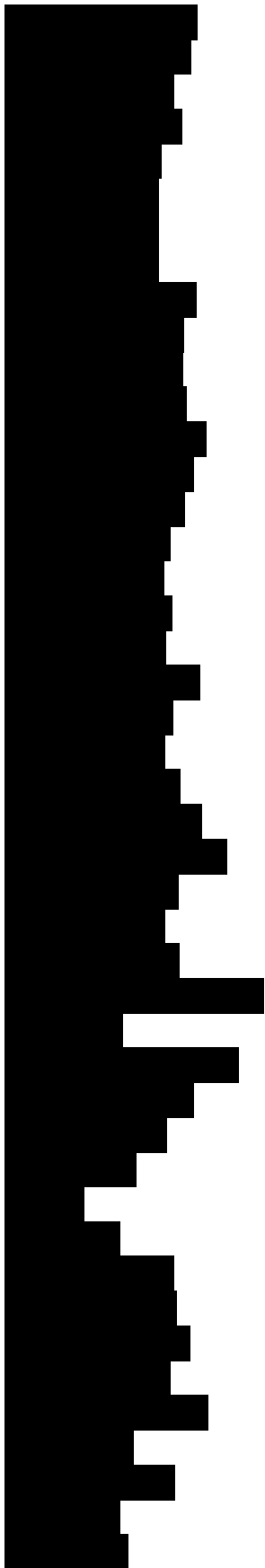
Evaluation/EEA/Tech Services/IT/Product Reporting

**Full Name**

**Title**

**Role**

Full Name	Title	Role
[REDACTED]	Manager, Finance US	Presenter
[REDACTED]	Sr Analyst Finance NE	Presenter
[REDACTED]	Manager, EE Compliance US	Presenter
[REDACTED]	Sr Business Analyst MA	Attendee
[REDACTED]	Manager, Customer Programs NE	Attendee
[REDACTED]	Lead EE Analyst Reporting US	Attendee
[REDACTED]	Manager, EE Process & Performance US	Attendee
[REDACTED]	Sr Program Manager RI	Attendee
[REDACTED]	Sr Program Manager NY	Attendee
[REDACTED]	Assoc Business Analyst MA	Attendee
[REDACTED]	Manager, Clean Transportation NE	Attendee
[REDACTED]	Lead Program Manager MA	Attendee
[REDACTED]	Lead Program Manager MA	Attendee
[REDACTED]	Manager, EE Processing NE	Attendee
[REDACTED]	Lead EE Strategy Analyst MA	Attendee
[REDACTED]	Sr Analyst EE EM&V	Attendee
[REDACTED]	Sr Analyst EE Indemand System	Attendee
[REDACTED]	Sr Program Manager MA	Attendee
[REDACTED]	Lead Analyst, EE Indemand System	Attendee
[REDACTED]	Sr Program Manager NY	Attendee
[REDACTED]	Manager, Program Management NE	Attendee
[REDACTED]	Sr Program Manager NY	Attendee
[REDACTED]	Lead Program Manager NY	Attendee
[REDACTED]	Lead EE Strategy Analyst MA	Attendee
[REDACTED]	Lead EE Strategy Analyst NY	Attendee
[REDACTED]	Sr Analyst EE Reporting	Attendee
[REDACTED]	Lead Program Manager NY	Attendee
[REDACTED]	Lead Program Manager RI	Attendee
[REDACTED]	Sr Program Manager MA	Attendee
[REDACTED]	Sr Specialist MA	Attendee
[REDACTED]	Sr Program Manager NY	Attendee
[REDACTED]	Principal EE Systems Analyst	Attendee
[REDACTED]	Sr EE Engineer MA	Attendee
[REDACTED]	Manager, Field Sales NY	Attendee
[REDACTED]	Program Manager NY	Attendee
[REDACTED]	Sr Program Manager RI	Attendee
[REDACTED]	Lead Analyst, EE Process & Performance US	Attendee
[REDACTED]	Manager, Field Sales NE South	Attendee



Sr Program Manager RI	Attendee
Business Analyst MA	Attendee
EE Strategy Analyst RI	Attendee
Sr Program Manager NY	Attendee
EE Strategy Analyst MA	Attendee
Sr EE Strategy Analyst RI	Attendee
Sr EE Strategy Analyst RI	Attendee
Sr EE Strategy Analyst RI	Attendee
Lead Program Manager MA	Attendee
Prin Program Manager RI	Attendee
Sr Program Manager MA	Attendee
Director, Marketing US	Attendee
EE Strategy Analyst NY	Attendee
Program Manager	Attendee
Assoc Business Analyst MA	Attendee
Lead EE Strategy Analyst	Attendee
Sr Program Manager NY	Attendee
Lead Program Manager MA	Attendee
Sr EE Strategy Analyst RI	Attendee
EE Intern	Attendee
Lead Marketing Analyst RI	Attendee
Director, Customer Programs NE	Attendee
Lead Program Manager NY	Attendee
Lead Analyst NY	Attendee
Lead EE Strategy Analyst NY	Attendee
Director, Product Growth US	Attendee
Manager, Program Management NY	Attendee
Sr Program Manager MA	Attendee
Lead Analyst NY	Attendee
Sr Program Manager MA	Attendee
Lead Program Manager NY	Attendee
Manager, Marketing US	Attendee
Sr Analyst NY	Attendee
Prin Analyst, MA	Attendee
Lead Analyst, EE Indemand System	Attendee
Sr Program Manager RI	Attendee
Sr Program Manager NY	Attendee
Lead EE Strategy Analyst, MA	Attendee
Lead Marketing Analyst NY	Attendee
Sr Analyst NY	Attendee
Manager, Field Sales DNY	Attendee
Associate Analyst NY	Attendee
Sr Program Manager NY	Attendee
Sr Program Manager MA	Attendee
Manager, Program Management NY	Attendee

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RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)  
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Issued on June 17, 2022

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Division 1-18

Request:

Please describe what the Company's InDemand system is and how it functions. Please describe how transactions were traced prior to implementing this procedure.

Response:

Since 2002, The Narragansett Electric Company ("Narragansett") has used a web-based application called InDemand for tracking all energy efficiency program savings for its energy efficiency reporting. Narragansett has used this system for all programs, both gas and electric, and all sectors, residential, low income, and Commercial & Industrial ("C&I"). This system tracks gross savings, net savings, net benefits, and varying levels of project detail, as described in the "Project Detail and Customer Data" section below, and customer data (e.g., customer name, account number, addresses) for the energy efficiency programs. Further, InDemand ties into Narragansett's financial systems, and may be used to process invoices and view some financial information, such as customer incentive amounts.

InDemand is automated and processes all program savings and benefits in the current program year on a nightly basis. InDemand includes many coded rules and warnings to ensure accurate data entry, as well as restrictions on which users can enter, edit, approve, or delete certain items within the system. The non-automated portions of InDemand include some of the data entry, and some of the gross savings calculations, described under the "Gross Savings Calculations" section, below.

InDemand continues to be enhanced as part of regular operations in order to add improvements or to make corrections to existing data. These enhancements are made on a regular schedule, but may also include ad hoc enhancements.

Aside from the automated quality control ("QC") in place within InDemand, the energy efficiency teams at Narragansett and third-party vendors, who may have access to InDemand on a limited basis, regularly validate data inputs and outputs from the system. All changes to InDemand follow layers of approvals and testing before implementation.

Project Detail and Customer Data:

The level of project detail and customer data tracked in the system varies by program, and reflects unique program management, evaluation, and regulatory reporting needs.

Division 1-18, page 2

- Application Level: Applications can be created either internally or by third-party vendors. For programs and initiatives like C&I New Construction and C&I Large Retrofit, detailed project and customer data is input and tracked directly in InDemand.
- Detailed Upload Level: For programs and initiatives primarily implemented using rebate forms (e.g., Residential Heating and Water Heating Program), detailed project and customer data is collected from rebate forms, consolidated by vendors, uploaded into the tracking system using text files, and tracked in InDemand. Detailed uploads include customer and equipment installation information.
- Summary Upload Level: For some programs and initiatives implemented by vendors, InDemand tracks a low level of detail, generally a count of units installed for a particular measure or participation counts in a program, and uses that count to calculate savings. Two examples include the Residential Behavioral Program and the Upstream Lighting initiative. In these cases, InDemand does not track customer information.

Savings and Impact Factor Information:

InDemand stores program savings information in tables called “impact tables.” Impact tables store information required to calculate gross and net savings on a measure or end-use level. The information stored in a program’s impact table depends on requirements for calculating the program’s gross savings. However, savings information may include deemed savings, baseline efficiencies, hours of operation, and other values required to calculate measure or end-use level savings. Further, impact tables store impact factor information, such as realization rates, in service rates, free-ridership, and spillover. The formulas stored within InDemand use these tables along with project information to calculate savings.

Gross Savings Calculations:

Gross savings are stored in the tracking system for all programs and initiatives. Depending on the effort, gross savings are either: (a) calculated within InDemand using specific program or project data uploaded by program implementation staff, savings information stored in the impact tables, and programmed savings algorithms consistent with those described in the technical reference manual; or (b) directly uploaded into InDemand by program implementation staff. Measures that fall under category (b) are often measures in programs or initiatives implemented by vendors who use their own tracking systems to calculate and track gross savings, but still

Division 1-18, page 3

follow a prescriptive calculation. Custom measure savings are also calculated outside of InDemand and are based on site specific analyses and reports, and then are directly input into InDemand.

Net Savings Calculations:

For all programs or initiatives, net savings are calculated within the tracking system using the gross savings described above, program impact factors stored in the system, and the net-to-gross formulas. The net savings calculations include all relevant electric and gas impact factors.

Benefit Calculations:

For all programs, energy efficiency program benefits are calculated within the tracking system using net savings and avoided cost factors. The benefit calculations include all electric and gas benefits, as well as all non-electric and non-gas benefits.

Data Validation - InDemand Automated Checks:

Data validation varies by program or initiative, based on data inputs, calculation methodology, and various levels of human interaction with the data. As much as reasonably possible, InDemand has automated hard and soft stops in the data input procedures to ensure that all required program information is collected, appropriate approvals are obtained, and savings values are within expected ranges. In addition, program managers are responsible for reviewing all data entered into InDemand for the efforts they manage.

Data Validation - Post Inspections:

Some prescriptive C&I and residential projects are selected for "post inspections," during which installed equipment is inspected during site visits to ensure the quantity and type of the installed measures listed in InDemand matches the physical equipment on-site. Projects requiring a post inspection are selected on a random basis for most prescriptive C&I projects.

Custom C&I projects also undergo post inspections for all of the projects, and may include a more detailed post installation study for larger projects.

Data Validation - Monthly Data Checks:

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Program managers are responsible for reviewing data submitted by external vendors to ensure that all needed information has been provided, that provided data complies with requirements, and that outliers (e.g., quantities of a particular measure exceed what is anticipated) are verified. Program managers and vendors receive monthly reports of program savings. By tracking expected versus achieved savings, looking for outliers, and checking for missing data, occasional errors in data are found and corrected.

Data Validation - End of Year QC:

At the end of a program year, additional checks are performed, particularly on custom C&I projects which tend to make up a large percentage of portfolio savings. These checks include validation of project categorization, checks for abnormal savings estimates, and checks of measure lives.

In 2020, a manual delegation of authority (“DOA”) process was built into the InDemand residential portion of the interface to incorporate additional touchpoints in the tasks approval process ensuring at a minimum both the program manager and their line manager are required to approve all Residential Vendor Invoice submissions. Furthermore, Director and Vice President approvals were also added to the Residential process where the DOA threshold amount exceeded \$50,000.

The InDemand System has been in place for approximately 20 years. Prior to the development of this system, programs were tracked in various data bases and spreadsheets.

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Division 1-19

Request:

At page 12 of the report, the Company indicated that one remedial measure was to:

“Establish formal policies and procedures related to the energy efficiency programs to ensure (i) quality review of supporting documentation submitted to the program administrator by the manufacturer and (ii) guidelines for each respective party (ie sponsor, program administrator, manufacturer, and retailer) and their responsibilities to ensure that the sales are validated prior to the release of an incentive payment.”

- a) Please provide a copy of said formal policies and procedures.
- b) Please indicate whether these formal policies and procedures supplemented or replaced prior policies and procedures, whether formal or informal.
- c) If there were no prior policies or procedures in place, please describe, in detail, how the company ensured quality review of supporting documentation submitted to the program administrator by the manufacturer.
- d) Please provide a copy of the guidelines described above.
- e) Please indicate whether these guidelines supplemented or replaced prior guidelines, whether formal or informal.
- f) If there were no prior guidelines, formal or informal, please describe in detail how the Company validated sales prior to the release of incentive payments.

Response:

- a) The Narragansett Electric Company (“Narragansett”) developed and implemented a new Memorandum of Understanding (“MOU”) with retailers and manufacturers effective January 1, 2021. Please see Attachment DIV 1-19-1 for a sample of the MOU, with highlighted updates. Please see Attachment 1-19-2 for three associated checklists that were previously provided as Exhibits C1, C2, and C3 to Narragansett’s June 7, 2022 Review of Invoices within the Energy Efficiency Program report. Please refer to Attachment 1-16-1 for the updated accrual policy.
- b) The updated policies and procedures supplement the prior policies and procedures.
- c) There were policies and procedures in place.
- d) Please see the response to subpart (a), above.

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- e) Please see the response to subpart (b), above.
- f) Prior to the effective date of the new MOU, Narragansett relied on the rebate processing vendor to validate quantities, units and prices for invoices.



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# National Grid RI ENERGY STAR® Lighting Initiative

## Negotiated Cooperative Promotion



### Memorandum of Understanding for MARKDOWN Promotion

**MAXLITE / HARDWARE AND APPLIANCE** **MOU # 2021-338**

State: RI

**Markdown Program Period:**

<b>Markdown Start Date(s):</b>	<b>Markdown Program End Date(s)*:</b>
<b>1/1/2021</b>	<b>12/31/2021</b>

The collective group of independent retailers “Hardware and Appliance” (herein referred to as “Retailer”) and Maxlite (herein referred to as “Manufacturer”) and National Grid (hereafter referred to as the “Sponsor”) of the National Grid RI ENERGY STAR® Lighting Initiative agree to jointly participate in a *Markdown* program to promote the sale of the Manufacturer’s ENERGY STAR certified lighting products and Program certified Advanced Power Strips (“Products”) through the Retailer’s retail location(s) (“Promotion” or “Program”). The specific details of the Products and Promotion as agreed to by the Sponsor, Manufacturer, and Retailer are provided in Attachments A through E. The Manufacturer and Retailer agree to abide by the terms described in this Memorandum of Understanding (“MOU”) including all attachments and any subsequent amendments that may be issued, commencing on January 1, 2021 (“Effective Date”).

\* All Sponsor funding allocation amounts included in this MOU represent total allocations for products sold within the specified time periods between January 1, 2021 through December 31, 2021 (the “Promotion Period”); provided that certain Products are being removed from the Program during the term of this MOU, as set forth below. Sponsor will no longer pay incentives for such Products sold after the applicable effective date of removal (“Product Sale End Date”).

- Product Sale End Date for LED Bulbs (A-line and 3-Way), Specialty LEDs, LED Fixtures and Linear LEDs is September 30, 2021;
- Product Sale End Date for Advanced Power Strips is December 31, 2021.

Invoicing for any products sold by the applicable Product Sale End Date MUST be submitted within 30 days of the markdown program end date. MANUFACTURER AND RETAILER ACKNOWLEDGE AND AGREE THAT SPONSOR WILL HAVE NO INCENTIVE PAYMENT OBLIGATIONS FOR ANY PRODUCT SOLD AFTER THE APPLICABLE PRODUCT SALE END DATE.

**Attachment A: Negotiated Promotion Detail Worksheet.** Sets forth Product information including Model #, Measure, Watts, Lumens, Description, Rated Life (in hours), # of Bulbs or Fixtures per Pack, Regular Retail Price \$, Manufacturer Provided Discount/pkg, Manufacturer Incentive request of Sponsor/pkg, and Target Retail Price/pkg.

**Attachment B: Negotiated Marketing Plan.** Sets forth the marketing scope and schedule, and the total cost of marketing, the Sponsor’s contribution towards marketing costs, required documentation for validation, and any other details related to the Marketing Plan.

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**Attachment C: Participating Stores List.** Sets forth Retailer location(s) participating in the Sponsor’s service territory.

**Attachment D: Invoicing, Shipping and Sales Data.** Sets forth the requirements for submittal of supporting documentation to accompany the Invoice Submittal Form and provides a sample of an acceptable invoice and supporting documentation format. All claims submitted must include required documentation in approved formats in order for payment to be issued against this MOU.

**Attachment E: Invoice Submittal Form.** A completed form that is executed by both Manufacturer and Retailer must accompany each invoice package submittal for incentive payments under this MOU, together with the required documentation, including a Retailer Inventory and Sales Form signed by Retailer.

**Retailer and/or Manufacturer Requirements:**

**Retailer and/or Manufacturer must comply with all requirements set forth below in order to receive payment of incentives from the participating Sponsor.**

“Incentive Processor” and “Field Implementer” shall be as set forth in Section VIII below.

**I. ENERGY STAR Compliance**

- a) All lighting Products must comply with the ENERGY STAR specifications in effect and be listed on the ENERGY STAR website on the date of sale. If lighting Products are delisted during the Promotion, (i) such Products shall be removed from the Promotion in compliance with the delisting protocol from ENERGY STAR, and (ii) the Field Implementer, upon receipt of Sponsor’s approval, shall issue an amendment to this MOU removing the Product(s). Promptly following such amendment, the Field Implementer will provide an updated copy of this MOU to each party hereto.
- b) All lighting Products must be labeled with the ENERGY STAR mark.
- c) All Advanced Power Strips must comply with Program specifications detailed below. Any products that the Manufacturer wishes to add to the Promotion must comply with Program specifications and be cleared by the Main Contact prior to receiving incentives.
  - Be UL or ETL listed
  - Have at least a one year warranty
  - Carry an equipment protection guarantee of at least \$1,000
  - Consume less than one watt of stand-alone power
  - Allow for at least three peripheral devices to be connected
  - Be rated for 120 V and 15 amp service
  - Have a resettable circuit breaker
  - Have a control outlet and advanced sensing circuitry; will automatically shut off standby power to peripherals when the main component is turned off
  - Have an adjustable switching threshold
  - Tier 2 products must include an active power management feature such as an infrared (IR) or other sensor

**II. Marketing and Point of Purchase.**

All marketing plan details and obligations are set forth on Attachment B.

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### III. Product Change Requests

- a) On a limited basis, Manufacturer may request different or additional Products to be authorized for incentives. Such requests must be submitted to the Field Implementer and approved in advance, in writing, by the Sponsor. Manufacturer's request for authorization of additional Products eligible for incentives may be rejected by Sponsor, at their sole discretion.
- b) No claims for incentives submitted to the Incentive Processor will be approved for Products not listed on the MOU or any subsequent amendments adding new Products.
- c) Manufacturer will provide a written notice and description of any requested variation of Products authorized under Product Guidelines terms for which approval from Sponsor is being requested. All notices and inquiries should be sent via email to the Field Implementer with a minimum of ten (10) business days advance notice. If changes to this MOU are agreed to in writing by the Sponsor, the Manufacturer and the Retailer, the Field Implementer will notify the Incentive Processor.
- d) Requests for approval of additional Products to be authorized for incentive are limited to two per month and must comply with Product Guideline requirements.

### IV. Program Requirements and Incentive Documentation

- a) Products approved and outlined in Attachment A are intended for retail sale only and are not intended for non-retail distribution. Bulk purchases that exceed the following per-customer limits are not allowed and will not be honored: Retailer agrees to limit consumer purchases of authorized Products to 20 single-bulb packages, 4 multi-bulb packages, 6 fixtures and 6 Advanced Power Strips per residential customer transaction.
- b) Manufacturer will limit orders of Advanced Power Strips to no more than 48 total units per Retailer location during the Markdown Program Period, unless approved in writing by Field Implementer.
- c) The Sponsor has approved a maximum incentive for each Product detailed in Attachment A: *Negotiated Promotion Detail Worksheet*.
- d) Manufacturer must receive from Retailers, the following minimum contributions for each Product (by each individual bulb, fixture and/or Advanced Power Strip contained in each individual package) delivered to Retailers:
  - o for screw in bulbs, no less than \$0.10 per bulb;
  - o for fixtures (including Linear LED), no less than \$0.50 per fixture;
  - o for Advanced Power Strips, no less than \$.50 per unit.

In order to document ongoing compliance with this minimum contribution requirement, Manufacturer must include Retailer paid invoices with each claim for incentives submitted to the Incentive Processor, as further described in Attachment D.

- e) Retailer shall not charge more than the amount authorized for Products as set forth in Attachment A.
- f) Online sales of Products are prohibited.
- g) Loyalty card programs cannot be required for customer participation.
- h) Products may not be transferred from one retail location to a different retail location unless approved in advance in writing by the Field Implementer. All approved redistributions of Products by Retailer must be documented and submitted to Manufacturer for inventory record keeping.
- i) Invoices and required documentation (Attachments D – Sales Documentation and Attachment E – Invoice Submittal Form and supporting documentation) shall be provided monthly (but in no event less than quarterly) to the Incentive Processor, must be complete and accurate, and must be executed by either

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Retailer and Manufacturer, as applicable. Each submittal should contain sales for the invoiced period.  
**Sales data submitted that is more than a quarter old will not be guaranteed payment of Sponsor incentives and may only be paid out at the Sponsor's sole discretion.**

- j) Each Manufacturer claim for incentives submitted to the Incentive Processor **must include:**
1. **Manufacturer Summary Form**, which must be a Microsoft Excel file or other spreadsheet acceptable to the Incentive Processor in the format of the preapproved form included in Attachment D to this MOU, **reflect a summary of the Retailer Point-of-Sale ("POS") data for the reporting period in question and indicate the reporting period beginning and ending dates for the sales submitted.**
  2. **A standard Manufacturer invoice** with a unique invoice number and invoice date. The invoice must reference the applicable MOU number and list the number of units (packages) sold and incentive amounts requested by each Product model. Product models should match the Manufacturer model number that is listed in **Attachment A: Negotiated Promotion Detail Worksheet**; a brief description of the Product must also be included. All invoices should indicate the address to which the Manufacturer would like the payment sent.
  3. **Attachment E: Invoice Submittal Form**, completed and executed by the Manufacturer, with supporting documentation, including the **Retailer Inventory and Sales Form** signed by Retailer.
  4. **Attachment D: Supporting invoicing, shipping and sales information** that must match the format of the preapproved sample or form included in Attachment D to this MOU. **Satisfaction of the minimum contribution requirement must be evidenced by an invoice issued to Retailer and marked as paid by Manufacturer.** Point-of-Sale ("POS") reports from Retailers must clearly indicate the reporting period beginning and ending dates for the sales submitted. These dates should correspond with, or fall within, the Promotion Period start and conclusion dates as set forth above. **Shipping and POS data must identify the store(s) from which the units were sold and the locations must be identified in Attachment C.**
- k) Submittals shall be rejected by Incentive Processor, for Manufacturer's or Retailer's noncompliance with MOU requirements, including, without limitation, the following:
- o Incomplete submittals (e.g., missing signatures, sales information or shipping information)
  - o Sales reported are for Products from Retailer locations other than those specifically listed in Attachment C and approved in this MOU; or
  - o Claims are for Products not listed on the MOU or any subsequent amendments, including Products removed from the Promotion.
- l) Promotions will be evaluated and/or measured by volumes of sales achieved to determine the progress toward Sponsors' objectives. Failure to provide accurate or quality data in a timely manner will result in a "non-compliant" evaluation of the participants in the Promotion. If the Retailer and/or Manufacturer do not comply with the terms set forth in the MOU or do not deliver sufficient results in a timely manner, then the Sponsor reserves all contractual rights and remedies, including, without limitation, the right to reallocate the remaining funding on this MOU and the right to terminate the MOU specific to the noncompliant or underperforming party.
- m) The Sponsor reserves the right to terminate this MOU or the Promotion, in whole or in part, at any time and for any reason. Prior to termination, Sponsor will provide written notice (with at least ten (10) days prior written notice for termination for convenience). Sponsor agrees to pay the incentives as specified in Attachment A and any Amendments to this MOU on qualified Products sold prior to the date of termination, provided all other terms of this MOU are met and the required documentation is received by the Incentive Processor within one month after the date of termination. For the avoidance of doubt, if the Sponsor removes certain Products from the Promotion or terminate this MOU or the Promotion with

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respect to certain Products, incentives shall not be paid for sales of such Products consummated after the applicable Product Sale End Date.

- n) At any time, Sponsor or their designated representative shall, upon request, be provided access to Retailer's and Manufacturer's records and be provided with any additional information requested for review to verify the documentation submitted and that the proper charges and payments have been made in accordance with the Program requirements, the MOU for this Program or any related or prior Program the parties have participated in. Upon the completion of any such review, the recipient of any incentive payments from Sponsor based upon sales that Sponsor determine have not been substantiated with proper, accurate, and valid documentation, shall be responsible to reimburse Sponsor for such unsubstantiated payments within thirty (30) days of receipt of written request.

#### V. Payment Information

- a) Sponsor incentive funds to Manufacturer will be paid upon Incentive Processor's receipt and approval of **all required documentation**, including a completed and fully executed Schedule E and required supporting documentation as outlined in Attachment D: Invoicing, Shipping and Sales Data.
- b) An amount not to exceed the Maximum Incentive Amount set forth in Attachment A will be paid for Products sold. Amounts paid will be tracked by the Incentive Processor.
- c) Payment Schedule for Marketing or Advertising shall be as set forth in Attachment B.
- d) **Product Returns.** Sponsors' incentives paid to Manufacturer or Retailer, as applicable, on products purchased through this Promotion that are returned by customers must be credited by Manufacturer back to the Sponsor within thirty (30) days of the return. The credits must be included and itemized on the following monthly invoices and tied to the store where the product was originally purchased.

#### VI. Energy Benefits

It is understood that the participating Sponsor is entitled to 100% of the energy and capacity benefits associated with the energy efficiency products for which incentives are provided under this Program, excluding the value of the energy cost savings realized by the customer, but including all rights to all associated ISO-NE Energy Capacity and Reserves Products, and the Manufacturer and/or Retailer agree to provide the Sponsor with such further documentation as the Sponsor may request to confirm their ownership of such benefits.

#### VII. Mutual Confidentiality of Sponsor, Retailer and Manufacturer Proprietary Information

- a) Each party agrees that any information disclosed or conveyed to them by or on behalf of another party, whether in written, oral or other form, regarding incentive pricing, shipping information or volumes by retailer location, and sales volumes, hereinafter referred to as "Confidential Information," shall be kept strictly confidential, and used or disclosed only as provided in this Section VII.
- b) Confidential Information shall not include information that is, was or becomes (i) generally available to the public from a source other than the party it was disclosed or conveyed to under this MOU, or (ii) available to a party from a source other than the other parties to this MOU, provided that such source was not known by the party to be prohibited from disclosing such information by an obligation of confidentiality to another party to this MOU.
- c) Each party shall (i) use Confidential Information of another party only in connection with fulfilling its obligations under this MOU, and not for any other purpose; provided, however, that Sponsor also may use the Confidential Information for Program administration, compliance and reporting purposes, regulatory reporting, and public reporting in the aggregate or with privacy protections as determined by the Sponsor; (ii) use the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own, similar confidential information, to protect the Confidential Information of another party, and (iii) upon the request of another party, promptly return or destroy such party's Confidential Information and all copies

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there, and if requested, certify to the destruction of such Confidential Information and copies thereof, provided that each party may retain electronic copies of Confidential Information stored in connection with its customary automated backup or archival procedures, or as required by Sponsor for Program reporting and record keeping, so long as such Confidential Information remains subject to provisions of this Section VII.

- d) Without the prior written consent of the other party, each party shall disclose the Confidential Information of another party only to (i) its officers, directors, employees, agents, contractors and advisors with a need to know such information and who have been directed to abide by the confidentiality obligations set forth in this Section VII, or (ii) the extent required by applicable law or the order or request of a government authority or other party in any court or regulatory proceeding, provided that to the extent permitted by law, the other party is given notice of such requirement prior to disclosure so that it may attempt to contest or limit the disclosure or obtain confidential treatment thereof. If, absent the entry of a protective order or receipt of a waiver, the receiving party is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the receiving party may disclose such Confidential Information to the persons and to the extent required without liability under this Agreement.
- e) Each party shall retain ownership of all Confidential Information and intellectual property referred to in this Agreement. Sponsor shall own exclusively all rights in ideas, strategies, plans, and data (other than Manufacturer and Retailer Confidential Information related to Products) related to the Program, including all proprietary information and other intellectual property rights. Except as set forth in this Agreement, nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel, or otherwise, although the parties may provide for such a license in an express written agreement.
- f) Each party agrees that it will be responsible for any breach of the provisions of this Section VII by its Representatives.

**VIII. Contact Information**

FIELD IMPLEMENTER	INCENTIVE PROCESSOR (For Incentive Payment Submission)
Daniel Krasowsky <a href="mailto:DKrasowsky@trccompanies.com">DKrasowsky@trccompanies.com</a> Cell: 774-245-8657	Energy Federation, Inc. 1 Willow St, Suite 2 Southborough, MA 01745 800-876-0660 x 4515 Submit online at: <a href="mailto:efincp@efi.org">efincp@efi.org</a>
MANUFACTURER / RETAILER CONTACT FOR PROMOTION	
James Poynton Maxlite JPoynton@maxlite.com Office: 708-921-9665	

**IX. FUNDING**

- a) The Sponsor agrees to allocate funds based on their program goals and the funding available in their energy efficiency plans filed with the regulators, as described in Attachment A. **Manufacturer and Retailer must carefully monitor and stay within the allocation and pricing limits set by the Sponsor (as set forth on Attachment A), including the individual Retailer location allocations (as set forth on Attachment C). Sponsor shall not pay incentives beyond applicable allocation limits.** The Sponsor agrees to pay incentives to Manufacturer for Program and MOU compliant and valid submissions by

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Manufacturer with accurate documentation from Retailer for Products sold by Retailer from locations within their Rhode Island service territory.

- b) The total submissions by Manufacturer from each Sponsor’s territory cannot exceed the individual Sponsor allocations as indicated on the “Total Funding” column in the table set forth on Attachment A, and the individual Retailer location allocations set forth on Attachment C, unless agreed to in advance in writing through amendments to this document.
- c) Each Sponsor has its own funding budgets. The funding amounts indicated on Attachment A are not transferable between Sponsors or Retailer locations. Submittals for claims from each Sponsor’s service territory must be tracked separately against the funding amount provided by each individual Sponsor and each individual Retailer location.
- d) Any submissions for payment that exceed the allocation limit for the applicable Sponsor or individual Retailer location are not guaranteed payment of Sponsor incentives.
- e) Sponsor reserves the right to adjust or withdraw funding or terminate this MOU in the event of noncompliance by Manufacturer or Retailer with the terms of this MOU, the Program or other factors, in Sponsors’ sole discretion, upon prior written notice.

**X. MISCELLEANOUS**

- a) Notwithstanding anything to the contrary in this MOU, no party shall make any claims, representations, or warranties on behalf of another party.
- b) The relationship between the parties will be of independent contractors. Nothing contained herein will be construed to imply a joint venture, principal, or agent relationship, partnership, or other joint relationship. In carrying out its obligations under this MOU, each party agrees to comply with the MOU, Program requirements and applicable requirements of all laws, statutes, acts, ordinances, regulations, codes and standards of federal, state, and local governments, and all agencies thereof.
- c) This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.
- d) Retailer and Manufacturer may not assign this MOU or any of their respective obligations thereunder without Sponsors’ prior written consent.
- e) This MOU and its Attachments constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements, negotiations, discussions and understandings, whether written or oral. No modifications or amendments to this MOU will be binding upon another party unless such modifications or amendments are expressly set forth in a written instrument executed by the parties, provided that, Sponsor may issue an amendment to this MOU for purposes of delisting Products from the Promotion pursuant to Section 1(a) unilaterally, by the Field Implementer on behalf of the parties hereto.

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**Memorandum of Understanding for MARKDOWN promotion**

**MAXLITE / HARDWARE AND APPLIANCE MOU # 2021-338**

**State: RI**

<b>Markdown Start Date(s):</b>	<b>Markdown Program End Date(s):</b>
<b>1/1/2021</b>	<b>12/31/2021</b>

Incentive to be paid to: Manufacturer  Retailer

Make Checks payable to:	MAXLITE, LLC 12 YORK AVE WEST CALDWELL, NJ 07006 ATTN: ACCOUNTS RECEIVABLE
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*By signing below, the parties acknowledge that they have read and understand the requirements for participating in this joint buydown promotion and agree to abide by these requirements to the best of their ability.*

**Retailer:**

**Manufacturer:**

**MARC ADLER**  
\_\_\_\_\_  
Print Name, Title (Date)  
MARC ADLER  
MARC ADLER (Mar 17, 2021 14:45 EDT)  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Address  
( )  
\_\_\_\_\_  
Phone  
( )  
\_\_\_\_\_  
Fax  
miadler@aol.com  
\_\_\_\_\_  
Email Address

James M Poynton, Director 3/15/2021  
\_\_\_\_\_  
Print Name, Title (Date)  
James M Poynton  
\_\_\_\_\_  
Signature  
12 York Av W Caldwell NJ 07006  
\_\_\_\_\_  
Address  
( ) 708-921-9665  
\_\_\_\_\_  
Phone  
( )  
\_\_\_\_\_  
Fax  
JPoynton@Maxlite.com  
\_\_\_\_\_  
Email Address

Elizabeth H. Terry  
Elizabeth H. Terry (Mar 30, 2021 16:16 EDT)  
\_\_\_\_\_  
Elizabeth Terry (Date)  
Narragansett Electric  
d/b/a National Grid Rhode Island (NGRID RI)



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## Attachment A: Negotiated Promotion Detail Worksheet and Program Funding

**Manufacturer:** Maxlite

**Retailer:** Hardware and Appliance

Model #	Measure	Watts	Lumens	Description	Rated Life (in hours)	# of Bubs or Fixtures per Pack	Regular Retail Price	Manufacturer Provided Discount/pkg	Net Wholesale Price/pkg	Manufacturer Incentive Request of Sponsor(s)/pkg	Target Retail Pricing/pkg
14A19/3W27/2P/W/S	LED Bulb	14	1500	14W 2700K 1500L 3-WAY 2PK Wing Stack	25000	2	\$17.99	\$11.00	\$6.99	\$5.00	\$1.99
14A19/3W50/2P/W/S	LED Bulb	14	1500	14W 5000K 1500L 3-WAY 2PK Wing Stack	25000	2	\$17.99	\$11.00	\$6.99	\$5.00	\$1.99
APS-8/1350J	Advanced Power Strip	N/A	N/A	Tier 1 Advanced Power Strip, 8 Outlet, 1350J	N/A	1	\$24.99	\$8.00	\$16.99	\$15.00	\$1.99
DTDA19ND27	LED Bulb	9	800	9W A19 DUSK TO DAWN NON-DIM 2700K	25000	1	\$12.99	\$10.25	\$2.74	\$1.75	\$0.99
E10A19D27/4P/W/S1	LED Bulb	10	1100	10W 1100L 2700K A19 DIM 4PK Wing Stack	25000	4	\$19.99	\$11.00	\$8.99	\$7.00	\$1.99
E10A19D50/4P/W/S1	LED Bulb	10	1100	10W 1100L 5000K A19 DIM 4PK Wing Stack	25000	4	\$19.99	\$11.00	\$8.99	\$7.00	\$1.99
E15A19D27/4P/W/S1	LED Bulb	15	1600	15W 1600L 2700K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
E15A19D27/4P/W/S1S	LED Bulb	15	1600	15W 1600L 2700K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
E15A19D50/4P/W/S1	LED Bulb	15	1600	15W 1600L 5000K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
E15A19D50/4P/W/S1S	LED Bulb	15	1600	15W 1600L 5000K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
E5.5A19D27/4P/W/S	LED Bulb	6	450	5.5W 450L 2700K A19 DLED 4PK WING STACK	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
E5.5A19D50/4P/W/S	LED Bulb	6	450	5.5W 450L 2700K A19 DLED 4PK WING STACK	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
E9A19D27/4P/W/S1	LED Bulb	9	800	9W 800L 2700K A19 DLED 4PK Wing Stack	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
E9A19D50/4P/W/S1	LED Bulb	9	800	9W 800L 5000K A19 DLED 4PK Wing Stack	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
E9A19D27/4P/W/S1T	LED Bulb	9	800	9W 800L 2700K A19 DLED 4PK Wing Stack	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
E9A19D50/4P/W/S1T	LED Bulb	9	800	9W 800L 5000K A19 DLED 4PK Wing Stack	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
EFF10A19D27/4P/W/S	LED Bulb	10	1100.0	10W 1100L 2700K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$8.00	\$11.99	\$10.00	\$1.99
EFF10A19D50/4P/W/S	LED Bulb	10	1100.0	10W 1100L 5000K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$8.00	\$11.99	\$10.00	\$1.99
EFF13A21D27/4P/W/S	LED Bulb	13	1600.0	13W 1600L 2700K A19 DLED 4PK Wing Stack	25000	4	\$24.99	\$3.00	\$21.99	\$10.00	\$11.99
EFF13A21D50/4P/W/S	LED Bulb	13	1600.0	13W 1600L 5000K A19 DLED 4PK Wing Stack	25000	4	\$24.99	\$3.00	\$21.99	\$10.00	\$11.99
EFF4.5G25D27/3P/W/S	Specialty LED	4.5	500	4.5W 500L 2700K G25 DLED 3PK Wing Stack	15000	3	\$14.99	\$5.50	\$9.49	\$7.50	\$1.99
EFF3.5B1027C/3P/W/S	Specialty LED	3.5	325.0	3.5W 325L 2700K B10 DLED 3PK Wing Stack	15000	3	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
EFF3.5BA1027C/3P/W/S	Specialty LED	3.5	325.0	3.5W 325L 2700K BA10 DLED 3PK Wing Stack	15000	3	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
EFF5B1027C/3P/W/S	Specialty LED	5	525.0	5W 525L 2700K B10 DLED 3PK Wing Stack	15000	3	\$16.99	\$7.50	\$9.49	\$7.50	\$1.99
EFF5BA1027C/3P/W/S	Specialty LED	5	525.0	5W 525L 2700K BA10 DLED 3PK Wing Stack	15000	3	\$16.99	\$7.50	\$9.49	\$7.50	\$1.99
F4B10D27/3P/W/S	Specialty LED	4	300.0	4W 300L 2700K B10 DLED 3PK WING STACK	15000	3	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
ML2E242TRN127-V2	LED Fixture	24	1670	24W 1670L 2700K MUSHROOM FLUSH CEILING NICKEL	25000	1	\$39.99	\$21.00	\$18.99	\$9.00	\$9.99
ML2E242TRN127-V3	LED Fixture	24	1670	24W 1670L 2700K MUSHROOM FLUSH CEILING NICKEL	25000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2E242TRWH27-V2	LED Fixture	24	1670	24W 1670L 2700K MUSHROOM FLUSH CEILING WHITE	25000	1	\$39.99	\$16.00	\$23.99	\$9.00	\$14.99
ML2LAMPVWH209CS	LED Fixture	20	1400	20W 1400L ANY KELVIN 13" PUFF CEILING WHITE	54000	1	\$39.99	\$6.00	\$33.99	\$9.00	\$24.99
ML2LAMABN209CS	LED Fixture	20	1400	20W 1400L ANY KELVIN 13" ARCH CEILING WHITE	54000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2LAMPVWH18827	LED Fixture	17	1440	17W 1440L 2700K CLOUD CEILING FIXTURE	50000	1	\$39.99	\$6.00	\$33.99	\$9.00	\$24.99
ML2LASPRBZ14827	LED Fixture	14	996	14W FLUSHMOUNT LED FIXTURE	50000	1	\$39.99	\$6.00	\$33.99	\$9.00	\$24.99
ML4LE109SPUBK2	LED Fixture	9	550	9W Outdoor Residential Lantern	25000	1	\$29.99	\$11.00	\$18.99	\$9.00	\$9.99
ML4LE171RLBK27MSC-V3	LED Fixture	17	1600	17W Wall Mount Lantern	25000	1	\$39.99	\$6.00	\$33.99	\$9.00	\$24.99
ML4LS12MOLB	LED Fixture	10	541	10W Outdoor Residential Lantern	25000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML4LS14SOLBPC	LED Fixture	14	1165	14W Outdoor Residential Lantern Photo cell	25000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML7L4USB30BK	LED Fixture	4	220	7W LED Desk Lamp	50000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
ML7L4USB30BL	LED Fixture	4	220	DESK LAMP LED 3.5W 3000K BLUE FINISH	25000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
ML7L4USB30BU	LED Fixture	4	220	DESK LAMP LED 3.5W 3000K BURGUNDY FINISH	25000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99



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## **Attachment B: Negotiated Marketing Plan**

**Manufacturer:** Maxlite  
**Sponsor:** NGRID RI  
**Retailer:** Hardware and Appliance

**Start and End date(s) of marketing:** 1/1/2021 – 12/31/2021

### **1. Marketing Plan Overview (insert description)**

#### **POP and Signage**

<b>Type of POP</b>	<b>Description</b>
Special Packaging	
Displays	
Signage	
Others:	

### **2. Terms and Conditions for Marketing (revised as needed and applicable)**

- a) Retailer and Manufacturer shall execute the marketing plans set forth in this *Attachment B: Negotiated Marketing Plan* and send hard copy and/or email examples of all final, approved Point of Purchase (“POP”) marketing and advertising materials to the Field Implementer. Any alterations to such plans must be reviewed and approved by the Field Implementer prior to implementation. As a condition to payment, Manufacturer must send proposed advertising to the Field Implementer for approval at least ten (10) days prior to placement. Samples of product packaging, signage, POP materials, print advertisements, and other materials that accompany this Promotion shall be sent to the Field Implementer within thirty (30) days of such materials’ placement.
- b) Retailer and Manufacturer shall incorporate Sponsors’ branding elements (names and logos) that comply with Sponsors’ requirements and brand standards in POP marketing and advertising materials (as detailed in the NCP package *Brand Guidelines*, a copy of which can be requested through the Field Implementer, and which may be updated from time to time by the Sponsor).
- c) Neither Manufacturer nor Retailer shall use any POP marketing and advertising material not approved by Sponsor, and upon any Sponsor’s request, must promptly remove and cease use of any unapproved POP marketing and advertising materials.
- d) All POP marketing and advertising materials, including, without limitation, anything using the names or logos of the Sponsor, must be approved by the Sponsor in writing prior to going to production. Marketing materials are to be provided, via email, to the Field Implementer referred to in Section VIII of this MOU.
- e) Sponsor will not provide payments for POP marketing and advertising materials printed, published, displayed, or otherwise developed or used that do not comply with the foregoing and/or have not been preapproved by the Sponsor.
- f) Send proof of advertising (i.e., newspaper tear sheet, radio sound file, etc.) and documentation of direct actual cost for such advertising (without markup) (i.e., shipping receipts, costs for displays and endcaps and any advertising), and invoice for such direct, actual cost to Field Implementer for payment once advertisement runs. Payment contribution will be issued as outlined in this *Attachment B: Negotiated Marketing Plan*. The Field Implementer will review the submission for approval and then forward to the Incentive Processor for processing and payment.

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- g) Sponsor and manufacturers may have separate agreements for marketing events and will be addressed in separate marketing agreements.
- h) As a condition to payment, Manufacturer must send proposed advertising to the Field Implementer for approval at least ten (10) days prior to placement. Send proof of advertising (i.e., newspaper tear sheet, radio sound file, etc.) and documentation of direct actual cost for such advertising (without markup)), and an invoice for such direct, actual cost shall be sent to the Field Implementer for payment once the advertisement runs. Payment will be issued as outlined in Attachment B: Negotiated Marketing Plan. The Field Implementer will review the submission and forward to the Incentive Processor for processing and payment.

### 3. Advertising Activities and Schedule

Sponsor	Description of Marketing	Total Cost of Marketing	Sponsor Contribution
NGRID RI		\$0.00	\$0.00

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**Attachment C: Participating Stores List**

**Manufacturer:** Maxlite

**Sponsor:** NGRID RI

**Retailer:** Hardware and Appliance

Store #	Store Name	Address	City	State	Zip	Sponsor	Total Product Allocation
-	Adlers	173 Wickendon Street	Providence	RI	02903	NGRID RI	\$18,000

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## Attachment D: Invoicing and Sales Data

The following forms/samples must be submitted and approved by the Field Implementer prior to execution of this MOU:

1. A standard Manufacturer invoice meeting the requirements of Section IV(i) of this MOU ;
2. Manufacturer Summary Form in Microsoft Excel or other approved spreadsheet format, reflecting Retailer POS data for the reporting period in question and meeting the requirements of Section IV(i) of this MOU;
3. Proof of Sales:
  - a. A sample of data provided by Retailer from Retailer's POS/accounting system in its native format; or
  - b. Standard Retailer Inventory and Sales Form signed by Retailer stating the quantity of product sold during the prior month and/or the inventory remaining.
4. Proof of Shipping: Shipping documentation showing product volumes delivered for any product shipped to Retailer during prior month; if no shipment occurred during the invoice period, indicate date of last shipment;
5. Proof of Contribution: Invoices issued from the Manufacturer to the Retailer, and marked as paid by the Manufacturer confirming the minimum contribution requirement was satisfied: \$0.10 per individual screw in bulb, \$0.50 per individual fixture, and \$.50 for each individual Advanced Power Strip.
6. Samples of other data, if applicable, in support of the invoicing process.

**All information set forth above must be (i) provided by Retailer to Manufacturer for submission to Incentive Processor with each payment claim submitted, (ii) valid and accurate and (iii) exactly in the format of the sample submitted and preapproved by the Field Implementer. Any changes to this format must be approved by the Field Implementer in advance in order for claims to be processed.**

Customer #	Customer Name	Ship to Address	City	State	Zone #	Item Description	Zone #	Quantity	Unit #	Line #	U. PRICE	Quantity	U. PRICE	Ext. Price
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	25	87500	1	87500	25	87500	21871021
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	8	87500	5	87500	21871022
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	7	87500	9	87500	7	87500	21871023
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	10	87500	10	87500	10	87500	21871024
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	20	87500	11	87500	20	87500	21871025
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	12	87500	5	87500	21871026
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	13	87500	5	87500	21871027
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	14	87500	5	87500	21871028
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	15	87500	5	87500	21871029
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	16	87500	5	87500	21871030
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	17	87500	5	87500	21871031
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	18	87500	5	87500	21871032
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	19	87500	5	87500	21871033
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	20	87500	5	87500	21871034
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	21	87500	5	87500	21871035
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	22	87500	5	87500	21871036
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	23	87500	5	87500	21871037
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	24	87500	5	87500	21871038
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	25	87500	5	87500	21871039
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	26	87500	5	87500	21871040
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	27	87500	5	87500	21871041
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	28	87500	5	87500	21871042
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	29	87500	5	87500	21871043
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	30	87500	5	87500	21871044
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	31	87500	5	87500	21871045
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	32	87500	5	87500	21871046
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	33	87500	5	87500	21871047
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	34	87500	5	87500	21871048
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	35	87500	5	87500	21871049
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	36	87500	5	87500	21871050
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	37	87500	5	87500	21871051
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	38	87500	5	87500	21871052
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	39	87500	5	87500	21871053
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	40	87500	5	87500	21871054
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	41	87500	5	87500	21871055
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	42	87500	5	87500	21871056
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	43	87500	5	87500	21871057
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	44	87500	5	87500	21871058
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	45	87500	5	87500	21871059
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	46	87500	5	87500	21871060
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	47	87500	5	87500	21871061
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	48	87500	5	87500	21871062
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	49	87500	5	87500	21871063
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	50	87500	5	87500	21871064
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	51	87500	5	87500	21871065
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	52	87500	5	87500	21871066
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	53	87500	5	87500	21871067
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	54	87500	5	87500	21871068
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	55	87500	5	87500	21871069
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	56	87500	5	87500	21871070
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	57	87500	5	87500	21871071
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	58	87500	5	87500	21871072
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	59	87500	5	87500	21871073
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	60	87500	5	87500	21871074
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	61	87500	5	87500	21871075
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	62	87500	5	87500	21871076
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	63	87500	5	87500	21871077
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	64	87500	5	87500	21871078
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	65	87500	5	87500	21871079
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	66	87500	5	87500	21871080
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1700K FLUO	2182	5	87500	67	87500	5	87500	21871081
218710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	01804	100 WATT LED PAR 38 1/2 120V 1								

Markdown MOU Type #1	Maxlite Hardware and Appliance RI MOU 2021 338
Page 15 of 16	MOU Effective Date: 1/1/2021

## Attachment E: Invoice Submittal Form

# National Grid RI ENERGY STAR<sup>®</sup> Residential Lighting Program

### Invoice Submittal Form MOU# 2021-338

**RETAILER AND MANUFACTURER SIGNATURES ARE REQUIRED TO PROCESS THIS SUBMITTAL. SUBMITTALS WITHOUT BOTH SIGNATURES WILL BE REJECTED.**

**Manufacturer: Maxlite**

**Retailer:** \_\_\_\_\_

**Store #:** \_\_\_\_\_ **Retailer Location:** \_\_\_\_\_

**For the Period (start/end date):** \_\_\_\_\_

**Please forward this form and supporting documentation to:** Energy Federation, Inc.  
1 Willow St, Suite 2  
Southborough, MA 01745  
800-876-0660 x 4515  
Submit online at: [efincp@efi.org](mailto:efincp@efi.org)

I certify that the sales data and other information included in this submittal as required under the MOU and more particularly Attachment D, is valid and accurately reflects the amount of the products purchased and contribution amounts paid for by the Retailer, the price charged for such products by Retailer, and sold by Retailer through this promotion during the time period indicated, and that I have complied with all other requirements of Attachment D, the MOU, and the program. To the best of my knowledge, sales transactions for invoiced Products did not exceed the quantity limits set forth in Section IV of this MOU (20 single-bulb packages, 4 multi-bulb packages, 6 fixtures and 6 Advanced Power Strips per residential customer transaction).

**Signature of Authorized Manufacturer Representative:**

Date: \_\_\_\_\_

**Manufacturer must attach:**

- 1) Standard Manufacturer invoice;
- 2) Manufacturer Summary Form;
- 3) Retailer Inventory and Sales Form, completed signed by Retailer;
- 4) Retailer's actual Point of Sale data, if available;
- 5) Attach shipping information such as an aggregated shipping report, picking/packing slips, and/or bills of lading;
- 6) Paid invoices from the Manufacturer to the Retailer confirming a minimum contribution per Product (unit); and





# EFI Payment Processing Checklist

## Upstream Lighting Program - Energy Efficiency

InDemand Invoice Number

XXXXXX

Program Manager (PM) to complete this checklist every time an EFI invoice is paid for the Upstream Lighting Program and upload to documents tab in InDemand invoice.

Area	Procedure	Completed?			If "No" or "NA" have been checked off, document the exceptions and approvals to those exceptions here	PM initials	Date:
		Yes	No	NA			
Preliminary steps	Before EFI submits its invoices:						
	<ul style="list-style-type: none"> <li>PM should review the "markdown close" report that EFI provides to PAs and TRC detailing all the sales (quantity and dollars) before the invoice is uploaded in InDemand. Validate that quantities sold are not excessive depending on type of store. Provide EFI with the OK so that they proceed uploading the invoice in InDemand.</li> <li>PM should review the MOU allocation using the "allocated versus pending" report that EFI provides. If allocation is exceeded, please contact your manager.</li> </ul>						
	Before processing EFI invoices, PM should check that TRC has also completed their validation of the "markdown close" report as per the step above. Attach email from TRC to this checklist to evidence their review. Do not process an EFI invoice if TRC has not completed their review.						
EFI Invoice	PM should review that the invoice summary uploaded in InDemand reconciles with EFI supporting backup documentation: <ul style="list-style-type: none"> <li>Program</li> <li>The Utility name being billed</li> <li>Total incentives, and processing and extract fees paid</li> </ul>						
Validation of invoice support	PM should obtain a Business Object report to get manufacturer/retailer information, total quantity sold and quantity per retailer included in the EFI invoice. Also, PM should check: <ul style="list-style-type: none"> <li>Total dollars reconcile with the incentives paid included in the EFI invoice being processed</li> <li>Quantities per retailer are not excessive depending on the store type. For any retailer that shows excessive quantities, request backup documentation from EFI. Contact your manager for any exception.</li> </ul>						
	PM should take a random sample of each EFI invoice from one retailer or manufacturer included in the EFI invoice being processed. PM will then request all supporting documentation for the sample selected and perform the following validations using the Business Object report extracted: <ul style="list-style-type: none"> <li>The retailer/manufacturer invoice should be submitted monthly and by exception only not exceeding 90 days. Request Director's approval for any invoice over 30 days</li> <li>Check that price per unit is consistent with the MOU</li> <li>Check that products sold are consistent with the MOU</li> <li>Validate that total amounts for quantity and dollars are properly calculated</li> <li>Ensure all supporting documentation has been submitted and reconciles as per the respective MOU (see Appendix below for details)</li> <li>Check that Appendix E has been signed by the retailer and/or manufacturer depending on the MOU type. PM should also make sure that Appendix E reconciles with the retailer or manufacturer invoice selected as a sample</li> </ul>						
	<b>Type 1 MOU Caps</b> PM should ensure that no retailer has or will exceed caps defined after paying the EFI invoice. Use reports submitted by TRC every two weeks to perform this validation. If caps are or will be exceeded, contact your manager. PM should not process the invoice until getting manager's approval.						
Approval of invoices before payment	PM should get the required financial approvals by email based on DOA below prior to approving invoices for payment in InDemand. Attach approval email to this checklist.						
	<ul style="list-style-type: none"> <li>Manager less than \$50,000</li> </ul>						
	<ul style="list-style-type: none"> <li>Director from \$50,000 to \$500,000</li> </ul>						
	<ul style="list-style-type: none"> <li>VP from \$500,000 to \$5 million</li> <li>Senior VP above \$5 million</li> </ul>						
	<b>If an invoice falls outside of the 30 day payment period a memo to file (attached to invoice) must be written by DOA level stating the reason outside of the business control.</b>						

### Appendix – Supporting sales documentation required by MOU type

MOU types 2, 3, 4, 5, 6, 7 and 10	Manufacturer invoice reflecting retailer point of sales (POS) data and original or untouched data from retailer's POS or accounting system
MOU type 1	Manufacturer invoice, retailer sales information, inventory counts, proof of shipping and proof of contribution
MOU type 8 (foodbank)	Manufacturer invoice, shipping information and distribution information
MOU type 9 (advance power strips)	Manufacturer invoice, shipping documentation and untouched data provided by manufacturer from retailer POS or accounting system

#### Quality Review

Reviewed by:

Date:

Observations:

# RCS & RCD/HES Payment Processing Checklist

InDemand Invoice Number

Program Manager (PM) to complete this checklist every time an RCS & RCD/HES invoice is paid and upload to documents tab in InDemand invoice. Refer to the full invoice Standard Operating Procedures on the Resi Implementation Sharepoint site for more details.

Area	Procedure	Completed?			Notes	PM initials	Date:
		Yes	No	NA			
Total Invoices	<ul style="list-style-type: none"> <li>In InDemand, search for all invoices in "In Progress" status for the program and vendor</li> <li>Copy the list and paste it into Excel</li> <li>Sort by vendor invoices</li> <li>Create a column that totals all the invoices that have been broken into parts</li> <li>Compare total to documentation submitted</li> </ul>						
Verify project prices – workpackage invoices	<ul style="list-style-type: none"> <li>Run workpackage detail report in Business Objects and download. Run for ALL InDemand invoices if the vendor invoices have been broken into parts.</li> <li>Run workpackage QA process to: <ul style="list-style-type: none"> <li>Verify correct measure prices have been charged</li> <li>Verify correct vendor project fees have been charged</li> <li>Verify measures (item types e.g. shower head) RCS RCD have been charged to the correct program (RCD vs. RCS)</li> <li>Randomly check (1) 100% incentive customer per invoice in WFA (Workflow Automation) to confirm incentive eligibility.</li> </ul> </li> <li>Save workpackage to common drive with Workpackage IDs and date in the file name.</li> </ul>						
Verify miscellaneous charges	<ul style="list-style-type: none"> <li>Open invoice and admin check fees against agreed-to prices</li> <li>Ensure these fees match what is charged to SAP code 8403 (Operation code for Admin charges) on the InDemand invoice. Or make sure they are properly charged to customer incentive.</li> <li>Verify Cost of Money fees (vendors bill 1x per mo, but NG requires LV to pay their contractors every 15 days), permit fees, travel expenses, bonuses, and other miscellaneous fees are correct</li> </ul>						
Finalize invoices	<ul style="list-style-type: none"> <li>Make sure total invoice amount equals InDemand amount(s)</li> <li>Make sure the PO is correct</li> <li>Enter the vendor invoice number in the check message box</li> </ul>						
Verify accounting & pay invoice	<ul style="list-style-type: none"> <li>Make sure the GL accounting strings are correct... company code, operation code, string for the correct program.</li> <li>Reallocate charges as needed across operating companies and programs – between RCD vs RCS programs.</li> <li>Create payment request</li> </ul>						
Post-payment request	<ul style="list-style-type: none"> <li>Enter payment and PO in the PO tracking spreadsheet</li> <li>Note any issues with POs and address as needed... budget issues, more funds for PO's.</li> </ul>						

# EFI Payment Processing Checklist

InDemand Invoice/Work Package Number

/

Residential Gas Heating & Water Heating Program – Clean Energy

**Program Manager (PM) should complete this checklist every time an EFI invoice is paid for the Retail Gas Program.**

Area	Procedure	Completed?			If "No" or "NA" have been checked off, document the exceptions and approvals to those exceptions here	PM initials	Date mm/dd/yy
		Yes	No	NA			
EFI Invoice	PM should review that the invoice summary uploaded in InDemand reconciles with EFI supporting backup documentation: <ul style="list-style-type: none"> <li>• Program</li> <li>• Company being billed</li> <li>• Total incentives, inspections, processing, and extract fees</li> </ul>						
Validation of invoice support	PM must run a work-package report to identify incentives to be paid by customer, service address, and solution. PM should validate that total dollars reconcile with the quantity, incentives, measures, and total rebate paid included in the EFI invoice being processed				Document here the customer submission reviewed (rebate number and account #)  <b>Rebates:</b>		
	PM should take a random sample of 3 of customer submissions included in the EFI invoice being processed. PM will then request or obtain through EFI's reporting tool all supporting documentation for the sample selected and perform the following validations: <ul style="list-style-type: none"> <li>• Validate that incentives and quantity paid by customer are within ordinary parameters (i.e., customers are not receiving multiple incentives under the same address for the same measure exceeding program limits)</li> <li>• EFI incentive invoices should be submitted monthly. Attach 30-Day Letter explaining any payment delays prior to invoice approval.</li> <li>• Proof of installation should include, equipment or measure installed, model number, contractor information and installation cost.</li> <li>• Check that any other required supporting documentation has been supplied and meets requirements</li> <li>• Validate that total amounts for quantity and dollars are properly calculated.</li> </ul>						
	<b>Validation of prior Incentives:</b> PM should ensure that EFI cross referenced the prior five years incentives paid by customer and address to ensure that no incentives have been previously paid against customer premise #. If incentives have been paid, request supporting documentation or feedback explaining prior incentives are reasonable for paying new incentives.						
Approval of invoices payment	DOA procedures will automatically be executed following financial thresholds:						
	• Band D (Manager) - up to \$250K						
	• Band C (Director) up to \$2.5M						
	• Band B (VP) up \$10M						
	• Band A (CCO) over \$10M						

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)  
In Re: Investigation of Misconduct by The Narragansett Electric Company  
Relating to Past Payments of Energy Efficiency Program Shareholder Incentives  
Responses to the Division's First Set of Post-Decisional Data Requests  
Issued on June 17, 2022

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Division 1-20

Request

At page 12 of the report, the Company indicates that it now requires signatures on all Memorandums of Understanding (MOUs). Were signatures not required previously? If not, why not?

Response:

Prior to 2021, program managers were required to capture the retailer or manufacturer's signature, but the absence of a signature did not prevent the advance of an MOU. During 2020, The Narragansett Electric Company developed its new program checklist criteria, and the 2021 MOU is clear that all signatures must be captured on the MOU for it to advance.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)  
In Re: Investigation of Misconduct by The Narragansett Electric Company  
Relating to Past Payments of Energy Efficiency Program Shareholder Incentives  
Responses to the Division's First Set of Post-Decisional Data Requests  
Issued on June 17, 2022

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Division 1-21

Request:

Please indicate whether the Company maintains a written “Code of Conduct” or similar written document outlining the Company’s expectations for its employees regarding honesty and trustworthiness in their conduct within the scope of employment. Please provide copies of any such documents and indicate whether employees are required to sign such documents as a condition of employment. If no such documents exist, please explain the Company’s rationale for not employing the same.

Response:

Yes, the PPL Corporation (“PPL”), which currently controls The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”), maintains a “Standards of Integrity” training. All Rhode Island Energy employees are required annually to complete the Standards of Integrity electronic training online. Any employee who fails to complete Standards of Integrity training within 45 days of being hired or 45 days after their last training anniversary is “locked out” of their access to Company facilities and Information Technology systems (other than the training application) until the Standards of Integrity training has been completed.

In addition to the training, PPL maintains a “Standards of Integrity” document which is attached hereto as Attachment DIV 1-21-1.



PPL CORPORATION

# Standards of Integrity

OUR VISION AND VALUES IN ACTION



PPL CORPORATION STANDARDS OF INTEGRITY  
*Our Vision and Values in Action*



Vince Sorgi



Steve Phillips

## A Message from Vince Sorgi and Steve Phillips

Dear Colleague:

We are proud to be part of the highly skilled, intelligent and dedicated team that has made the PPL family of companies a top performer in the utility industry. To remain a top performer, we must continually overcome new challenges through innovation and determination to succeed. We know that meeting those challenges is critical, and meeting them in the right way is equally important.

Our Vision, Mission and Values along with our *Standards of Integrity* define how we conduct PPL's business. They set the foundation for our reputation as a company, our integrity as individuals, and the success of our operations. They apply in all situations, at all times, to all of us, guiding the decisions we make and the actions we take on behalf of PPL Corporation or any of its subsidiary companies.

Please join us in renewing and continuing our commitment to doing every job the right way.

Handwritten signature of Vince Sorgi in blue ink.

Vince Sorgi  
President and Chief Executive Officer

Handwritten signature of Steve Phillips in blue ink.

Steve Phillips  
Vice President and  
Chief Compliance Officer

## Our Vision, Mission and Values

Our Vision is empowering economic vitality and quality of life.

Our Mission is to provide safe, affordable, reliable, sustainable energy to our customers and superior, long-term returns to our shareowners.

Our Values are:

- Safety and Health: We do not compromise on safety and health.
- Customer Focus: We deliver customer service that is second to none.
- Diversity, Equity and Inclusion: We value each other and appreciate our differences.
- Performance Excellence and Innovation: We get the job done right, and we are always improving.
- Integrity and Openness: We do the right thing.
- Corporate Citizenship: We are environmentally conscious and invested in the communities we serve.

## Standards of Integrity

The commitments stated in these *Standards of Integrity* (“Standards”) reflect our values and principles. These *Standards* apply to all directors, managers, officers, employees and agents, as appropriate, of PPL Corporation and its subsidiaries. All employees and others subject to these *Standards* are expected to read, understand and comply with them, as well as any other applicable policy of PPL Corporation (“Company” or “PPL”) or of any subsidiary company of PPL. In many cases, more detailed policies of PPL Corporation are referenced (and linked in the online version) to provide additional guidance on expectations. References to PPL Corporation policies should be read as referring to applicable subsidiary company policies as well.

### COMMITMENT TO COMPLIANCE

We’re committed to complying fully with the letter and spirit of all applicable laws, rules and regulations. We abide by all applicable policies, procedures and guidelines, including those contained within these *Standards*. We understand that any violation of these *Standards* can result in disciplinary action including termination of employment.

### WE SPEAK UP

We understand that our willingness to speak up and to speak truthfully is integral to our compliance and ethics commitment and that we are required to do so under these *Standards* and other applicable policies. We ask questions when we are unsure about a situation in the workplace. We promptly report workplace concerns. We never file reports or provide information that we know to be false or misleading, and we are forthright and cooperative in investigations that PPL or its subsidiary companies conduct.

### GUIDELINES FOR DECISION-MAKING AND WHERE TO GO FOR ASSISTANCE

Occasionally, situations may arise that are not specifically covered by the *Standards* or other relevant policies. When faced with a decision regarding one of those situations, it may be helpful to ask yourself the following questions about your action or inaction, and to seek input from others qualified to help, as appropriate:

- Does it comply with the law?
- Does it comply with our rules, policies and procedures?
- Is it consistent with our Vision and Values?
- Who will be affected?
- Have I evaluated alternatives, and do I understand the consequences of each?

- How would my supervisor, co-workers, family or close friends view it?
- How would I feel if information about this were made public?
- Am I comfortable with it?

If you’re still unsure whether you are making the right decision, discuss your concerns with your supervisor, the manager to whom your supervisor reports, or any of the contacts listed at the end of these *Standards*.

### REPORTING AND HANDLING OF VIOLATIONS

When reporting concerns, employees should provide the information that is available to them, and should not engage in their own investigation. Unauthorized photographs, and secret recordings in particular, may even violate some states’ eavesdropping and privacy laws. Instead, please allow those who are authorized to conduct all information gathering.

If reporting anonymously through the EthicsHelpline, be sure to provide enough information to allow the matter to be properly investigated. Our EthicsHelpline can protect your anonymity while interacting with you. Be sure to check back with the EthicsHelpline system to answer any questions posted requesting more information and to see the status of the matter.

### NON-RETALIATION

PPL is committed to fostering an environment where employees feel comfortable speaking up. We do not tolerate any form of discrimination, harassment or retaliation against individuals raising a concern in good faith or toward employees who participate in the investigation of a concern. If you believe you have been retaliated against, promptly contact your Human Resources department or the department in your company responsible for ethics and compliance.



PPL CORPORATION STANDARDS OF INTEGRITY  
*Our Vision and Values in Action*



### HUMAN RIGHTS COMMITMENT

PPL is committed to operating in ways that help promote, protect and support human rights in our workforce and the communities in which we do business and complies with federal, state and local laws and regulations applicable to human rights.

PPL's Standards of Integrity and Supplier Code of Conduct provide a framework for operations that reflect PPL's values and principles, not only for our own operating companies but for vendors and suppliers as well, including:

- Treating employees with respect and dignity, with the goal of providing a work environment that is free from harassment and unlawful discrimination. PPL's companies seek to provide work hours, wages and benefits in compliance with applicable laws.
- Striving to uphold human and workplace rights in all operations, and treating workers fairly and without discrimination based on protected characteristics. PPL is an equal opportunity employer dedicated to diversity and the strength it brings to the workplace.
- Recognizing and respecting employees' freedom of association and collective bargaining. Where employees are represented by a properly certified labor union, PPL complies with collective bargaining obligations and agreements.
- Opposing child labor and forced labor and complying with applicable laws prohibiting such exploitation.

- Respecting the rights of people in communities in which we operate and striving to conduct business in ways that protect the environment and mitigate adverse impacts from our operations.
- Requiring suppliers to comply with all legal requirements and expecting adherence to high ethical standards in the areas of freely chosen employment; working hours; respect in the workplace; wages and benefits; and health and safety.

### WORKPLACE HEALTH, SAFETY AND WELFARE

PPL is committed to the health, safety and welfare of its employees and of those with whom we do business.

We promptly complete required training and immediately report unsafe situations. We follow applicable policies and guidelines on maintaining a workplace that is free from violence, weapons, dangerous conditions, smoking, drugs and alcohol.

### ENVIRONMENTAL COMMITMENT

We all have an obligation to carry out our business activities in ways that preserve and promote a clean, safe and healthy environment. We abide by the environmental laws and regulations of the locations in which we operate, as well as the environmental policies of PPL.

### CONFLICTS OF INTEREST AND USE OF COMPANY ASSETS AND RESOURCES

We avoid conflicts between our personal interests and our work responsibilities. Our goal is to avoid even the appearance of conflict. We promptly disclose potential conflicts of interest to our supervisor or to any of the contacts listed at the end of these *Standards*.

We understand that we owe PPL (including its subsidiary companies) a duty to advance its legitimate interest when the opportunity to do so arises. We protect all company assets and resources and use all company information properly. We do not use any company assets, resources, information, or our position at work for improper personal gain, and we do not compete with any PPL company. If we learn of a business or investment opportunity through the use of any company assets, resources, information, or our position at work, we understand that this is an investment opportunity for our company. We do not participate in such an opportunity personally unless preapproved in writing by our company through approval at the senior manager level or above.

PPL CORPORATION **STANDARDS OF INTEGRITY**  
*Our Vision and Values in Action*

We comply with all applicable guidelines and policies that address conflicts of interest, including the following policies of PPL Corporation: Conflicts of Interest and External Board or Officer Service.

We also comply with applicable laws and policies on information protection and information security, including PPL's Enterprise Information Security Policy and we comply with our Insider Trading Policy and Guidelines.

### **Gifts and Entertainment**

We make sure that offering or accepting gifts and entertainment to or from those with whom we do business does not result in a feeling or expectation of personal obligation or affect our business judgment, or even appear to do so. When offering or accepting gifts or entertainment, we never accept, offer or authorize gifts in the form of cash or equivalents (including gift cards, gift certificates, securities, loans, etc.) We use good judgment and act with moderation.

We comply with the Gifts and Entertainment provisions of the Conflicts of Interest Policy.

### **Community Activities and External Organizations**

Volunteering our time in the communities we serve is an excellent way for us to make a difference and experience significant personal growth in areas such as leadership and communication skills, diversity awareness and team building. We may also serve as an officer or board member of external organizations. However, participation in external organizations can be time-consuming. We are careful to avoid conflicts of interest, and we follow these PPL Corporation policies: Political Activities and External Board or Officer Service.

## **IMPROPER INFLUENCE**

We do not offer, give, solicit or receive any bribes or kickbacks. It is our goal to avoid even the appearance of improperly influencing others.

We offer no gifts or entertainment to government employees within or outside the United States without approval from a company attorney. We comply with the following PPL Corporation policies: Political Activities and Anti-Bribery/Anti-Corruption.

## **PROCURING GOODS AND SERVICES**

We make procurement decisions in the best interests of our company. We comply with all applicable procurement and related policies, seek to avoid or properly mitigate conflicts of interest at all times in our procurement decisions, apply objective standards for evaluating supplier proposals, and select suppliers based on merit. We are also committed to compliance with any applicable laws related to supplier diversity, and we do not unlawfully discriminate in the identification and selection of qualified suppliers.

## **COMPETITIVE PRACTICES**

### **Antitrust Laws**

We compete fairly on the basis of price, service and value and comply with applicable laws and regulations that are intended to allow customers to freely make choices in the marketplace without obstruction from improper conduct or agreements that would affect price, restrict volumes or reduce the number of suppliers of goods and services. We comply with U.S. antitrust laws and anti-market manipulation rules of the Federal Energy Regulatory Commission and the Commodity Futures Trading Commission. We comply with PPL Corporation's Antitrust Policy.

### **Affiliate Relationships**

We are subject to requirements that are meant to make sure that relationships and transactions among PPL subsidiaries do not disadvantage customers of PPL's public utility operations. We strictly follow these requirements, including appropriate accounting and cost allocation practices, and we comply with PPL Corporation's Affiliate Relationships Policy.

PPL CORPORATION STANDARDS OF INTEGRITY  
*Our Vision and Values in Action*

## CONFIDENTIAL INFORMATION

We respect and protect confidential business information of our company, customers and vendors; and we are committed to protecting personal information of employees and those with whom we do business. We comply with laws and applicable policies dealing with protection and disclosure of confidential information. We do not access confidential business information, including personal information of our customers or co-workers, without a legitimate business reason. We comply with PPL's Enterprise Information Security Policy.

## FAIR DEALING

We deal fairly and honestly with governmental and regulatory bodies, customers, suppliers, competitors, peer companies, employees and anyone else with whom we have contact in our jobs. We never take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts or any other unfair-dealing practice. We comply with laws when gathering competitive information and use such information only for legitimate business purposes. We comply with PPL Corporation's Fair Dealing Policy.

## EMBARGOES AND TRADE SANCTIONS

We are committed to complying fully with the laws and regulations of the United States dealing with economic sanctions, including laws prohibiting transactions with certain countries, agencies and individuals.

## GOVERNMENT RELATIONS

### *Communications in Contested Matters*

In contested matters, we abide by applicable restrictions on communications with a government representative or regulator (such as a judge, commissioner, arbitrator, fact-finder, staff, etc.) without the other parties being present or knowing about it. We follow our Political Activities Policy.



### *Political Activities*

We value and encourage citizenship. We are careful to comply with all laws on lobbying and political contributions. We do not use funds or assets of our company to make political contributions to candidates for public office or to political parties. We track and report lobbying time. We follow these PPL Corporation policies: Conflicts of Interest and Political Activities.

## INTELLECTUAL PROPERTY

We respect others' intellectual property rights, including patents, trademarks, copyrights and trade secrets. We will secure the right to use any third party intellectual property rights in compliance with applicable law.

## ACCURATE RECORDS

We maintain complete and accurate records of all business transactions. We make full, fair and accurate disclosure in compliance with all applicable laws and regulations in all documents that we submit to the government or regulator, or that we communicate to the public. We retain records in accordance with applicable policy and law, including data protection laws.

PPL CORPORATION STANDARDS OF INTEGRITY  
*Our Vision and Values in Action*

## RESPONDING TO EXTERNAL INQUIRIES

### Media Inquiries

Each of our companies has designated certain people who are authorized to speak on its behalf to the news media. We follow applicable policies on media inquiries and refer all media inquiries to our company's communications department.

### Financial Inquiries

We direct all requests for information from the financial community and investors as follows:

- Requests from securities analysts, brokers or institutional investors are directed to PPL's Investor Relations department.
- Requests for information from the U.S. Securities and Exchange Commission or other regulators are directed to PPL's Office of General Counsel.
- Requests for information from individual shareowners are directed to Equiniti Trust Company, EQ Shareowner Services at 1-800-345-3085 or online at: [shareowneronline.com](http://shareowneronline.com).

## SOCIAL MEDIA

We understand that our use of social media can pose risks to the confidential and proprietary information, reputation and brand of PPL Corporation or its subsidiary companies. We comply with PPL's Social Media Policy.



## USE OF PPL'S INDEPENDENT AUDITOR

We are committed to making sure that PPL's independent auditor is independent in both fact and appearance. We obtain pre-approval from PPL's Audit Committee prior to using PPL's independent auditor, and we comply with PPL's policy on Use of the Company's Independent Auditor.

## WAIVERS AND AMENDMENTS OF THE STANDARDS

It is not our practice to grant waivers of the *Standards*. For executive officers and directors of PPL, any waiver of the *Standards* may be made only by the board or by a board committee. We may periodically amend the *Standards* to enhance them or to ensure compliance with applicable law. We will promptly disclose significant amendments and waivers of the *Standards* as required by law.

# Contact Information for Inquiries, Concerns and Allegations

## ALL PPL CORPORATION SUBSIDIARIES

**EthicsHelpline**

**1-800-550-9418**

<https://pplethicshelpline.ethicspoint.com>

<https://pplethicshelplinemobile.ethicspoint.com>



**Chief Compliance Officer**

610-774-6525

**Corporate Human Resources**

610-774-6387

*All helpline reports can be made anonymously.*



Division 1-22

Request:

Exhibit B attached to the Report is a 16 page Markdown MOU (2021-338) between National Grid's RI Energy Star Lighting Initiative and Maxlite with effective dates of 1/1/21 through 12/31/21.

- a) If this is a new form of MOU from prior years, please provide the prior MOU and highlight on the new MOU where the changes have occurred.
- b) Please explain why, pursuant to Section X (c) on page 7, this MOU "shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of laws principles."
- c) Please advise whether all other MOUs in the RI Energy Efficiency program were also executed with the laws of the "Commonwealth of Massachusetts" as being the governing law.
- d) Please explain why the MOU provided was signed only by the retailer and manufacturer.
- e) Please explain why the MOU was executed by the retailer on April 2021 and the manufacturer in March 2021, when the effective date was January 1, 2021.

Response:

- a) Attachment DIV 1-22-1 is the prior form of Memorandum of Understanding ("MOU"). Attachment DIV 1-22-2 is the new form of MOU with highlights showing where the changes occurred.
- b) Historically, Rhode Island energy efficiency programs were, in most areas, aligned with MASS Save energy efficiency programs. As such, the provision referencing the laws of the Commonwealth of Massachusetts was respective of the program product lists and general operating procedures and both the Rhode Island and Massachusetts programs used a consistent format for their MOUs. As shown in Attachment DIV 1-22-2, page 8, funding areas referenced within the MOU are under The Narragansett Electric Company ("Narragansett" or "Rhode Island Energy") and the MOU is signed accordingly as Narragansett. For any MOUs executed going forward, Rhode Island Energy will use the State of Rhode Island as its choice of law venue.
- c) Yes. As mentioned in subsection (b), above, the Rhode Island and Massachusetts programs used a consistent format for their MOUs. Rhode Island Energy will work with the parties to amend all active MOUs to update the applicable provision to the laws of State of Rhode Island.

Division 1-22, page 2

- d) All MOUs are signed by the retailer, manufacturer and program manager. In this case, Narragansett's program manager executed the agreement on March 30, 2021 (Attachment DIV 1-22-2, page 8). The signature page of Attachment DIV 1-22-2 differs from the signature page of Exhibit B attached to the Report. Exhibit B of the Report was included for illustrative purposes and did not contain the fully executed signature page. Attachment DIV 1-22-2 contains the fully executed signature page.
  
- e) Based on early recommendations stemming from the Residential Upstream Lighting program review, a new "unit cap by store type" rule was established for the Residential Upstream Lighting in early 2021, which set maximum market shares, based on store type. Although final signatures on MOUs were obtained in March and April 2021, the "unit cap by store type" rule was imposed on all Residential Upstream Lighting program participants, effective January 1, 2021, pursuant to the updated MOUs.

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# National Grid RI ENERGY STAR® Lighting Initiative

## Negotiated Cooperative Promotion



### Memorandum of Understanding for MARKDOWN Promotion

**MAXLITE / INDEPENDENT HARDWARE** **MOU # 2019-355**

State: RI

**Promotion Period:**

<b>Markdown Start Date(s):</b>	<b>Markdown End Date(s):</b>
1/1/2019	12/31/2020

The collective group of independent retailers, “Independent Hardware” (herein referred to as “Retailer”) and Manufacturer (herein referred to as “Manufacturer”) and National Grid (hereafter referred to as the “Sponsor”) of the National Grid RI ENERGY STAR® Lighting Initiative agree to jointly participate in a **Markdown** program to promote the sale of the Manufacturer’s ENERGY STAR certified lighting products (“Products”) through the Retailer’s retail location(s) (“Promotion”). The specific details of the Products and Promotion as agreed to by the Sponsor, Manufacturer, and Retailer are provided in Attachments A through E. The Manufacturer and Retailer agree to abide by the terms described in this Memorandum of Understanding (“MOU”) including all attachments and any subsequent amendments that may be issued, commencing on June 1, 2020 (“Effective Date”). All Sponsor funding allocation amounts included in this MOU represent total allocations for January 1, 2019 through December 31, 2020 (the “Promotion Period”).

**Attachment A: Negotiated Promotion Detail Worksheet.** Sets forth Product information including Model #, Measure, Watts, Lumens, Description, Rated Life (in hours), # of Bulbs or Fixtures per Pack, Regular Retail Price \$, Manufacturer Provided Discount/pkg, Manufacturer Incentive request of Sponsor(s)/pkg, and Target Retail Price/pkg.

**Attachment B: Negotiated Marketing Plan.** Sets forth the marketing scope and schedule, and the total cost of marketing, the Sponsor’s contribution towards marketing costs, required documentation for validation, and any other details related to the Marketing Plan.

**Attachment C: Participating Stores List.** Sets forth Retailer location(s) participating in the Sponsor’s service territory.

**Attachment D: Invoicing, Shipping and Sales Data.** Sets forth the requirements for submittal of supporting documentation to accompany the Invoice Submittal Form and provides a sample of an acceptable invoice and supporting documentation format. All claims submitted must include required documentation in approved formats in order for payment to be issued against this MOU.

**Attachment E: Invoice Submittal Form.** A completed form that is executed by both Manufacturer and Retailer must accompany each invoice package submittal for incentive payments under this MOU., together with the required documentation, including a Retailer Inventory and Sales Form signed by Retailer.



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**Retailer and/or Manufacturer Requirements:**

**Retailer and/or Manufacturer must comply with all requirements set forth below in order to receive payment of incentives from the participating Sponsor.**

“Incentive Processor” and “Field Implementer” shall be as set forth in Section VII below.

**I. ENERGY STAR Compliance**

- a) All Products must comply with the ENERGY STAR specifications in effect and be listed on the ENERGY STAR website on the date of sale. If Products are delisted during the Promotion, (i) such Products shall be removed from the Promotion in compliance with the delisting protocol from ENERGY STAR, and (ii) the Field Implementer, upon receipt of Sponsor’s approval, shall issue an amendment to this MOU removing the Product(s). Promptly following such amendment, the Field Implementer will provide an updated copy of this MOU to each party hereto.
- b) All Products must be labeled with the ENERGY STAR mark.

**II. Marketing and Point of Purchase.**

All marketing plan details and obligations are set forth on Attachment B.

**III. Product Change Requests**

- a) On a limited basis, Manufacturer may request different or additional Products to be authorized for incentives. Such requests must be submitted to the Field Implementer and approved in advance, in writing, by the Sponsor. Manufacturer’s request for authorization of additional Products eligible for incentives may be rejected by the Sponsor, at their sole discretion.
- b) No claims for incentives submitted to the Incentive Processor will be approved for Products not listed on the MOU or any subsequent amendments adding new Products.
- c) Manufacturer will provide a written notice and description of any requested variation of Products authorized under Product Guidelines terms for which approval from Sponsor is being requested. All notices and inquiries should be sent via email to the Field Implementer with a minimum of ten (10) business days advance notice. If changes to this MOU are agreed to in writing by the Sponsor(s), the Manufacturer and the Retailer, the Field Implementer will notify the Incentive Processor.
- d) Requests for approval of additional Products to be authorized for incentive are limited to two per month and must comply with Product Guideline requirements.

**IV. Program Requirements and Incentive Documentation**

- a) Products approved and outlined in Attachment A are intended for retail sale only and are not intended for non-retail distribution. Bulk purchases that exceed the following per-customer limits are not allowed and will not be honored: Retailer agrees to limit consumer purchases of authorized Products to 20 single-bulb packages, 4 multi-bulb packages, and 6 fixtures per residential customer transaction.
- b) The Sponsor has approved a maximum incentive for each Product detailed in Attachment A: *Negotiated Promotion Detail Worksheet*.
- c) Retailer shall not charge more than the amount authorized for Products as set forth in Attachment A.
- d) Online sales of Products are prohibited.
- e) Loyalty card programs cannot be required for customer participation.

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- f) Products may not be transferred from one retail location to a different retail location unless approved in advance in writing by the Field Implementer. All approved redistributions of Products by Retailer must be documented and submitted to Manufacturer for inventory record keeping.
- g) Invoices and required documentation (Attachments D – Sales Documentation and Attachment E – Invoice Submittal Form and supporting documentation) shall be provided monthly (but in no event less than quarterly) to the Incentive Processor, must be complete and accurate, and must be executed by both Retailer and Manufacturer. Each submittal should contain sales for the invoiced period. **Sales data submitted that are more than a quarter old will not be guaranteed payment of Sponsor incentives and may only be paid out at the Sponsor’s sole discretion.**
- h) Each Manufacturer claim for incentives submitted to the Incentive Processor **must include:**
  - 1. **Manufacturer Summary Form** - preapproved and complete as described in Attachment D
  - 2. **Attachment E: Invoice Submittal Form**, completed and fully executed by both Manufacturer and Retailer, with supporting documentation, including the **Retailer Inventory and Sales Form** signed by Retailer.
  - 3. **Attachment D: Supporting shipping and sales information** that must match the format of the preapproved sample or form included in Attachment D to this MOU. Point-of-Sale (“POS”) reports from Retailers must clearly indicate the reporting period beginning and ending dates for the sales submitted. These dates should correspond with, or fall within, the Promotion Period start and conclusion dates as set forth above. **Shipping and POS data must identify the store(s) from which the units were sold and the locations must be identified in Attachment C.**
- i) Submittals shall be rejected by Incentive Processor, for Manufacturer’s or Retailer’s noncompliance with MOU requirements, including, without limitation, the following:
  - o Incomplete submittals (e.g., missing signatures, sales information or shipping information)
  - o Sales reported are for Products from Retailer locations other than those specifically listed in Attachment C and approved in this MOU; or
  - o Claims are for Products not listed on the MOU or any subsequent amendments.
- j) Promotions will be evaluated and/or measured by volumes of sales achieved to determine the progress toward Sponsors’ objectives. Failure to provide accurate or quality data in a timely manner will result in a “non-compliant” evaluation of the participants in the Promotion. If the Retailer and/or Manufacturer do not comply with the terms set forth in the MOU or do not deliver sufficient results in a timely manner, then the Sponsor reserves all contractual rights and remedies, including, without limitation, the right to reallocate the remaining funding on this MOU and the right to terminate the MOU specific to the noncompliant or underperforming party.
- k) The Sponsor reserves the right to terminate this MOU or the Promotion at any time and for any reason. Prior to termination, Sponsors will provide written notice with at least 10 days prior written notice for termination for convenience. Sponsor agrees to pay the incentives as specified in Attachment A and any Amendments to this MOU on qualified Products sold prior to the date of termination, provided all other terms of this MOU are met and the required documentation is received by the Incentive Processor within one month after the date of termination.
- l) At any time, the Sponsor or their designated representative shall, upon request, be provided access to Retailer’s and Manufacturer’s records and be provided with any additional information requested for review to verify the documentation submitted and that the proper charges and payments have been made in accordance with the Program requirements, the MOU for this Program or any related or prior Program the parties have participated in. Upon the completion of any such review, the recipient of any incentive payments from Sponsor based upon sales that the Sponsor determines have not been substantiated with

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proper, accurate, and valid documentation, shall be responsible to reimburse Sponsor for such unsubstantiated payments within thirty (30) days of receipt of written request.

**V. Payment Information**

- a) Sponsor incentive funds to Manufacturer will be paid upon Incentive Processor’s receipt and approval of **all required documentation**, including a completed and fully executed Schedule E and required supporting documentation as outlined in Attachment D: Invoicing and Sales Data.
- b) An amount not to exceed the Maximum Incentive Amount set forth in Attachment A will be paid for Products sold. Amounts paid will be tracked by the Incentive Processor.
- c) Payment Schedule for Marketing or Advertising shall be as set forth in Attachment B.
- d) **Product Returns.** Sponsors' incentives paid to Manufacturer or Retailer, as applicable, on products purchased through this Promotion that are returned by customers must be credited by Manufacturer back to the Sponsor within thirty (30) days of the return. The credits must be included and itemized on the following monthly invoices and tied to the store where the product was originally purchased.

**VI. Energy Benefits**

It is understood that the participating Sponsor is entitled to 100% of the energy and capacity benefits associated with the energy efficiency products for which incentives are provided under this Program, excluding the value of the energy cost savings realized by the customer, but including all rights to all associated ISO-NE Energy Capacity and Reserves Products, and the Manufacturer and/or Retailer agree to provide the Sponsor(s) with such further documentation as the Sponsor(s) may request to confirm their ownership of such benefits.

**VII. Mutual Confidentiality of Sponsor, Retailer and Manufacturer Proprietary Information**

- a) Each party agrees that any information disclosed or conveyed to them by or on behalf of another party, whether in written, oral or other form, regarding incentive pricing, shipping information or volumes by retailer location, and sales volumes, hereinafter referred to as “Confidential Information,” shall be kept strictly confidential, and used or disclosed only as provided in this Section VII.
- b) Confidential Information shall not include information that is, was or becomes (i) generally available to the public from a source other than the party it was disclosed or conveyed to under this MOU, or (ii) available to a party from a source other than the other parties to this MOU, provided that such source was not known by the party to be prohibited from disclosing such information by an obligation of confidentiality to another party to this MOU.
- c) Each party shall (i) use Confidential Information of another party only in connection with fulfilling its obligations under this MOU, and not for any other purpose; provided, however, that Sponsors also may use the Confidential Information for Program administration, compliance and reporting purposes, regulatory reporting, and public reporting in the aggregate or with privacy protections as determined by the Sponsor; (ii) use the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own, similar confidential information, to protect the Confidential Information of another party, and (iii) upon the request of another party, promptly return or destroy such party’s Confidential Information and all copies there, and if requested, certify to the destruction of such Confidential Information and copies thereof, provided that each party may retain electronic copies of Confidential Information stored in connection with its customary automated backup or archival procedures, or as required by Sponsor for Program reporting and record keeping, so long as such Confidential Information remains subject to provisions of this Section VII.
- d) Without the prior written consent of the other party, each party shall disclose the Confidential Information of another party only to (i) its officers, directors, employees, agents, contractors and advisors with a need to know such information and who have been directed to abide by the confidentiality obligations set forth

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in this Section VII, or (ii) the extent required by applicable law or the order or request of a government authority or other party in any court or regulatory proceeding, provided that to the extent permitted by law, the other party is given notice of such requirement prior to disclosure so that it may attempt to contest or limit the disclosure or obtain confidential treatment thereof. If, absent the entry of a protective order or receipt of a waiver, the receiving party is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the receiving party may disclose such Confidential Information to the persons and to the extent required without liability under this Agreement.

- e) Each party shall retain ownership of all Confidential Information and intellectual property referred to in this Agreement. Sponsor shall own exclusively all rights in ideas, strategies, plans, and data (other than Manufacturer and Retailer Confidential Information related to Products) related to the Program, including all proprietary information and other intellectual property rights. Except as set forth in this Agreement, nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel, or otherwise, although the parties may provide for such a license in an express written agreement.
- f) Each party agrees that it will be responsible for any breach of the provisions of this Section VII by its Representatives.

**VIII. Contact Information**

FIELD IMPLEMENTER	INCENTIVE PROCESSOR (For Incentive Payment Submission)
Daniel Krasowsky <a href="mailto:dkrasowsky@trccompanies.com">dkrasowsky@trccompanies.com</a> Office: 508-460-0795 Fax: 508-460-3853	Energy Federation, Inc. 1 Willow St, Suite 2 Southborough, MA 01745 800-876-0660 x 4515 Submit online at: <a href="http://efincp@efi.org">efincp@efi.org</a>
MANUFACTURER / RETAILER CONTACT FOR PROMOTION	
James Poynton Maxlite <a href="mailto:JPoynton@maxlite.com">JPoynton@maxlite.com</a> Office: 708-921-9665	

**IX. FUNDING**

- a) The participating Sponsor agrees to allocate funds based on their individual program goals and the funding available in their annual energy efficiency plans filed with the regulators, as described in Attachment A. **Manufacturer and Retailer must carefully monitor and stay within the allocation and pricing limits set by each Sponsor (as set forth on Attachment A). Sponsor shall not pay incentives beyond applicable allocation limits.** The Sponsor agrees to pay incentives to Manufacturer for Program and MOU compliant and valid submissions by Manufacturer with accurate documentation from Retailer for Products sold by Retailer from locations within their Rhode Island service territory.
- b) The total submissions by Manufacturer from each Sponsor’s territory cannot exceed the individual Sponsor allocations as indicated on the “Total Funding” column in the table set forth on Attachment A unless agreed to in advance in writing through amendments to this document.

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- c) Each Sponsor has its own funding budgets. The funding amounts indicated on Attachment A are not transferable between Sponsors. Submittals for claims from each Sponsor’s service territory must be tracked separately against the funding amount provided by each individual Sponsor.
- d) Any submissions for payment that exceed the allocation limit for the applicable Sponsor are not guaranteed payment of Sponsor incentives.
- e) Sponsor reserves the right to adjust or withdraw funding or terminate the MOU in the event of noncompliance by Manufacturer or Retailer with the terms of this MOU, the Program or other factors, in Sponsors’ sole discretion, upon prior written notice.

**X. MISCELLEANOUS**

- a) Notwithstanding anything to the contrary in this MOU, no party shall make any claims, representations, or warranties on behalf of another party.
- b) The relationship between the parties will be of independent contractors. Nothing contained herein will be construed to imply a joint venture, principal, or agent relationship, partnership, or other joint relationship. In carrying out its obligations under this MOU, each party agrees to comply with the MOU, Program requirements and applicable requirements of all laws, statutes, acts, ordinances, regulations, codes and standards of federal, state, and local governments, and all agencies thereof.
- c) This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.
- d) Retailer and Manufacturer may not assign this MOU or any of their respective obligations thereunder without Sponsors’ prior written consent.
- e) This MOU and its Attachments constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements, negotiations, discussions and understandings, whether written or oral. No modifications or amendments to this MOU will be binding upon another party unless such modifications or amendments are expressly set forth in a written instrument executed by the parties, provided that, Sponsors may issue an amendment to this MOU for purposes of delisting Products from the Promotion pursuant to Section 1(a) unilaterally, by the Field Implementer on behalf of the parties hereto.

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**Memorandum of Understanding for MARKDOWN promotion**

**MAXLITE / INDEPENDENT HARDWARE MOU # 2019-355**

**State: RI**

<b>Markdown Start Date(s):</b> 1/1/2019	<b>Markdown End Date(s):</b> 12/31/2020
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Incentive to be paid to: Manufacturer  Retailer

Make Checks payable to:	MAXLITE, LLC 12 YORK AVE WEST CALDWELL, NJ 07006 ATTN: ACCOUNTS RECEIVABLE
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*By signing below, the parties acknowledge that they have read and understand the requirements for participating in this joint buydown promotion and agree to abide by these requirements to the best of their ability.*

**Retailer:**

**Manufacturer:**

Marc gillson  


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Print Name, Title  
(Date)  
  
Marc Gillson (Jun 16, 2020 19:06 EDT) Jun 16, 2020  


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Signature  
249 academy ave. Providence. RI  


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Address  
( ) 401 351 7200  


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Phone  
( )  


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Fax  
mtpleasantusa@yahoo.com  


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Email Address

Jim Poynton  


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Print Name, Title  
(Date)  
  
May 28, 2020  


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Signature  
12 York Ave West Caldwell NJ 07006  


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Address  
( ) 708-921-9665  


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Phone  
( )  


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Narragansett Electric  
d/b/a National Grid Rhode Island

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**Attachment A: Negotiated Promotion Detail Worksheet and Program Funding**

Manufacturer: Maxlite

Retailer: Independent Hardware

Model #	Order #	Measure	Watts	Lumens	Description	Rated Life (in hours)	# of Bulbs or Fixtures per Pack	Regular Retail Price \$	Manufacturer Provided Discount/pkg	Net Retail Price/pkg	Manufacturer Incentive Request or Sponsor's /pkg	Target Retail Pricing/pkg
E5.5A19D27/4P/WS	14099716	LED Bulb	5	450	5.5W 450L 2700K A19 DIM 4PK Wing Stack	25000	4	\$14.99	\$2.00	\$12.99	\$10.00	\$2.99
E5.5A19D50/4P/WS	14099717	LED Bulb	5	450	5.5W 450L 5000K A19 DIM 4PK Wing Stack	25000	4	\$14.99	\$2.00	\$12.99	\$10.00	\$2.99
E6A19DLED27/G6	14099390	LED Bulb	6	480	6W 480L 2700K A19 DLED 1PK	25000	1	\$4.99	\$1.50	\$3.49	\$2.50	\$0.99
E6A19DLED40/G6	14099393	LED Bulb	6	480	6W 480L 4000K A19 DLED 1PK	25000	1	\$4.99	\$1.50	\$3.49	\$2.50	\$0.99
E9A19DLED27/G6	14099394	LED Bulb	9	800	9W 800L 2700K A19 DLED 1PK	25000	1	\$4.99	\$1.50	\$3.49	\$2.50	\$0.99
E9A19DLED40/G6	14099398	LED Bulb	9	800	9W 800L 4000K A19 DLED 1PK	25000	1	\$4.99	\$1.50	\$3.49	\$2.50	\$0.99
E9A19D27/4P/WS	14099718	LED Bulb	9	800	9W 800L 2700K A19 DLED 4PK Wing Stack	25000	4	\$17.99	\$5.00	\$12.99	\$10.00	\$2.99
E9A19D27/4P/WS1	14099718	LED Bulb	9	800	9W 800L 2700K A19 DLED 4PK Wing Stack	25000	4	\$16.99	\$4.00	\$12.99	\$10.00	\$2.99
E9A19D50/4P/WS	14099719	LED Bulb	9	800	9W 800L 5000K A19 DLED 4PK Wing Stack	25000	4	\$17.99	\$5.00	\$12.99	\$10.00	\$2.99
E9A19D50/4P/WS1	14099719	LED Bulb	9	800	9W 800L 5000K A19 DLED 4PK Wing Stack	25000	4	\$16.99	\$4.00	\$12.99	\$10.00	\$2.99
E9A19D50/4P-149	1410202	LED Bulb	9	800	9W 800L 5000K A19 NON DIM 4PK	15000	4	\$16.99	\$4.00	\$12.99	\$10.00	\$2.99
F7A19DLED27/G2	1409420	LED Bulb	7	800	7W 800L 2700K A19 Filament DIM 1PK	15000	4	\$16.99	\$4.00	\$12.99	\$10.00	\$2.99
F7A19DLED27/G3	1409420	LED Bulb	7	800	7W 800L 2700K A19 Filament DIM 1PK	15000	1	\$7.99	\$4.50	\$3.49	\$2.50	\$0.99
FF7A15D27	102753	LED Bulb	7	800	7W 800L 2700K A15 Frosted Filament DIM 1PK	15000	1	\$5.99	\$2.50	\$3.49	\$2.50	\$0.99
FF8.5A19D927	101150	LED Bulb	8	800	8.5W 800L 2700K A19 Frost Fil 90CRI DIM 1PK	15000	1	\$6.99	\$3.50	\$3.49	\$2.50	\$0.99
E10A19D27/4P/WS	14099720	LED Bulb	10	1100	10W 1100L 2700K A19 DIM 4PK Wing Stack	25000	4	\$21.99	\$9.00	\$12.99	\$10.00	\$2.99
E10A19D27/4P/WS1	14099720	LED Bulb	10	1100	10W 1100L 2700K A19 DIM 4PK Wing Stack	25000	4	\$19.99	\$7.00	\$12.99	\$10.00	\$2.99
E10A19D50/4P/WS	14099721	LED Bulb	10	1100	10W 1100L 5000K A19 DIM 4PK Wing Stack	25000	4	\$21.99	\$9.00	\$12.99	\$10.00	\$2.99
E10A19D50/4P/WS1	14099721	LED Bulb	10	1100	10W 1100L 5000K A19 DIM 4PK Wing Stack	25000	4	\$19.99	\$9.00	\$10.99	\$10.00	\$0.99
E11A19DLED27/G6	14099399	LED Bulb	11	1100	11W 1100L 2700K A19 DLED 1PK	25000	1	\$6.99	\$3.50	\$3.49	\$2.50	\$0.99
E11A19DLED40/G6	14099401	LED Bulb	11	1100	11W 1100L 4000K A19 DLED 1PK	25000	1	\$6.99	\$3.50	\$3.49	\$2.50	\$0.99
E15A19DLED27/G6	14099402	LED Bulb	15	1600	15W 1600L 2700K A19 DLED 1PK	25000	1	\$7.99	\$4.40	\$3.59	\$2.60	\$0.99
E15A19DLED40/G6	14099404	LED Bulb	15	1600	15W 1600L 4000K A19 DLED 1PK	25000	1	\$7.99	\$4.40	\$3.59	\$2.60	\$0.99
E15A19D27/4P/WS	14099722	LED Bulb	15	1600	15W 1600L 2700K A19 DLED 4PK Wing Stack	25000	4	\$21.99	\$8.60	\$13.39	\$10.40	\$2.99
E15A19D50/4P/WS	14099723	LED Bulb	15	1600	15W 1600L 5000K A19 DLED 4PK Wing Stack	25000	4	\$21.99	\$8.60	\$13.39	\$10.40	\$2.99
14A19/3W27	101528	LED Bulb	14	1500	14W LED A19 3-WAY 2700K	25000	1	\$9.99	\$5.50	\$4.49	\$2.50	\$1.99
14A19/3W50	102562	LED Bulb	14	1500	14W LED A19 3-WAY 5000K	25000	1	\$9.99	\$5.50	\$4.49	\$2.50	\$1.99
14A19/3W27/2P/WS	102294	LED Bulb	14	1500	14W 2700K 1500L 3-WAY 2PK Wing Stack	25000	2	\$19.99	\$11.00	\$8.99	\$5.00	\$3.99
14A19/3WLED27/2P/WS	100962	LED Bulb	14	1500	14W 2700K 1500L 3-WAY 2PK Wing Stack	25000	2	\$19.99	\$11.00	\$8.99	\$5.00	\$3.99
14A19/3W50/2P/WS	102296	LED Bulb	14	1500	14W 5000K 1500L 3-WAY 2PK Wing Stack	25000	2	\$19.99	\$11.00	\$8.99	\$5.00	\$3.99
14A19/3WLED50/2P/WS	100961	LED Bulb	14	1500	14W 5000K 1500L 3-WAY 2PK Wing Stack	25000	2	\$19.99	\$11.00	\$8.99	\$5.00	\$3.99
E6A19DLED27/G7	14099390	LED Bulb	6	480	6W 480L 2700K A19 DLED 1PK	25000	1	\$4.99	\$1.50	\$3.49	\$2.50	\$0.99
E6A19DLED40/G7	14099393	LED Bulb	6	480	6W 480L 4000K A19 DLED 1PK	25000	1	\$4.99	\$1.50	\$3.49	\$2.50	\$0.99
E9A19DLED27/G7	14099394	LED Bulb	9	800	9W 800L 2700K A19 DLED 1PK	25000	1	\$4.99	\$1.50	\$3.49	\$2.50	\$0.99
E9A19DLED40/G7	14099398	LED Bulb	9	800	9W 800L 4000K A19 DLED 1PK	25000	1	\$4.99	\$1.50	\$3.49	\$2.50	\$0.99
FF8.5A19D927/4P	103078	LED Bulb	9	800	8.5W 800L 2700K DIM A19 Frost Fil 90CRI 4PK	15000	4	\$29.99	\$16.00	\$13.99	\$10.00	\$3.99
FF8.5A19D930	102434	LED Bulb	9	800	8.5W 800L 3000K DIM A19 Frost Fil 90CRI 1PK	15000	1	\$9.99	\$6.50	\$3.49	\$2.50	\$0.99
E11A19DLED27/G7	14099399	LED Bulb	11	1100	11W 1100L 2700K A19 DLED 1PK	25000	1	\$6.99	\$3.50	\$3.49	\$2.50	\$0.99
E11A19DLED40/G7	14099401	LED Bulb	11	1100	11W 1100L 4000K A19 DLED 1PK	25000	1	\$6.99	\$3.50	\$3.49	\$2.50	\$0.99
E15A19DLED27/G7	14099402	LED Bulb	15	1600	15W 1600L 2700K A19 DLED 1PK	25000	1	\$7.99	\$4.40	\$3.59	\$2.60	\$0.99
E15A19DLED40/G7	14099404	LED Bulb	15	1600	15W 1600L 4000K A19 DLED 1PK	25000	1	\$7.99	\$4.40	\$3.59	\$2.60	\$0.99
E15A19D27/4P/WS1	14099722	LED Bulb	15	1,600	15W 1600L 2700K A19 DLED 4PK Wing Stack	25000	4	\$21.99	\$8.60	\$13.39	\$10.40	\$2.99
E15A19D50/4P/WS1	14099723	LED Bulb	15	1,600	15W 1600L 5000K A19 DLED 4PK Wing Stack	25000	4	\$21.99	\$8.60	\$13.39	\$10.40	\$2.99
ML 7L4USB30BK	1409513	LED Fixture	3	220	DESK LAMP LED 3.5W 3000K BLACK FINISH	25000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
ML 7L4USB30WH	1409668	LED Fixture	3	220	DESK LAMP LED 3.5W 3000K WHITE FINISH	25000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
ML 7L4USB30BL	101082	LED Fixture	3	220	DESK LAMP LED 3.5W 3000K BL UE FINISH	25000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
ML 7L4USB30BU	101083	LED Fixture	3	220	DESK LAMP LED 3.5W 3000K BURGUNDY FINIS	25000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
ML7L4USB30GR	101084	LED Fixture	3	220	DESK LAMP LED 3.5W 3000K GREEN FINISH	25000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99

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ML7L4USB30PK	101155	LED Fixture	3	220	DESK LAMP LED 3.5W 3000K PINK FINISH	25000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
ML2E242TRBZ27	1408624	LED Fixture	24	1670	CEILING FIXTURE TRADITIONAL DARK BRONZ	25000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2E242TRBZ27-V2	1408624	LED Fixture	24	1670	CEILING FIXTURE TRADITIONAL DARK BRONZ	25000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2E242TRNI27-v2	1408622	LED Fixture	24	1670	CEILING FIXTURE TRADITIONAL NICKEL FINISH	25000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2E242TRWH27	1408623	LED Fixture	24	1670	CEILING FIXTURE TRADITIONAL WHITE FINISH	25000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2E242TRWH27-v2	1408623	LED Fixture	24	1670	CEILING FIXTURE TRADITIONAL WHITE FINISH	25000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2L11SLNI1230	1410130	LED Fixture	12	845	SLIM FLUSH MOUNT 11" 12W 3000K BRUSHED	50000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2L11SLWH1230	1410206	LED Fixture	12	845	SLIM FLUSH MOUNT 11" 12W 3000K WHITE	50000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2L13SLWH1530	1410210	LED Fixture	15	1050	SLIM FLUSH MOUNT 13" 15W 3000K WHITE	50000	1	\$39.99	\$4.00	\$35.99	\$9.00	\$26.99
ML2L13SLNI1530	1410132	LED Fixture	15	1050	SLIM FLUSH MOUNT 13" 15W 3000K BRUSHED	50000	1	\$39.99	\$4.00	\$35.99	\$9.00	\$26.99
ML2L15SLNI2430	1410134	LED Fixture	24	1680	SLIM FLUSH MOUNT 15" 24W 3000K BRUSHED	50000	1	\$39.99	\$3.00	\$36.99	\$9.00	\$27.99
ML2L15SLWH2430	1410214	LED Fixture	24	1680	SLIM FLUSH MOUNT 15" 24W 3000K WHITE	50000	1	\$39.99	\$3.00	\$36.99	\$9.00	\$27.99
ML2LA17MAVHP927	76839	LED Fixture	17	1203	CEILING FIXTURE 17W LED ARCHITECTURAL S	50000	1	\$49.99	\$1.00	\$48.99	\$9.00	\$39.99
ML2LA17MTNBN1927	76741	LED Fixture	17	1024	CEILING FIXTURE 17W LED TRANSITIONAL S	50000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2LA23LTRBN1827	76443	LED Fixture	23	1737	CEILING FIXTURE 23W LED TRADITIONAL SER	50000	1	\$49.99	\$1.00	\$48.99	\$9.00	\$39.99
ML2LALABN24830	1409612	LED Fixture	24	1950	CEILING FIXTURE LED LARGE 16" ARCHITECT	50000	1	\$49.99	\$1.00	\$48.99	\$9.00	\$39.99
ML2LALTRBN24830	1409604	LED Fixture	24	1650	CEILING FIXTURE LED LARGE 15" TRADITONA	50000	1	\$49.99	\$1.00	\$48.99	\$9.00	\$39.99
ML2LAMABN22827	1408731	LED Fixture	21	1898	CEILING FIXTURE LED MEDIUM 14" ARCHITEC	50000	1	\$39.99	\$1.00	\$38.99	\$9.00	\$29.99
ML2LAMABN22830	1410232	LED Fixture	21	1898	CEILING FIXTURE LED MEDIUM 14" ARCHITEC	50000	1	\$39.99	\$1.00	\$38.99	\$9.00	\$29.99
ML2LAMTRBN18830	1409605	LED Fixture	16	1260	CEILING FIXTURE LED MEDIUM 13" TRADITION	50000	1	\$39.99	\$1.00	\$38.99	\$9.00	\$29.99
ML2LASABN16830	1409627	LED Fixture	16	1248	CEILING FIXTURE LED SMALL 12" ARCHITECTU	50000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2LASPRBN14827	1408699	LED Fixture	13	996	CEILING FIXTURE LED SMALL 11" PEARL BRU	50000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2LAMPWH15827	1408691	LED Fixture	16	1440	CEILING FIXTURE LED MEDIUM 13" CLOUD WH	50000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2LS12XSMBN927	97523	LED Fixture	12	695	CEILING FIXTURE 9" MUSHROOM 12W LED ET	35000	1	\$29.99	\$6.00	\$23.99	\$9.00	\$14.99
ML9LAFBN09827	14099634	LED Fixture	9	688	12" LED FLEMING WALL SCONCE 9W 80 CRI 2	50000	1	\$39.99	\$6.00	\$33.99	\$9.00	\$24.99
ML8E303TUBZ27	1408627	LED Fixture	30	2400	VANITY BAR TULIP DARK BRONZE FINISH WIT	25000	1	\$49.99	\$1.00	\$48.99	\$9.00	\$39.99
ML8E303TUNI27	1408625	LED Fixture	30	2400	VANITY BAR TULIP NICKLE FINISH WITH 3X10	25000	1	\$49.99	\$1.00	\$48.99	\$9.00	\$39.99
ML8E303TUNI27-V2	1408625	LED Fixture	30	2400	VANITY BAR TULIP NICKLE FINISH WITH 3X10	25000	1	\$49.99	\$1.00	\$48.99	\$9.00	\$39.99
ML8E303TUWH27	1408626	LED Fixture	30	2400	VANITY BAR TULIP WHITE FINISH WITH 3X10	25000	1	\$49.99	\$1.00	\$48.99	\$9.00	\$39.99
ML8LAFBN23827	14099635	LED Fixture	21	1385	24" LED FLEMING VANITY LIGHT 23W 80 CRI 2	50000	1	\$54.99	\$1.00	\$53.99	\$9.00	\$44.99
ML8LARBN30830	1410172	LED Fixture	30	2100	30W 2100L 3000K Vanity Bar Brushed Nickel	50000	1	\$49.99	\$1.00	\$48.99	\$9.00	\$39.99
ML9E101CCNI27	1408633	LED Fixture	10	800	WALL SCONCE CONTEMPORARY NICKEL FINI	25000	1	\$19.99	\$2.00	\$17.99	\$9.00	\$8.99
ML9E101CCWH27	1408634	LED Fixture	10	800	WALL SCONCE CONTEMPORARY WHITE FINIS	25000	1	\$19.99	\$2.00	\$17.99	\$9.00	\$8.99
ML9E101CCBZ27	1408635	LED Fixture	10	800	WALL SCONCE CONTEMPORARY BRONZE FIN	25000	1	\$19.99	\$2.00	\$17.99	\$9.00	\$8.99
ML9LARBN23830	1409631	LED Fixture	23	1891	23W 1610L 3000K Wall Sconce Brushed Nickel	50000	1	\$39.99	\$1.00	\$38.99	\$9.00	\$29.99
ML9LA17LCNBN1927	77655	LED Fixture	17	1543	WALL SCONCE LARGE LED 17W 120V CONTE	50000	1	\$49.99	\$1.00	\$48.99	\$9.00	\$39.99
ML9LA23LCNBN1927	77656	LED Fixture	24	2075	24W 2075L 2700K Wall Sconce Brushed Nickel	50000	1	\$69.99	\$11.00	\$58.99	\$9.00	\$49.99
ML4LS12SRLBK827	96974	LED Fixture	12	751	OUTDOOR FIXTURE 12W LED LSD RANCH LAN	35000	1	\$39.99	\$6.00	\$33.99	\$9.00	\$24.99
ML4LS12MOLB	77029	LED Fixture	12	511	OUTDOOR LANTERN MED LED 12W OUTDOOR	35000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML4LS12MOLW	76484	LED Fixture	12	511	OUTDOOR LANTERN MED LED 12W OUTDOOR	35000	1	\$39.99	\$1.00	\$38.99	\$9.00	\$29.99
ML4LE109SPLBK2	101309	LED Fixture	9	800	OUTDOOR FIXTURE WITH 9W ENCLOSED RAT	25000	1	\$29.99	\$11.00	\$18.99	\$9.00	\$9.99
ML4LE121PLBK27	101077	LED Fixture	12	1153	OUTDOOR FIXTURE PAGODA LANTERN BLACK	25000	1	\$29.99	\$11.00	\$18.99	\$9.00	\$9.99
ML4LE171RLBK27	1408631	LED Fixture	17	1600	OUTDOOR FIXTURE SMALL LANTERN BLACK F	25000	1	\$39.99	\$1.00	\$38.99	\$9.00	\$29.99
ML4LASMSB14827PC	1408707	LED Fixture	13	813	OUTDOOR LANTERN LED SMALL MISSION BLA	50000	1	\$39.99	\$1.00	\$38.99	\$9.00	\$29.99
ML4LE171RLBK27MSC-V2	14098826	LED Fixture	17	1600	OUTDOOR FIXTURE SMALL LANTERN BLACK F	25000	1	\$49.99	\$11.00	\$38.99	\$9.00	\$29.99
ML4LS10MCLBK827	97868	LED Fixture	10	500	OUTDOOR FIXTURE 10W LED LSD MEDIUM CC	35000	1	\$49.99	\$11.00	\$38.99	\$9.00	\$29.99
7P20WD27NF	14099213	LED Reflector	7	500	7W 500L 2700K 30° WET DIM PAR20 1PK	25000	1	\$8.99	\$5.50	\$3.49	\$2.50	\$0.99
7P20WD40NF	14099215	LED Reflector	7	500	7W 500L 4000K 30° WET DIM PAR20 1PK	25000	1	\$8.99	\$5.50	\$3.49	\$2.50	\$0.99
11P30D27NF	14099230	LED Reflector	11	850	11W 850L 2700K 30° DIM PAR30 1PK	25000	1	\$10.99	\$7.50	\$3.49	\$2.50	\$0.99
11P30D40FL	14099228	LED Reflector	11	850	11W 850L 4000K 40° DIM PAR30 1PK	25000	1	\$10.99	\$7.50	\$3.49	\$2.50	\$0.99
11P30D40NF	14099232	LED Reflector	11	850	11W 850L 4000K 30° DIM PAR30 1PK	25000	1	\$10.99	\$7.50	\$3.49	\$2.50	\$0.99
11P30D50NF	14099233	LED Reflector	11	850	11W 850L 5000K 30° DIM PAR30 1PK	25000	1	\$9.99	\$6.50	\$3.49	\$2.50	\$0.99
11P30WLN27FL	14099203	LED Reflector	11	850	11W 850L 2700K 40° WET LONG NECK DIM PAR	25000	1	\$9.99	\$6.50	\$3.49	\$2.50	\$0.99
11P30WLN27NF	14099216	LED Reflector	11	850	11W 850L 2700K 30° WET LONG NECK DIM PAR	25000	1	\$9.99	\$6.50	\$3.49	\$2.50	\$0.99
11P30WLN40FL	14099205	LED Reflector	11	850	11W 850L 4000K 40° WET LONG NECK DIM PAR	25000	1	\$9.99	\$6.50	\$3.49	\$2.50	\$0.99
11P30WLN40NF	14099218	LED Reflector	11	850	11W 850L 4000K 30° WET LONG NECK DIM PAR	25000	1	\$9.99	\$6.50	\$3.49	\$2.50	\$0.99
13P38WD30FL	14099207	LED Reflector	13	950	13W 1050L 3000K 40° WET DIM PAR38 1PK	25000	1	\$12.99	\$7.00	\$5.99	\$5.00	\$0.99
13P38WD30NF	14099220	LED Reflector	13	950	13W 1050L 3000K 30° WET DIM PAR38 1PK	25000	1	\$12.99	\$7.00	\$5.99	\$5.00	\$0.99
13P38WD40FL	14099208	LED Reflector	13	950	13W 1050L 4000K 40° WET DIM PAR38 1PK	25000	1	\$12.99	\$7.00	\$5.99	\$5.00	\$0.99
13P38WD40NF	14099221	LED Reflector	13	950	13W 1050L 4000K 30° WET DIM PAR38 1PK	25000	1	\$12.99	\$7.00	\$5.99	\$5.00	\$0.99
7BR20DLED27/G3	14099046	LED Reflector	7	550	7W 550L 2700K BR20 DIM 1PK	25000	1	\$6.99	\$3.50	\$3.49	\$2.50	\$0.99
7BR20DLED40/G3	14099048	LED Reflector	7	550	7W 550L 4000K BR20 DIM 1PK	25000	1	\$6.99	\$3.50	\$3.49	\$2.50	\$0.99



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8BR30DLED27/G3	14099049	LED Reflector	8	650	8W 650L 2700K BR30 DIM 1PK	25000	1	\$6.99	\$3.50	\$3.49	\$2.50	\$0.99
8BR30DLED40/G3	14099051	LED Reflector	8	650	8W 650L 4000K BR30 DIM 1PK	25000	1	\$6.99	\$3.50	\$3.49	\$2.50	\$0.99
8BR30D274P/WS	14099724	LED Reflector	8	650	8W 650L 2700K BR30 DIM 4PK Wing Stack	25000	4	\$24.99	\$12.00	\$12.99	\$10.00	\$2.99
8BR30D504P/WS	14099725	LED Reflector	8	650	8W 650L 5000K BR30 DIM 4PK Wing Stack	25000	4	\$24.99	\$12.00	\$12.99	\$10.00	\$2.99
11BR30DLED27/G3	14099421	LED Reflector	11	850	11W 850L 2700K BR30 DIM 1PK	25000	1	\$8.99	\$5.50	\$3.49	\$2.50	\$0.99
11BR30DLED40/G3	14099424	LED Reflector	11	850	11W 850L 4000K BR30 DIM 1PK	25000	1	\$8.99	\$5.50	\$3.49	\$2.50	\$0.99
12BR40DLED27/G3	14099052	LED Reflector	12	1050	12W 1050L 2700K BR40 DIM 1PK	25000	1	\$9.99	\$6.50	\$3.49	\$2.50	\$0.99
12BR40DLED40/G3	14099054	LED Reflector	12	1050	12W 1050L 4000K BR40 DIM 1PK	25000	1	\$9.99	\$6.50	\$3.49	\$2.50	\$0.99
17BR40DLED27/G3	14099418	LED Reflector	17	1400	17W 1400L 3000K BR40 DLED 1PK	25000	1	\$11.99	\$8.50	\$3.49	\$2.50	\$0.99
17BR40DLED40/G3	14099420	LED Reflector	17	1400	17W 1400L 4000K BR40 DLED 1PK	25000	1	\$11.99	\$8.50	\$3.49	\$2.50	\$0.99
7P20W2D7FL	14099200	LED Reflector	7	500	7W 500L 2700K PAR20 DIM 1PK	25000	1	\$7.99	\$4.50	\$3.49	\$2.50	\$0.99
7P20W40FL	14099202	LED Reflector	7	500	7W 500L 4000K PAR20 DIM 1PK	25000	1	\$7.99	\$4.50	\$3.49	\$2.50	\$0.99
11P30D27FL	14099226	LED Reflector	11	850	11W 850L 2700K PAR30 DLED 1PK	25000	1	\$9.99	\$6.50	\$3.49	\$2.50	\$0.99
11P30D50FL	14099229	LED Reflector	11	850	11W 850L 5000K PAR30 DLED 1PK	25000	1	\$9.99	\$6.50	\$3.49	\$2.50	\$0.99
13P38WD27FL	14099206	LED Reflector	13	1050	13W 1050L 2700K PAR38 WET DLED 1PK	25000	1	\$11.99	\$6.00	\$5.99	\$5.00	\$0.99
13P38WD50FL	14099209	LED Reflector	13	1050	13W 1050L 5000K PAR38 WET DLED 1PK	25000	1	\$11.99	\$6.00	\$5.99	\$5.00	\$0.99
13P38WD27FLB/2P/WS	14099726	LED Reflector	13	950	13W 1050L 5000K PAR38 WET DLED 1PK	25000	2	\$19.99	\$8.00	\$11.99	\$10.00	\$1.99
13P38WD50FLB/2P/WS	14099727	LED Reflector	13	950	13W 1050L 5000K PAR38 WET DLED 1PK	25000	2	\$19.99	\$8.00	\$11.99	\$10.00	\$1.99
15P38WD27FL	14099210	LED Reflector	15	1250	15W 1250L 2700K PAR38 WET DLED 1PK	25000	1	\$12.99	\$7.00	\$5.99	\$5.00	\$0.99
15P38WD30FL	14099211	LED Reflector	15	1250	15W 1250L 3000K PAR38 WET DLED 1PK	25000	1	\$12.99	\$7.00	\$5.99	\$5.00	\$0.99
15P38WD40FL	14099212	LED Reflector	15	1250	15W 1250L 4000K PAR38 WET DLED 1PK	25000	1	\$12.99	\$7.00	\$5.99	\$5.00	\$0.99
DL409827WH	14099585	LED Reflector	9	631	DISC LIGHT 4" 9W 2700K WHITE FINISH	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
DL409840WH	14099587	LED Reflector	9	630	DISC LIGHT 4" 9W 4000K WHITE FINISH	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
DL615827WH	14099588	LED Reflector	14	1276	DISC LIGHT 6" 15W 2700K WHITE FINISH	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
DL615840WH	14099590	LED Reflector	15	1050	DISC LIGHT 6" 15W 4000K WHITE FINISH	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR-409U-30W	102382	LED Reflector	8	689	RESIDENTIAL RETROFIT 4" 9W 120-277V 3000K	50000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR-409U-40W	107285	LED Reflector	8	720	RESIDENTIAL RETROFIT 4" 9W 120-277V 4000K	50000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR-409U-50W	107287	LED Reflector	8	760	RESIDENTIAL RETROFIT 4" 9W 120-277V 5000K	50000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR41027W-L9	14099591	LED Reflector	9	718	LED DOWNLIGHT RETROFIT 4" 10W 2700K W	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR41040W-L9	14099593	LED Reflector	9	718	LED DOWNLIGHT RETROFIT 4" 10W 4000K W	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR41030W-L9	14099592	LED Reflector	9	718	LED DOWNLIGHT RETROFIT 4" 10W 3000K W	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR-613U-30W	102383	LED Reflector	11	1110	RESIDENTIAL RETROFIT 6" 13W 120-277V 3000K	50000	1	\$29.99	\$21.00	\$8.99	\$5.00	\$3.99
RR-613U-40W	107286	LED Reflector	12	1180	RESIDENTIAL RETROFIT 6" 13W 120-277V 4000K	50000	1	\$29.99	\$21.00	\$8.99	\$5.00	\$3.99
RR-613U-50W	107288	LED Reflector	12	1250	RESIDENTIAL RETROFIT 6" 13W 120-277V 5000K	50000	1	\$29.99	\$21.00	\$8.99	\$5.00	\$3.99
RR61140W-L9	14099601	LED Reflector	10	848	LED DOWNLIGHT RETROFIT 6" 11W 4000K W	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR61127W-L7	107309	LED Reflector	11	880	11W LED 2700K 6" DOWNLIGHT RETROFIT WH	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR61127W-L9	14099599	LED Reflector	10	848	LED DOWNLIGHT RETROFIT 6" 11W 2700K W	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR61130W-L9	14099600	LED Reflector	10	848	LED DOWNLIGHT RETROFIT 6" 11W 3000K W	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR61827W-L7	107317	LED Reflector	18	1370	18W LED 2700K 6" DOWNLIGHT RETROFIT WH	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR61827W-L9	14099607	LED Reflector	17	1386	LED DOWNLIGHT RETROFIT 6" 18W 2700K W	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR61830W-L9	14099608	LED Reflector	17	1386	LED DOWNLIGHT RETROFIT 6" 18W 3000K W	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR61530WC-L7	107314	LED Reflector	14	1108	15W LED 3000K 6" DOWNLIGHT RETROFIT WH	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RR61827WC-L7	107321	LED Reflector	17	1290	18W LED 2700K 6" DOWNLIGHT RETROFIT WH	36000	1	\$24.99	\$18.00	\$6.99	\$5.00	\$1.99
RF408ICAT27WJ	1408889	LED Reflector	7	524	J-BOX DOWNLIGHT 4" 8W IC RATED AIRTIGHT	36000	1	\$29.99	\$18.00	\$11.99	\$5.00	\$6.99
RF408ICAT30W	1408889	LED Reflector	7	651	J-BOX DOWNLIGHT 4" 8W IC RATED AIRTIGHT	36000	1	\$29.99	\$18.00	\$11.99	\$5.00	\$6.99
RF408ICAT40W	1408890	LED Reflector	7	651	J-BOX DOWNLIGHT 4" 8W IC RATED AIRTIGHT	36000	1	\$29.99	\$18.00	\$11.99	\$5.00	\$6.99
RF610ICAT27WJ	1408896	LED Reflector	9	824	J-BOX DOWNLIGHT 6" 10W IC RATED AIRTIGHT	36000	1	\$29.99	\$16.00	\$13.99	\$5.00	\$8.99
RF610ICAT30W	1408894	LED Reflector	9	843	J-BOX DOWNLIGHT 6" 10W IC RATED AIRTIGHT	36000	1	\$29.99	\$16.00	\$13.99	\$5.00	\$8.99
RF610ICAT40W	1408895	LED Reflector	9	843	J-BOX DOWNLIGHT 6" 10W IC RATED AIRTIGHT	36000	1	\$29.99	\$16.00	\$13.99	\$5.00	\$8.99
FRK23X5.5-927/V2	1409229	LED Reflector	23	1750	FLUSH MOUNT RETROFIT KIT/LIGHT ENGINE	40000	1	\$31.99	\$22.00	\$9.99	\$5.00	\$4.99
FRK23X5.5-930/V2	1409574	LED Reflector	23	1750	FLUSH MOUNT RETROFIT KIT/LIGHT ENGINE	40000	1	\$31.99	\$17.00	\$14.99	\$5.00	\$9.99
FRK23X5.5-940/V2	14099729	LED Reflector	23	1650	FLUSH MOUNT RETROFIT KIT/LIGHT ENGINE	40000	1	\$31.99	\$17.00	\$14.99	\$5.00	\$9.99
SL-48421-50	14099808	Linear LED	40	4890	SHOP LIGHT 48" 40W 120V 5000K	50000	1	\$39.99	\$21.00	\$18.99	\$9.00	\$9.99
SL-48401-50	107705	Linear LED	40	4144	SHOP LIGHT 48" 40W 120V 5000K	50000	1	\$39.99	\$21.00	\$18.99	\$9.00	\$9.99
SL-48231-50	14101698	Linear LED	23	2400	SHOP LIGHT 23" 40W 120V 5000K	50000	1	\$39.99	\$21.00	\$18.99	\$9.00	\$9.99
SG25DLED27/G3	107505	Specialty LED	6	450	6W 450L 2700K DIM G25 1PK	25000	1	\$7.99	\$3.60	\$4.39	\$3.40	\$0.99
SG25DLED27/G3/3P/WS	100964	Specialty LED	12	950	6W 450L 2700K DIM G25 3PK Wing Stack	25000	3	\$19.99	\$6.80	\$13.19	\$10.20	\$2.99
12G40DLED302	1410218	Specialty LED	12	950	12W 950L 2700K DIM G40 1PK	25000	1	\$12.99	\$8.60	\$4.39	\$3.40	\$0.99
F7G25D27	102355	Specialty LED	8	800	7.5W LED Filament Globe 2700K	15000	1	\$9.99	\$5.60	\$4.39	\$3.40	\$0.99
F4BA10D27/G2	102293	Specialty LED	4	330	4W 330L 2700K DIM Filament Flame Candle 1pk	15000	1	\$5.99	\$1.60	\$4.39	\$3.40	\$0.99
SG16.5DLED27	101459	Specialty LED	5	350	9W 350L 2700K G16.5 DLED 1PK	25000	1	\$8.99	\$4.80	\$4.39	\$3.40	\$0.99
F7C23DLED27/G2	1409965	Specialty LED	7	800	7W 800L 2700K G23 Filament 1PK	15000	1	\$9.99	\$5.60	\$4.39	\$3.40	\$0.99
12G40DLED30	1410218	Specialty LED	12	950	12W 950L 2700K G40 DLED 1PK	15000	1	\$12.99	\$2.60	\$10.39	\$3.40	\$6.99
F4B10D27	14099267	Specialty LED	4	300	4W 300L 2700K Candle DIM 1PK	15000	1	\$10.00	\$5.60	\$4.40	\$3.40	\$1.00
F4B10D27/3P/WS	100963	Specialty LED	4	300	4W 300L 2700K Candle DIM 1PK Wing Stack	15000	3	\$16.99	\$3.80	\$13.19	\$10.20	\$2.99
F4BA10D27	102293	Specialty LED	4	330	4W 330L 2700K Flame Candle Dim 1pk	15000	1	\$5.99	\$1.60	\$4.39	\$3.40	\$0.99
FF4B10D927	102416	Specialty LED	4	300	4W 300L 2700K Frosted Candle DIM 1pk	15000	1	\$5.99	\$2.60	\$4.39	\$3.40	\$0.99
FF4B11D927E26	101152	Specialty LED	4	320	4W 320L 2700K Frosted Candle E26 DIM 1pk	15000	1	\$5.99	\$1.60	\$4.39	\$3.40	\$0.99
APS-8/1350J	103714	Advanced Power Strip	N/A	N/A	Tier 1 Advanced Power Strip, 8 Outlet, 1350J	N/A	1	\$24.99	\$6.00	\$18.99	\$15.00	\$3.99

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The participating Sponsors agree to fund this MOU as follows:

<b>Sponsor</b>	<b>Manufacturer</b>	<b>Retailer</b>	<b>Product Allocation</b>	<b>Marketing Allocation (from Attachment B)</b>	<b>Total Funding</b>
NGRID RI	Maxlite	Independent Hardware	\$2,750,000.00	\$0.00	\$2,750,000.00

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**Attachment B: Negotiated Marketing Plan**

**Manufacturer: Maxlite**

**Sponsors: NGRID RI**

**Retailer: Independent Hardware**

**Start and End date(s) of marketing:** 1/1/2019 – 12/31/2020

**1. Marketing Plan Overview (insert description)**

**POP and Signage**

Type of POP	Description
Special Packaging	
Displays	
Signage	
Others:	

**2. Terms and Conditions for Marketing (revised as needed and applicable)**

- a) Retailer and Manufacturer shall execute the marketing plans set forth in this *Attachment B: Negotiated Marketing Plan* and send hard copy and/or email examples of all final, approved Point of Purchase (“POP”) marketing and advertising materials to the Field Implementer. Any alterations to such plans must be reviewed and approved by the Field Implementer prior to implementation. As a condition to payment, Manufacturer must send proposed advertising to the Field Implementer for approval at least ten (10) days prior to placement. Samples of product packaging, signage, POP materials, print advertisements, and other materials that accompany this Promotion shall be sent to the Field Implementer within thirty (30) days of such materials’ placement.
- b) Retailer and Manufacturer shall incorporate Sponsors’ branding elements (names and logos) that comply with Sponsors’ requirements and brand standards in POP marketing and advertising materials (as detailed in the NCP package *Brand Guidelines*, a copy of which can be requested through the Field Implementer, and which may be updated from time to time by the Sponsor).
- c) Neither Manufacturer nor Retailer shall use any POP marketing and advertising material not approved by the Sponsor, and upon the Sponsor’s request, must promptly remove and cease use of any unapproved POP marketing and advertising materials.
- d) All POP marketing and advertising materials, including, without limitation, anything using the names or logos of the Sponsor, must be approved by the Sponsor in writing prior to going to production. Marketing materials are to be provided, via email, to the Field Implementer referred to in Section VIII of this MOU.
- e) Sponsor will not provide payments for POP marketing and advertising materials printed, published, displayed, or otherwise developed or used that do not comply with the foregoing and/or have not been preapproved by the Sponsor.
- f) Send proof of advertising (i.e., newspaper tear sheet, radio sound file, etc.) and documentation of direct actual cost for such advertising (without markup) (i.e., shipping receipts, costs for displays and endcaps and any advertising), and invoice for such direct, actual cost to Field Implementer for payment once advertisement runs. Payment contribution will be issued as outlined in this *Attachment B: Negotiated Marketing Plan*. The Field Implementer will review the submission for approval and then forward to the Incentive Processor for processing and payment.

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- g) The Sponsor and manufacturers may have separate agreements for marketing events and will be addressed in separate marketing agreements.
- h) As a condition to payment, Manufacturer must send proposed advertising to the Field Implementer for approval at least ten (10) days prior to placement. Send proof of advertising (i.e., newspaper tear sheet, radio sound file, etc.) and documentation of direct actual cost for such advertising (without markup)), and an invoice for such direct, actual cost shall be sent to the Field Implementer for payment once the advertisement runs. Payment will be issued as outlined in Attachment B: Negotiated Marketing Plan. The Field Implementer will review the submission and forward to the Incentive Processor for processing and payment.

### 3. Advertising Activities and Schedule

Sponsor	Description of Marketing	Total Cost of Marketing	Sponsor Contribution
NGRID RI		\$0.00	\$0.00

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**Attachment C: Participating Stores List**

**Manufacturer: Maxlite**

**Sponsors: NGRID RI**

**Retailer: Independent Hardware**

Store #	Store Name	Address	City	State	Zip	Sponsor
-	Mt. Pleasant True Value	249 Academy Ave.	Providence	RI	02908	NGRID RI

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## Attachment D: Invoicing and Sales Data

The following forms/samples must be submitted and approved by the Field Implementer prior to execution of this MOU:

1. An invoice that will be submitted monthly to the Incentive Processor for payment;
2. Manufacturer Summary Form tracking the following: (i) Product shipped; (ii) Product sold; and (iii) inventory volumes (at the beginning and end of the monthly invoicing period);
3. Proof of Sales:
  - a. A sample of data provided by Retailer from Retailer's POS/accounting system in its native format; or
  - b. Standard Retailer Sales Form signed by retailer stating the quantity of product sold during the prior month or the inventory remaining.
4. Proof of Shipping: Shipping documentation showing product volumes delivered for any product shipped to Retailer during prior month; if no shipment occurred during the invoice period, indicate date of last shipment;
5. Samples of other data, if applicable, in support of the invoicing process.

**INSERT OR ATTACH SAMPLES**

**All information set forth above must be (i) provided by Retailer to Manufacturer for submission to Incentive Processor with each payment claim submitted, (ii) valid and accurate and (iii) exactly in the format of the sample submitted and preapproved by the Field Implementer. Any changes to this format must be approved by the Field Implementer in advance in order for claims to be processed.**

Customer #	Customer Name	Ship to Address	City	State	Item #	Item Description	Store #	Quantity	Unit #	Line #	L. POS.	StartDate	L. POS	EndDate
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	13P36W4D27FL		MA	13W PAR38 WET RATED DIM 2700K FLOOD	3142	36		\$ 5.00		\$ 180.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	15P28W4D30FL		MA	15W PAR38 WET RATED DIM 3000K FLOOD	3142	3		\$ 5.00		\$ 15.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	7P20W4D40NF		MA	14093215 7W PAR20 WET RATED DIM 4000K N. FLOOD	3142	7		\$ 2.50		\$ 17.50	2020/02/01		2020/02/29
2IRQU	ROUNDS TRUE VALUE HA 230 MAIN ST		STONEHAM	MA	8BR30D274PW/S	19291	11		\$ 10.00		\$ 110.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	8BR30D274PW/S		MA	8W BR30 DIM 2700K 4PK - WINGSTACK	3142	13		\$ 10.00		\$ 130.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	8BR30DLED40WC3		MA	8W DIMMABLE BR30 4000K G3	3142	5		\$ 2.50		\$ 12.50	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	8BR30DLED50IC3		MA	8W DIMMABLE BR30 5000K G3	3142	9		\$ 2.50		\$ 22.50	2020/02/01		2020/02/29
2IRFH0	NORFOLK HARDWARE 381MORTON ST	MATTAPAN MA		MA	E15A19D274PW/S1	MATTAPAN	178		\$ 16.00		\$ 2,816.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	E15A19D274PW/S1		MA	14093722 ENCLOSED 15W DIM LED A19 2700K 4PK - WINGSTACK	3142	9		\$ 16.00		\$ 144.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	FF8.5A19D3274P		MA	103078 8.5W LED FROSTED FILAMENT A19 90+CRI 2700K DIM E26 (14 PACK)	3142	12		\$ 10.00		\$ 120.00	2020/02/01		2020/02/29
2IRFH0	NORFOLK HARDWARE 381MORTON ST	MATTAPAN MA		MA	ML2E242TRM27-V2	MATTAPAN	5		\$ 12.00		\$ 60.00	2020/02/01		2020/02/29
2IRFH0	NORFOLK HARDWARE 381MORTON ST	MATTAPAN MA		MA	ML2LA17MPRL4P827	MATTAPAN	3		\$ 36.00		\$ 108.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	ML7L4USB30BK		MA	DESK LAMP LED 4W USB PORT 3000K BLACK FINISH	3142	14		\$ 10.00		\$ 140.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	ML7L4USB30BL		MA	DESK LAMP LED 4W USB PORT 3000K BLUE FINISH	3142	8		\$ 10.00		\$ 80.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	ML7L4USB30BU		MA	DESK LAMP LED 4W USB PORT 3000K BURGUNDY FINISH	3142	16		\$ 10.00		\$ 160.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	ML7L4USB30GR		MA	DESK LAMP LED 4W USB PORT 3000K GREEN FINISH	3142	7		\$ 10.00		\$ 70.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	ML7L4USB30PK		MA	DESK LAMP LED 4W USB PORT 3000K PINK FINISH	3142	9		\$ 10.00		\$ 90.00	2020/02/01		2020/02/29
2IRTU	RICHMOND HARDWARE (C 899 WASHINGTON BRAINTRE MA	ML7L4USB30WH		MA	DESK LAMP LED 4W USB PORT 3000K WHITE FINISH	3142	16		\$ 10.00		\$ 160.00	2020/02/01		2020/02/29
2IBS0	INTERSTATE BUILDING SL 635 COLLEGE HIGH SOUTHWK MA	SL-48421-50		MA	SHOP LIGHT 48" 42W 120V 5000K	5779	9		\$ 15.00		\$ 135.00	2020/02/01		2020/02/29
2IRQU	ROUNDS TRUE VALUE HA 230 MAIN ST		STONEHAM	MA	SL-48421-50	19291	132		\$ 15.00		\$ 1,980.00	2020/02/01		2020/02/29

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**MaxLite** Maxlite, Inc.  
Energy Efficient Lighting Products  
12 York Avenue, West Caldwell, NJ 07006  
Tel: (973) 244-7300 | 1-800-368-6629 | Fax: (973) 244-7333

**INVOICE**  
Non-original COPY

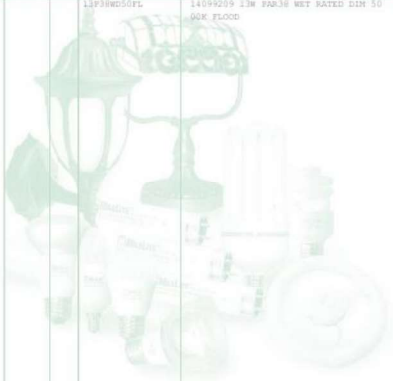
Invoice No: 1426714 Order No: 257622

**BILL TO:** ATTN: Accounts Payable Dept.  
HABITAT FOR HUMANITY \*\*\*EPI MA-UGRID

**SHIP TO:**  
HABITAT FOR HUMANITY OF LEOMINSTER  
637 LANCASTER STREET  
LEOMINSTER MA, 01453

Acct. No.	Salesman	Purchase Order No.	Ship Via	Shipped	Date Shipped	Terms	Invoice Date
01MFEL	000	HLHLEO12219	BESTWAY PPD		12/02/2019	NET 30 DAYS	10/02/2019

Qty.	Qty. Ordered	Qty. Back Shipped	Item Order No.	Description	Unit Price	Amount
21			L1P398050FL	14099209 12W PAR38 WET RATED DIM 50 OR FLOOD	5.00	105.00



Sales Amount	105.00
How Card Fee	0.00
Freight	0.00
Discount	0.00
<b>Amount Due</b>	<b>105.00</b>

**MaxLite** Maxlite, Inc.  
Energy Efficient Lighting Products  
12 York Avenue, West Caldwell, NJ 07006  
Tel: (973) 244-7300 | (800) 368-6629 | Fax: (973) 244-7333

**SHIPPING SLIP**

Ship date: 12/03/2019 Shipping No: 03-3742623 Page #: 1 / 1

ORDER NO: 657625

**SHIP TO:**  
HABITAT FOR HUMANITY OF LEOMINSTER  
637 LANCASTER STREET  
LEOMINSTER, MA 01453  
PHONE #: 978-227-5558

Account #	P O #	Ship VIA	Terms	Order date	Cancel date
21HFH39	HLHLEO12219	BESTWAY PPD	NET 30 DAYS	12/02/2019	01/01/2020

Order Qty	Shipped Qty	Item #	Item Description	Warehouse
12	12	17BR40DLED30/G3	14099419 14099419 17W DIMMABLE BR40 3000K G3	NJ (03)
36	36	RR41027W-L9	14099591 14099591 LED DOWNLIGHT RETROFIT 4" 10W	NJ (03)

NO DELIVERIES ON MONDAYS OR TUESDAYS. DELIVERIES ON WED-FRIDAY BETWEEN 10AM-5PM. MOU# 2019-185-HTR (MOU)  
HP-HANGR ENDS: 12/19/19 LD/ZACK  
OK TO SHIP - TM  
\*\*\* NO MONDAY OR TUESDAY DELIVERIES - DELIVER WEDNESDAY - FRIDAY 10AM-5PM \*\*\*  
Shipping Memo: OK TO SHIP - TM  
\*\*\* NO MONDAY OR TUESDAY DELIVERIES - DELIVER WEDNESDAY - FRIDAY 10AM-5PM \*\*\*

Printed on: 12/02/19 6:13:07 AM by jayla

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**Attachment E: Invoice Submittal Form**

**National Grid RI ENERGY STAR<sup>®</sup>  
Residential Lighting Program**

**Invoice Submittal Form  
MOU# 2019-355**

**RETAILER AND MANUFACTURER SIGNATURES ARE REQUIRED TO PROCESS THIS SUBMITTAL. SUBMITTALS WITHOUT BOTH SIGNATURES WILL BE REJECTED.**

**Manufacturer: Maxlite**

**Retailer:** \_\_\_\_\_

**Store #:** \_\_\_\_\_ **Retailer Location:** \_\_\_\_\_

**For the Period (start/end date):** \_\_\_\_\_

**Please forward this form and supporting documentation to:**

Energy Federation, Inc.  
1 Willow St, Suite 2  
Southborough, MA 01745  
800-876-0660 x 4515  
Submit online at: [efincp@efi.org](mailto:efincp@efi.org)

I certify that the sales data and other information included in this submittal as required under the MOU and more particularly Attachment D, is valid and accurately reflects the amount of the products purchased, the price charged for such products by Retailer, and sold through this promotion during the time period indicated, and that I have complied with all other requirements of Attachment D, the MOU, and the program. To the best of my knowledge, sales transactions for invoiced Products did not exceed the quantity limits set forth in Section IV of this MOU (20 single-bulb packages, 4 multi-bulb packages and 6 fixtures per residential customer transaction).

**Signature of Authorized Manufacturer Representative:**

\_\_\_\_\_ Date: \_\_\_\_\_

**Signature of Authorized Retailer Representative:**

\_\_\_\_\_ Date: \_\_\_\_\_

**Manufacturer must:**

- 1) Attach a completed Retailer Inventory and Sales Form signed by Retailer;
- 2) Attach Retailer's actual Point of Sale data, if available;





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**National Grid RI ENERGY STAR® Lighting Initiative  
Negotiated Cooperative Promotion**



**Memorandum of Understanding for MARKDOWN Promotion**

**MAXLITE / HARDWARE AND APPLIANCE MOU # 2021-338**

State: RI

**Markdown Program Period:**

<b>Markdown Start Date(s):</b>	<b>Markdown Program End Date(s)*:</b>
1/1/2021	12/31/2021

The collective group of independent retailers “Hardware and Appliance” (herein referred to as “Retailer”) and Maxlite (herein referred to as “Manufacturer”) and National Grid (hereafter referred to as the “Sponsor”) of the National Grid RI ENERGY STAR® Lighting Initiative agree to jointly participate in a *Markdown* program to promote the sale of the Manufacturer’s ENERGY STAR certified lighting products and Program certified Advanced Power Strips (“Products”) through the Retailer’s retail location(s) (“Promotion” or “Program”). The specific details of the Products and Promotion as agreed to by the Sponsor, Manufacturer, and Retailer are provided in Attachments A through E. The Manufacturer and Retailer agree to abide by the terms described in this Memorandum of Understanding (“MOU”) including all attachments and any subsequent amendments that may be issued, commencing on January 1, 2021 (“Effective Date”).

\* All Sponsor funding allocation amounts included in this MOU represent total allocations for products sold within the specified time periods between January 1, 2021 through December 31, 2021 (the “Promotion Period”); provided that certain Products are being removed from the Program during the term of this MOU, as set forth below. Sponsor will no longer pay incentives for such Products sold after the applicable effective date of removal (“Product Sale End Date”).

- Product Sale End Date for LED Bulbs (A-line and 3-Way), Specialty LEDs, LED Fixtures and Linear LEDs is September 30, 2021;
- Product Sale End Date for Advanced Power Strips is December 31, 2021.

Invoicing for any products sold by the applicable Product Sale End Date MUST be submitted within 30 days of the markdown program end date. MANUFACTURER AND RETAILER ACKNOWLEDGE AND AGREE THAT SPONSOR WILL HAVE NO INCENTIVE PAYMENT OBLIGATIONS FOR ANY PRODUCT SOLD AFTER THE APPLICABLE PRODUCT SALE END DATE.

**Attachment A: Negotiated Promotion Detail Worksheet.** Sets forth Product information including Model #, Measure, Watts, Lumens, Description, Rated Life (in hours), # of Bulbs or Fixtures per Pack, Regular Retail Price \$, Manufacturer Provided Discount/pkg, Manufacturer Incentive request of Sponsor/pkg, and Target Retail Price/pkg.

**Attachment B: Negotiated Marketing Plan.** Sets forth the marketing scope and schedule, and the total cost of marketing, the Sponsor’s contribution towards marketing costs, required documentation for validation, and any other details related to the Marketing Plan.

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**Attachment C: Participating Stores List.** Sets forth Retailer location(s) participating in the Sponsor’s service territory.

**Attachment D: Invoicing, Shipping and Sales Data.** Sets forth the requirements for submittal of supporting documentation to accompany the Invoice Submittal Form and provides a sample of an acceptable invoice and supporting documentation format. All claims submitted must include required documentation in approved formats in order for payment to be issued against this MOU.

**Attachment E: Invoice Submittal Form.** A completed form that is executed by both Manufacturer and Retailer must accompany each invoice package submittal for incentive payments under this MOU, together with the required documentation, including a Retailer Inventory and Sales Form signed by Retailer.

**Retailer and/or Manufacturer Requirements:**

**Retailer and/or Manufacturer must comply with all requirements set forth below in order to receive payment of incentives from the participating Sponsor.**

“Incentive Processor” and “Field Implementer” shall be as set forth in Section VIII below.

**I. ENERGY STAR Compliance**

- a) All lighting Products must comply with the ENERGY STAR specifications in effect and be listed on the ENERGY STAR website on the date of sale. If lighting Products are delisted during the Promotion, (i) such Products shall be removed from the Promotion in compliance with the delisting protocol from ENERGY STAR, and (ii) the Field Implementer, upon receipt of Sponsor’s approval, shall issue an amendment to this MOU removing the Product(s). Promptly following such amendment, the Field Implementer will provide an updated copy of this MOU to each party hereto.
- b) All lighting Products must be labeled with the ENERGY STAR mark.
- c) All Advanced Power Strips must comply with Program specifications detailed below. Any products that the Manufacturer wishes to add to the Promotion must comply with Program specifications and be cleared by the Main Contact prior to receiving incentives.
  - Be UL or ETL listed
  - Have at least a one year warranty
  - Carry an equipment protection guarantee of at least \$1,000
  - Consume less than one watt of stand-alone power
  - Allow for at least three peripheral devices to be connected
  - Be rated for 120 V and 15 amp service
  - Have a resettable circuit breaker
  - Have a control outlet and advanced sensing circuitry; will automatically shut off standby power to peripherals when the main component is turned off
  - Have an adjustable switching threshold
  - Tier 2 products must include an active power management feature such as an infrared (IR) or other sensor

**II. Marketing and Point of Purchase.**

All marketing plan details and obligations are set forth on Attachment B.

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### III. Product Change Requests

- a) On a limited basis, Manufacturer may request different or additional Products to be authorized for incentives. Such requests must be submitted to the Field Implementer and approved in advance, in writing, by the Sponsor. Manufacturer's request for authorization of additional Products eligible for incentives may be rejected by Sponsor, at their sole discretion.
- b) No claims for incentives submitted to the Incentive Processor will be approved for Products not listed on the MOU or any subsequent amendments adding new Products.
- c) Manufacturer will provide a written notice and description of any requested variation of Products authorized under Product Guidelines terms for which approval from Sponsor is being requested. All notices and inquiries should be sent via email to the Field Implementer with a minimum of ten (10) business days advance notice. If changes to this MOU are agreed to in writing by the Sponsor, the Manufacturer and the Retailer, the Field Implementer will notify the Incentive Processor.
- d) Requests for approval of additional Products to be authorized for incentive are limited to two per month and must comply with Product Guideline requirements.

### IV. Program Requirements and Incentive Documentation

- a) Products approved and outlined in Attachment A are intended for retail sale only and are not intended for non-retail distribution. Bulk purchases that exceed the following per-customer limits are not allowed and will not be honored: Retailer agrees to limit consumer purchases of authorized Products to 20 single-bulb packages, 4 multi-bulb packages, 6 fixtures and 6 Advanced Power Strips per residential customer transaction.
- b) Manufacturer will limit orders of Advanced Power Strips to no more than 48 total units per Retailer location during the Markdown Program Period, unless approved in writing by Field Implementer.
- c) The Sponsor has approved a maximum incentive for each Product detailed in Attachment A: *Negotiated Promotion Detail Worksheet*.
- d) Manufacturer must receive from Retailers, the following minimum contributions for each Product (by each individual bulb, fixture and/or Advanced Power Strip contained in each individual package) delivered to Retailers:
  - o for screw in bulbs, no less than \$0.10 per bulb;
  - o for fixtures (including Linear LED), no less than \$0.50 per fixture;
  - o for Advanced Power Strips, no less than \$.50 per unit.

In order to document ongoing compliance with this minimum contribution requirement, Manufacturer must include Retailer paid invoices with each claim for incentives submitted to the Incentive Processor, as further described in Attachment D.

- e) Retailer shall not charge more than the amount authorized for Products as set forth in Attachment A.
- f) Online sales of Products are prohibited.
- g) Loyalty card programs cannot be required for customer participation.
- h) Products may not be transferred from one retail location to a different retail location unless approved in advance in writing by the Field Implementer. All approved redistributions of Products by Retailer must be documented and submitted to Manufacturer for inventory record keeping.
- i) Invoices and required documentation (Attachments D – Sales Documentation and Attachment E – Invoice Submittal Form and supporting documentation) shall be provided monthly (but in no event less than quarterly) to the Incentive Processor, must be complete and accurate, and must be executed by either

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Retailer and Manufacturer, as applicable. Each submittal should contain sales for the invoiced period.  
**Sales data submitted that is more than a quarter old will not be guaranteed payment of Sponsor incentives and may only be paid out at the Sponsor's sole discretion.**

- j) Each Manufacturer claim for incentives submitted to the Incentive Processor **must include:**
1. **Manufacturer Summary Form**, which must be a Microsoft Excel file or other spreadsheet acceptable to the Incentive Processor in the format of the preapproved form included in Attachment D to this MOU, **reflect a summary of the Retailer Point-of-Sale ("POS") data for the reporting period in question and indicate the reporting period beginning and ending dates for the sales submitted.**
  2. **A standard Manufacturer invoice** with a unique invoice number and invoice date. The invoice must reference the applicable MOU number and list the number of units (packages) sold and incentive amounts requested by each Product model. Product models should match the Manufacturer model number that is listed in **Attachment A: Negotiated Promotion Detail Worksheet**; a brief description of the Product must also be included. All invoices should indicate the address to which the Manufacturer would like the payment sent.
  3. **Attachment E: Invoice Submittal Form**, completed and executed by the Manufacturer, with supporting documentation, including the **Retailer Inventory and Sales Form** signed by Retailer.
  4. **Attachment D: Supporting invoicing, shipping and sales information** that must match the format of the preapproved sample or form included in Attachment D to this MOU. **Satisfaction of the minimum contribution requirement must be evidenced by an invoice issued to Retailer and marked as paid by Manufacturer.** Point-of-Sale ("POS") reports from Retailers must clearly indicate the reporting period beginning and ending dates for the sales submitted. These dates should correspond with, or fall within, the Promotion Period start and conclusion dates as set forth above. **Shipping and POS data must identify the store(s) from which the units were sold and the locations must be identified in Attachment C.**
- k) Submittals shall be rejected by Incentive Processor, for Manufacturer's or Retailer's noncompliance with MOU requirements, including, without limitation, the following:
- o Incomplete submittals (e.g., missing signatures, sales information or shipping information)
  - o Sales reported are for Products from Retailer locations other than those specifically listed in Attachment C and approved in this MOU; or
  - o Claims are for Products not listed on the MOU or any subsequent amendments, including Products removed from the Promotion.
- l) Promotions will be evaluated and/or measured by volumes of sales achieved to determine the progress toward Sponsors' objectives. Failure to provide accurate or quality data in a timely manner will result in a "non-compliant" evaluation of the participants in the Promotion. If the Retailer and/or Manufacturer do not comply with the terms set forth in the MOU or do not deliver sufficient results in a timely manner, then the Sponsor reserves all contractual rights and remedies, including, without limitation, the right to reallocate the remaining funding on this MOU and the right to terminate the MOU specific to the noncompliant or underperforming party.
- m) The Sponsor reserves the right to terminate this MOU or the Promotion, in whole or in part, at any time and for any reason. Prior to termination, Sponsor will provide written notice (with at least ten (10) days prior written notice for termination for convenience). Sponsor agrees to pay the incentives as specified in Attachment A and any Amendments to this MOU on qualified Products sold prior to the date of termination, provided all other terms of this MOU are met and the required documentation is received by the Incentive Processor within one month after the date of termination. For the avoidance of doubt, if the Sponsor removes certain Products from the Promotion or terminate this MOU or the Promotion with

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respect to certain Products, incentives shall not be paid for sales of such Products consummated after the applicable Product Sale End Date.

- n) At any time, Sponsor or their designated representative shall, upon request, be provided access to Retailer's and Manufacturer's records and be provided with any additional information requested for review to verify the documentation submitted and that the proper charges and payments have been made in accordance with the Program requirements, the MOU for this Program or any related or prior Program the parties have participated in. Upon the completion of any such review, the recipient of any incentive payments from Sponsor based upon sales that Sponsor determine have not been substantiated with proper, accurate, and valid documentation, shall be responsible to reimburse Sponsor for such unsubstantiated payments within thirty (30) days of receipt of written request.

#### V. Payment Information

- a) Sponsor incentive funds to Manufacturer will be paid upon Incentive Processor's receipt and approval of **all required documentation**, including a completed and fully executed Schedule E and required supporting documentation as outlined in Attachment D: Invoicing, Shipping and Sales Data.
- b) An amount not to exceed the Maximum Incentive Amount set forth in Attachment A will be paid for Products sold. Amounts paid will be tracked by the Incentive Processor.
- c) Payment Schedule for Marketing or Advertising shall be as set forth in Attachment B.
- d) **Product Returns.** Sponsors' incentives paid to Manufacturer or Retailer, as applicable, on products purchased through this Promotion that are returned by customers must be credited by Manufacturer back to the Sponsor within thirty (30) days of the return. The credits must be included and itemized on the following monthly invoices and tied to the store where the product was originally purchased.

#### VI. Energy Benefits

It is understood that the participating Sponsor is entitled to 100% of the energy and capacity benefits associated with the energy efficiency products for which incentives are provided under this Program, excluding the value of the energy cost savings realized by the customer, but including all rights to all associated ISO-NE Energy Capacity and Reserves Products, and the Manufacturer and/or Retailer agree to provide the Sponsor with such further documentation as the Sponsor may request to confirm their ownership of such benefits.

#### VII. Mutual Confidentiality of Sponsor, Retailer and Manufacturer Proprietary Information

- a) Each party agrees that any information disclosed or conveyed to them by or on behalf of another party, whether in written, oral or other form, regarding incentive pricing, shipping information or volumes by retailer location, and sales volumes, hereinafter referred to as "Confidential Information," shall be kept strictly confidential, and used or disclosed only as provided in this Section VII.
- b) Confidential Information shall not include information that is, was or becomes (i) generally available to the public from a source other than the party it was disclosed or conveyed to under this MOU, or (ii) available to a party from a source other than the other parties to this MOU, provided that such source was not known by the party to be prohibited from disclosing such information by an obligation of confidentiality to another party to this MOU.
- c) Each party shall (i) use Confidential Information of another party only in connection with fulfilling its obligations under this MOU, and not for any other purpose; provided, however, that Sponsor also may use the Confidential Information for Program administration, compliance and reporting purposes, regulatory reporting, and public reporting in the aggregate or with privacy protections as determined by the Sponsor; (ii) use the same degree of care, but no less than a reasonable degree of care, as it uses to protect its own, similar confidential information, to protect the Confidential Information of another party, and (iii) upon the request of another party, promptly return or destroy such party's Confidential Information and all copies

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there, and if requested, certify to the destruction of such Confidential Information and copies thereof, provided that each party may retain electronic copies of Confidential Information stored in connection with its customary automated backup or archival procedures, or as required by Sponsor for Program reporting and record keeping, so long as such Confidential Information remains subject to provisions of this Section VII.

- d) Without the prior written consent of the other party, each party shall disclose the Confidential Information of another party only to (i) its officers, directors, employees, agents, contractors and advisors with a need to know such information and who have been directed to abide by the confidentiality obligations set forth in this Section VII, or (ii) the extent required by applicable law or the order or request of a government authority or other party in any court or regulatory proceeding, provided that to the extent permitted by law, the other party is given notice of such requirement prior to disclosure so that it may attempt to contest or limit the disclosure or obtain confidential treatment thereof. If, absent the entry of a protective order or receipt of a waiver, the receiving party is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the receiving party may disclose such Confidential Information to the persons and to the extent required without liability under this Agreement.
- e) Each party shall retain ownership of all Confidential Information and intellectual property referred to in this Agreement. Sponsor shall own exclusively all rights in ideas, strategies, plans, and data (other than Manufacturer and Retailer Confidential Information related to Products) related to the Program, including all proprietary information and other intellectual property rights. Except as set forth in this Agreement, nothing in this Agreement shall be deemed to grant a license directly or by implication, estoppel, or otherwise, although the parties may provide for such a license in an express written agreement.
- f) Each party agrees that it will be responsible for any breach of the provisions of this Section VII by its Representatives.

**VIII. Contact Information**

FIELD IMPLEMENTER	INCENTIVE PROCESSOR (For Incentive Payment Submission)
Daniel Krasowsky <a href="mailto:DKrasowsky@trccompanies.com">DKrasowsky@trccompanies.com</a> Cell: 774-245-8657	Energy Federation, Inc. 1 Willow St, Suite 2 Southborough, MA 01745 800-876-0660 x 4515 Submit online at: <a href="mailto:efincp@efi.org">efincp@efi.org</a>
MANUFACTURER / RETAILER CONTACT FOR PROMOTION	
James Poynton Maxlite JPoynton@maxlite.com Office: 708-921-9665	

**IX. FUNDING**

- a) The Sponsor agrees to allocate funds based on their program goals and the funding available in their energy efficiency plans filed with the regulators, as described in Attachment A. **Manufacturer and Retailer must carefully monitor and stay within the allocation and pricing limits set by the Sponsor (as set forth on Attachment A), including the individual Retailer location allocations (as set forth on Attachment C). Sponsor shall not pay incentives beyond applicable allocation limits.** The Sponsor agrees to pay incentives to Manufacturer for Program and MOU compliant and valid submissions by

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Manufacturer with accurate documentation from Retailer for Products sold by Retailer from locations within their Rhode Island service territory.

- b) The total submissions by Manufacturer from each Sponsor’s territory cannot exceed the individual Sponsor allocations as indicated on the “Total Funding” column in the table set forth on Attachment A, and the individual Retailer location allocations set forth on Attachment C, unless agreed to in advance in writing through amendments to this document.
- c) Each Sponsor has its own funding budgets. The funding amounts indicated on Attachment A are not transferable between Sponsors or Retailer locations. Submittals for claims from each Sponsor’s service territory must be tracked separately against the funding amount provided by each individual Sponsor and each individual Retailer location.
- d) Any submissions for payment that exceed the allocation limit for the applicable Sponsor or individual Retailer location are not guaranteed payment of Sponsor incentives.
- e) Sponsor reserves the right to adjust or withdraw funding or terminate this MOU in the event of noncompliance by Manufacturer or Retailer with the terms of this MOU, the Program or other factors, in Sponsors’ sole discretion, upon prior written notice.

**X. MISCELLEANOUS**

- a) Notwithstanding anything to the contrary in this MOU, no party shall make any claims, representations, or warranties on behalf of another party.
- b) The relationship between the parties will be of independent contractors. Nothing contained herein will be construed to imply a joint venture, principal, or agent relationship, partnership, or other joint relationship. In carrying out its obligations under this MOU, each party agrees to comply with the MOU, Program requirements and applicable requirements of all laws, statutes, acts, ordinances, regulations, codes and standards of federal, state, and local governments, and all agencies thereof.
- c) This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles.
- d) Retailer and Manufacturer may not assign this MOU or any of their respective obligations thereunder without Sponsors’ prior written consent.
- e) This MOU and its Attachments constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements, negotiations, discussions and understandings, whether written or oral. No modifications or amendments to this MOU will be binding upon another party unless such modifications or amendments are expressly set forth in a written instrument executed by the parties, provided that, Sponsor may issue an amendment to this MOU for purposes of delisting Products from the Promotion pursuant to Section 1(a) unilaterally, by the Field Implementer on behalf of the parties hereto.



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**Memorandum of Understanding for MARKDOWN promotion**

**MAXLITE / HARDWARE AND APPLIANCE MOU # 2021-338**

**State: RI**

<b>Markdown Start Date(s):</b>	<b>Markdown Program End Date(s):</b>
<b>1/1/2021</b>	<b>12/31/2021</b>

Incentive to be paid to: Manufacturer  Retailer

Make Checks payable to:	MAXLITE, LLC 12 YORK AVE WEST CALDWELL, NJ 07006 ATTN: ACCOUNTS RECEIVABLE
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*By signing below, the parties acknowledge that they have read and understand the requirements for participating in this joint buydown promotion and agree to abide by these requirements to the best of their ability.*

**Retailer:**

**Manufacturer:**

**MARC ADLER**  
\_\_\_\_\_  
Print Name, Title (Date)  
MARC ADLER  
MARC ADLER (Mar 17, 2021 14:45 EDT)  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Address  
( )  
\_\_\_\_\_  
Phone  
( )  
\_\_\_\_\_  
Fax  
miadler@aol.com  
\_\_\_\_\_  
Email Address

James M Poynton, Director 3/15/2021  
\_\_\_\_\_  
Print Name, Title (Date)  
James M Poynton  
\_\_\_\_\_  
Signature  
12 York Av W Caldwell NJ 07006  
\_\_\_\_\_  
Address  
( ) 708-921-9665  
\_\_\_\_\_  
Phone  
( )  
\_\_\_\_\_  
Fax  
JPoynton@Maxlite.com  
\_\_\_\_\_  
Email Address

Elizabeth H. Terry  
Elizabeth H. Terry (Mar 30, 2021 16:16 EDT)  
\_\_\_\_\_  
Elizabeth Terry (Date)  
Narragansett Electric  
d/b/a National Grid Rhode Island (NGRID RI)

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## Attachment A: Negotiated Promotion Detail Worksheet and Program Funding

**Manufacturer:** Maxlite

**Retailer:** Hardware and Appliance

Model #	Measure	Watts	Lumens	Description	Rated Life (in hours)	# of Bubs or Fixtures per Pack	Regular Retail Price	Manufacturer Provided Discount/pkg	Net Wholesale Price/pkg	Manufacturer Incentive Request of Sponsor(s)/pkg	Target Retail Pricing/pkg
14A19/3W27/2P/W5	LED Bulb	14	1500	14W 2700K 1500L 3-WAY 2PK Wing Stack	25000	2	\$17.99	\$11.00	\$6.99	\$5.00	\$1.99
14A19/3W50/2P/W5	LED Bulb	14	1500	14W 5000K 1500L 3-WAY 2PK Wing Stack	25000	2	\$17.99	\$11.00	\$6.99	\$5.00	\$1.99
APS-8/1350J	Advanced Power Strip	N/A	N/A	Tier 1 Advanced Power Strip, 8 Outlet, 1350J	N/A	1	\$24.99	\$8.00	\$16.99	\$15.00	\$1.99
DTDA19ND27	LED Bulb	9	800	9W A19 DUSK TO DAWN NON-DIM 2700K	25000	1	\$12.99	\$10.25	\$2.74	\$1.75	\$0.99
E10A19D27/4P/W51	LED Bulb	10	1100	10W 1100L 2700K A19 DIM 4PK Wing Stack	25000	4	\$19.99	\$11.00	\$8.99	\$7.00	\$1.99
E10A19D50/4P/W51	LED Bulb	10	1100	10W 1100L 5000K A19 DIM 4PK Wing Stack	25000	4	\$19.99	\$11.00	\$8.99	\$7.00	\$1.99
E15A19D27/4P/W51	LED Bulb	15	1600	15W 1600L 2700K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
E15A19D27/4P/W51S	LED Bulb	15	1600	15W 1600L 2700K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
E15A19D50/4P/W51	LED Bulb	15	1600	15W 1600L 5000K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
E15A19D50/4P/W51S	LED Bulb	15	1600	15W 1600L 5000K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
E5.5A19D27/4P/W5	LED Bulb	6	450	5.5W 450L 2700K A19 DLED 4PK WING STACK	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
E5.5A19D50/4P/W5	LED Bulb	6	450	5.5W 450L 2700K A19 DLED 4PK WING STACK	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
E9A19D27/4P/W51	LED Bulb	9	800	9W 800L 2700K A19 DLED 4PK Wing Stack	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
E9A19D50/4P/W51	LED Bulb	9	800	9W 800L 5000K A19 DLED 4PK Wing Stack	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
E9A19D27/4P/W51T	LED Bulb	9	800	9W 800L 2700K A19 DLED 4PK Wing Stack	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
E9A19D50/4P/W51T	LED Bulb	9	800	9W 800L 5000K A19 DLED 4PK Wing Stack	25000	4	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
EFF10A19D27/4P/W5	LED Bulb	10	1100.0	10W 1100L 2700K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$8.00	\$11.99	\$10.00	\$1.99
EFF10A19D50/4P/W5	LED Bulb	10	1100.0	10W 1100L 5000K A19 DLED 4PK Wing Stack	25000	4	\$19.99	\$8.00	\$11.99	\$10.00	\$1.99
EFF13A21D27/4P/W5	LED Bulb	13	1600.0	13W 1600L 2700K A19 DLED 4PK Wing Stack	25000	4	\$24.99	\$3.00	\$21.99	\$10.00	\$1.99
EFF13A21D50/4P/W5	LED Bulb	13	1600.0	13W 1600L 5000K A19 DLED 4PK Wing Stack	25000	4	\$24.99	\$3.00	\$21.99	\$10.00	\$1.99
EFF4.5G25D27/3P/W5	Specialty LED	4.5	500	4.5W 500L 2700K G25 DLED 3PK Wing Stack	15000	3	\$14.99	\$5.50	\$9.49	\$7.50	\$1.99
EFF3.5B1027C/3P/W5	Specialty LED	3.5	325.0	3.5W 325L 2700K B10 DLED 3PK Wing Stack	15000	3	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
EFF3.5BA1027C/3P/W5	Specialty LED	3.5	325.0	3.5W 325L 2700K BA10 DLED 3PK Wing Stack	15000	3	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
EFF5B1027C/3P/W5	Specialty LED	5	525.0	5W 525L 2700K B10 DLED 3PK Wing Stack	15000	3	\$16.99	\$7.50	\$9.49	\$7.50	\$1.99
EFF5BA1027C/3P/W5	Specialty LED	5	525.0	5W 525L 2700K BA10 DLED 3PK Wing Stack	15000	3	\$16.99	\$7.50	\$9.49	\$7.50	\$1.99
F4B10D27/3P/W5	Specialty LED	4	300.0	4W 300L 2700K B10 DLED 3PK WING STACK	15000	3	\$14.99	\$7.00	\$7.99	\$6.00	\$1.99
ML2E242TRN127-V2	LED Fixture	24	1670	24W 1670L 2700K MUSHROOM FLUSH CEILING NICKEL	25000	1	\$39.99	\$21.00	\$18.99	\$9.00	\$9.99
ML2E242TRN127-V3	LED Fixture	24	1670	24W 1670L 2700K MUSHROOM FLUSH CEILING NICKEL	25000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2E242TRWH27-V2	LED Fixture	24	1670	24W 1670L 2700K MUSHROOM FLUSH CEILING WHITE	25000	1	\$39.99	\$16.00	\$23.99	\$9.00	\$14.99
ML2LAMPVWH209CS	LED Fixture	20	1400	20W 1400L ANY KELVIN 13" PUFF CEILING WHITE	54000	1	\$39.99	\$6.00	\$33.99	\$9.00	\$24.99
ML2LAMABN209CS	LED Fixture	20	1400	20W 1400L ANY KELVIN 13" ARCH CEILING WHITE	54000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML2LAMPVWH18827	LED Fixture	17	1440	17W 1440L 2700K CLOUD CEILING FIXTURE	50000	1	\$39.99	\$6.00	\$33.99	\$9.00	\$24.99
ML2LASPRBZ14827	LED Fixture	14	996	14W FLUSHMOUNT LED FIXTURE	50000	1	\$39.99	\$6.00	\$33.99	\$9.00	\$24.99
ML4LE109SPLBK2	LED Fixture	9	550	9W Outdoor Residential Lantern	25000	1	\$29.99	\$11.00	\$18.99	\$9.00	\$9.99
ML4LE171RLBK27MSC-V3	LED Fixture	17	1600	17W Wall Mount Lantern	25000	1	\$39.99	\$6.00	\$33.99	\$9.00	\$24.99
ML4LS12MOLB	LED Fixture	10	541	10W Outdoor Residential Lantern	25000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML4LS14SOLBPC	LED Fixture	14	1165	14W Outdoor Residential Lantern Photo cell	25000	1	\$39.99	\$11.00	\$28.99	\$9.00	\$19.99
ML7L4USB30BK	LED Fixture	4	220	7W LED Desk Lamp	50000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
ML7L4USB30BL	LED Fixture	4	220	DESK LAMP LED 3.5W 3000K BLUE FINISH	25000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99
ML7L4USB30BU	LED Fixture	4	220	DESK LAMP LED 3.5W 3000K BURGUNDY FINISH	25000	1	\$19.99	\$9.00	\$10.99	\$9.00	\$1.99

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MOU Type #1	Product Description	Quantity	Unit Price	Total Price	Marketing Allocation (from Attachment B)	Total Funding*
ML7L4USB30GR	LED Fixture	4	220	DESK LAMP LED 3.5W 3000K GREEN FINISH	1	\$1.99
ML7L4USB30PK	LED Fixture	4	220	DESK LAMP LED 3.5W 3000K PINK FINISH	1	\$1.99
ML7L4USB30WH	LED Fixture	4	220	7W LED Desk Lamp	1	\$1.99
ML7LA4S30BK	LED Fixture	4	225	7W LED Desk Lamp	1	\$1.99
ML7LA4S30BL	LED Fixture	4	225	7W LED Desk Lamp	1	\$1.99
ML7LA4S30BU	LED Fixture	4	225	7W LED Desk Lamp	1	\$1.99
ML7LA4S30GR	LED Fixture	4	225	7W LED Desk Lamp	1	\$1.99
ML7LA4S30PK	LED Fixture	4	225	7W LED Desk Lamp	1	\$1.99
ML7LA4S30WH	LED Fixture	4	225	7W LED Desk Lamp	1	\$1.99
ML8E303TUBZ27-V2	LED Fixture	30	2400	30W LED TULIP VANITY	1	\$59.99
ML8E303TUNH27-V2	LED Fixture	30	2400	30W LED TULIP VANITY	1	\$54.99
ML8E303TUWH27-V2	LED Fixture	30	2400	30W LED TULIP VANITY	1	\$54.99
ML9E101CCNH27-V2	LED Fixture	10	800	WALL SCONCE CONTEMPORARY NICKEL FINISH	1	\$24.99
ML9E101CCWH27-V2	LED Fixture	10	800	WALL SCONCE CONTEMPORARY WHITE FINISH	1	\$24.99
ML9LA17LCNBH927	LED Fixture	17	1,540	17W LED WALL SCONCE	1	\$59.99
ML9LAFBN09827	LED Fixture	9	550	12" LED FLEMING WALL SCONCE 9W 80 CRI 2700K BRUSHED NICKEL	1	\$39.99
ML9LARBN23830	LED Fixture	23	1610	23W 1610L 3000K WALL SCONCE BRUSHED NICKEL	1	\$49.99
SL-48231-50	Linear LED	23	2400	SHOP LIGHT 23" 40W 120V 5000K	1	\$29.99
SL-48421-50	Linear LED	42	4300	SHOP LIGHT 48" 40W 120V 5000K	1	\$39.99

The participating Sponsor agrees to fund this MOU as follows:

Sponsor	Manufacturer	Retailer	Product Allocation	Marketing Allocation (from Attachment B)	Total Funding*
NGRID RI	Maxlite	Hardware and Appliance	\$110,500.00	\$0.00	\$110,500.00

\*The Total Funding provided by the participating Sponsor in the table above, is equal to the combined allocations for all individual Retailer locations within the Sponsor's service territory as detailed in Attachment C. Manufacturer must track Product shipments and sales per Sponsor and each individual Retailer location to ensure Total Funding is not exceeded.

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**Attachment B: Negotiated Marketing Plan**

**Manufacturer:** Maxlite  
**Sponsor:** NGRID RI  
**Retailer:** Hardware and Appliance

**Start and End date(s) of marketing:** 1/1/2021 – 12/31/2021

**1. Marketing Plan Overview (insert description)**

**POP and Signage**

Type of POP	Description
Special Packaging	
Displays	
Signage	
Others:	

**2. Terms and Conditions for Marketing (revised as needed and applicable)**

- a) Retailer and Manufacturer shall execute the marketing plans set forth in this *Attachment B: Negotiated Marketing Plan* and send hard copy and/or email examples of all final, approved Point of Purchase (“POP”) marketing and advertising materials to the Field Implementer. Any alterations to such plans must be reviewed and approved by the Field Implementer prior to implementation. As a condition to payment, Manufacturer must send proposed advertising to the Field Implementer for approval at least ten (10) days prior to placement. Samples of product packaging, signage, POP materials, print advertisements, and other materials that accompany this Promotion shall be sent to the Field Implementer within thirty (30) days of such materials’ placement.
- b) Retailer and Manufacturer shall incorporate Sponsors’ branding elements (names and logos) that comply with Sponsors’ requirements and brand standards in POP marketing and advertising materials (as detailed in the NCP package *Brand Guidelines*, a copy of which can be requested through the Field Implementer, and which may be updated from time to time by the Sponsor).
- c) Neither Manufacturer nor Retailer shall use any POP marketing and advertising material not approved by Sponsor, and upon any Sponsor’s request, must promptly remove and cease use of any unapproved POP marketing and advertising materials.
- d) All POP marketing and advertising materials, including, without limitation, anything using the names or logos of the Sponsor, must be approved by the Sponsor in writing prior to going to production. Marketing materials are to be provided, via email, to the Field Implementer referred to in Section VIII of this MOU.
- e) Sponsor will not provide payments for POP marketing and advertising materials printed, published, displayed, or otherwise developed or used that do not comply with the foregoing and/or have not been preapproved by the Sponsor.
- f) Send proof of advertising (i.e., newspaper tear sheet, radio sound file, etc.) and documentation of direct actual cost for such advertising (without markup) (i.e., shipping receipts, costs for displays and endcaps and any advertising), and invoice for such direct, actual cost to Field Implementer for payment once advertisement runs. Payment contribution will be issued as outlined in this *Attachment B: Negotiated Marketing Plan*. The Field Implementer will review the submission for approval and then forward to the Incentive Processor for processing and payment.

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- g) Sponsor and manufacturers may have separate agreements for marketing events and will be addressed in separate marketing agreements.
- h) As a condition to payment, Manufacturer must send proposed advertising to the Field Implementer for approval at least ten (10) days prior to placement. Send proof of advertising (i.e., newspaper tear sheet, radio sound file, etc.) and documentation of direct actual cost for such advertising (without markup)), and an invoice for such direct, actual cost shall be sent to the Field Implementer for payment once the advertisement runs. Payment will be issued as outlined in Attachment B: Negotiated Marketing Plan. The Field Implementer will review the submission and forward to the Incentive Processor for processing and payment.

### 3. Advertising Activities and Schedule

Sponsor	Description of Marketing	Total Cost of Marketing	Sponsor Contribution
NGRID RI		\$0.00	\$0.00

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**Attachment C: Participating Stores List**

**Manufacturer:** Maxlite

**Sponsor:** NGRID RI

**Retailer:** Hardware and Appliance

Store #	Store Name	Address	City	State	Zip	Sponsor	Total Product Allocation
-	Adlers	173 Wickendon Street	Providence	RI	02903	NGRID RI	\$18,000

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## Attachment D: Invoicing and Sales Data

The following forms/samples must be submitted and approved by the Field Implementer prior to execution of this MOU:

1. A standard Manufacturer invoice meeting the requirements of Section IV(i) of this MOU ;
2. Manufacturer Summary Form in Microsoft Excel or other approved spreadsheet format, reflecting Retailer POS data for the reporting period in question and meeting the requirements of Section IV(i) of this MOU;
3. Proof of Sales:
  - a. A sample of data provided by Retailer from Retailer's POS/accounting system in its native format; or
  - b. Standard Retailer Inventory and Sales Form signed by Retailer stating the quantity of product sold during the prior month and/or the inventory remaining.
4. Proof of Shipping: Shipping documentation showing product volumes delivered for any product shipped to Retailer during prior month; if no shipment occurred during the invoice period, indicate date of last shipment;
5. Proof of Contribution: Invoices issued from the Manufacturer to the Retailer, and marked as paid by the Manufacturer confirming the minimum contribution requirement was satisfied: \$0.10 per individual screw in bulb, \$0.50 per individual fixture, and \$.50 for each individual Advanced Power Strip.
6. Samples of other data, if applicable, in support of the invoicing process.

**All information set forth above must be (i) provided by Retailer to Manufacturer for submission to Incentive Processor with each payment claim submitted, (ii) valid and accurate and (iii) exactly in the format of the sample submitted and preapproved by the Field Implementer. Any changes to this format must be approved by the Field Implementer in advance in order for claims to be processed.**

Customer #	Customer Name	Ship to Address	City	State	Zone #	Item Description	Zone #	Quantity	Unit #	Line #	U. PRICE	Quantity	U. PRICE
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	25	87.50	8	87.50	25	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	7	87.50	8	87.50	7	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	10	87.50	8	87.50	10	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	20	87.50	8	87.50	20	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 15000 15000	2342	5	87.50	8	87.50	5	87.50
28710	SCHEPERS HARDWARE C	200 WASHINGTON BRIDGEWAY	PROVIDENCE	RI	2342	15W 480V 480V 15000 150							

Markdown MOU Type #1	Maxlite Hardware and Appliance RI MOU 2021 338
Page 15 of 16	MOU Effective Date: 1/1/2021

**Attachment E: Invoice Submittal Form**

**National Grid RI ENERGY STAR<sup>®</sup>  
Residential Lighting Program**

**Invoice Submittal Form  
MOU# 2021-338**

**RETAILER AND MANUFACTURER SIGNATURES ARE REQUIRED TO PROCESS THIS  
SUBMITTAL. SUBMITTALS WITHOUT BOTH SIGNATURES WILL BE REJECTED.**

**Manufacturer: Maxlite**

**Retailer:** \_\_\_\_\_

**Store #:** \_\_\_\_\_ **Retailer Location:** \_\_\_\_\_

**For the Period (start/end date):** \_\_\_\_\_

**Please forward this form and supporting documentation to:** Energy Federation, Inc.  
1 Willow St, Suite 2  
Southborough, MA 01745  
800-876-0660 x 4515  
Submit online at: [efincp@efi.org](mailto:efincp@efi.org)

I certify that the sales data and other information included in this submittal as required under the MOU and more particularly Attachment D, is valid and accurately reflects the amount of the products purchased and contribution amounts paid for by the Retailer, the price charged for such products by Retailer, and sold by Retailer through this promotion during the time period indicated, and that I have complied with all other requirements of Attachment D, the MOU, and the program. To the best of my knowledge, sales transactions for invoiced Products did not exceed the quantity limits set forth in Section IV of this MOU (20 single-bulb packages, 4 multi-bulb packages, 6 fixtures and 6 Advanced Power Strips per residential customer transaction).

**Signature of Authorized Manufacturer Representative:**

Date: \_\_\_\_\_

**Manufacturer must attach:**

- 1) Standard Manufacturer invoice;
- 2) Manufacturer Summary Form;
- 3) Retailer Inventory and Sales Form, completed signed by Retailer;
- 4) Retailer's actual Point of Sale data, if available;
- 5) Attach shipping information such as an aggregated shipping report, picking/packing slips, and/or bills of lading;
- 6) Paid invoices from the Manufacturer to the Retailer confirming a minimum contribution per Product (unit); and





The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)  
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Responses to the Division's First Set of Post-Decisional Data Requests  
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Division 1-23

Request:

Exhibit C-1, the EFI Payment Processing Checklist of Upstream Lighting Program-Energy Efficiency outlines a series of responsibilities for Program Managers to execute prior to approval of invoices. Is this a new form of a Payment Processing Checklist? If not, please provide the prior Payment Processing Checklist and highlight on the new Payment Processing Checklist where the changes have occurred.

Response:

The EFI Payment Processing Checklist of Upstream Lighting Program-Energy Efficiency ("Checklist") was implemented in 2021. Prior to the Checklist, the program manager reviewed vendor submissions through the InDemand tracking system without the assistance of a formal checklist.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
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Division 1-24

Request:

Exhibit C-2, the RCS & RCD/HES Payment Processing Checklist outlines a series of responsibilities for Program Managers to execute prior to approval of invoices. Is this a new form of a RCS & RCD/HES Payment Processing Checklist? If not, please provide the prior Payment Processing Checklist and highlight on the new Payment Processing Checklist where the changes have occurred.

Response:

The RCS & RCD/HES Payment Processing Checklist ("Checklist") was implemented in 2021. Prior to the Checklist, the program manager reviewed vendor submissions through the InDemand tracking system without the assistance of a formal checklist.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)  
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Division 1-25

Request:

Exhibit C-3, the EFI Payment Processing Checklist of for the Residential Gas Heating & Water Heating Program outlines a series of responsibilities for Program Managers to execute prior to approval of invoices. Is this a new form of the EFI Payment Processing Checklist of for the Residential Gas Heating & Water Heating Program? If not, please provide the prior Payment Processing Checklist and highlight on the new Payment Processing Checklist where the changes have occurred.

Response:

The EFI Payment Processing Checklist for the Residential Gas Heating & Water Heating Program ("Checklist") was formally introduced and developed throughout 2020, and then implemented in 2021. Prior to the Checklist, the program manager reviewed vendor submissions through the InDemand tracking system without the assistance of a formal checklist.

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Division 1-26

Request:

Did the forensic consultant interview anyone outside the company, including vendors, the incentive processor or the field implementer? If not, why not?

Response:

The forensic consultant retained by The Narragansett Electric Company ("Narragansett") performed an in-depth transactional analysis of invoices and email messages to determine how much "out-of-period" invoicing occurred in the energy efficiency programs and, if so, what effect it had. The forensic consultant's initial analysis of historical data determined that various energy efficiency programs within Narragansett were affected by "out-of-period" invoicing. Outside interviews were not needed to confirm or calculate the effect.

The Narragansett Electric Company  
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Division 1-27

Request:

Did the forensic consultant seek or secure any records outside the company, including vendors, the incentive processor or the field implementer? If not, why not?

Response:

For Phase 1 of its investigation, The Narragansett Electric Company ("Narragansett") obtained and provided to the forensic consultant supporting documentation (e.g., transaction data, manufacturer invoices) from Energy Federation Inc. ("EFI"), the third-party program administrator for the Rhode Island Residential Upstream Lighting Energy Efficiency Program (the "Program"). EFI became the program administrator for the Program in 2016. Prior to 2016, a different program administrator was used by Narragansett. Narragansett approached this entity and was told that those records no longer existed.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
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Division 1-28A

Request:

Please provide a comprehensive list of all names on all the emails submitted this far in response to data requests. On that list, please identify the named individual's affiliation and title, and current status (ie, Company employee, vendor, etc.) and assign a number to each name. (Example follows)

Company Employee #	Name	Title	Former or current employee?
Vendor X, Employee #	Name	Title	Former or current employee/principal

This request is a continuing request. Should future data requests result in additional emails with new names, this list should be updated with each data response that produces new names on emails.

Response:

Attachment DIV 1-28A-1 (Confidential) provides the names of employees that worked for The Narragansett Electric Company and National Grid USA, along with the requested information, using National Grid Service Company, Inc.'s records. Attachment DIV 1-28A-2 provides the names of identifiable employees of program vendors, as well as names where an affiliation could not be identified.

Employee Number	Employee Last Name	Employee Maiden Name (if applicable)	Employee First Name	Company Affiliation	Former or Current Employee	Job Title (Job Class Description)
1				NGUSA Service Company	Current	US DIRECTOR UK SENIOR MANAGER CUSTOMER COMMUNICATIONS & INSIGHTS
2				NGUSA Service Company	Current	LEAD SPECIALIST CEI
3				NGUSA Service Company	Former	TECHNOLOGY SUPPORT CONSULTANT
4				Narragansett Electric Co	Conveyed to PPL	
5				NGUSA Service Company	Current	LEAD REPRESENTATIVE SALES
6				NGUSA Service Company	Current	SENIOR ANALYST FINANCE SERVICES
7					Former	
8				NGUSA Service Company	Former	LEAD SALES REPRESENTATIVE
9				NGUSA Service Company	Former	DIRECTOR PROJECT PLANNING & REGS
10				NGUSA Service Company	Former	CONTRACTOR
11				NGUSA Service Company	Current	LEAD SPECIALIST SALES
12				Niagara Mohawk Power Corp	Former	LEAD REPRESENTATIVE SALES
13				NGUSA Service Company	Current	LEAD PROGRAM MANAGER PROJECT MANAGEMENT
14				NGUSA Service Company	Current	LEAD ENGINEER ENGINEERING PROJECT/PROGRAM MANAGEMENT
15				NGUSA Service Company	Current	LEAD PROGRAM MANAGER
16				NGUSA Service Company	Current	SENIOR SUPERVISOR FINANCE SERVICES
17				NGUSA Service Company	Former	LEAD ANALYST REGULATORY DELIVERY & STRATEGY
18				NGUSA Service Company	Former	MANAGER SALES
19				NGUSA Service Company	Former	MANAGER
20				NGUSA Service Company	Current	LEAD ANALYST SYSTEM MANAGEMENT
21				NGUSA Service Company	Former	CONTRACTOR
22				NGUSA Service Company	Former	OPERATIONS CLERK
23				NGUSA Service Company	Current	CONTRACTOR
24				NGUSA Service Company	Current	LEAD ANALYST
25				NGUSA Service Company	Current	SENIOR REPRESENTATIVE SALES
26					Former	SENIOR ANALYST
27				NGUSA Service Company	Former	LEAD ANALYST EVALUATION MEASUREMENT & VERIFICATION
28				NGUSA Service Company	Former	MANAGER
29				NGUSA Service Company	Former	LEAD REPRESENTATIVE SALES
30				NGUSA Service Company	Current	COORDINATOR PROJECT MANAGEMENT
31				NGUSA Service Company	Former	SENIOR ACCOUNT MANAGER CUSTOMER CONNECTIONS
32				NGUSA Service Company	Former	SENIOR PROGRAM MANAGER
33				NGUSA Service Company	Former	MANAGER
34				NGUSA Service Company	Current	LEAD ANALYST CUSTOMER ENERGY MANAGEMENT
35				NGUSA Service Company	Current	LEAD SPECIALIST PROJECT MANAGEMENT
36				NGUSA Service Company	Former	SENIOR ANALYST
37				NGUSA Service Company	Former	US DIRECTOR UK SENIOR MANAGER STAKEHOLDER ENGAGEMENT & CREATIVE SERVICES
38				Narragansett Electric Co	Conveyed to PPL	LEAD SPECIALIST PROJECT MANAGEMENT
39				Narragansett Electric Co	Conveyed to PPL	LEAD REPRESENTATIVE SALES
40				NGUSA Service Company	Current	MANAGER STAKEHOLDER ENGAGEMENT
41				NGUSA Service Company	Current	LEAD ANALYST PROCESS & PERFORMANCE REPORTING
42				NGUSA Service Company	Current	MANAGER PROJECT MANAGEMENT
43				Narragansett Electric Co	Conveyed to PPL	SENIOR ANALYST PROCESS & PERFORMANCE REPORTING
44				NGUSA Service Company	Current	CONTRACTOR
45				NGUSA Service Company	Current	LEAD ANALYST EVALUATION MEASUREMENT & VERIFICATION
46				NGUSA Service Company	Former	LEAD PROGRAM MANAGER
47				NGUSA Service Company	Current	LEAD ANALYST CUSTOMER ENERGY MANAGEMENT
48				NGUSA Service Company	Current	PRINCIPAL PROGRAM MANAGER PROJECT MANAGEMENT
49				NGUSA Service Company	Former	MANAGER
50				Narragansett Electric Co	Conveyed to PPL	SENIOR ANALYST EVALUATION MEASUREMENT AND VERIFICATION
51				NGUSA Service Company	Current	MANAGER CATEGORY MANAGEMENT
52				NGUSA Service Company	Current	VICE PRESIDENT RESOURCE MANAGEMENT GAS
53				NGUSA Service Company	Current	LEAD ANALYST EVALUATION MEASUREMENT AND VERIFICATION
54				NGUSA Service Company	Former	SENIOR SALES REPRESENTATIVE
55				NGUSA Service Company	Current	MANAGER CUSTOMER INSIGHTS
56				NGUSA Service Company	Current	MANAGER DIGITAL DELIVERY
57				NGUSA Service Company	Current	SENIOR SPECIALIST SALES



58					SENIOR SPECIALIST CEI	Current		SENIOR ANALYST SYSTEM MANAGEMENT
59					INGUSA Service Company	Current		MANAGER EVALUATION MEASUREMENT AND VERIFICATION
60					INGUSA Service Company	Current		SENIOR BA BUSINESS ANALYSIS
61					Narragansett Electric Co	Former		LEAD ANALYST PROCESS & PERFORMANCE REPORTING
62					INGUSA Service Company	Current		TECHNOLOGY SUPPORT CONSULTANT
63					INGUSA Service Company	Former		VICE PRESIDENT CUSTOMER SOLUTIONS
64					Narragansett Electric Co	Former		MANAGER SALES
65					INGUSA Service Company	Current		SENIOR SPECIALIST CEI
66					INGUSA Service Company	Former		LEAD REPRESENTATIVE SALES
67					INGUSA Service Company	Former		MANAGER
68					Narragansett Electric Co	Former		LEAD ACCOUNT MANAGER CUSTOMER CONNECTIONS
69					INGUSA Service Company	Current		ENGINEERING MANAGER ENGINEERING PROJECT/PROGRAM MANAGEMENT
70					INGUSA Service Company	Current		LEAD ANALYST EVALUATION MEASUREMENT AND VERIFICATION
71					INGUSA Service Company	Former		CONTRACTOR
72					INGUSA Service Company	Current		LEAD REPRESENTATIVE SALES
73					INGUSA Service Company	Current		ANALYST PROJECT MANAGEMENT
74					INGUSA Service Company	Conveyed to PPL		
75					Narragansett Electric Co	Current		LEAD ANALYST EVALUATION MEASUREMENT & VERIFICATION
76					INGUSA Service Company	Former		MANAGER CUSTOMER CONNECTIONS
77					INGUSA Service Company	Former		MANAGER SALES
78					Narragansett Electric Co	Former		LEAD REPRESENTATIVE SALES
79					INGUSA Service Company	Conveyed to PPL		
80					Narragansett Electric Co	Former		LEAD ENGINEER
81					INGUSA Service Company	Current		MANAGER CUSTOMER ENERGY MANAGEMENT
82					INGUSA Service Company	Current		LEAD ANALYST CUSTOMER ENERGY MANAGEMENT
83					Narragansett Electric Co	Conveyed to PPL		LEAD MARKETING ANALYST MARKETING
84					INGUSA Service Company	Current		MANAGER CUSTOMER CONNECTIONS
85					INGUSA Service Company	Current		LEAD REPRESENTATIVE SALES
86					Narragansett Electric Co	Conveyed to PPL		LEAD ENGINEER ELECTRIC PLAN & DESIGN
87					INGUSA Service Company	Former		CONTRACTOR
88					INGUSA Service Company	Current		US DIRECTOR UK SNR MANAGER TECHNOLOGY & INNOVATION
89					Narragansett Electric Co	Conveyed to PPL		SENIOR SPECIALIST PROJECT MANAGEMENT
90					INGUSA Service Company	Current		LEAD BUYER CATEGORY MANAGEMENT
91					INGUSA Service Company	Former		SENIOR BUYER CATEGORY MANAGEMENT
92					INGUSA Service Company	Former		LEAD PROGRAM MANAGER PROJECT MANAGEMENT
93					INGUSA Service Company	Former		LEAD REPRESENTATIVE SALES
94					INGUSA Service Company	Current		PRINCIPAL ANALYST CUSTOMER STRATEGY
95					INGUSA Service Company	Former		INTERN
96					INGUSA Service Company	Current		LEAD PROGRAM MANAGER COMMUNITY & CUSTOMER MANAGEMENT
97					Nagara Mohawk Power Corp	Former		CONTRACTOR
98					INGUSA Service Company	Former		MANAGER CUSTOMER ENERGY MANAGEMENT
99					Narragansett Electric Co	Conveyed to PPL		SENIOR MARKETER ENERGY PRODUCTS MARKETING
100					Narragansett Electric Co	Conveyed to PPL		CONTRACTOR
101					INGUSA Service Company	Former		US DIRECTOR UK SENIOR MANAGER PMO
102					INGUSA Service Company	Former		CUSTOMER REPRESENTATIVE
103					INGUSA Service Company	Current		LEAD PROGRAM MANAGER COMMUNITY AND CUSTOMER MANAGEMENT
104					Nagara Mohawk Power Corp	Former		LEAD ANALYST SYSTEM MANAGEMENT
105					INGUSA Service Company	Former		LEAD PROGRAM MANAGER COMMUNITY & CUSTOMER MANAGEMENT
106					Nagara Mohawk Power Corp	Former		SENIOR SPECIALIST PROJECT MANAGEMENT
107					INGUSA Service Company	Current		SENIOR REPRESENTATIVE
108					INGUSA Service Company	Former		CONTRACTOR
109					INGUSA Service Company	Former		PRINCIPAL ANALYST INVESTMENT MANAGEMENT
110					Narragansett Electric Co	Conveyed to PPL		MANAGER CUSTOMER CONNECTIONS
111					INGUSA Service Company	Current		SENIOR PROGRAM MANAGER COMMUNITY & CUSTOMER MANAGEMENT
112					INGUSA Service Company	Former		LEAD SALES REPRESENTATIVE
113					INGUSA Service Company	Former		LEAD ANALYST
114					INGUSA Service Company	Former		SENIOR ANALYST CUSTOMER ENERGY MANAGEMENT
115					INGUSA Service Company	Current		LEAD ENGINEER ENGINEERING PROJECT/PROGRAM MANAGEMENT
116					INGUSA Service Company	Current		







Vendor Number	Last Name	First Name	Company Affiliaton
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Division 1-28B

Request:

For any Company employee identified as a Program Manager in the data requests to date, please indicate whether that employee held positions in the Company prior to the Program Manager position and indicate how many years of employment prior to becoming a Program Manager.

Response:

Please refer to Attachment DIV 1-28B.

Employee ID	Last Name	Maiden Name	First Name	Company Affiliation	Former or Current Employee	Job Class (Current)	Job Title (Job Class Description)	Program Manager Yes/No	Did the employee have a different position immediately prior to being promoted to a Program Manager? Yes/No	No. Years Employment Before PM Title
				NGUSA Service Company	Current	82000886	LEAD SPEC CEI	Yes	Yes	3.5
				Narragansett Electric Co	Former (transferred to PPL)	82000885	SENIOR SPECIALIST CEI	Yes	Yes	3.5
				NGUSA Service Company	Current	80000744	LEAD PROGRAM MANAGER CEI	Yes	Yes	20
				NGUSA Service Company	Current	82000885	SNR SPEC CEI	Yes	No	0
				NGUSA Service Company	Current	82001176	SENIOR ANALYST CONTROLS AND COMPLIANCE	Yes	Yes	28
				NGUSA Service Company	Former	80000837	SR ANALYST	Yes	No	0
				NGUSA Service Company	Former	82002970	SENIOR MARKETING ANALYST	No	N/A	0
				NGUSA Service Company	Current	82003659	LD SPECIALIST PROJECT MGMT	Yes	No	0
				NGUSA Service Company	Former	80000744	LEAD PROGRAM MANAGER	Yes	Yes	3
				NGUSA Service Company	Current	82000885	SENIOR SPECIALIST CEI	Yes	Yes	8
				NGUSA Service Company	Former	80899998	CONTRACTOR	Yes	No	0
				Narragansett Electric Co	Former (transferred to PPL)	82003661	SENIOR ANALYST PROJECT MANAGEMENT	Yes	Yes	9.5
				NGUSA Service Company	Former	80000744	LEAD PROGRAM MANAGER	Yes	Yes	19+
				Narragansett Electric Co	Former	82002952	MGR CUSTOMER ENERGY MGMT	Yes	No	0
				NGUSA Service Company	Current	82000568	SENIOR SPECIALIST PROJECT MANAGEMENT	Yes	Yes	5
				NGUSA Service Company	Former	80000744	LEAD PROGRAM MANAGER	Yes	Yes	9
				Narragansett Electric Co	Former (transferred to PPL)	82000959	LEAD ANALYST EVALUATION	No	N/A	0
				NGUSA Service Company	Current	82000886	MEASUREMENT AND VERIFICATION LEAD SPEC CEI	Yes	No	0
				NGUSA Service Company	Current	82000568	SENIOR SPECIALIST PROJECT MANAGEMENT	Yes	Yes	22
				NGUSA Service Company	Former	82003659	LD SPECIALIST PROJECT MGMT	Yes	Yes	34
				NGUSA Service Company	Former	82003655	COORDINATOR PROJECT MANAGEMENT	Yes	Yes	3
				NGUSA Service Company	Former	82000885	SENIOR SPECIALIST CEI	Yes	Yes	2.5
				NGUSA Service Company	Current	82000886	LEAD SPEC CEI	Yes	Yes	18.5
				NGUSA Service Company	Former	80000811	PROGRAM MANAGER	Yes	No	0
				NGUSA Service Company	Current	82000650	MANAGER SALES	Yes	Yes	16
				NGUSA Service Company	Current	80000811	PROGRAM MANAGER	Yes	No	0
				NGUSA Service Company	Current	82000650	MANAGER SALES	Yes	No	0
				NGUSA Service Company	Current	82001623	US DIR UK SNR MGR FACILITIES MGMT	Yes	Yes	7
				NGUSA Service Company	Former	82000885	SNR SPEC CEI	Yes	No	0
				NGUSA Service Company	Former	82000568	SENIOR SPECIALIST PROJECT MANAGEMENT	Yes	Yes	11
				NGUSA Service Company	Current	82002214	LEAD ENGINEER ENGINEERING PROJECT/PROGRAM MANAGEMENT	Yes	Yes	2.5

The Narragansett Electric Company  
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Division 1-29

Request:

Please identify the necessary training for an employee to be appointed as a Program Manager.

Response:

In the case where a program manager is brought in as a new hire for The Narragansett Electric Company, the program manager would need to have a track record of collaborating with internal and external stakeholders to improve customer satisfaction, increase program productivity, and enhance processes through best practices. Additionally, there would be evidence provided to show record of analyzing, managing, and delivering on program-based targets and budgets, while also demonstrating strong collaboration and communication skills. If an internal candidate was working on a career path progression to become a program manager delivering programs, they would shadow a seasoned program manager for a period of time until they have demonstrated a clear understanding of the accrual and claiming processes as well as an independent working knowledge of forecasting.



The Narragansett Electric Company  
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Division 1-30

Request:

Please indicate how the Program Managers are trained in their positions? Is there any “shadowing” of other Program Managers? Is there any specific, separate formal training for Program Managers within the energy efficiency programs?

Response:

For any new program manager, they would start with accrual, claiming and budget training with both the finance team and the internal compliance team. From the onboarding with finance and internal compliance they would shadow a seasoned program manager for a period of time until they have demonstrated a clear understanding of the accrual and claiming processes as well as an independent working knowledge of forecasting and managing program budgets.

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Division 1-31

Request:

For the years 2012-2021, were the Program Managers employees of Narragansett Electric or of the National Grid USA Service Company?

Response:

For the years 2012-2021, Program Managers were employees of National Grid USA Service Company.

The Narragansett Electric Company  
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Division 1-32

Request:

Has the practice of “out of period” invoice stacking occurred at the Massachusetts and New York affiliates of National Grid? If so, have the regulatory agencies in those states opened investigations such as the one ongoing here in Rhode Island? If so, please provide the Docket Numbers for those investigation(s).

Response:

National Grid USA's (“National Grid”) research is still underway.

On July 12, 2022, the Massachusetts Department of Public Utilities (“MDPU”) directed the energy efficiency Program Administrators to include in their regular August 1 term reports “a report describing any pending internal and/or external investigations within the Program Administrator’s service territory regarding potential fraud in the implementation of the Mass Save program [footnote omitted]” (Hearing Officer Memorandum on Term Report Filing, D.P.U. 22-110 through D.P.U. 22-119, July 12, 2022). The MDPU established dockets D.P.U. 22-114 and D.P.U. 22-118 for review of the term reports to be submitted by National Grid’s Massachusetts gas and electric operating affiliates, respectively.

The Narragansett Electric Company  
d/b/a Rhode Island Energy  
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)  
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Relating to Past Payments of Energy Efficiency Program Shareholder Incentives  
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Division 1-33

Request:

Please provide copies of any “guidance documents” for accounting and accrual procedures within or applicable to the Energy Efficiency program.

Response:

Please refer to The Narragansett Electric Company's responses to data requests Division 1-2, Division 1-16, and Division 1-17.

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Division 1-34

Request:

What is a Tableau update?

Response:

Tableau is a data visualization and analytics platform, able to capture growth trends from historical time series data and apply these trends to predict future results. The Narragansett Electric Company uses Tableau to forecast savings and incentive spending in its commercial and industrial energy efficiency programs.

The term "Tableau update" would apply when a program manager is waiting for the platform to refresh, and thereby calculate a future trend based on recently added data points.

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Division 1-35

Request:

What is EFI?

Response:

Energy Federation Incorporated ("EFI") is an application incentive processing vendor, used as a lead intake service to process high volume applications in residential utility programs.

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Division 1-36

Request:

Have any emails been discovered that suggests or confirms that energy efficiency products receiving rebates may have been or were diverted out of state? If so, please provide these and describe any follow-up to these emails.

Response:

The Narragansett Electric Company's review of "out-of-period" invoicing did not specifically examine possible diversion of energy efficiency products out-of-state. However, during the review of the initial vendor complaint regarding the Residential Upstream Lighting program, one email responsive to this request was identified and is provided here as Attachment DIV 1-36. As the email demonstrates, this situation was appropriately addressed. Please refer to the response to data request PUC 5-4 in Docket No. 5189 for more details.

**From:** [REDACTED]  
**Subject:** FW: EXT || FW: Calls Received - (TW Lighting) Third Party Proprietary Information  
**To:** [REDACTED]  
**Sent:** April 1, 2019 5:51 PM (UTC+00:00)

FYI

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**From:** [REDACTED]  
**Sent:** Monday, April 01, 2019 12:08 PM  
**To:** [REDACTED]  
**Cc:** Codner, [REDACTED]  
**Subject:** EXT || FW: Calls Received - (TW Lighting) Third Party Proprietary Information

(TW Lighting) Third Party Proprietary Information  
Proprietary Information owned by an individual or entity other than Lockheed Martin such as a supplier, contractor, partner, customer, or competitor (Third Party). Refer to CRX-015D for more information.

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Message Start:  
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FYI, TW Lighting has been receiving calls from a retailer in Illinois trying to purchase LED shop lights. It seems they are currently purchasing them through a retailer involved in the Mass Save program and are looking to receive the discounted price. We'll keep a look out for any retailers that are abusing the program but I wanted to make everyone aware incase anyone lodged a complaint.

Thanks,  
  
-Dan

[REDACTED]

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**From:** [REDACTED]  
**Sent:** Monday, April 1, 2019 10:52 AM  
**To:** [REDACTED]  
**Subject:** EXTERNAL: Calls Received

Hi Dan,

Per our conversation I wanted to send an e-mail recapping the call that we received this morning and our customer received on Saturday:

Tori received a call from "Jay" this morning at 847-497-8399. Jay said he owns retail stores in IL and asked to purchase shoplights by the truck load. When Tori quoted him a price in the \$18 range he became angry and told us he was buying another manufacturer's brand right now in the \$6.00+ range out of MA. Tori explained to him that this is above our cost and the only way he would qualify for



anything close to this price range was if he had a physical retail store in MA which qualified and was approved to be added to our MOU. He then mentioned one of our retailers and said if we didn't sell to him he would report TW Lighting as well as the retailer. I was very confused by this statement so I called the retailer.

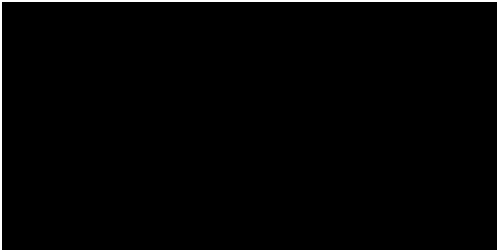
When I called the retailer they told me that on Saturday they received a similar call from "Jay" at 312-956-2669 asking to purchase shoplights by the "truckload" to be shipped to IL to be sold in his numerous retail stores. The retailer explained to "Jay" that he was more than welcome to purchase product in the store however he would be capped at 10-15 units. The caller became irate and told the customer that he would be "reporting them to the Mass Save program" and hung up the phone.

I have no idea who Jay is or what his directive is but just wanted to make you and the sponsors aware. Based on the phone numbers collected he does appear to be located in IL.

If you have questions or need additional info please do not hesitate to reach out.

Thanks,

Scott



The information contained in this email is intended only for the personal and confidential use of the recipient above. The message is a confidential communication and may be protected by various states and federal laws regarding privilege communication. If you receive this message in error, you are requested to immediately delete it and notify TW Lighting of the error. Any review, dissemination, or copying of this message without the consent of TW Lighting is strictly prohibited.

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Division 1-37

Request:

What specifically has the Company done since June of 2020 to align the ethics, culture, and practices within the energy efficiency programs to be compatible with the Company's professed value of "Do the Right Thing"?

Response:

While The Narragansett Electric Company ("Narragansett") was under the control of National Grid USA, energy efficiency employees received three annual energy efficiency trainings during 2021, which included messaging on ethical values and "doing the right thing." Please refer to Attachment Division 1-17-1, pages 34, 48-53, 56 and 68.

As discussed in the responses to Division 1-16, Division 1-19, Division 1-21, and Division 2-10, energy efficiency policies and procedures used for and by employees and vendors were also updated during 2021. As described in the response to data request Division 2-4, National Grid USA Service Company, Inc. updated its "Code of Ethics" document in 2021 and sent it via U.S. mail to the home addresses of all employees. This document is also available on the National Grid website with a keyword search for "Code of Ethics."

Now that Narragansett is under the control of PPL Corporation, all Rhode Island Energy employees are required annually to complete the Standards of Integrity training within an online training application. For more details, please refer to Narragansett's response to data request Division 1-21.

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Division 1-38

Request:

In the Company's answer to PUC 5-4 (d) in this Docket, it stated that five National Grid employees had been disciplined. Two employees were involved in the holding back of invoices and three "were not directly involved with the request." Were the three who were "not directly involved" supervisors of the ones who were disciplined? Why did the Company discipline employees who were not directly involved?

Response:

The three National Grid USA Service Company, Inc. employees who were disciplined, yet "were not directly involved with the request," were not the supervisors of the two employees who were directly involved in the out-of-period invoicing. The internal ethics and labor team that completed the investigation has disclosed only that these three employees were disciplined because they had engaged in business practices that are not in line with National Grid USA's corporate values of "Do the Right Thing" and are not in line with the spirit of its employee Code of Conduct.

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Division 1-39

Request:

In the Company's answer to PUC 5-4 (d) in this Docket, the company indicated that out of period invoices were "more likely a function of imprecise accounting practices rather than isolated incidents of misconduct." Does the Company still support that statement? If so, why? If not, why not?

Response:

Based on The Narragansett Electric Company's examination of "out-of-period" invoicing between 2012 and 2021, the practice was not limited to the Residential Upstream Lighting program. The practice was openly discussed and incorrectly viewed as acceptable by program managers within the energy efficiency program. New mandatory training for program managers was implemented in 2021.