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| Program Use Only |
| Project ID       | Cohort #       |

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| Steps to Participate1. **Review** the terms and conditions for Internship Assistance participation below.
2. **Complete, sign and email** this Incentive Agreement to your Commercial SEM Energy Coach. Please note that all fields are required.
3. **Engage** your intern and track and submit progress updates on SEM-related activities, as detailed below.
4. **Within 45 days from internship completion** (see Section D)**, submit** copies of all required completion documentation to your Energy Coach.
5. **Receive** incentive payment.
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Participant Information

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| Organization Name       (“Participant” / “you” / “your”) |
| Intern Supervisor Name       | Title       |
| Site Address       | City       | State       | Zip       |
| Phone       | Cell Phone       |
| Email       | Website       |
| Intern Name       | Intern Email       |
| Intern Phone Number       | Intern Work Email (if available)       |
| Internship start date       | Anticipated Internship end date       |

Thank you for expressing interest in our offer to provide Energy Trust incentive funding to help advance your organization's strategic energy management activities. To participate in this offer, the organization named above must currently be enrolled in Energy Trust’s Commercial Strategic Energy Management (“SEM”) program. By signing and submitting this **Internship Assistance Incentive Agreement**, Participant agrees:

**A. Eligibility.** Participant will be solely responsible for selecting, hiring, and supervising a paid intern(s) or other similar temporary position (for simplicity, referred to as the “intern”) in compliance with all applicable laws and regulations, including without limitation wage and hour laws. Participant cannot request intern assistance incentive funds for more than two (2) qualifying internships during a specific SEM enrollment period. Participant must maintain its Energy Trust Commercial SEM enrollment and program eligibility for the duration of this agreement to be eligible for any Energy Trust Intern Assistance Incentive funding.

**B. Qualifications.** Intern(s) will perform SEM-related activities at one or more of Participant’s enrolled SEM sites during the 12-15 month SEM enrollment period (often referred to as the program or engagement year). To qualify for this offer, Participant’s internship(s) must meet each of the following:

* Intern cannot be a Participant employee prior to the SEM internship.
* The intern must work on SEM-related activities for a minimum of 80 hours. SEM-related activities are defined as projects and activities listed on Participant’s SEM Annual Energy Plan, Opportunity Register, EMA Action Plan, Engagement Plan, etc. and categorized on the SEM Intern tracking spreadsheet.
* The intern must deliver a presentation on their SEM activities to the Participant’s Energy Team, and the Participant will invite Energy Trust to attend the “completion presentation”, either in-person or remotely. The completion presentation should be scheduled to occur near the end of the internship and can be delivered at an SEM workshop.
* The intern will use best efforts to attend all of the SEM workshops scheduled to occur during the internship. Participant agrees to notify the Energy Coach in advance if an intern won’t be able to attend one or more SEM workshop(s) due to scheduling conflicts.

**C. Progress Updates.** Participant will, at a minimum:

* Have the intern provide regular updates on SEM activity progress to your Energy Team members;
* Track the intern’s time spent (hourly increments) by SEM activity category, using an Energy Trust-provided SEM Intern tracking spreadsheet; and
* Provide the Energy Coach with a copy of your completed SEM Intern tracking spreadsheet on a quarterly basis to confirm whether listed activities qualify as eligible SEM-related activities for internship assistance incentive time calculation purposes.

**D. Required Completion Documentation to Request Incentives.** The maximum internship assistance incentive amount that Energy Trust will provide to Participant for **all** qualifying internships during a specific SEM enrollment period is limited to a *combined* total of $10,000. All references to “days” in this agreement means calendar days unless otherwise specifically noted.

 Within 45 days of completion of the internship, Participant must provide Energy Trust with:

* A copy of the completion presentation,
* a copy of the completed SEM Intern tracking spreadsheet documenting the intern(s) hours by SEM project for the duration of the internship,
* payroll documentation identifying total wages paid to the intern(s) by the organization, and
* an invoice to Energy Trust for the internship assistance incentive amount, up to a maximum of $10,000, showing funds paid to Participant’s intern(s) for the SEM-specific hours only.

**E.** **Incentive Payment.** Energy Trust will pay internship assistance incentive funds directly to Participant within 60 days of its receipt of all required completion documentation. Failure to provide all required documentation within the required invoicing time period may result in delay or withholding of payment. Determination of eligibility for Energy Trust incentives rests solely with Energy Trust.

**F. Term.** This agreement will automatically expire the day Participant’s SEM enrollment associated with this internship assistance incentive application has ended. During the term, Participant will notify Energy Trust within 24 hours if at any point it determines to cancel the internship earlier than the anticipated end date initially communicated to Energy Trust. In the event that Energy Trust determines, in its sole discretion, that Participant is not in good faith meeting its obligations herein, Energy Trust may terminate this agreement.

**G. Evaluation/Information Release.** Participant agrees to cooperate with Energy Trust’s evaluation and provide Energy Trust and its representatives with reasonable access to the project site(s) and relevant personnel for interviews. Participant agrees that Energy Trust may include some or all of the following information in reports to Bonneville Power Administration, the legislature, the Oregon Public Utility Commission (OPUC), and other government agencies as necessary to meet Energy Trust’s responsibilities and regulatory requirements: Participant name, site address, general description of the type of energy saving or renewable project implemented (e.g. lighting, HVAC, solar PV), Energy Trust services or incentive payments provided to the Participant, and any energy saved or generated as a result of Energy Trust services or incentives. Energy Trust will treat all other information gathered as confidential and report it to such agencies only in the aggregate.

Additional Terms and Conditions.

* 1. **Compliance with Laws.** Participant shall comply with all laws and certifies that it has and shall maintain all appropriate licenses, registrations, and certifications for the work it performs.
	2. **Relationship of the Parties.** This agreement contains the parties’ entire understanding as to the intern assistance incentive funding. This agreement is not intended to form a partnership or joint venture between the parties. Participant and any person or entity performing services on Participant’s behalf, including but not limited to Participant’s employees, interns, agents, affiliates, subsidiaries, and subcontractors (collectively “Participant’s Personnel”) are and will be either independent contractors of Participant or Participant’s employees, and are not employees or agents of Energy Trust. Participant is solely responsible for payment of compensation to Participant’s Personnel and will withhold and timely pay to appropriate authorities all taxes, contributions, and assessments imposed or required under all laws with respect to payments made to Participant’s Personnel.
	3. **Disclaimer/No Liability/Indemnity.** While Energy Trust may provide incentive funding to Participant in accordance with this Intern Assistance Incentive Agreement, Energy Trust and its representatives are not supervising the internship or performance of the intern, nor is Energy Trust responsible in any way for the completion of any work performed by Participant or its intern(s). Participant assumes the risk of any loss or damage(s) that Participant may suffer in connection with this agreement or Participant's intern(s). Participant agrees that Energy Trust's liability to the Participant in connection with this agreement is limited to the amount of any incentives owed the Participant by Energy Trust pursuant to the terms and conditions set forth herein. In no event will Energy Trust be liable, pursuant to this agreement, to the Participant or any third party for any other damages, whether characterized as general, special, direct, indirect, punitive, consequential, or otherwise. Additionally, the Participant hereby specifically indemnifies Energy Trust and its representatives from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs, and expenses, including, but not limited to, any interest, penalties, or attorney fees arising out of or connected with this agreement or Participant's internship; provided, however, that as applied to any State of Oregon agency or political subdivision thereof, this indemnification obligation applies to the extent permitted by the Oregon Tort Claims Act, ORS 30.260 through 30.300 and Article XI, Section 7 of the Oregon Constitution. Any disputes arising in connection with this Agreement will be governed by Oregon law, without reference to its principles of conflict of law. The exclusive jurisdiction for resolution of such disputes will be Oregon. Energy Trust is not responsible for any tax liability which may be imposed as a result of the payment of any incentive funds. This provision shall survive termination of this agreement.
	4. **Self-Direction.** Participant understands that any intern assistance incentive funding provided by Energy Trust under this agreement is subject to Energy Trust’s policy on self-direction. If Participant begins self-directing the conservation public purpose charge during the 36 months following the intern assistance incentive payment,

Participant agrees to immediately repay to Energy Trust a prorated refund amount according to the following formula:

Prorated Refund Amount = 0.5 x A x B, where,
A = total amount of Energy Trust intern assistance incentives paid
B = 36 minus the number of months elapsed since Energy Trust incentive payment date, divided by 36

* 1. **Governing Law.** Any disputes arising in connection with this agreement will be governed by Oregon law, without reference to its principles of conflict of law. The exclusive jurisdiction for resolution of such disputes will be Oregon. This provision shall survive termination of this agreement.
	2. **No Third Party Beneficiaries/Assignment.** This agreement is solely for the benefit of the Participant and Energy Trust. It does not grant any other party any rights of any kind. This agreement cannot be assigned by Participant without the prior written consent of Energy Trust. The foregoing notwithstanding, this agreement is binding on, and inures to the benefit of, the parties and their respective successors and permitted assigns. Energy Trust may assign this agreement when required to do so by the OPUC pursuant to the grant agreement between Energy Trust and the OPUC.

Participant Signature

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| By my signature below, I affirm that I have the authority to sign this Internship Assistance Incentive Agreement on behalf of the named Participant and that the Participant has read, understands and agrees to the terms and conditions of this agreement. |
| Authorized Representative Name | *(print name)* |
| Signature | Date       |