

Trade Ally Application

To be completed by Trade Ally Applicant

Thank you for your interest in becoming a Trade Ally (TA) in the National Grid Upstate New York (UNY) Small Business Solutions Customer Directed Option (CDO) program. The goal of the National Grid CDO program is to assist small business customers in overcoming the initial cost barriers of completing energy efficiency improvements.

As a Trade Ally in the CDO program, you will have the opportunity to promote and sell approved energy-efficiency equipment to your customers while accessing CDO incentives and On Bill Repayment (OBR) options for eligible customers.

Approved Trade Ally Partners for the National Grid UNY Small Business CDO Program will have access to the following benefits:

- Ability to offer eligible National Grid Small Business Customers incentives through the program for approved energy efficiency upgrades
- Ability to offer **eligible** customers the option to pay their share of the project cost over 12 or 24 months at no additional cost through National Grid's On Bill Repayment program
- Listed as a National Grid CDO partner on the CDO program TA list for NY
- Training on the UNY CDO program and program tools
- Access to CDO program marketing/promotional materials and templates
- Program updates from the National Grid Regional Program Administrator (RPA) via email

Applicants **MUST sign and submit this completed application** to ngridsavings.fc-mfc@lmco.com.

If approved as a Trade Ally, the Applicant will receive a written Approval Notice. Trade Allies that apply, must be approved by receipt of written approval notice, approval status is not finalized until receipt of such notice. Approval as a National Grid CDO TA in NY may be revoked in accordance with the terms detailed in the Performance Improvement Plan section of this agreement.

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Applicant Information

Company Name:					
Years in Business:		Years under Current Ownership:		Number of Employees:	
Contact Name:			Title:		
Street Address:					
City:		State:		Zip Code:	
Telephone:			Mobile Phone:		
Email Address:				Website:	
Payment Mailing Address (if different from above):					
City:		State:		Zip Code:	
Company Federal Tax ID:					
If your company has multiple business locations, please attach a list of locations, addresses, contact people, email addresses, etc.					

Information to be displayed on the National Grid CDO TA Partner list

Company Name:					
Contact Person:			Contact Email:		
Contact Phone Number:			Company Website:		

Territory Covered

National Grid Regions/Counties where applicant provides services. (Check all that apply)

<input type="checkbox"/>	Frontier (Niagara, Erie)
<input type="checkbox"/>	Western (Chautauqua, Cattaraugus, Genesee, Orleans, Wyoming, Monroe, Livingston, Allegany, Ontario)
<input type="checkbox"/>	Central (Onondaga, Cortland, Oswego, Madison)
<input type="checkbox"/>	Northern (Lewis, Jefferson, St. Lawrence, Franklin, Clinton, Herkimer)
<input type="checkbox"/>	Mohawk Valley (Oneida, Herkimer, Hamilton, Fulton)
<input type="checkbox"/>	Northeast (Essex, Warren, Hamilton, Fulton, Montgomery, Schoharie, Saratoga, Washington)
<input type="checkbox"/>	Capital (Schenectady, Saratoga, Washington, Albany, Rensselaer, Columbia)

Company Role

<input type="checkbox"/>	Architect	<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Contractor - Electrical	<input type="checkbox"/>	Manufacturer Representative
<input type="checkbox"/>	Contractor - Mechanical	<input type="checkbox"/>	Engineer
<input type="checkbox"/>	Distributor	<input type="checkbox"/>	Other:

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Participation Agreement

An applicant wishing to participate in the National Grid CDO Program and approved by the National Grid UNY CDO Regional Program Administrator (RPA) as a Trade Ally agrees to and shall comply with the Participation Guidelines set forth below.

The Trade Ally acknowledges and agrees that none of the provisions of the Participation Agreement is intended to create nor will be construed to create an agency, partnership, or employment relationship among or between the parties. The Trade Ally agrees to represent its business in an ethical, professional manner and at no time shall it represent its business as an agent or representative of National Grid.

1. Definitions

- a. "Affiliate" means 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.
- b. "Program" means the National Grid Small Business Services Customer Directed Option Program operating in Upstate New York
- c. "Customer" means the small business customer of National Grid to which the Trade Ally is offering services
- d. "Trade Ally" or "Partner" means an Applicant approved by the National Grid RPA to participate in the Program.
- e. "Representative" means the officers, directors, managers, partners, members, shareholders, employees, agents, attorneys, accountants, contractors and advisors of a Party of its Affiliates.

2. Trade Ally Acceptance Once approved as a Trade Ally for the Program, the Trade Ally shall:

- a. Be listed as a participating Trade Ally for the Program
- b. Be eligible to submit projects for Program incentives
- c. Receive training on the Program and in how to submit projects using the Program application tool
- d. Agree to adhere to submissions and completion guidelines in accordance with Appendix A: Application Submission Guide

3. Work Standards

- a. Trade Ally and its agents shall perform any and all work with a degree of skill and judgement normally required by industry standards and shall use best efforts to properly assist customers in applying for National Grid incentives.
- b. The Trade Ally and its agents shall expressly communicate with the customer regarding proper recycling methods for equipment to be removed and shall either include recycling as part of the scope of service for the project or will ensure the customer has a plan for properly disposing of equipment after project completion.
- c. Incentives are guaranteed only for projects completed as scoped in the original InVest application. Changes in scope, project submitted incomplete, and noncompliance with Terms and Conditions in the ESP document shall result in the nullification of the ESP agreement.
- d. Trade Ally represents and warrants that it follows drug and alcohol and safety requirements under the Occupational Safety Health Administration (OSHA) and maintains all insurance required to legally perform work proposed in the state of New York.

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4. **Disclaimer of Warranties/Liability** National Grid and its Regional Program Administrator shall have no liability for equipment, work, services or other items provided, installed or performed by the Trade Ally, its employee, its agents, its subcontractors or any third parties in connection with the Program or otherwise, except the responsibility to pay incentives for work properly completed. In no event shall National Grid be liable for any special, indirect, incidental, penal, punitive or consequential damages of any nature whether or not (i) such damages were reasonably foreseeable or (ii) National Grid was advised or aware that such damages might be incurred. National Grid and its representatives shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of Trade Ally or any persons to hazardous material of an kind in connection with the Trade Ally's participation in the Program, including without limitation asbestos, asbestos products, PCBs or other toxic substances.

5. **Incentive Payment** National Grid will only pay an Incentive Payment on a per kWh saved basis based on the gross savings calculated for projects completed under National Grid's Small Business Service CDO Program as reported in National Grid's project tracking system – InDemand. Trade Allies must complete projects and submit project documentation in accordance with direction herein and as instructed by the National Grid RPA for the UNY CDO Program in order to be eligible for incentives. Funds for the Program are limited and issuance of project approval is contingent upon funding availability. National Grid may, in its sole discretion, at any time and without notice, terminate or modify the Program or the Participation Agreement.

6. **Indemnification** To the extent permitted by law, the Trade Ally agrees to defend, indemnify, and hold harmless National Grid and its Affiliates, and its Affiliates' employees, officers, directors, contractors, agents and representatives from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) arising out of, resulting from, or related to the performance of any services or work in connection with the Program (collectively, "Damages"), Program Materials or this Participation Agreement caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Trade Ally, its subcontractor, anyone directly or indirectly employed by the Trade Ally or its subcontractor or anyone for whose acts the Trade Ally or its subcontractors may be liable.

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7. Confidentiality Agreement

- a. Subject to the terms herein, a party may receive sensitive information (the “Recipient”) from the other party (“Disclosing Party”), which may include confidential, proprietary and/or non-public information disclosed in connection with this Participation Agreement 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 and that is obtained by the Party pursuant to the performance of the commitments under this Participation Agreement (“Confidential Information”). It is understood and agreed that all such Confidential Information, not otherwise known to the public, is confidential and shall not be disclosed to any unaffiliated third parties without the prior written consent of the Disclosing Party.
- b. The Recipient shall receive all Confidential Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Confidential Information, and, except to the extent expressly permitted by this Participation Agreement, shall not divulge Confidential Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Recipient may disclose Confidential Information to its Representatives and/or Affiliates to the extent each such Representative or Affiliate has a need to know such Confidential Information for the purpose contemplated by this Participation Agreement and agrees to observe and comply with the confidentiality non-disclosure obligations of the Recipient under this Section of this Participation Agreement with regard to such Confidential Information. The Recipient shall be responsible hereunder for any breach of the terms of this Participation Agreement to the extent caused by any of its Representatives and/or Affiliates.
- c. The Recipient agrees that if it, or any of its Representatives or Affiliates, 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 Confidential Information, the Recipient 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 Participation Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient (or any Representative or Affiliate of the Recipient) is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the Recipient may disclose, and may permit such Representative to disclose, that portion of the Confidential Information which its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Participation Agreement. In any event, the Recipient shall use (and, to the extent applicable, shall cause its Representatives and Affiliates to use) reasonable efforts to seek confidential treatment for Confidential Information so disclosed if requested to do so by Disclosing Party, and shall reasonably cooperate with, the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

{Signature on the following page.}

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By my signature below, I hereby certify that I am a duly authorized representative of the Trade Ally listed above and I have read, understand and agree to the above Participation Agreement and all Program Materials provided by National Grid and its representatives for participation as a Trade Ally in the Program. I certify under the penalties of law, that the statements made and information provided herein have been examined by me and are true and complete. I agree that by signing below, I understand and voluntarily consent to the terms of the Participation Agreement and to any other inquiry to verify or confirm the information provided.

Authorized Representative (<i>please print</i>)	Title	Date
Signature		

Sign and return the completed application via e-mail.

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Appendix A: Application Submission Guide

In addition to the requirements detailed below, National Grid or its representatives may request additional information for project submissions and may alter requirements at any time; notification of changes will be provided to approved TAs as needed.

1. Application Submission

- a. Trade Ally shall submit the following for each project application
 - i. A fully completed InVest (RPA provided application tool) for each project
 - ii. Customer-signed Summary page from the completed InVest tool
 - iii. Cut (or Data) sheets for all proposed materials

2. Retrofit/Replacement Product Requirements

- a. All lighting fixtures and lamps submitted for inclusion in the Program must be listed at the time of proposal on the applicable Design Lights Consortium (DLC), ENERGY STAR, or CEE Qualified Products List. *ENERGY STAR, CEE, or DLC listing will be verified by CDO program staff on the date of the application using the latest version of the applicable Qualifying Product Lists (QPLs).*
- b. LED retrofit linear tubes that are UL-B certified and/or will be directly wired to line voltage are **not** eligible for incentives through the CDO Program.
- c. Refrigeration, controls, or other comprehensive measures proposed for inclusion in the Program will be vetted against appropriate QPLs.
- d. Measures included in the Program may be declared ineligible for program incentives at any time at the sole discretion of National Grid.

3. Project Inspections

- a. National Grid or its representatives may inspect projects prior to commencement or upon completion of installation at any time after a customer has signed and executed an Energy Savings Plan (ESP) and up to 24 months following project completion.
- b. Projects installation must not have been started prior to application and may not begin until the signed ESP has been returned to the National Grid New York CDO RPA and an email confirmation has been received from the CDO RPA that the project may commence.
- c. At the sole discretion of National Grid or the UNY CDO RPA, projects submitted for incentives may be selected for pre-inspection to verify the existing conditions as submitted on the InVest application for the project.
- d. After installation is complete and completion documents are received by the CDO RPA, a post-installation inspection will be conducted to verify the quality and quantity of the project.
- e. Discrepancies noted upon inspection may require additional follow-up, project revisions, and may affect the overall project cost allowed by the program and incentive calculations.

4. Project Installation and Completion

- a. All reasonable effort should be made to install the measures as scoped and submitted using the CDO InVest application tool.
- b. Changes in project scope must be communicated to the UNY CDO RPA as soon as practicable but no later than upon submission of completion documentation.
- c. TAs and customers should make all practicable efforts to complete approved projects within sixty (60) days of receiving notification of approval to commence installation from the CDO RPA.
- d. Upon completion of the installation the TA shall:

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- i. Have the customer sign and complete the Certificate of Installation (COI) form included in the project ESP. *Certificates of Installation should not be signed by the customer prior to project completion.*
- ii. Submit the following documentation to the UNY CDO RPA:
 1. Signed and Completed COI
 2. Itemized labor and material invoice(s) for product included in the project scope. *The Program does not provide incentives for spare bulbs or for costs incurred to complete installations or repairs not covered by the approved project scope.*
 3. Permit documentation; including a notice indicating when a permit was not required for the project.
 4. Customer's Tax Exempt Certificate (if applicable)

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Appendix B: Performance Improvement Plan

Any Trade Ally that consistently submits incomplete applications, does not follow the Program guidelines, requests multiple exceptions, misrepresents energy savings, misrepresents their partnership with the National Grid Small Business Solutions CDO Program, has a high percentage of projects discontinued (as determined by cancellation averages among TAs participating statewide), does not adhere to the co-branding guidelines or does not request pre-approval for co-branded materials will be placed on a Performance Improvement Plan. The Performance Improvement Plan will include training to review the specific areas of improvement.

First Complaint

A warning will inform the TA that in the case of any further violation or complaints by an end user or local power company that their continued participation in the Program may be in jeopardy. The TA's Main Contact will be notified via email with the specifics of the violation/complaint and will outline the necessary steps to be taken to resolve the reported violation. The email will also outline the process by which a TA will be removed from Program participation. If removed from the approved TA list, the TA will not be allowed to submit new applications in the UNY CDO Program for a period determined and communicated at the time the TA's participation in the Program is revoked.

Second Complaint

If a TA receives a second complaint or is in violation of any of the requirements and guidelines in the Partnership Agreement, National Grid or its representative will contact the TA by email to inform the TA of further violations. Upon the second notification, the TA and the CDO RPA will identify the issue and work together on an effective solution through the following Performance Improvement Plan process.

Performance Improvement Plan:

1. **Training:** TA is offered a training session to review the Program basics, application process and general Program guidelines. They will sign the Performance Improvement Plan agreement to adhere to the Program guidelines or be terminated from the network. If the TA does not improve their performance they may be offered specialized training.
2. **Specialized Training:** TA is offered specialized training one month after initial training if they are not adhering to the Program requirements and guidelines. Specialized training will focus on reviewing the specific problems with projects submitted by TAs. If the TA does not improve their performance they will be notified of termination from the network.
3. **Letter of Termination:** If a TA's performance does not improve after their specialized training meeting and do not adhere to the Program and application guidelines they will be sent a letter of termination from the TA network.