

CSE CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (“Agreement”) is entered into on the commencement date shown in Section 1 below, by Center for Sustainable Energy, a California non-profit 501(c)(3) corporation (“CSE”) and Santa Barbara County (“Consultant”). CSE and Consultant are also each individually referred to herein as “Party” and collectively as “Parties.”

RECITALS

CSE is the contractor tasked by the California Public Utilities Commission (“CPUC”) to provide programmatic and administrative services for the statewide marketing, education and outreach of the financing pilot program under the brand “Go Green Financing” to increase residential and small-business consumer awareness about and action related to financing solutions pertaining to energy use and energy management (“Program”). CSE participates in the Diversity and Equal Opportunity hiring outlined in **Exhibit A**, in coordination with the compliance policies of its fiscal partner, Pacific Gas and Electric Company (“PG&E”).

A. CSE wishes to contract with Consultant to develop and implement Financing Marketing, Education & Outreach (ME&O) services that consists of the detailed tasks outlined in Exhibit B (“Work”).

B. Consultant acknowledges that the Work set forth in Exhibit B are services that CSE has requested that Consultant perform because of CSE’s obligations under **PG&E Contract No. 2500955838 Change Order No 3**.

C. CSE desires to contract with Consultant to perform the Work called for under the Agreement, and Consultant, having read and actively participated in the negotiation process of the Agreement, desires to contract with CSE to perform the Work.

D. CSE and Consultant desire to formalize their legal relationship regarding performance of the Work and all necessary related services as further set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1. **Term.** This Agreement shall commence on March 1, 2017 and end on August 31, 2017. The Agreement may terminate sooner if the Work is completed sooner, or the Agreement is terminated.

2. **Compensation.** Consultant will receive payments from CSE for the Work rendered under this Agreement for a not-to-exceed amount of \$65,000.00 as set forth in Exhibit B for the Work. The Work shall be billed on a time and materials basis. Consultant’s bills for time shall be based on an hourly rate that includes indirect expenses.

If budget is reduced or terminated, Contractor shall cease Work upon thirty (30) days from written notification of reduction or termination, per Section 7. Consultant will be paid by CSE for Work performed prior to the effective date of reduction or termination. External and third party costs and expenses are estimated. Consultant's bills for materials shall be based on the actual cost incurred by Consultant. This section shall be applicable to Consultant's independent contractors and subcontractors. Travel and legal expenses will be submitted to CSE, in writing in advance, for approval. In no event shall any fees or expenses exceed the not-to-exceed amount of \$65,000.00.

3. **Invoices.** Consultant shall invoice CSE on the 10th of each month for the Work performed under this Agreement. Approved invoices shall be paid within 45 days of CSE approval by electronic payment to the bank account specified by Consultant. Each invoice shall include information on status including task description, itemization and substantiation of non-labor expenses. It should also include the employees' names, employee labor classification, number of hours spent in the month being billed and the billing rate in addition to the description of the hours per person by tasks as outlined in the Scope of Work table in **Exhibit B**.

4. **Work Authorization.** Consultant shall perform the Work specified and referenced in **Exhibit B** to the Agreement. Consultant agrees to abide by all the terms and conditions contained in this Agreement, and any exhibits and attachments hereto. Consultant shall take all steps necessary and required by the Agreement to begin performing the Work per the commencement date shown in Section 1 above, unless instructed otherwise by CSE. Consultant shall work in a manner satisfactory to CSE and consistent with the requirements set forth in the Agreement. Consultant shall keep CSE informed of any events or anticipated events which will interfere with the timely completion of the Work. CSE agrees that Consultant is authorized to perform the services in this Agreement.

5. **Acceptance and Change Requests.** CSE shall require a document to be issued by Consultant for any changes or modifications to the Work outlined in **Exhibit B** ("Change Order"). Consultant shall only be authorized to make changes or modifications to the Work if CSE approves the Change Order in advance in writing.

6. **Staff.** CSE will designate one (1) primary person with the authority to perform the following tasks: (i) approve all Work outlined in this Agreement; and, (ii) act as primary manager for this contract and point of contact for Consultant to make decisions, allocate resources and supply items as necessary for successful completion of the Work. CSE will ensure all relevant stakeholders attend key review meetings and sessions. CSE staff will facilitate timely access to internal resources and information as required for successful long-term relationship building and management of this project.

7. **Termination.**

A. Either Party may, at its option, cancel or suspend this Agreement at any time if it becomes dissatisfied with the other Party's performance. The terminating Party shall provide the other Party with at least thirty (30) days written notice of the effective

termination date (“Termination Notice”). This Agreement shall be deemed terminated effective upon the date referred to in the Termination Notice and Consultant shall cease all work and advise all contractors and consultants to cease work effective that date. CSE shall allow Consultant an additional thirty (30) days to deliver any Work and any documents or product related to the Work (Termination Period). Consultant shall provide CSE with a list of all existing contracts funding solely by this Agreement during the Termination Period.

B. The rights, duties, and responsibilities of the parties shall continue in full force and effect during the Termination Period, including the payment by CSE of Work on a time and materials basis.

C. Upon termination of this Agreement, or at any time CSE so requests, Consultant shall deliver no later than ten (30) days after such request or termination from CSE, any reports, drawings, materials, contracts or other documents prepared for CSE in the course of rendering the Work, including all tasks then in progress and all material in Consultant’s possession that contains CSE’s Proprietary Information (as defined below) and any copies thereof, whether prepared by Consultant or others under Consultant’s control. Following termination, Consultant shall not retain any written or other tangible (including machine-readable) material containing any Proprietary Information, subject to Section 10 below.

D. Upon termination of this Agreement neither party shall make an announcement or release information of any kind to the press or other news media without the written consent of the other party.

8. Reporting.

A. Audit: During the term of this Agreement, CSE may audit any costs, payment, settlement, or supporting documentation relating to the Work provided by Consultant. Such audit(s) shall be conducted at reasonable times with at least ten (10) business days written notice. Notwithstanding, CSE shall have no right to audit individual payroll, personnel records, profitability, overheads, non-billable expenses and other proprietary information of Consultant. Except as provided in this section, the cost of an audit shall be borne by CSE provided, however, that Consultant shall refund any overage payment amounts, if the audit reveals a discrepancy of more than two (2) percent between the compensation paid to Consultant, and the compensation earned by Consultant, as determined by the audit.

B. Accounting Records: The CPUC may conduct an audit during the term or for up to seven (7) years after the termination of the contract. Consultant shall maintain all necessary records and documentation for a period of no less than seven (7) years, and shall fully cooperate with any such audit(s). Consultant shall maintain all records within a 10-mile radius of its offices or Consultant agrees to reimburse CSE for travel expenses to the records site in the event of an audit or provide electronic files and records for CSE review.

C. Progress Reporting: Consultant shall provide CSE with written progress reports, if required or requested by CSE.

9. Tools, Equipment, Materials and Personnel. Consultant shall furnish all facilities, tools, machinery, equipment, materials, personnel and such other items that may be required for performing the Work. Such costs shall be included as indirect expenses in the Consultant's hourly rate.

10. Proprietary Information.

General: Each party (the "Receiving Party") acknowledges that the other party's (the "Disclosing Party") obligations under the Agreement will involve access to confidential, proprietary and trade secret information and materials of the other and/or its respective partners, vendors or customers ("Proprietary Information"). Proprietary information must be identified and marked as "Proprietary Information" by the Disclosing Party prior to exchanging. Proprietary Information includes, without limitation, any: (i) information, ideas or materials of a technical or creative nature, such as designs and specifications, computer source and object code, and other materials and concepts relating to Disclosing Party's intellectual property rights; (ii) information, ideas or materials of a business nature, such as non-public financial information or information regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees, salaries, development plans, business and financial plans, and forecasts; (iii) all books, manuals, records, reports, notes, contracts, lists, blueprints and other documents or materials, or copies thereof, received by Receiving Party from Disclosing Party in the course of Receiving Party's rendering of its obligations under the Agreement, including, without limitation, records and any other materials pertaining to the tasks.

A. Restrictions on Use and Disclosure: Receiving Party acknowledges that Proprietary Information that meets the definition of a "trade secret" under California Evidence Code section 1061, subdivision (a) (1), is exempt from disclosure under the California Public Records and is extremely valuable to Disclosing Party and its partners, vendors and customers. Receiving Party agrees during the term of this Agreement and thereafter that Receiving Party: (i) shall hold all Proprietary Information in confidence; (ii) shall not copy or use (or allow any of Receiving Party's officers, directors, representatives, employees, contractors, or agents to copy or use) any Proprietary Information, except as may be necessary to perform the Work; (iii) shall use the Proprietary Information only for the benefit of Disclosing Party, as the case may be (and not for the benefit of Receiving Party or any third party); and (iv) shall not disclose or otherwise make available any such Proprietary Information to any third party except as authorized in writing and in advance by Disclosing Party as the case may be. All Proprietary Information is and shall remain the sole property of the Disclosing Party. The foregoing restrictions on disclosure shall not apply with respect to any information that: (a) was or has become generally known or publicly available through no act or failure to act on the part of Receiving Party; (b) is known by Receiving Party without restrictions on disclosure at the time of receiving such information; (c) has been rightfully furnished to Receiving Party by a third party without restrictions on disclosure by the third party and without a breach of such third party's

obligations of confidentiality; (d) is required by law to be disclosed by Receiving Party, provided, that (unless prohibited by applicable law) Receiving Party gives Disclosing Party prompt notice of such requirement immediately upon becoming aware of such requirement and discloses the information only to the extent required by law, or (e) is disclosed by Receiving Party after obtaining written consent from Disclosing Party, as the case may be.

B. Restrictions on References to CSE: Consultant is prohibited from making any representations, written, oral or electronic, regarding the relationship between Consultant and CSE, the Energy Upgrade California program or brand, the State of California or any partners in this program without the prior written consent of CSE. Consultant shall not represent in any way that CSE or its partners endorse or support Consultant's activities without the prior written consent of CSE. Consultant shall not make any representations about CSE or use the name of CSE or any of their respective employees, agents, officers or directors in documents or material generated by Consultant's employees or agents without the prior written consent of CSE.

C. Public Release of Results: Consultant shall provide CSE with the proposed material sought to be released and a description of the publication at least fifteen (15) days prior to such release. Consultant further agrees that it will not release or present any material findings not reasonably inferable from the data.

11. Ownership of Deliverables.

A. All reports, drawings, materials, contracts or other documents prepared for CSE in the course of rendering the Work, including all Work then in progress and all material in Consultant's possession that contains CSE's Proprietary Information (as defined above) and any copies thereof, whether prepared by Consultant or others under Consultant's control are the property of the State of California with CSE as contractor and manager of the Work on behalf of the State of California, except if any shall have been reserved by third parties in accordance with the customary trade/artistic talent agreements, including, but not limited to, actors, photographers, and persons engaged or employed by Consultant to compose the words and/or music of musical compositions used on behalf of CSE ("Excepted Material"). CSE shall still have the right to use the Excepted Material for the time period and specified media stated under Consultant's contract and Consultant shall provide a list of all such Excepted Material and the applicable time period and specified media. CSE may reproduce the Work at its discretion. Consultant shall have the right to make duplicate copies of the Work for its own file; copies of the Work made for other purposes must be expressly authorized in writing by CSE. The work, including any duplicate copies kept by Consultant, shall not be shown to any other public or private person or entity except as expressly authorized in writing by CSE or as required by law. Consultant hereby irrevocably assigns to CSE all right, title and interest in and to all work, hereunder including, without limitation, all applicable intellectual property rights excluding Consultant Property, Consultant Tools and Third Party Property, as defined below. If Consultant has any such rights that cannot be assigned to CSE, Consultant waives the enforcement of such rights, and if Consultant has any rights that cannot be assigned or waived, Consultant hereby grants to CSE an irrevocable, perpetual, worldwide, fully paid

license, with right to sublicense through multiple tiers, to such rights.

B. Consultant Tools, Consultant Property, Third Party Property: “Consultant Tools” means all information and specialized database applications, software, software tools (including but not limited to certain knowledge, techniques, procedures, algorithms, protocols, routines and methods), software applications, computer programming and coding developed by or for Consultant (other than any confidential, proprietary information, programs, databases or applications specifically provided by CSE to Consultant in connection with Consultant’s performance of services under this agreement) which Consultant has already developed or which Consultant independently develops or licenses from a third party, excluding any materials that Consultant specifically creates for CSE under this Agreement. “Consultant Property” may include, without limitation, creative concepts, digital files, original artwork, ads, marketing materials, videos, photos, musical compositions and all other production of any creative property that is used in the advertising or marketing of Energy Upgrade California. “Third Party Property” means those portions of the Deliverables in which the intellectual property is owned by a third party.

Consultant Tools and Consultant Property Use: In the event any Consultant Tools, Consultant Property and Third Party Property are incorporated into the Work or tasks, Consultant hereby grants to CSE a worldwide, non-exclusive, sublicense (through multiple tiers), that is an assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Consultant Tools and Consultant Property for Energy Upgrade California’s business purposes and for the use, operation, and maintenance of the Work except to Excepted Materials. CSE shall still have the right to use the Excepted Material for the time period and specified media stated under Consultant’s contract and Consultant shall provide a list of all such Excepted Material and the applicable time period. Throughout the term of the Agreement, and immediately upon termination, Consultant shall provide to CSE the most current copies of any Consultant Tools and Consultant Property to which CSE has rights pursuant to the foregoing.

C. Ownership of Content and Website: As between Consultant and CSE, any content given to Consultant by CSE under this Agreement or otherwise, and all user content, shall at all times remain the property of CSE or its licensor. Consultant shall have no rights in such content or user content other than the limited right to use such content for the purposes expressly set forth in this Agreement.

12. Provider Warranties.

A. Warranties: Consultant warrants that any Work shall not: (i) infringe on the intellectual property rights of any third party or any copyrights, trades secrets, or rights of publicity or privacy of any third party; (ii) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, false advertising or antidiscrimination); (iii) be defamatory, trade

libelous, unlawfully threatening or unlawfully harassing; or (iv) be obscene, child pornographic or indecent. Consultant warrants that it will follow the same standards that it uses for its own information systems to prevent the release of any viruses, trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information belonging to CSE.

13. Independent Contractors.

No Liability: Consultant and any agent or employee of Consultant shall act in an independent capacity and not as officers or employees of CSE. CSE assumes no liability for Consultant's actions and performance. Except as otherwise provided herein, Consultant shall perform the Work as an independent contractor and shall have complete and exclusive authority and responsibility concerning the means and method of conducting such Work, subject to any restrictions, security, or compliance issues required by the Agreement. It is understood that CSE will not withhold any amounts for payment of taxes from the compensation of Consultant and shall not be responsible for amounts due on any bonds required by Consultant. Consultant and its agent or employees shall not have the right or entitlement in or to any of the pension, retirement, or other benefit programs now or hereafter available to CSE's regular employees, including, but not limited to, disability or unemployment insurance, workers' compensation, medical insurance and sick leave. Any and all sums subject to deductions, if any, required to be withheld and, or paid under any applicable state, federal, or municipal laws, or professional organizations shall be the sole responsibility of Consultant. Consultant shall not have authority to act as an agent on behalf of CSE unless specifically authorized in writing. Consultant will not represent to be or hold itself out as an employee of CSE.

Employee and Subcontractor Contracts: Consultant shall cause each company employed by Consultant in connection with the work to execute a contract regarding confidentiality and assignment of rights prior to each such individual or company's commencement of Work thereunder. Such contracts shall: (i) include a full assignment of all rights to CSE, except where rights have been reserved by third parties in accordance with customary trade/artistic talent agreements, (ii) include a waiver of any moral or similar rights, (iii) be freely assignable, and (iv) contain restrictions on use and disclosure. With respect to any subcontractors that it employs: (a) Consultant shall obtain the written consent of CSE; (b) Consultant shall be responsible for the direction and coordination of the Work of such subcontractors; and (c) CSE shall have no obligation to pay such subcontractor(s) except as approved in writing, in advance, by CSE. Sub-consultants and/or subcontractors shall exclude temporary and/or freelance staff; shall be billed at Contractor's hourly billing rate.

14. Insurance Requirements.

A. Consultant shall procure at its expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified below: (i) Commercial General Liability must be for \$2,000,000.00 each occurrence; (ii) Automobile Liability insurance coverage must be for \$1,000,000.00 CSL; (iii) Workers Compensation

(statutory) and Employers' Liability: \$1,000,000.00; (iv) Professional Liability – Errors and Omissions coverage of \$1,000,000.00.

B. The specified insurance, except Professional Liability, Workers' Compensation and Employers' Liability, shall also include CSE and their respective board of directors, officers, employees, and agents, and their successors and assigns as additional insureds, against the areas of risk described in the Agreement with respect to Consultant's Work and tasks performed by or on behalf of Consultant under this Agreement.

C. Each specified insurance policy (other than Worker's Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) and a Contractual Liability clause.

D. All such insurance shall be primary and noncontributing with any other insurance held by CSE where liability arises out of or results from the acts or omissions of Consultant, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of Consultant. Such policies may provide for reasonable deductibles and/or retentions acceptable to CSE based upon the nature of Consultant's operations and the type of insurance involved.

E. CSE shall have no liability for any premiums charged for such coverage(s). The inclusion of CSE as an additional insured is not intended to, and shall not make them, or any of them, a partner or joint venturer with Consultant in Consultant's performance of its Work or tasks under this Agreement.

F. Within five (5) days of the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with CSE once Consultant has been provided with such documentation from its insurance carrier. If such coverage is canceled or materially reduced, Consultant shall, within ten (10) days of such cancellation of coverage, file with CSE evidence that the required insurance has been reinstated or provided through another insurance company or companies.

G. Consultant shall provide proof of all specified insurance and related requirements to CSE by production of a certificate of insurance acceptable to CSE. The certificate of insurance evidencing all specified coverages shall be filed with CSE prior to Consultant's performing under this Agreement or occupying the sites(s). The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name and the insurance broker's address and phone number. Consultant shall provide CSE with written notice at least thirty (30) days prior to any cancellation or material change of the policies referenced above.

H. Consultant agrees that the insurance policy limits specified herein may be reviewed by CSE and Consultant for adequacy throughout the term of this Agreement. At all times, Consultant may meet all required insurance limits through a combination of self-insurance and commercial insurance.

I. Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. Consultant agrees, except where exempted, to provide CSE proof of said insurance by and through a surplus line broker licensed by the State of California at the address specified below:

Center for Sustainable Energy
Attention: Director of Programs
9325 Sky Park Court, Suite 100
San Diego, CA 92123

15. Indemnification.

A. Consultant shall indemnify, hold harmless and defend CSE and its officers, officials, directors, employees, agents and volunteers from and against all claims, damages, losses, expenses, penalties, fines and costs, including reasonable attorneys' fees and court costs, to the extent arising out of the performance of the Work caused by any negligent act or omission or the willful misconduct on the part of Consultant and/or any of Consultant's officers, officials, directors, employees, agents, volunteers or sub-consultants, except to the extent caused by the negligence or willful misconduct of CSE. Consultant's indemnification requirements shall not extend to materials provided by CSE and incorporated in the Work. For purposes of this section negligent act, omission or willful misconduct may include but are not limited to those resulting in any claims CSE sustains as a result of: (i) any claim, suit or proceeding based upon materials created or provided by Consultant under this agreement which have not been approved by CSE prior to their publication, broadcast or dissemination; (ii) any claim, suit or proceeding relating to materials created or provided by Consultant under this agreement which is based on a claim that an element created or provided by Consultant in such materials violates the rights of a third party; constitutes libel, slander, defamation, trade piracy, invasion of privacy or unfair competition; or constitutes infringement of copyright or title; and (iii) a failure by Consultant to protect items of CSE property in Consultant's custody in the same manner as Consultant protects its own property.

B. Upon the assertion of any claim or the commencement of any suit or proceeding against CSE by any third party that may give rise to Consultant's indemnification liability under this Agreement, CSE shall promptly notify Consultant in writing and provide Consultant reasonable assistance and opportunity to defend and/or settle the claim with counsel of its own selection with the reasonable approval of CSE. Section 17 shall survive the termination of the Agreement for all applicable statute of limitation periods.

16. Consequential Damages and Limitation of Liability. Anything herein notwithstanding, in no event shall either Consultant or CSE be liable to the other Party for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits. Each Party's aggregate liability, if any, for any and all claims, losses, damages or expenses arising out of the Work or Agreement, whether based in contract,

negligence, strict liability, tort, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the applicable insurance policy limit(s) as set forth under Section 16 herein.

17. Conformance with Rules and Regulations. In performing all activities in connection with this Agreement, Consultant shall abide by and conform to any applicable laws of the State of California or the United States government as now exists or may hereafter be adopted or amended.

18. Bankruptcy. In the event Consultant commences a proceeding under Chapter XI of the Federal Bankruptcy Act or is adjudicated bankrupt or insolvent, or a judicial sale is made of Consultant's interest under this Agreement, this Agreement shall, at the option of CSE, immediately terminate.

19. Licenses and Permits. Consultant represents and warrants to CSE that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required for Consultant and its employees and agents to practice its profession and perform the Work required herein. Consultant represents and warrants to CSE that it, at its sole cost and expense, shall keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are required for Consultant and any of Consultant's employees, and agents to practice its profession and perform the Work.

20. Non-Discrimination. Consultant agrees at all times to fully comply with all laws prohibiting discrimination against any person or class of persons by reason of gender, color, race, religion, handicap, creed or national origin in performance of this Agreement. If the use provided for in this Agreement allows Consultant to offer accommodations or services to the public, such accommodations or services shall be offered on fair and reasonable terms.

21. Assignment. Consultant shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, hypothecate, encumber or transfer this Agreement or any of the rights, duties, responsibilities or obligations under this Agreement, in whole or in part, without the written consent of CSE. Any attempted or purported assignment of any right or obligation pursuant to this Agreement, without written consent, shall be void and of no effect. CSE shall have the right to assign, hypothecate, encumber or transfer this Agreement or any of its rights, duties or responsibilities under this Agreement, in whole or in part, upon written notice to Consultant.

22. Conflict of Interest. Consultant is not now a party to, and during the term of this Agreement shall not enter into, any contract or agreement that will create a conflict of interest with its duties and ability to perform the Work under this Agreement. Should there be a conflict between the Agreement and the exhibits, this Agreement shall control. CSE acknowledges that Consultant has been, currently is, and will continue to operate and promote a variety of financing options, including emPower Central Coast loan products. CSE agrees that Consultant's contracts and agreements with third parties concerning financing options shall not be considered a conflict of interest under this Agreement.

23. Signatory to Union Agreements. CSE acknowledges Consultant is or may become a signatory to certain union or guild agreements (the “Union Agreements”) including Screen Actors Guild Commercial Contract and American Federation of Television and Radio Actors Commercial Contracts, governing the hiring and use of performers in commercial material and that the production and use of commercial materials produced by Consultant on behalf of CSE therefore will be subject to the terms and conditions of the Union agreements. CSE acknowledges CSE will be responsible to pay Consultant for all amounts due under the Union agreements.

24. Entire Understanding. This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties regarding the subject matter of this Agreement. Consultant acknowledges that there is no other written or oral understanding between the Parties. No modification, amendment, or alteration of this Agreement shall be valid unless it is in writing and signed by all Parties.

25. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder shall remain in full force and effect, and shall in no way be invalidated.

26. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below, or such other address as either Party may specify in writing:

If to Consultant:

County of Santa Barbara
Attn: Ashley Watkins 123 East Anapamu, 2nd Floor, Suite 233
Santa Barbara, CA 93101

If to CSE, to:

Center for Sustainable Energy
Attn: Shelly Murphy
9325 Sky Park Court, Suite 100
San Diego, CA 92123

And via email to: shelly.murphy@energycenter.org

27. Interpretation.

A. Section Headings. The section headings contained herein are for

convenience in reference and are not intended to define or limit the scope of any provision hereof.

B. Fair Meaning. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either Party to this Agreement.

C. Two Constructions. It is the intention of the Parties hereto that if any provision in this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

D. Governing Law. This Agreement and all of the rights and obligations of the Parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with, governed by and enforced under the laws of the State of California. In any action to enforce the provisions of this Agreement, venue shall lie in the County of San Diego.

E. Gender. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

F. Other Agreements Not Affected. Except as specifically stated herein, this Agreement and the terms, conditions, provisions and covenants hereof shall not in any way change, amend, modify, alter, enlarge, impair or prejudice any of the rights, privileges, duties or obligations of either of the Parties by reason of any other agreement between the Parties or between either Party and a third party.

G. Amendments. The Agreement may be altered, amended, modified, or repealed only by a writing signed by all of the Parties.

H. Time is of the Essence. Time is of the essence of every provision of the Agreement that specifies a time for performance.

I. Additional Documents and Acts. The Parties to the Agreement shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under the Agreement and to carry out the intent of the Parties.

J. No Agency. Except as otherwise provided in this Agreement, no provision of the Agreement shall be construed to constitute a Party as the agent of any other Party.

K. Statutory References. Unless expressly stated herein, any reference to a federal, state, or municipal code, regulation, act, or other statutes or laws of any jurisdiction shall include all amendments, modifications, or replacements of the specific sections and provisions referenced.

L. Interpretation of Agreement. The Parties hereto acknowledge and agree that

the Agreement has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of the Agreement. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in the Agreement, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that the Agreement was drafted by or at the request of a particular Party or its legal counsel.

M. Force Majeure. Neither Party shall be liable to the other for any full or partial delay or failure to perform any of its obligations hereunder which delay or failure to perform is due to fires, storms, floods, earthquakes, acts of God, war, acts of terrorism, insurrection, riots, strikes, lockouts or other labor disputes, failure of postal services and governmental action, orders or regulations. In the event that an occurrence described in this section impacts the ability of either Party to meet its obligations under the Agreement, the impacted Party shall immediately give notice in writing, promptly try to remedy such situation, and as soon as practicable, fulfill its obligations.

N. Exhibits. All exhibits attached to the Agreement are incorporated herein, and shall be regarded as if set forth herein.

O. No Trade Usage or Prior Course of Dealing. The Parties agree that no trade usage, prior course of dealing, or course of performance under the Agreement shall be part of the Agreement or shall be used in the interpretation or construction of the Agreement.

28. Joint and Several Liability. If Consultant, as a party to this Agreement, is a limited liability company, partnership or joint venture, or is comprised of more than one party or entity, the obligation imposed on Consultant under this Agreement shall be joint and several, and each member, general partner, joint venturer, party or entity of Consultant shall be jointly and severally liable for all obligations herein. Furthermore, nothing contained herein shall be deemed or construed as creating a partnership or joint venture between Consultant and CSE, or cause CSE to be responsible in any way for the debts or obligations of Consultant or any other party or entity.

29. Waiver. Any waiver by either Party of any breach by the other Party of any one or more of the covenants, conditions, or agreements of this Agreement shall not be binding unless set forth in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition or provision of this Agreement, nor shall any failure on the part of either Party to require or exact full and complete compliance by the other Party with any of the covenants, conditions or provisions of this Agreement be construed as changing the terms or preventing the full enforcement of the other provisions.

30. Dispute Resolution.

A. In the event a dispute or controversy arises between the Parties with respect to the interpretation or enforcement of the Agreement, the Parties agree to negotiate in

good faith for five (5) business days to resolve such dispute. If at the end of said five (5) day period, the Parties have not resolved the dispute, the Parties may agree to submit the dispute to arbitration.

31. Right to Contract with Others. The rights granted hereunder by this Agreement are not exclusive, and CSE and Consultant each reserves the right to enter into other agreements covering the same or similar Work as are described in the underlying Agreement.

32. Duplicate Originals. This Agreement may be executed by the Parties in counterparts, each of which shall be considered an original, but such counterparts shall constitute together one and the same document for all legal purposes.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Financing Marketing, Education & Outreach (ME&O) services to be executed by their duly authorized representatives as of the Effective Date.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Joan Hartmann
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
THEO FALLATI
AUDITOR-CONTROLLER

BY: _____
Department Head

By: _____
Deputy Auditor- Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: _____
Risk Manager

CENTER FOR SUSTAINABLE ENERGY

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
DIVERSITY AND EQUAL OPPORTUNITY

PG&E'S SUPPLIER DIVERSITY SOURCING POLICY: CONSULTANT AND SUBCONTRACTORS OF ALL TIERS MUST COMPLY WITH PG&E'S SUPPLIER DIVERSITY SOURCING POLICY IN THE AWARD OF ALL SUBCONTRACTS AND SUB-SUBCONTRACTS. This policy requires that Women, Minority, and Disabled Veteran Business Enterprises (WMDVBEs) shall have the maximum practicable opportunity to participate in the performance of Work.

1. The Consultant shall provide to each prospective Subcontractor a copy of this Exhibit.

2. Consultant shall provide a separate, signed Subcontracting Plan consisting of a specific list of Subcontractors that will participate in the performance of the Work and a statement setting forth the Consultant's goals for WMDVBE subcontracting of all tiers and setting forth such additional good faith efforts Consultant and Subcontractors will employ to increase the participation of WMDVBE in the performance of the Work.

3. No later than the 15th of each month, Consultant shall submit its subcontracting spent with women, minority, and service disabled veteran owned suppliers using PG&E's electronic reporting system located at: <https://www.pgesupplierdiversity.com/pge/login.asp>

a. To establish a user ID, Consultant shall request via email to: supplierdiversityteam@pge.com

4. In addition, for contracts exceeding \$500,000 (or \$1 million for construction contracts), the Consultant must comply with the Policy Regarding Utilization of Small Business Concerns and Small Disadvantaged Business Concerns, as described in Exhibit 2. The Subcontracting Plan for these contracts must include provisions for implementing the terms prescribed in Exhibit 2.

a. Small Business and Small Disadvantaged Business Subcontracting Plans are not required for small business contractors, personal service contracts, contracts that will be performed entirely outside of the United States and its territories, or modifications to existing contracts which do not contain subcontracting potential.

b. For all PG&E contracts, the Consultant shall act in accordance with the Subcontracting Plan in the performance of the Work and in the award of all Subcontracts.

5. Consultant's supplier diversity subcontracting goal for this Contract is not pre-determined. However, Consultant is committed to supporting PG&E's General Order 156 and PG&E's diversity policy and seeks to encourage diversity in all contracting. Supplier diversity shall be reported as Consultant's spend with verified WMDVBE subcontractors on

PG&E work under this Contract.

6. These requirements and the Consultant's response will be incorporated into the Contract.

FEDERAL EQUAL OPPORTUNITY REGULATIONS: During the performance of this Contract and to the extent they may be applicable to this Contract and to Consultant's business, the Consultant agrees to comply with all laws, orders, and regulations included by summary or reference in the following Paragraphs:

1. **EQUAL EMPLOYMENT OPPORTUNITY** – Executive Order No. 11246, 41 CFR Part 60-1: (Contracts of \$10,000 or more) Provides that Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin and further that Consultant shall take affirmative action to ensure that applicant and employees are treated without regard to their race, color, religion, sex, or national origin.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES** – 41 CFR 60-1.8: (Contracts of \$10,000 or more) Consultant hereby certifies that Consultant will not maintain or provide segregated facilities for its employees and will not permit its employees to perform their services at any location under Consultant's control, where segregated facilities are maintained.

3. **CONSTRUCTION CONSULTANTS-AFFIRMATIVE ACTION REQUIREMENTS** – 41 CFR Part 60-4: (Contracts exceeding \$10,000) Establishes procedures for soliciting and awarding federal or federally assisted construction contracts.

4. **LISTING OF EMPLOYMENT OPENINGS** – Executive Order 11701: (Contracts of \$10,000 or more) Consultant will list employment openings with the Employment Development Department in accordance with the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Executive Order 11701. The affirmative action clause set forth in 41 CFR 60-250.4 is incorporated herein by reference.

5. **EMPLOYMENT OF THE HANDICAPPED** – Rehabilitation Act of 1973, 41 CFR Part 60-741: (Contracts of \$2,500 or more) The affirmative action clause and the regulations contained in 41 CFR 60-741.4, and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps, are incorporated by reference in this Contract.

6. **FILING PROGRAM SUMMARIES AND PREPARING AFFIRMATIVE ACTION PLANS** – Executive Order 11246, 41 CFR Part 60-2: (Contracts of \$50,000 or more) If the value of this Contract is \$50,000 or more and the Consultant has 50 or more employees, the Consultant agrees to file appropriate affirmative action program summaries in accordance with existing regulations and develop and maintain a current written affirmative

action compliance program at each of its establishments.

7. VIETNAM ERA VETERANS READJUSTMENT ASSISTANCE – Act of 1974, Title 41, Chapter 60, Part 250: (Contracts of \$10,000 or more) The affirmative action clause and the regulations pertaining to the employment of disabled veterans and veterans of the Vietnam era are incorporated by reference in this Contract.

8. Americans with Disabilities Act – 42 U.S.C. Section 12101, et seq.: Consultant agrees that, to the extent it may be applicable to this Contract; Consultant shall comply with the Americans with Disabilities Act.

EXHIBIT B
Statement of Work (SOW)
Statewide Financing ME&O

Implementation Plan for Santa Barbara County

Purpose

Santa Barbara County was authorized to implement the emPower financing program and a single-family whole-house marketing campaign as part of the American Reinvestment and Recovery Act (ARRA) continuation funding under the IOU 2013-14 energy efficiency portfolios, which was later extended through 2017. Center for Sustainable Energy (CSE), as the administrators of The Statewide Financing ME&O (FINSWMEO) Plan (“Implementation Plan”), intends to partner with Santa Barbara County to drive demand for and completion of energy projects utilizing financing to overcome the “first-cost” barrier for many consumers, starting with the single-family residential market and moving into multifamily, and small, medium and large non-residential markets.

Tasks outlined in this Implementation Plan will support the following strategies:

- 1) **Marketing and General Promotion:** Aim financing at the first-cost barrier for projects by integrating messaging into existing marketing plans that target customers who need financing;
- 2) **Trusted Messenger Networks:** Leverage trusted messenger networks, such as contractors, financial institutions, local governments and trade organizations, to integrate finance messaging into their energy project pitch and teach them about the tools and resources available through Go Green Financing. Additionally, act as a partner and resource for the Clean Energy Financing Advisory Council (CEFAC);
- 3) **Consumer Tools:** Build awareness and transform it into action by helping potential borrowers understand the benefits of financing and differentiate between financing products using the tools and resources provided by the Go Green Financing website.
- 4) **Data Collection:** Collect and report on data supporting implementation plan strategies using Key Performance Metrics.

The FINSWMEO Program is in partnership with the California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA), as the Statewide Administrator of the California Hub for Energy Efficiency Financing (CHEEF) pilots. The Residential Energy Efficiency Loan (REEL) Assistance Program launched in July, 2016 and is programmed to run for 24 months. Commercial and multi-family upgrade financing pilots using on-bill repayment are expected to roll out throughout mid-2017 and early 2018, however, CSE’s period of performance is dictated by CPUC Decision D.13-09-044.¹ The period of performance for this funding is from **March 1, 2017 until August 31, 2017**. This agreement is with Santa Barbara County, regardless of its other contracts and efforts. Therefore, the period of performance is not tied to any other EmPower Program funding schedules.

Total budget: \$65,000

¹ Includes Partial Modifications in D.15-06-008

Statewide Financing ME&O Program Overview

The FINSWMEO Program is funded by the Public Utilities Commission using rate-payer funds. There are two major components to the FINSWMEO Plan:

- 1) Promote the CHEEF statewide financing pilots² to fund energy projects in the residential and non-residential market sectors.
- 2) Launch a successful statewide marketing, education and outreach campaign to support the use of financing in order to complete additional energy projects that may not have otherwise happened.

FINSWMEO will center around Go Green Financing, an Energy Upgrade California “child” campaign that promotes the use of an unbiased marketplace for energy project financing. Go Green Financing aims to be the trusted resource for consumers when they want to differentiate between financing solutions. It will promote financing as a solution, regardless of the type of financing chosen. Since this turn-key marketing program will be delivered exclusively through trusted messengers, i.e. strategic partners, Santa Barbara County has an opportunity to raise consumer confidence and awareness through participation.

Tasks planned for the FINSWMEO Program are outlined in the Statewide Financing ME&O Plan, which can be found on www.energyupgradeCA.org/financing. Since strategic partners are integral to the success of the program, all strategic partners should read the plan and become familiar with the target audiences, behavior segmentation, goals, key performance indicators and implementation strategies.

The Statewide Financing ME&O Plan includes a multi-layered strategy for raising awareness of energy project financing and increasing deal flow for lenders. Santa Barbara County, as a strategic partner, will have access to a statewide multi-million dollar infrastructure including:

- Contractor, Real Estate professional, property management company, financial institution, etc. finance training via an online platform;
- Video marketing available for your website;
- Innovative digital tools on the statewide website including the Financing Finder and Financing Concierge System;
- Inclusion of the EmPower financing products on the Go Green Financing website;
- Cooperative marketing program opportunities for eligible contractors and financial institutions including free marketing materials, performance bonuses and the ability to design their own finance marketing items and receive a 50% refund on any pre-approved advertising costs;
- Print on-demand collateral with shipment of materials directly to your door;
- Professionally designed co-branded marketing materials to distribute to your constituents leveraging the statewide program brand; and,

² Administered by the CHEEF through CAEATFA, under the auspices of the CPUC.

- Opportunities to receive feedback and support from other strategic partners throughout the state.

The Statewide Financing ME&O campaign will launch in accordance with each corresponding CHEEF financing pilot program launch. Each pilot will have a full 24-month implementation period beginning at the time of the first loan application. The Statewide Financing ME&O campaign began with the residential market in July 2016. For each pilot, a preliminary evaluation of progress and program design will occur after one year of implementation. Evaluation efforts will review the FINSWMEO program's impact on both strategic partner awareness and engagement as well as consumer awareness into action, as it pertains to financing.

Value Proposition

By partnering with the FINSWMEO team, there are many additional benefits that may be available to Santa Barbara County and the emPower program. Some of these include:

- **Increased program participation**
emPower program participation may increase as the result of the new statewide finance marketing and PR campaign. The FINSWMEO plan has funding for digital, social, and earned media to promote the “launch” of the Go Green Financing website and its tools with the intent to continue promotion throughout 2017 in collaboration with DB Worldwide Communications Group, Inc. (DDB), the new FINSWMEO Program Implementer. Messaging will build consumer value for financing energy projects and drive property owners to the Go Green Financing website, where they can use the consumer tools to search for financing solutions in their region, including EmPower financing.
- **More knowledgeable contractors**
The FINSWMEO program will provide finance training to local contractors and other stakeholders through an interactive online learning platform. By completing the training, contractors and their staff can earn points that can be redeemed for cobranded collateral material and branded giveaways. This will complement those tools and services that emPower already offers its contractors and create additional incentives for them to complete more energy projects.
- **Simplified approach in a complex marketplace**
There are many types of financial products available to property owners, and it can often be confusing for them to decide which one is the right choice for them. The FINSWMEO team will create a simple message to consumers and coordinate the dissemination of that message with its partners, such as emPower. Further, CSE has created tools, like the Finance Concierge System, to help consumers distinguish between and prioritize the plethora of financing options.
- **Trusted Messengers**
Property owners, contractors and financial institutions consider emPower's energy coaches and staff to be “trusted messengers”. The FINSWMEO Plan recognizes this and intends to leverage the brand equity already created by EmPower by working with and supporting energy coaches and staff to provide additional services to their customers.
- **Shared data**
Throughout the implementation of the FINSWMEO Plan, marketing, performance and behavioral data will be collected, much of which will be shared with program partners, such as emPower, to help further program design and implementation strategies for additional

successes.

Scope of Work

CSE’s tasks planned for the FINSWMEO are outlined in the FINSWMEO Plan. The following table lists the specific tasks to be performed by Santa Barbara County as part of this Agreement.

Strategy	Clarification	Budget
Total Budget		\$65,000
Task 1: Marketing and General Promotion		\$27,000
1.1 Awareness Messaging to homeowners	Integrate Go Green Financing, the “State of Saving” and/or CHEEF financing message into existing & ongoing marketing efforts. Messaging will promote the use of financing to complete energy projects and promote and provide access to the Go Green Financing tools and resources when appropriate. Budget includes any labor or expenses associated with the development of ME&O materials best suited for consumer engagement, including any purchasing of co-branded materials on the Sproutloud co-op marketing platform. Approaches may include, but are not limited to: <ol style="list-style-type: none"> a. Provide access to stakeholders on the EmPower website, such as posting Go Green Finance videos. b. Create co-branded materials promoting the “State of Saving” and/or Go Green Financing. c. Distribute collateral to target stakeholders. 	
1.2 Information for other market sectors	Santa Barbara County will add additional functionality to their websites to accommodate distribution of financing information for the multi-family, commercial and non-residential sectors as those programs roll out. This will, at a minimum, provide access to tools and collateral created by CSE and link to the appropriate area on the Go Green Financing or CHEEF website, until such time that EmPower has developed its own commercial financing programs.	
Task 2: Trusted Messenger Networks		32,500
2.1 Contractor marketing and support	Santa Barbara County will leverage their existing relationships with the contractor community and trade associations to support the goals and objectives of Go Green Financing and the CHEEF pilots. Activities may include, but are not limited to: <ol style="list-style-type: none"> a. Support in promotion of the finance video training series and other Go Green Financing contractor training tools and opportunities (including co-op marketing, co-branding and performance incentives) to the contractor community in the residential, multi-family, and non-residential market sectors b. Outreach to contractors to recruit them into the CHEEF financing pilots and trainings and assist them with enrollment. c. Coordination with CAEATFA on joint in-person finance training to eligible contractors (if necessary) 	
2.2 Financial Institution Support	Santa Barbara County will leverage their existing network of financial institutions and explain the benefits of joining the CHEEF financing programs (residential, multi-family, and non-residential pilots). Activities include: <ol style="list-style-type: none"> a. Work with existing emPower lenders to explore participation in the CHEEF pilots. b. Identify potential financial institutions and facilitate an introduction 	

	<p>between the financial institution and CAEATFA.</p> <ul style="list-style-type: none"> c. As necessary, assist financial institutions with enrollment into CHEEF financing programs. d. Work to obtain details of loan product information for inclusion on the Go Green Financing website. e. Assist Participating Financial Institutions in their implementation of their marketing campaigns including strategies and usage of the cooperative marketing dollars allotted to them as a CHEEF participating financial institutions. 	
2.3 Clean Energy Financing Advisory Council	<p>When topics relevant to the Central Coast are being discussed, Santa Barbara County will support and advise the statewide efforts to participate in the local Clean Energy Financing Advisory Council. There is expected to be 1 in person Council meetings held on the central coast in 2017. Other locations will offer remote video attendance for central coast stakeholders.</p> <p>Activities include:</p> <ul style="list-style-type: none"> a. Participate in regularly scheduled coordination calls with advisory partners led by CSE b. Assisting in securing local speakers c. Notifying stakeholders of the meetings d. Assistance recruiting attendees 	
Task 3: Consumer Tools		\$1,000
3.1 Finance program updates	emPower’s financing programs will be included in the Go Green Financing Concierge System upon launch. EmPower will provide updates if there are changes to their financing programs as needed to the Financing Concierge System administrators.	
TASK 4: Monthly Reporting & Invoicing		\$4,500
4.1 Reporting	As a FINSWMEO strategic partner, Santa Barbara County is required to use the to report monthly on key performance indicators such as referrals to the EmPower website from the Go Green Financing website, new lenders recruited to the CHEEF program, and inform customers of participating lenders, if possible. CSE will distribute the approved tracking metrics, and Santa Barbara County will agree to follow the protocol developed for reporting once completed. This will be submitted by the 10 th of each month along with their monthly invoice as defined in section 3. A final ramp-down period is includes a final summary report of activities and accomplishments, due by the end of the contract term.	
Total		\$65,000

Budget, term

The total \$65,000 budget for Santa Barbara County’s participation in the Statewide Finance ME&O Plan implementation will be allocated as indicated in the task list above. The period of performance concludes on August 31, 2017, assuming the CPUC has not made any changes to the period of performance for CSE prior to that date. Additional strategies and budgets may be identified and allocated based on program progress, feedback, successes and analysis of

If additional funding for new strategies is required, an addendum to the Agreement will be executed accordingly. To avoid the perception of redundancy, if other funding sources are identified for similar eligible activities, Santa Barbara County may, with 30 days’ notice, stop all or

a portion of work under this Agreement.

Non-disclosure and Use of Information Agreement (NDA")

THIS AGREEMENT is by and between Santa Barbara County ("Consultant") ("Undersigned") authorized employee of Consultant (together, Consultant and Undersigned are referred to as the "Recipient"), and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E") on the date set forth below. Undersigned and Consultant agree as follows:

1. The Recipient acknowledges that in the course of performing Work for PG&E, the Recipient will be given access to certain Confidential Information, which includes (a) Customer's account information and information relating to PG&E and/or Commission's facilities, equipment, processes, products, specifications, designs, records, data, software programs, customer identities, marketing plans or manufacturing processes or products, (b) any technical, commercial, financial, or customer information of PG&E (or any of the Utilities) obtained by Consultant in connection with this Contract, either during the term or prior to the term but in contemplation that Consultant will be providing the Work including, but not limited to a customer's energy usage and billing data, and data and matters and practices concerning technology, ratemaking, personnel, business, marketing or manufacturing processes or products, that is information owned by PG&E, one of the Utilities, or by a third party, and (c) PG&E Data as defined collectively, "Confidential Information"). Confidential information does not include: (i) any information or document contained in the public files of the Commission or any other state or federal agency, or in any state or federal court; or (ii) any information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Contract or any nondisclosure agreement or protective order.
2. In consideration of being made privy to such Confidential Information, and of the contracting for the Recipient's professional services by PG&E, the Recipient hereby shall hold the same in strict confidence, and not disclose it, or otherwise make it available, to any person or third party (including but not limited to any affiliate of PG&E that produces energy or energy-related products or services) without the prior written consent of PG&E, except as is required by law to be disclosed by Receiving Party, provided, that (unless prohibited by applicable law) Receiving Party gives Disclosing Party prompt notice of such requirement immediately upon becoming aware of such requirement and discloses the information only to the extent required by law. The Recipient agrees that all such Confidential Information:
 - a. Shall be used only for the purpose of providing Work for PG&E; and
 - b. Shall not be reproduced, copied, in whole or in part, in any form, except as specifically authorized and in conformance with PG&E's instructions when necessary for the purposes set forth in (a) above; and
 - c. Shall, together with any copies, reproductions or other records thereof, in any form, and all information and materials developed by Undersigned there from, be returned to PG&E when no longer needed for the performance of Undersigned's Work or services for PG&E.

3. The Recipient hereby agrees that any third parties owning any Confidential Information are express third party beneficiaries of this Agreement.
4. The Recipient hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement by the Recipient or any of its representatives and (b) any breach causes PG&E irreparable harm, that for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.
5. This Agreement shall be governed by and interpreted in accordance with the laws of The State of California, without regard to its conflict of laws principles

UNDERSIGNED

CONTRACTOR

By: _____

Consultant Name: _____

Name: _____

Auth. Agent: _____

Title: _____

Name: _____

Company: _____

Title: _____

Date: _____

Date: _____