



Mass Save® Residential Coordinated Delivery (“RCD”) Contractor Participation Agreement

This Contractor Participation Agreement (“Agreement”) is made as of the Contractor’s signature (the “Effective Date”) by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“CLEAResult”) and

_____, with offices at:
(Contractor Name)

(Contractor Address) (“Contractor”).

CLEAResult and Contractor may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.” In consideration of the mutual covenants and agreements set forth below, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

RECITALS

- A. Mass Save is a public/private partnership in Massachusetts created to help electric and gas utility customers (“Customers”) save money through energy conservation (the “Program”).
- B. CLEAResult’s Residential Conservation Services Division is a Lead Vendor under contract with National Grid and Eversource (each, a “Utility” and together the “Utilities”), a participant in Mass Save, a collaborative of Massachusetts utilities.
- C. Contractor will receive projects (“Work”) in one of two ways:
 - i. CLEAResult obtains contracts from Customers (each a “Customer Contract”) for performance of installation services to improve a home’s energy performance and then assigns such Customer Contracts to Contractors.
 - ii. Contractors may also solicit home energy assessments (each, an “HEA”) (“Assessment Work”) or Direct weatherization visits and obtain contracts from Customers (each a “Customer Contract”) for performance of installation services to improve a home’s energy performance (“Installation Work”) or Special Home Visit as approved by CLEAResult (“SHV”).
- D. Contractor is willing and able to participate in the Program subject to the terms and conditions set forth in this Agreement and any referenced policies or attachments.
- E. Contractor is not participating in the Mass Save® Residential Coordinated Delivery Program under any other names or entities. In addition, Contractor’s stake holders are not involved in any form or have a stake in any other participating contractor in the Mass Save® Residential Coordinated Delivery Program

TERMS AND CONDITIONS

1. Term of Agreement

- A. This Agreement shall govern all Work and be effective from the Effective Date through July 31, 2025 (the “Program Period”), unless terminated in accordance with the provisions in this Agreement. All incentives paid under this Program are available on a first-come, first-served basis until allocated funds are depleted; therefore, this Program may be modified or terminated at any time without notice.

2. Relationship of the Parties

- A. Contractor is an independent contractor in relation to CLEAResult and the Utilities and is voluntarily participating in the Program to deliver the services as outlined by the Program directly to Customers. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture. Contractor will pay all of its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation, or other insurance coverage.
- B. This Agreement is between CLEAResult and Contractor only, and the Utilities shall not be bound by it. Contractor may only seek payment or other recourse under this Agreement from CLEAResult, and only to the extent of amounts CLEAResult has received from the applicable Utility under the Program. Contractor may seek payment for any amounts billable to a Customer under a Customer Contract only from the Customer.
- C. All Customer Contracts prepared by Contractor shall conform to terms provided by CLEAResult. Contractor shall not vary, modify or amend such terms without the express, advance written consent of CLEAResult.
- D. CLEAResult may, but has no obligation to, offer to assign to the Contractor Customer Contracts for Work within the Contractor's competency, and CLEAResult will utilize information collected and maintained under the "*Merit-Based Work Allocation Policy*" ("Merit System"), as the same may be revised by CLEAResult from time to time.
- E. Upon the acceptance or generation of any Customer Contract assignment, Contractor shall perform, satisfy and discharge all obligations of the contractor under such Customer Contract, according to policies, procedures and timelines as defined by the program
- F. CLEAResult or the Utilities may perform quality control on any or all Work performed by Contractor, with or without notice to Contractor, and by any means CLEAResult may select including, but not limited to, accompanying Contractor to a Customer's location. Failure of Contractor to meet quality standards may be grounds for termination of this Agreement. Contractor shall use its best efforts to obtain Customer cooperation in allowing CLEAResult access to the Customer's location for this purpose.
- G. CLEAResult may amend the Program terms or this Agreement by written notice at any time.

3. Use of CLEAResult Software

- A. CLEAResult will provide access to software for the express purposes of participating in the Program under this Agreement. Accordingly, Contractor will execute a software license agreement with CLEAResult in the form attached hereto as **Attachment 1** ("*License Agreement*"), which shall govern the use of the software.
- B. CLEAResult will report activities to the Utility based on input uploaded by Contractor. Contractor will not report directly to the Utility.
- C. Contractor shall supply any and all equipment required to perform its services hereunder.
- D. Contractor shall install and/or access the CLEAResult software on Contractor-supplied hardware.

4. Contractor Training

- A. Before performing any Work, Contractor shall attend training provided by CLEAResult ("*Initial Training*"), which shall be attended by a limited number of representatives of
Initials _____

the Contractor who are:

- (i) Expected to perform any of Contractor's obligations under this Agreement; and/or
 - (ii) Responsible for the training and supervision of other employees of the Contractor.
- B. CLEAResult will determine the number of Contractor representatives to whom CLEAResult will provide Initial Training. Contractor shall not receive compensation for Initial Training.
 - C. Contractor shall be responsible for providing comparable training to all of its employees directly involved in performing services under this Agreement and is solely responsible for assuring its staff meets all terms of this Agreement in performance of the Work. Contractor shall complete such training of its employees without additional compensation.
 - D. Contractor shall attend such further training as CLEAResult may schedule with respect to changes in Program design or new offerings to be made part of the Program, without additional compensation.

5. Contractor Standards

- A. Contractor shall perform all Work in a high quality, workmanlike manner, and in conformity with all applicable national, state or local building codes and regulations, as well as the "*Mass Save Materials Installation Standards*" as provided by CLEAResult and amended from time to time, the "*Contractor Background Check Policies*" attached and incorporated as **Attachment 2**, the "*Data Security Policy*" attached and incorporated as **Attachment 3**, the "*Insurance and Credential Requirements*" attached and incorporated as **Attachment 4**, the "*Certification of Annual Employment Eligibility Verification and Background Check Compliance*" attached and incorporated as **Attachment 5** and any other standards and policies of the Program provided by CLEAResult and as such policies may be revised by CLEAResult and/or the Utility from time to time (collectively, the "Standards").
- B. Contractor understands that from time to time the Utility may include additional products or services in the Program, and Contractor hereby agrees to incorporate any such products or services into its subsequent delivery of the Program to its Customers.
- C. Contractor will comply with all laws regarding identity and employment authorization and complete and submit the certification attached and incorporated as **Attachment 5** upon the execution of this Agreement
- D. Contractor will follow all manufacturers' instructions where applicable. If Contractor becomes aware of any inconsistency between any manufacturers' instructions and the Standards, then Contractor shall promptly notify CLEAResult thereof and shall await further instructions from CLEAResult before proceeding with Work affected by the inconsistency.
- E. Contractor will not knowingly use any defective, second quality or previously used materials. Contractor may obtain the materials from any source for weatherization work; provided, however, that for Installation Work under this Agreement or any Customer Contract Contractor shall not use materials for which Contractor's supplier has received or expects to receive a subsidy of any kind from a Utility. Contractor shall make such inquiry of its suppliers as may be necessary to determine whether the supplier has received or expects to receive such a subsidy.

- F. Contractor will promptly remedy any substandard Work as may be reported by a Customer or identified by CLEAResult or other third-party under contract with the Program.
- G. Contractor will keep a Customer's home as free as possible from waste materials while performing Work. After completing Work Contractor will clean the work area, removing all waste materials, tools, and supplies.
- H. Contractor shall not cause damage to a Customer's premises. If damage does occur the Contractor will remedy the damage to the customers satisfaction in a timely manner.
- I. Contractor shall be required to maintain at each Installation Work site a minimum of one employee designated as crew chief ("Crew Chief") holding current and valid Installation Work Crew Chief credentials from one of the certification pathways as detailed in **Attachment 4**
- J. Contractor will market the availability of Assessment Work or weatherization work in accordance with the Program and with marketing guidelines as provided by CLEAResult. All Program marketing materials must be pre-approved by CLEAResult prior to use.

6. Completion of Work

- A. Contractors completing assessments or direct weatherization work will input Customer data into the program software or provide it by other approved means to determine whether the Customer is eligible to receive Work.
- B. CLEAResult will determine whether a customer referred by Contractor is eligible for Work and inform Contractor of approval, denial, or request additional information.
- C. Prior to the time that CLEAResult transmits confirmed Customer eligibility to Contractor, any representation by Contractor to any Customer (or other party) that Contractor is able to deliver services under this agreement is at the Contractor's risk. Any such claimed service shall be the responsibility of Contractor to perform at Contractor's expense.
- D. CLEAResult reserves the right, but has no obligation, to request Contractor to perform Work for Customers not referred by Contractor.
- E. The Parties will administer Customer Contracts initiated by CLEAResult or a person other than Contractor in accordance with the policies set forth by the Utilities and as such policies may be revised by CLEAResult and/or the Utilities from time to time.
- F. Contractor may also refer Customers to CLEAResult for consideration to have a proposed Customer Contract administered in accordance with this Agreement. The "*Customer Referral Policy*" established by the Utilities, as the same may be revised by CLEAResult from time to time, shall apply to any such referral.
- G. Contractor shall not solicit or enter into an agreement with a Customer, or otherwise undertake or perform services or supply materials or equipment to a Customer that are provided under the Program outside of the terms and conditions of this Agreement.
- H. While performing the Work, Contractor shall not perform or offer to provide any goods or perform any services not included within the scope of the Customer Contract without the advance express written consent of CLEAResult.
- I. Contractor shall not furnish to any Customer, directly or indirectly, materials, literature or information not authorized by CLEAResult (including vendor- branded handouts and promotional materials). Except to the extent otherwise approved in advance in writing by CLEAResult, any other goods or services offered to the Customer by Contractor must be the subject of a separate agreement and must be clearly identified to the Customer as not being part of the Program. These items or services should only be offered after the completion of the Work.
- J. When Contractor believes all Work under a Customer Contract is complete, Contractor

Initials _____

shall submit in the software a certificate of completion detailing all Work performed (“Certificate of Completion”), which shall be signed by the Customer and Contractor, and a copy provided to the Customer, as well as any other required invoicing documentation.

7. Pricing

- A. All Work shall be priced on the basis of the unit price for each type of Work set forth in “*Mass Save RCD program 2022 National Grid Eversource Weatherization Parts & Prices*” (each, a “Unit Price”) and the *Mass Save RCD program 2022 Eversource Assessment Parts & Prices*”, which will be provided as a separate document outside of this Agreement. Pricing for any Work for which no Unit Price is included shall be either: (i) established by CLEAResult prior to assignment to Contractor of the Customer Contract or (ii) if added to the Customer Contract by written Change Order, negotiated between CLEAResult and Contractor.
- B. The Unit Prices in the *Mass Save RCD program 2022 National Grid Eversource Weatherization Parts & Prices* and the *Mass Save RCD program 2022 Eversource Assessment Parts & Prices*” include all costs, labor, benefits, materials, equipment, transportation, storage, overhead, applicable federal, state and local sales, service and excise taxes, other expenses and profit associated with performing the Work.
- C. Immediate Saving Measures that are installed piece rate by Contractor according to the Standards during an Assessment Work engagement shall be priced in accordance with *Mass Save RCD program 2022 Eversource Assessment Parts & Prices*” document provided outside of this agreement and CLEAResult may update by written notice from time to time.
- D. Visit fees for assessment work shall be priced in accordance with *Mass Save RCD program 2022 Eversource Assessment Parts & Prices*” document provided outside of this agreement and CLEAResult may update by written notice from time to time.
- E. All available HVAC rebates can be found on the Mass Save website.

8. Invoicing and Payment

- A. Each Customer Contract will identify as the "Utility Incentive Share" the amount or portion of the total price of the Customer Contract to be paid by CLEAResult, and as the "Customer Share" the amount or portion of the total price of the Customer Contract to be paid by the Customer.
- B. For Contractor generated contracts they may require that Customer pay a deposit of no more than one-third (1/3) of the Customer Share of the total price at the time the Customer Contract is signed.
- C. Deposits collected by CLEAResult will be paid to the contractor upon completion of the work and should be included in the contractor’s invoice
- D. Within seven (7) business days of completion of the Work and along with submitting a Certificate of Completion, Contractor shall submit invoices to CLEAResult for the Utility Incentive Share of the applicable Customer Contract. The invoices must comply with all requirements of CLEAResult with respect to the content, form, detail and supporting documentation, which shall include, at a minimum, each customer’s name and address, the phone number at which Contractor established contact with the Customer, the date of the Installation Work and the measures and quantities installed.
- E. Contractor shall submit invoices for Assessment Work (inclusive of Immediate

Saving Measures (“ISM”)) to CLEAResult on a monthly basis. All quantities for services rendered must match the uploaded data for services performed during the period covered by the invoice. The invoices must comply with all requirements of CLEAResult with respect to the content, form, detail and supporting documentation, which shall include, at a minimum, each customer’s name, address, phone number, date of the HEA, and the type and quantity of all ISMs installed.

- F. CLEAResult agrees to make payment for Assessment Work and parts performed under the terms of this agreement within 30 days of receipt of the corresponding payment from the client.
- G. CLEAResult reserves the right to deduct a processing fee from payments due to the Contractor for Work invoices that are not received within the time frame outlined in Paragraph 7(D).
- H. Within fifteen (15) business days of receipt of Contractor’s complete and accurate invoice and corresponding payment from Utility, CLEAResult shall make payment of the approved Utility Incentive Share of the price of Customer Contracts, and any Customer Share of the price of Customer Contracts collected by CLEAResult as down payment.
- I. In the event that, after payment by CLEAResult of any part of the Utility Incentive Share, CLEAResult, the Utility, or any court or arbitrator determines that any part of the Customer Contract price was not earned or must be returned for any reason, CLEAResult shall return that amount to the correct parties and may deduct the amount from Contractor’s future payments of any kind.
- J. Neither CLEAResult nor the Utilities shall have any liability for the Customer Share. Contractor acknowledges that it alone bears the risk of non-payment by a Customer for the Customer Share.
- K. Contractor acknowledges that payment for the Work will be made to Contractor only if: (i) Customer(s) project site and the Work meet the Program eligibility requirements and the requirements outlined by the Program; and (ii) Customer has not received incentives from any other of Utility’s energy efficiency programs for the same Work at the project site. Contractor understands that CLEAResult and the Utility, in their sole discretion, may withhold payments committed to Contractor if a project site is proven ineligible or a project otherwise does not comply with the Standards.
- L. CLEAResult will inform Contractor if CLEAResult has knowledge of a Customer’s intent to utilize the Program’s “HEAT Loan” no-interest loan offer to finance the Customer Share of the contract price. In such cases, CLEAResult may have collected no Customer Share deposit. CLEAResult makes no representation that such credit will be extended to the Customer. Contractor should make an independent assessment of the Customer’s ability to pay the Customer Share balance in the event a HEAT Loan is not granted by the lending institution.
- M. Except for any unpaid Customer Share identified by CLEAResult in the Customer Contract, Contractor shall not invoice or charge a Customer directly for any services compensated for under this Agreement.
- N. If CLEAResult reassigns any Work to another contractor as a result of Contractor’s failure to comply with the Standards, CLEAResult shall be entitled to deduct from unpaid amounts earned by Contractor the additional cost of that work or of any potential claims or damages CLEAResult may have against Contractor under this Agreement. If the amount of CLEAResult’s claims or damages against Contractor exceeds the unpaid amount earned, CLEAResult

shall notify Contractor and Contractor shall pay CLEAResult the difference within thirty (30) days after receipt of such notification.

9. Representations, Warranties and Covenants of Contractor. Contractor represents, warrants and agrees as follows:
- A. Contractor is and shall remain in compliance with the Standards, including but not limited to compliance with all licensing and insurance requirements in **Attachment 4** and any federal, state, or local statute, ordinance, regulation, or code licensing or permitting required to perform the Work under this Agreement.
 - B. Contractor shall not use the name or logo (or any abbreviation or adaptation thereof) of Utility, CLEAResult or the Program for any purpose except as authorized under this Agreement without the prior written consent of CLEAResult.
 - C. Contractor possesses the technical and professional expertise and the fiscal capability necessary to carry out any Work authorized and accepted under this Agreement in a prompt, fair and workmanlike manner.
 - D. Contractor shall pay required federal, state and local property, license, privilege, sales, use, excise, gross receipts, and other like taxes which may, now or thereafter, be applicable to the Work under this Agreement.
 - E. Contractor is entering into this Agreement in good faith, without intent to defraud, and that it is supplying the materials and performing the Work solely on its own behalf, without connection with, or obligation to, any undisclosed person or firm.
 - F. Contractor shall maintain written paper records of all Work performed and products installed under this Agreement for a minimum of seven (7) years from the time Work was performed, including records of data collected, visits made, materials furnished or installed, individual staff providing the services, costs incurred, invoices and agreements. Copies of these records shall be made available to CLEAResult within five (5) business days, upon request.
 - G. Contractor shall warrant materials provided by the Contractor and installed pursuant to this Agreement against any defect in materials, manufacture, design or installation through the term of and for one year after the termination or expiration of this Agreement.
 - H. Contractor shall immediately remedy any defects of an emergency nature, including any condition that might impact occupant health or safety, or those that would impact proper operation of any existing mechanical system. Contractor will notify CLEAResult of the completion of any remedies made to such defects with photographs emailed to a designated CLEAResult email address or uploaded to program software when instructed.
 - I. Contractor shall, upon notice by the Customer or CLEAResult, remedy any defects of a non-emergency nature promptly (and in any case within fourteen (14) days) and without charge to CLEAResult or the Customer. CLEAResult shall promptly notify Contractor upon receipt of any complaint by a Customer for Work performed by Contractor, and Contractor shall immediately notify CLEAResult whenever it receives from a Customer any request for correction of defective Work or materials.
 - J. Contractor is, at the Effective Date, in compliance with all applicable federal and state wage and benefit laws and regulations, and has not been cited by any governmental authority for violation of any such law or regulation within five (5) years prior to such date. Contractor shall notify CLEAResult in writing of any such citation received by Contractor during the term of this Agreement.

- K. Contractor shall be fully responsible for its own employees and subcontractors, including but not limited to direction, supervision, training, compensation, tax withholdings, benefits, insurance, classification and verification of work status.
- L. Contractor shall give reasonable consideration to employing individuals who have received training in weatherization and other energy conservation skills in Massachusetts training programs.
- M. Contractor has complied, at its own expense, with all permitting requirements imposed by federal, state, or local statute, ordinance, regulation, or code to provide the services it is required to provide under this Agreement.

10. Confidentiality

- A. The term “Confidential Information” means all Utility and Customer data and all information and materials relating to CLEARResult’s business, in whatever form or medium, disclosed to or received by Contractor, whether visually, by perception, orally or in writing, whether disclosed before or after the Effective Date, and whether or not specifically marked or otherwise identified as “Confidential” or “Proprietary,” including, but not limited to, all Program toolkits and apps (e.g., WFA, CLEARResult’s DSMTracker), and all summaries and notes prepared by or on behalf of Contractor, except that “Confidential Information” does not include any information that Contractor demonstrates: (i) has become generally available to the public without breach of this Agreement; (ii) Contractor later received from another person who did not violate any duty of confidentiality; or (iii) Contractor developed without use of any Confidential Information by persons who were not exposed to the Confidential Information.
- B. Contractor will have access to Confidential Information by participating in this Program. Contractor will not use any Confidential Information of CLEARResult for any purpose other than as needed to perform Contractor’s obligations in the Program. Contractor will hold all Confidential Information of CLEARResult in strict confidence and will not disclose any Confidential Information to any person other than to its employees and independent contractors who: (a) have a “need to know;” (b) have been advised of the confidential and proprietary nature of the Confidential Information; and (c) have signed a written agreement that is as protective of the Confidential Information as that set forth in this Section; except as compelled by court order or otherwise required by law. If Contractor is required by law to disclose Confidential Information, Contractor will immediately notify CLEARResult and cooperate with CLEARResult to obtain a protective order or other appropriate remedy to maintain the confidentiality of the information.

11. Termination/Disciplinary actions

- A. CLEARResult may terminate, suspend or impose sanctions on this Agreement with or without cause.
- B. Upon termination of this Agreement, Contractor shall cease using and return all Program materials to CLEARResult. At CLEARResult’s option, CLEARResult may allow Contractor to complete any Work in progress as of the date of termination or assign that work to another contractor. CLEARResult will only compensate Contractor for Work completed as of the termination date or Work performed after the termination date at the written direction of CLEARResult.
- C. In the event of termination of the Agreement by CLEARResult for cause, Contractor shall be liable to the Program for any and all damages sustained by

- reason of the default that gave rise to termination.
- D. Contractor may terminate this Agreement by providing thirty (30) days written notice to CLEAResult.
 - E. Termination of this Agreement or expiration of this Agreement shall not relieve Contractor of any warranties or other obligations expressed herein which by their terms are intended to extend beyond termination or expiration.
 - F. Upon notice by either party to terminate this Agreement or upon expiration of this Agreement, CLEAResult reserves the right to withhold all current and future payments for Work completed for a period of one year or until all outstanding work including repair work is completed, whichever is greater, to ensure funding is available to complete any deficiencies discovered after termination of this agreement or expiration of this Agreement. CLEAResult shall have the right to assign to another contractor the responsibility for completion of any Work not completed by Contractor or any work that fails to meet quality standards prior to the effective date of termination. If the amount of CLEAResult's claims or damages against Contractor exceeds the unpaid amount earned, CLEAResult shall notify Contractor, and Contractor shall pay CLEAResult the difference within thirty (30) days after receipt of such notification.

12. Indemnification

- A. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless CLEAResult, any Utility, and their respective agents, servants, employees and others acting in concert with them, from and against any and all claims, damages, loss or expense (including attorney's fees) arising out of or resulting from the performance or non-performance, in whole or in part, of Contractor's Work, including but not limited to claims for injury (including death) to persons (including employees, agents or subcontractors of Contractor), and damage or loss to property, whether in contract or in tort, or based on strict liability, whether actual or alleged, caused in whole or in part by any act or omission of Contractor or those employed by it, or working under those employed it at any level (regardless of whether or not caused in part by a party indemnified hereunder) which relates to or arises from: (i) the Work; (ii) the failure of Contractor to satisfy any term, condition or obligation under this Agreement or any Customer Contract; (iii) Contractor's failure to pay any and all federal or state payroll taxes or contributions for unemployment insurance, worker's compensation, pensions and retirement benefits; (iv) the negligence or willful or reckless misconduct of persons performing Contractor's Work; (v) the misuse or prohibited disclosure of information of CLEAResult, the Utility, or Customers, including the economic loss suffered by any of them as a result of such disclosure; or (vi) breach of this Agreement.
- B. With respect to claims against any person or entity indemnified above by any employee of the Contractor, the Contractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be subject to any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or the Contractor's subcontractors under workers' compensation acts, disabilities benefit acts or other employee benefits acts.
- C. Contractor agrees that CLEAResult shall be entitled to set-off, against the amounts that it is required to pay Contractor, the amount of any indemnification to which it is entitled under this Section.
- D. The Parties acknowledge and agree that Utility is a third-party beneficiary of

this Section.

13. Limitation on Damages; Disclaimer.

- A. CLEARRESULT AND UTILITY SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL, WHETHER ARISING IN NEGLIGENCE, BREACH OF CONTRACT, OR UNDER STATUTE OR RULE.
- B. Contractor shall represent to Customer that all services under this Agreement are provided by Contractor alone, and not by CLEARresult or Utility. Contractor acknowledges and agrees that CLEARresult and Utility make no representation or warranty and assume no liability with respect to quality, safety, performance, or other aspect of any design, system, or product provided pursuant to this Agreement, and CLEARresult and Utility expressly disclaim any such representation, warranty, or liability. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third-party on behalf of CLEARresult or Utility. Contractor is solely responsible for any damage incurred by Customer as a result of Contractor's services under the Program. Neither CLEARresult nor Utility is responsible for Customer complaints or damages.
- C. The Parties agree that Utility is a third-party beneficiary of this Section.

14. Compliance with Laws

- A. This Agreement is subject to federal and state laws and regulations regarding nondiscrimination. As a material term of this contract, Contractor agrees to comply with all such applicable laws and regulations. The terms and provisions of the Equal Opportunity Clause, Sections 60-1.4, 250.4 and 741.4 of Chapter 60 of Title 41 of the Code of Federal Regulations, regarding "Nondiscrimination in Employment by Government Contractors and Subcontractors," are incorporated by reference and made a part of this Agreement. In addition, Contractor agrees to comply with the provisions of 29 C.F.R. Part 470. Upon request, the Contractor shall supply CLEARresult with a certificate demonstrating compliance with the foregoing.
- B. Contractor shall comply with all applicable provisions of and regulations under the Occupational Safety and Health Act of 1970, as amended, and all laws, rules and regulations applicable to the hiring of disabled veterans, veterans of the Vietnam era, Uniformed Services members, and individuals with physical or mental disabilities.

15. Mechanics' Liens

- A. Contractor shall keep each Customer's property free of liens and claims filed by subcontractors and vendors of subcontractors and others claiming by or through Contractor, and shall defend, indemnify and hold CLEARresult, any Utility and any Customer harmless from all expenses and losses incurred as a result of any such liens or claims. If a lien or claim is filed by a vendor or subcontractor, Contractor shall cause such lien to be discharged or bonded off within forty-eight (48) hours of notice by CLEARresult. If Contractor fails to do so, CLEARresult may, without prejudice to any other remedies available at law, pay all sums

necessary to obtain a release or discharge of such lien and deduct those sums, including costs, expenses and reasonable attorney’s fees, from amounts due or to become due Contractor.

16. Notices

- A. Any notice required to be given hereunder shall be deemed to be given when emailed to:
 - i. To CLEAResult, Attention: Legal Department, 100 SW Main St Suite 1500,
 - ii. Portland, OR 97204 with a copy to Contractor’s Account Manager and the Contractor Services Field Manager,
 - iii. and to Contractor at the notice email provided on the Participating contractor cover sheet
- B. Either CLEAResult or Contractor may change the person or address to which notice should be given, by written notice to the other, following the method of notice set forth herein.
- C. Contractor shall notify CLEAResult of claims against their insurance resulting from the Work.
- D. Contractor shall notify CLEAResult of any police investigations, claims of theft or inappropriate behavior initiated by any customer or municipality in connection with the Work or against Contractor.

17. Miscellaneous

- A. This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to rules governing conflicts of law. This Agreement is further subject to, and is intended to be in conformity with and governed by, all applicable federal, state, and local statutes, regulations, ordinances, directives, orders and codes governing the provision of weatherization and other home energy performance materials and equipment.
- B. This Agreement consists of a main document of ten (10) pages and the following Attachments hereby incorporated into and made an integral part hereof:
 - Attachment 1. License Agreement**
 - Attachment 2. Contractor Background Check**
 - Policies Attachment 3. Data Security Policy**
 - Attachment 4. Insurance and Credentials Requirements**
 - Attachment 5. Employment Eligibility Verification**

Contractor may not assign this Agreement or further subcontract its obligations under this Agreement without the express written consent of CLEAResult.

- C. This Agreement supersedes any prior agreement between parties and sets forth the entire agreement of the parties with respect to the subject matter hereof and may not be altered, changed, abridged or amended by the Contractor
- D. Failure of CLEAResult to cite the Contractor for any action or non- action on the part of Contractor, no matter how long the same may continue, shall never be considered a waiver of any of its rights hereunder. No waiver at any time or any of the provisions hereof by CLEAResult shall be construed as a waiver of any of the other provisions hereof, or as a waiver at any subsequent time of the same provisions.
- E. Should one of more phrases, clauses, sentences, or paragraphs of this Agreement be invalid, the remaining portions of this Agreement or any part thereof shall not be thereby affected, and this Agreement shall be construed as if such invalid portion or portions had not been inserted into this Agreement.

- F. The individual parties signing this Agreement warrant and represent that they have the proper corporate or other authority to execute this Agreement.
- G. The headings of this Agreement are used solely for convenience and are not to be used in construing or interpreting this Agreement.

[Signatures to follow]

18. Representations and Signature

I, the undersigned declare that;

1. I am an authorized agent of _____ and have authority to submit the Mass Save® Residential Coordinated Delivery (“RCD”) Contractor Participation Agreement on their behalf.
2. The information provided in that Agreement is true, accurate, and correct.
3. I have read the Agreement in its entirety and agree unconditionally to all of its conditions and requirements.
4. I authorize the representatives of CLEAResult to investigate the business history, its affiliates, and all associated partners, principals and management and authorize the release of all said information.
5. I agree that I will report immediately in writing to CLEAResult any changes to the information contained herein at any time.

The information contained in this Agreement and any part thereof, including its exhibits, schedules and other documents and instruments delivered or to be delivered to the CLEAResult, is true, accurate and complete. This Agreement includes all information necessary to ensure that the statements therein do not in whole or in part mislead any party. IN WITNESS WHEREOF, the parties have executed this Agreement and agree to this Agreement, including all of the Attachments, as of the Effective Date.

CLEAResult

(Apply digital signature in the blank space below this line or complete the spaces below)

Contractor

(Apply digital signature in the blank space below this line or complete the spaces below)

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Printed Name)

Name: _____
(Printed Name)

Title: Director _____

Title: _____

Date: _____

Date: _____

Attachment 1

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”) is entered effective as of the Effective Date by and between Contractor (“**Licensee**”) and CLEAResult and is incorporated into the Independent Installation Contractor Participation Agreement between the parties (the “**Participation Agreement**”). All terms not defined in this Agreement shall be as defined in the Participation Agreement.

BACKGROUND

CLEAResult and Licensee contemplate that CLEAResult will license to Licensee CLEAResult’s proprietary software (the “**Software**”) for use and/or access by authorized individual, non-concurrent active users of Licensee’s employees and contractors (“**Users**”) exclusively for the purpose of performing Licensee’s obligations under the Participation Agreement.

AGREEMENT

1. License.

- a. License Grant. The Software, together with all its components and all updates, new versions and modifications as well as any related additional material, including but not limited to all derivative works, are the exclusive property and protected intellectual property of CLEAResult. Subject to the terms of this Agreement and during the Term (defined below), CLEAResult grants to Licensee a limited, worldwide, nonexclusive, and nontransferable license, without rights to sublicense, to (i) permit Users to access, use, perform and display the Software in connection with the management of energy efficiency programs; (ii) to install and use any related client-end plug-ins or components on Users’ computers; and (iii) use and make a reasonable number of copies of any written instructions and user manuals related to the Software (“**Documentation**”). The License grants only the rights expressly provided in this section and includes no other legal or equitable title or other right in the Software or any modification to the Software. Licensee acknowledges that it is aware of the qualities and essential characteristics of the Software and agrees to use the Software at its own risk and responsibility. Licensee agrees that from time to time, the Software may be inaccessible or inoperable for any reason, including: (x) equipment malfunctions; (y) periodic maintenance procedures; or (z) causes beyond the control of CLEAResult or which are not reasonably foreseeable by CLEAResult including the interruption of telecommunication or digital transmission links.
- b. Restrictions. Except as otherwise expressly permitted under this Agreement, Licensee will not, and will not permit, authorize or aid any third-party to: (i) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code of or trade secrets embodied in the Software or any portion thereof; (ii) alter, merge, modify, adapt or create derivative works of the Software; (iii) attempt to modify, alter or circumvent the license control and protection mechanisms in the Software; (iv) distribute, transfer, sublicense or otherwise make the Software, or any portion thereof, available to any third-party; (v) attempt to access any modules

- or functionality that is not authorized by the License; (vi) use the Software for purposes other than those contemplated in this License; (vii) use or transmit the Software in violation of any applicable law, rule or regulation, including but not limited to laws governing data exportation; (viii) use the Software to compete, or aid any third-party to compete, with CLEAResult or the Software; or (ix) remove, obscure or alter any copyright notices or any name, trademark, service mark, hyperlink or other designation of CLEAResult.
- c. Protection Against Unauthorized Uses. Licensee will exercise the same degree of care that it does with respect to its own trade secrets, but no less than the standard in Licensee's industry, to prevent any activity involving the Software that is not expressly authorized under this Agreement ("**Unauthorized Use**") and promptly notify CLEAResult in writing of any knowledge of any Unauthorized Use. Licensee will reasonably cooperate and assist CLEAResult with any actions to prevent or terminate any Unauthorized Use.
2. Term and Termination. This Agreement begins on the Effective Date and remains in effect for the Program Period unless the Participation Agreement is earlier terminated. Upon expiration or termination of this Agreement, the Licensee shall immediately cease using the Software. All applicable provisions shall survive termination of this Agreement.
3. Proprietary Rights.
- a. Software and Documentation. CLEAResult exclusively owns all rights, title and interest in the Software and the Documentation, including but not limited to all updates, upgrades, improvements, enhancements, modifications, configurations, extensions and derivative works. CLEAResult reserves all rights to the Software except those expressly granted to Licensee in this Agreement.
- b. Feedback. CLEAResult welcomes any feedback of Licensee concerning the Software ("**Feedback**"). By providing Feedback, Licensee grants to CLEAResult a worldwide, nonexclusive, nontransferable, perpetual, fully-paid up and royalty-free license, with rights to sublicense, to use the Feedback including the incorporation of the Feedback into the Software.
4. Disclaimer. CLEAResult DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE QUALITY, OPERATION OF, OR USE OF ALL OR ANY PART OF THE SOFTWARE AND FURTHER DISCLAIMS ANY WARRANTY THAT (A) THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE; (B) THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED; OR (C) THAT THE SOFTWARE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CLEAResult EXCLUDES ANY EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS OR WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND.
5. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, defend, reimburse, and hold harmless CLEAResult and its successors and their respective directors, officers, members, employees, representatives, and agents from, for, and against any and all allegations, claims, liens, liabilities, losses, demands, damages, expenses, suits, actions, proceedings, judgments, and costs of any kind whatsoever, whether actual or merely alleged and whether directly incurred or from a third-party,

- including, without limitation, settlement costs, court costs, and attorneys' and expert witness fees and expenses, arising out of, or relating to the conduct of Licensee, its employees, agents, subcontractors at any tier or Licensee's independent contractors, Licensee's breach of this Agreement, or any Claim arising from the Licensee Data.
6. Limit of Liability. CLEARRESULT SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED REVENUE, PROFITS, OR GOODWILL, WHETHER ARISING IN NEGLIGENCE, BREACH OF CONTRACT, OR UNDER STATUTE OR RULE. UNDER NO CIRCUMSTANCES SHALL CLEARRESULT BE LIABLE TO LICENSEE IN EXCESS OF THE TOTAL AMOUNT OF THE FEES ACTUALLY PAID TO CLEARRESULT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT SUCH LIABILITY FIRST ARISES.
 7. Confidentiality Obligations. The receiving party will not use any Confidential Information of the other party for any purpose other than as needed to perform its obligations under this Agreement. The receiving party shall maintain the confidentiality of the Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information, and no less than a reasonable degree of care under the circumstances. The receiving party will not disclose any Confidential Information to any person other than its affiliates and its and its affiliates' directors, officers, partners, members, employees, advisors, consultants, agents or representatives, including without limitation legal counsel, accountants, and financial advisors, who: (i) have a "need to know;" (ii) have been advised of the confidential and proprietary nature of the Confidential Information; and (iii) have signed a written agreement that is as protective of the Confidential Information as that set forth in this Section (collectively, its "**Representatives**"); except as compelled by court order or otherwise required by law. If the receiving party is required by law to disclose Confidential Information, that party will immediately notify the disclosing party and cooperate with the disclosing party to narrow the scope of disclosure and obtain a protective order or other appropriate remedy to maintain the confidentiality of the information. Each party shall be responsible for a breach of the terms of confidentiality and limited use contained in this Agreement by any of its Representatives. Notwithstanding any provision to the contrary in this Agreement, CLEARResult may store, access and transmit Confidential Information within CLEARResult wherever located.
 8. Confidential Information. The term "**Confidential Information**" means all information and materials relating to either party's business, including this Agreement and its existence, disclosed to or received by the other party whether visually, by perception, orally or in writing, in whatever form or medium, whether disclosed before or after the Effective Date, and whether or not specifically marked or otherwise identified as "Confidential" or "Proprietary," including all summaries and notes prepared by or on behalf of either party, except that "Confidential Information" does not include any information that the receiving party demonstrates: (i) has become generally available to the public without breach of this Agreement; (ii) was later received by that party or any of its Representative from another person who did not violate any duty of confidentiality; (iii) is de-identified information aggregated with data from other sources; or (iv) was developed by that party or any of its Representatives without use of any Confidential Information by persons who were not exposed to the Confidential Information.
 9. Audit. Licensee will keep accurate records of all activity with respect to the Software. No more than once each year, CLEARResult may perform an audit, during regular business hours and upon providing reasonable advance notice, to verify that Licensee is using the Software in compliance with this Agreement. If an audit reveals that Licensee has underpaid CLEARResult under this Agreement by more than five percent (5%), Licensee shall pay to CLEARResult the amount of that underpayment and

reimburse CLEAResult for the reasonable and actual costs of that audit.

10. Export Compliance. Each party will comply with United States and foreign export control laws and regulations. Licensee agrees to strictly comply with all applicable laws and regulations, including but not limited to the U.S. Export Administration Regulations (“**EAR**”), and acknowledges that Licensee is responsible to obtain any licenses to export, reexport or import as may be required. Without limiting the foregoing, the parties each represent that: (a) it is not located in any country that is subject to U.S. export restrictions (each, a “**Restricted Country**”); and (b) it is not prohibited from participating in U.S. export transactions by any federal agency. Licensee acknowledges and agrees that CLEAResult may engage foreign nationals or provide services relating to the Software, Documentation or Support Services from outside the United States; provided that CLEAResult shall not provide the Software, Documentation or Support Services from any Restricted Country. Licensee represents that it shall not use the Software, Documentation or Support services from any Restricted Country or in the design, development production or use of any rocket systems, unmanned air vehicles, or chemical, biological or nuclear weapons.
11. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts, without regard to conflict of law rules.
12. Arbitration. Any dispute or claim that relates to this Agreement, its interpretation or breach, or to the existence, scope, or validity of this Agreement or this arbitration provision, shall be resolved by arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment upon the award rendered pursuant to such arbitration may be entered in any court with jurisdiction. The parties acknowledge that mediation helps parties settle their disputes and any party may propose mediation whenever appropriate through the American Arbitration Association or any mediator selected by the parties. Any dispute or claim for which a party seeks injunctive relief, even if contrary to the language of this Section, may be brought in the state and federal courts in Massachusetts, and such courts shall be the proper and exclusive forum for any such action.
13. Remedies. The parties acknowledge that the damages to the affected party in the event of the other party’s breach of the confidentiality, indemnification, or warranty obligations of this Agreement would be irreparable and extremely difficult to estimate, making any remedy at law or in damages inadequate. Thus, in addition to any other right or remedy available to it, either party shall be entitled to an injunction restraining such breach or threatened breach and to specific performance of any of those provisions, and in any case no bond or other security shall be required.
14. Attorney Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney fees the prevailing party incurs, including, but not limited to, those related to or arising from any appeal.
15. Miscellaneous
 - a. Notices. Except as otherwise provided in the Agreement, all notices or other communications under this Agreement must be in writing and delivered to the addresses below the signatures to the Participation Agreement. Notices will be deemed accepted three (3) business days after the date of mailing. Addresses may be changed by notice given by such party to the other pursuant to this section or by other form of notice agreed to by the parties.
 - b. Assignment. Neither party shall assign this Agreement, except to an affiliate, without the prior written permission by the other party.

- c. Entire Agreement. This Agreement, including the Background sections and any exhibits, schedules or attachments (all of which are incorporated into this Agreement by this reference), contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged in this Agreement and superseded by this Agreement. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.
- d. Survival. Each of the sections and any of the parties corresponding rights and obligations relating to confidentiality, indemnity, limit on liability, non solicitation, governing law, arbitration, remedies, attorney fees and this section shall survive termination of this Agreement.
- e. Counterparts. This Agreement may be executed in two (2) or more counterparts, all of which will constitute but one and the same instrument.
- f. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.
- g. Waiver of Breach. The failure of either party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the party under this Agreement shall not be construed as a waiver of such party's right to enforce strict performance in the same or any other instance.
- h. Opportunity for Counsel Review. The parties expressly acknowledge that each has read the terms of this Agreement and that each party has had the opportunity to discuss the terms of this Agreement with independent legal counsel.
- i. Force Majeure. Neither party will be liable for a delay in performing its obligations under this Agreement to the extent that delay is caused by insurrection, war, riot, explosion, nuclear incident, fire, flood, earthquake, or other catastrophic event beyond the reasonable control of the affected party, provided the affected party immediately notifies the other party and takes reasonable and expedient action to resume operations.
- j. No Third-Party Beneficiaries. Nothing in this Agreement shall confer any rights or liabilities upon any person that is not a party to this Agreement, except as expressly provided in this Agreement.



Attachment 2

CONTRACTOR BACKGROUND CHECK POLICIES

Employee Background Checks

The Contractor is required to ensure that their employees who are providing services to CLEAResult successfully pass an employee background check. These background checks are to be done by the Contractor, at the Contractor’s expense, prior to that employee performing or continuing work for CLEAResult, and a background check program should be administered on a continuous basis throughout the period of performance of services for CLEAResult.

The Contractor is responsible for maintaining documentation regarding these background checks through the term of the agreement and for three years following the expiration or other termination of the agreement. The Contractor must certify in writing to CLEAResult that these requirements for all employees performing Work under this agreement have been fulfilled prior to commencement of Work. Non-compliance of these requirements by the Contractor may result in the immediate termination of this agreement between CLEAResult and the Contractor.

The Contractor shall be responsible for administering the background check program such that the program satisfies the minimum requirements outlined below and are made in accordance with CLEAResult’s obligation to **Eversource and National Grid**. Additional information has been provided as to this Addendum providing **Eversource and National Grid’s** background check policy requirements.

It is the Contractor’s responsibility to maintain compliance with all applicable laws and regulations in conducting background checks and maintaining information relating there to, including without limitation the Fair Credit Reporting Act and the Consumer Credit Reporting Reform Act of 1996.

*****All contractor employees working on the program including field staff and office staff are required to have a level two background check that includes a drug screen. *****

Initials _____

EVERSOURCE CONTRACTOR BACKGROUND CHECK POLICY

Definitions

As used in this Policy: (i) Owner refers to any subsidiary(ies) of Northeast Utilities dba Eversource Energy contracting for services; (ii) Contractor refers to the individual or entity contracting to provide services to Owner; (iii) Contract refers to any purchase order, Contract or agreement between Owner and Contractor; (iv) Contractor Representative(s) refers to employees, subcontractors and agents of the Contractor that may provide services to Owner pursuant to a Contract.

Policy Statement

Throughout the Contract term, Contractors are required to ensure that each Contractor Representative providing services for Owner successfully passes a background check which meets the minimum requirements set forth in this Policy, as such may be amended from time to time. These background checks are to be completed by the Contractor at the Contractor's expense prior to the commencement or continuation of work for Owner. The Contractor shall maintain documentation regarding these background checks through the term of the Contract and for a period of three years following the expiration or termination of the Contract, which documentation shall be made available for review and audit by Owner upon request. Notwithstanding any provision in this Policy, Contractor shall comply with all applicable laws and regulations in conducting background checks and maintaining information relating thereto including, without limitation, the Fair Credit Reporting Act and the Consumer Credit Reporting Reform Act of 1996.

Minimum Requirements

Two levels of baseline background checks are required for Contractor Representatives, depending upon the nature and location of the work that they will perform. Additional requirements beyond these minimums may be required by Owner based upon risk assessments or legal requirements.

Level 1 baseline background checks require identity verification and verification of legal rights to work in the USA (or other host country where the services for Owner are performed) and are required of all Contractor Representatives performing services for Owner.

Level 2 baseline background checks require, in addition to Level 1 checks, a seven-year criminal history search, a seven-year Sex Offender Registry check, a seven-year residential address verification, three-year employment history verification, and motor vehicle driving record checks (if responsibilities include driving) and are required for all Contractor Representatives performing services for Owner and meet any one or more of the following criteria:

- When a criminal background check is required by law, regulation or other legal requirement.
- Where a Contractor Representative will have direct contact with customers in a non-public location.
- Where a Contractor Representative will have access to non-public personal information or other information required to be protected under applicable law, regulation or other legal requirement.
- Where a Contractor Representative will have unescorted access to locations containing critical cyber

Initials _____

assets (e.g. SCADAS, Computer Rooms, Tel Data Rooms) or where critical functions are performed, or other locations deemed sensitive by Owner. This will include critical Gas and Electric infrastructure locations such as substations, gate stations, compressor stations, energy control centers, energy management systems, remote monitoring and control locations, communications centers, and critical backup systems.

- Where a Contractor Representative will have direct and/or remote electronic access to Owner cyber assets (hardware/software) or records (electronic, paper, etc.).
- Where a Contractor Representative will provide software, database, application development services, critical systems operation, management, maintenance, or repair services, physical or computer security services, or compliance services for Owner, whether on-site or remotely.
- Where a Contractor Representative will have access to information or systems where there is a risk that significant damage or loss could occur.

In the event that Contractor determines to employ or retain any person who has a current misdemeanor case pending or has been convicted of a misdemeanor in the last five years, Contractor shall notify Owner by email and telephone (Scott.McKenzie@NU.com, 860-665-5297) of its intention to do so, together with Attachment C “Contractor Background Check Exception Request Form.” In no event shall Contractor assign a person who the Contractor has actual knowledge of having a current felony case pending or having been convicted of a felony.

Supplemental Background Check Requirements

Owner, in its sole discretion, may require additional checks to be performed if warranted by the nature of the work and the location where the work will be performed. In addition, Regulatory requirements may dictate that supplemental background checks be performed. For example, access to highly sensitive information or critical infrastructure locations may warrant supplemental checks such as credit history or homeland security checks.

Supplemental checks that may be required include, but are not limited to the following:

- Five (5) panel drug screening
- Education/verification of degrees
- Validations of required licenses (professional and/or legally required)
- Credit history
- Global screening of offshore international/foreign national persons
- Homeland Security checks
- US Citizenship and Immigration Services E-Verify
- Criminal History Check updates every 7 years

Minimum Background Screening Requirements

1. Identification Verification/Eligibility to Work in the Country

Contractors performing services for Owner must provide evidence to Owner or its agent that Contractor has verified the identities of all Contractor Representatives and that all such Contractor Representatives are legally eligible to work in the country where the work is to be performed. Owner requires that U.S. Contractors complete a Social Security trace and or a Consent Based Social Security Number Verification – CBSV on all Contractor Representatives and match results of this check with other identification documents provided by Contractor Representatives.

2. Criminal History Background Checks

Initials _____

Contractors shall ensure that all Contractor Representatives performing work or providing services to Owner are subjected to a criminal history background check. Such checks shall be conducted on all names, including alias names that are provided or developed, and include County, State, and Federal checks based on jurisdictions of work and residence for the past 7 years, as well as international jurisdictions, if available. Checks must be performed on all current Contractor Representatives and any new Contractor Representatives hired or assigned to support the Owner Contract. If the Contractor has had a pre-employment criminal history check process in place and can provide documented evidence that Contractor Representatives assigned to the Owner Contract have been subjected to the criminal history check within the last 3 years, then additional checks are not necessary. Contractor Representatives who work in certain sensitive areas that fall under regulatory requirements, i.e., NERC, are subject to additional criminal history checks. See Supplemental Background Check Requirements above.

The following criteria will be used as guidance by Contractor in making the determination of whether a given Contractor Representative will be allowed to perform work specified in the Contract. These criteria should also be evaluated by the Contractor prior submitting Attachment #1 “Contractor Background Check Exception Request Form” to Owner:

- Number of convictions
- Nature, seriousness and date(s) of occurrence of the offense
- Rehabilitation
- Relevance of the crime committed in relationship to the work to be performed
- Unreasonable risk posed to Owner property or to the safety of employees, other Contractors and/or customers

During the term of the Contract, if the Contractor becomes aware of information concerning a criminal conviction of a Contractor Representative that would fit the above criteria, this information shall be immediately provided to Owner’s Security Department for determination whether the Contractor Representative should be allowed to continue providing services for Owner.

3. Sex Offender Registry Search

Consistent with the scope of the Criminal History Search, a search will be conducted in the Contractor Representative’s provided and developed names, in the state(s) of the Contractor Representative’s residence and place of work, if a statewide repository is maintained and accessible as public record.

4. Residential Address Verification

Contractors must perform a seven-year address verification on all new Contractor Representatives hired or retained to support the Contract.

5. Employment History Verification

Contractors must perform a three-year prior employment history verification on all new Contractor Representatives hired to support the Contract. This check may also reveal prior employment with Owner that must be further explored by Contractor.

6. Motor Vehicle Driving Record Check

All Contractor Representatives who are required to operate a motor vehicle in conjunction with the Contract must be legally licensed and hold a valid driver’s license appropriate to the vehicle being driven. This requirement applies to both Contractor-owned or leased vehicles and Owner-owned/leased vehicles. A motor vehicle driving record check to include a commercial driver license search, when applicable, must be conducted by the Contractor annually in order to validate this requirement.

Initials _____



7. Contractor Representatives Previously Terminated or Removal from Owner Work for Cause
Contractor shall not permit Contractor Representatives to perform services for Owner who were: (i) previously employed by Owner and were terminated by Owner for cause; or (ii) who were previously removed from working on any Contract for Owner.

8. Owner's Right to Amend Requirements for Contractor Background Checks
Owner reserves the right to amend its requirements for Contractor background checks at any time during the Contract term.

Initials _____



National Grid	Doc. No. NGSP 6
BACKGROUND CHECK REQUIREMENTS FOR CONTRACTED SERVICE PROVIDERS	Date: 01/02/15 Rev. # 14
SUBJECT U. S. Background Checks for Contractors	OWNER Global Security

NGSP 6 – Background Check Requirements for Contracted Service Providers - Attachment A - National Grid Requirements for Contractor Employee Background Checks (For National Grid Level 2 Baseline & Supplemental Requirements) 01-02-15

1. Definition of “Contractor” and “Contractor Employees”

The entity or entities engaged or to be engaged under this contract to perform services for National Grid are alluded to throughout this document as “Contractor.” The individuals who will perform work for National Grid under this contract, including employees, principals, sole proprietors, sub-contractors, or contingent staff provided by the Contractor, are referred to as “Contractor Employees.”

2. Minimum Requirements

National Grid’s requirements for Contractor Employee background checks as defined below represent minimum requirements. Additional requirements may be deemed appropriate by National Grid or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work or the Contractor. The Contractor must comply with any such additional requirements as are known or should reasonably be known by it.

To the extent, the Contractor finds that the background check requirements are in conflict with State or Federal statutes, collective bargaining agreements, or other issues that would prohibit compliance, the Contractor should notify their Procurement Department representative for guidance and resolution.

3. Contractor Submittals

Contractor must complete and submit the attached B-1 or B-2 “Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements” to National Grid.

4. Requirements for Background Checks to be Completed Prior to Performing Work Background checks as defined below must be completed before any Contractor Employee begins work under the contract, whether brought on at the outset of a contract or at any other point in the contract term. Only with the written approval of a National Grid Manager may a Contractor Employee begin work in advance of background checks being completed, and any such allowance shall not extend ***beyond 14 calendar days.***

Contractor is responsible for engaging National Grid’s Approved Background Check Provider to conduct the background checks (see Attachment C for instructions).

5. Identification Verification/Eligibility to Work in the Country:

Initials _____



Contractor Employees’ identities must be verified, and they must be legally eligible to work in the country where the work is to be performed. National Grid requires Consent Based Social Security Number Verification (CBSV) through the Social Security Administration as well as I-9/E-Verify through the US Department of Homeland Security. If the results of the E-Verify or CBSV return mismatches or adverse results and the Contractor desires to have the employee perform work for National Grid, the Contractor must submit this information in writing to National Grid’s Security Department. National Grid’s Security Department, in collaboration with the National Grid User, Legal and Ethics Departments, will determine if the Contractor Employee will be allowed to perform work for National Grid and will notify the Contractor in writing of its determination.

6. Social Security Trace

In addition to CBSV, I-9 requirements, and E-verify, National Grid requires a social security trace on Contractor Employees. This search reveals all names and addresses historically associated with the Contractor Employees provided number, along with the date and state of issue, and verifies if the number is currently valid and logical. This search may also reveal the use of multiple social security numbers, AKAs/aliases, and additional employment information that can then be used to determine the parameters of other aspects of the background investigation. Adverse action should not be taken based solely on this information.

7. Criminal History Background Checks

Contractor Employees performing work or providing services to National Grid are subjected to a criminal history background check. Such checks shall be conducted on all names, including alias names that are provided or developed, and include State, County and Federal checks based on jurisdictions of work and residence for the past seven years, as well as international jurisdictions, if available. All checks will include both misdemeanors and felonies. Checks must be performed on all current Contractor Employees and any new Contractor Employees hired or assigned to support the National Grid contract. Contractor Employees who work in certain sensitive areas that fall under regulatory requirements, i.e., NERC, are subject to additional periodic criminal history checks and must consent for a background check to be completed by a company selected by National Grid. If required, this information will be contained in the supplemental background check information contained in Section 14 of this document.

If the results of criminal history background checks or any other source of information in the Contractor’s possession, including the contractor employee’s employment application, reveals a Contractor Employee to have a misdemeanor conviction within the previous five years, a felony conviction, or active/outstanding warrant(s), and the Contractor desires to have the employee perform work for National Grid, the Contractor must submit this information in writing to National Grid’s Security Department. National Grid’s Security Department, in collaboration with the National Grid User, Legal and Ethics Departments, will determine if the Contractor Employee will be allowed to perform work for National Grid and will notify the Contractor in writing of its determination. The following criteria will be used as guidance by National Grid in making the determination of whether the Contractor Employee will be allowed to perform work specified in the contract between your company and National Grid. These criteria should also be evaluated by the contractor prior to making a request to National Grid for the Contractor Employee to be approved for assignment to the National Grid contract:

- Number of convictions
- Nature, seriousness and date(s) of occurrence of the offense

Initials _____

- Rehabilitation
- Relevance of the crime committed in relationship to the work to be performed
- Unreasonable risk posed to National Grid property or to the safety of employees, other Contractors, and/or customers

Contractor notification responsibility: During the term of the contract if the Contractor becomes aware of information concerning a criminal conviction and/or pending criminal case of a Contractor Employee that would fit the above criteria for reporting to National Grid, this information shall be forwarded to National Grid’s Security Department for determination whether the Contractor Employee should be allowed to continue working or providing services for National Grid.

8. Sex Offender Registry Search

Most states maintain a sex offender database that is available as a source of public record. Individuals convicted of such crimes as sexual assault, aggravated criminal sexual conduct, luring or enticing, and kidnapping, or who have been found to be repetitive and compulsive by experts and the courts are required to register with their state authorities. Specific registration requirements are dictated by state laws and are based on dates of offense, sentence and/or release from custody. Consistent with the scope of the Criminal History Search, a search will be conducted in the applicant’s provided and developed names, in the state(s) of the applicant’s residence and place of work for the past seven years, if a statewide sex offender registry is maintained and accessible as public record. If no statewide registry exists, the National Sex Offender Registry, coordinated by the U.S. Department of Justice will be searched. If the results of the Sex Offender Registry Search show that the employee is a registered sex offender and the Contractor desires to have the employee perform work for National Grid, the Contractor must submit this information in writing to National Grid’s Security Department. National Grid’s Security Department, in collaboration with the National Grid User, Legal and Ethics Departments, will determine if the Contractor Employee will be allowed to perform work for National Grid and will notify the Contractor in writing of its determination.

9. Residential Address Verification

A seven-year address verification will be performed. The purpose of this check is to confirm that the address exists and relates to a real property, and to establish that the individual permanently resides or previously resided at the address. Verifying the address given by a prospective employee is important because it confirms that other information provided is correct. An individual may wish to omit their current or former address to conceal adverse information, such as criminal convictions.

10. Employment Verification

A three-year prior employment history verification will be performed. The purpose of this check is important as it serves to check the accuracy of information provided by the applicant. This check may also reveal prior employment with National Grid that should be further explored (see section 13 below). An individual may wish to omit prior employment history to conceal adverse information, such as criminal convictions.

11. 4 Panel Drug Screening

Drug screening will be performed. The screening includes amphetamines, cocaine, opiates and PCP. If the Contractor Employee’s drug screening shows positive results, the employee cannot work for National Grid for a minimum of one year, after which time they can re-apply.

12. Global Watch List Search

Initials _____

U.S. and Global official sanction and embargo lists will be searched to identify PEPs (Politically Exposed Persons), SDNs (Specially Designated Nationals), terrorists, organized criminals, money launderers, fraudsters and others considered high risk. If the employee is found on any of the lists searched as part the Global Watch List Search and Contractor desires to have the employee perform work for National Grid, the Contractor must submit this information in writing to National Grid's Security Department. National Grid's Security Department, in collaboration with the National Grid User, Legal and Ethics Departments, will determine if the Contractor Employee will be allowed to perform work for National Grid and will notify the Contractor in writing of its determination.

13. Motor Vehicle Driving Record Check and Annual Reviews

All Contractor Employees who are required to operate a motor vehicle in conjunction with their contract with National Grid must be legally licensed and hold a valid driver's license appropriate to the vehicle being driven. This requirement applies to Contractor Employees who will be driving a company, personal or rental vehicle at least once per month for National Grid business exclusive of the commute to their regular reporting location. This includes Contractor-owned or leased vehicles and National Grid-owned/leased vehicles. A motor vehicle driving record check to include a commercial driver license search, when applicable, must be conducted by the Contractor annually in order to validate this requirement. If the results of the Motor Vehicle Driving Record Check returns adverse findings and the Contractor desires to have the employee perform work for National Grid, the Contractor must submit this information in writing to National Grid's Security Department. National Grid's Security Department, in collaboration with the National Grid User, Legal and Ethics Departments, will determine if the Contractor Employee will be allowed to perform work for National Grid and will notify the Contractor in writing of its determination.

14. Employees Previously Terminated or Removed from National Grid Work for Cause

National Grid will not permit Contractor Employees who were previously employed by National Grid and were terminated by National Grid for cause, or Contractor Employees who were previously removed from working on any contract for National Grid to work for National Grid.

15. Supplemental Background Check Information

Due to the nature of the work to be performed by the Contractor, National Grid requires that the Background checks include the following information, if checked. Contractor Employees with adverse findings will not be allowed to perform work for National Grid. Detailed specifications for these supplemental background checks will be provided to Contractors during the contracting process, when required.

- Education/verification of degrees
- Validation of required licenses (professional and/or legally required)
- Credit history
- Criminal History updates every 7 years

16. Subcontracted Service Providers

Consistent with National Grid contract terms and conditions, Contractor will impose these background check requirements on any of its subcontracted service providers whose engagements will extend beyond 14 days and will provide evidence of this upon request by National Grid or its agent. Service providers include, but are not limited to:

Initials _____



- Contractors
- Consultants
- Staffing Agencies (employees and contingent workers assigned to National Grid work)
- Professional Services Firms

Excluded from applicability are firms that provide solely delivery or removal services such as:

- Equipment, materials, or office supply manufacturers and distributors
- Delivery companies
- Waste or recyclables haulers

17. Removal of Contractor Employees from Work

If it is determined at any time that a Contractor Employee does not meet the background requirements or has falsified a document that is or was part of the background check, Contractor shall notify National Grid Security immediately. National Grid Security will determine if the Contractor Employee must be removed from the work and will notify Contractor in writing of its determination.

18. Contractor Employee with Adverse Findings

Should a Contractor desire to utilize an employee for work in support of National Grid despite adverse findings with any of the background checks performed, Contractor must submit a request in writing to National Grid’s Security Department. Following receipt of such information, representatives from National Grid’s Security, User, Legal and Ethics Departments will evaluate the background check information and make a determination whether the Contractor Employee should be allowed to perform work for National Grid. National Grid will issue its determination in writing, which the Contractor should retain for the duration of the contract.

19. Retention and Access to Contractor Records

Contractor must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the contract and shall provide confirmation to National Grid upon request that the necessary background checks were performed and there were no adverse results. Upon reasonable notice, National Grid may perform an audit of Contractor’s background check records, background check program and all supporting documents concerning the background of any Contractor Employee performing work for National Grid should questions arise of character, veracity of previous employment and education, or allegations of criminal activity on the part of Contractor Employees or upon request from the National Grid business unit; provided that National Grid may be asked to sign an additional confidentiality agreement in form and substance reasonably satisfactory to Contractor. National Grid’s direct costs and the cost for any contracted audit services will be at the expense of National Grid.

20. National Grid’s Right to Revise Requirements for Contractor Background Checks

National Grid reserves the right to revise its requirements for Contractor Employee background checks during the contract term, with which the Contractor must comply. Any such revisions will be provided in writing. The Contractor may choose to not accept the revisions and renegotiate or terminate the contract.

21. National Grid Security Department Contact Information:

All inquiries and submittals to National Grid’s Security Department and/or Digital Risk and Security

Initials _____



Department as required in this document shall be directed as appropriate to:

All mail inquiries and submittals

Emails or Phone calls should be directed to:

Security

National Grid Global Security
Security Coordinator
40 Sylvan Road
Waltham, MA 02451

Email:
Security-US@nationalgrid.com
Telephone: 781-907-3910



Digital Risk and Security National Grid Director of Digital Risk and Security 40 Sylvan Rd Waltham, MA 02451

Email: itsecurity@nationalgrid.com Telephone: 781-907-2902

Attachment B-1 – National Grid Requirements for Contractor Employee Background Check & Contractor Compliance Statement (for National Grid Level 1 Baseline Requirements Only) 01-02-15

The entity or entities engaged or to be engaged under this contract to perform services for NationalGrid are alluded to in this document as “Contractor.” The individuals who will perform work for National Grid under this contract, including employees, principals, sole proprietors, and contingent staff provided by the Contractor, are referred to as “Contractor Employees.”

Contractor must be able to evidence to National Grid or its agent that it has verified Contractor Employees’ identities and that all Contractor Employees are legally eligible to work in the country where the work is to be performed. National Grid requires that U.S. Contractors complete a Consent Based Social Security Number Verification (CBSV) on their Contractor Employees and match the results with other identification documents provided by their employees during their hiring practices. This represents a minimum background check requirement. Additional requirements may be deemed appropriate by National Grid or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work of the Contractor. These background checks must be completed for all Contractor Employees before they begin work under the contract, whether brought on at the outset of a contract or at any other point in the contract term. If it is determined at any time that a Contractor Employee does not meet the background requirements or has falsified a document that is or was part of the background check, Contractor shall notify National Grid Security immediately. National Grid Security will determine if the Contractor Employee must be removed from the work and will notify Contractor in writing of its determination. Contractor must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the contract and shall provide confirmation to National Grid upon request that the necessary background checks were performed and there were no adverse results. Upon reasonable notice, National Grid may perform an audit of Contractor’s background check records, background check program and all supporting documents concerning the background of any Contractor Employee performing work for National Grid should questions arise of character, veracity of previous employment and education, or allegations of criminal activity on the part of Contractor Employees or upon request from the National Grid business unit; provided that National Grid may be asked to sign an additional confidentiality agreement in form and substance reasonably satisfactory to Contractor. National Grid’s direct costs and the cost for any contracted audit services will be at the expense of National Grid. National Grid reserves the right to revise its requirements for Contractor Employee background checks during the contract term, which the Contractor must comply with. Any such revisions will be provided in writing. The Contractor may choose to not accept the revisions and renegotiate or terminate the contract

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Attachment B-2 – Contractor Information Sheet and Compliance Statement for Employee Background Check Requirements (National Grid Level 2 Baseline and Supplemental Requirements) 01-02-15

The entity or entities engaged or to be engaged under this contract to perform services for National Grid are alluded to in this document as “Contractor.” The individuals who will perform work for National Grid under this contract, including employees, principals, sole proprietors, and contingent staff provided by the Contractor, are referred to as “Contractor Employees.”

Contractor must be able to evidence to National Grid or its agent that it has verified Contractor Employees’ identities and that all Contractor Employees are legally eligible to work in the country where the work is to be performed. National Grid requires that U.S. Contractors complete a Consent Based Social Security Number Verification (CBSV) on their Contractor Employees and match the results with other identification documents provided by their employees during their hiring practices. This represents a minimum background check requirement. Additional requirements listed below are required for National Grid Level 2 Baseline. Supplemental requirements may be deemed appropriate by National Grid or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work of the Contractor. These background checks must be completed for all Contractor Employees before they begin work under the contract, whether brought on at the outset of a contract or at any other point in the contract term. If it is determined at any time that a Contractor Employee does not meet the background requirements or has falsified a document that is or was part of the background check, Contractor shall notify National Grid Security immediately. National Grid Security will determine if the Contractor Employee must be removed from the work and will notify Contractor in writing of its determination. Contractor must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the contract and shall provide confirmation to National Grid upon request that the necessary background checks were performed and there were no adverse results. Upon reasonable notice, National Grid may perform an audit of Contractor’s background check records, background check program and all supporting documents concerning the background of any Contractor Employee performing work for National Grid should questions arise of character, veracity of previous employment and education, or allegations of criminal activity on the part of Contractor Employees or upon request from the National Grid business unit; provided that National Grid may be asked to sign an additional confidentiality agreement in form and substance reasonably satisfactory to Contractor. National Grid’s direct costs and the cost for any contracted audit services will be at the expense of National Grid. National Grid reserves the right to revise its requirements for Contractor Employee background checks during the contract term, which the Contractor must comply with. Any such revisions will be provided in writing. The Contractor may choose to not accept the revisions and renegotiate or terminate the contract.

Attachment C – Instructions for Ordering Background Checks

NOTE: If you do not currently have an account with Accurate Background, Inc., you must set one up prior to ordering background checks through Accurate’s online system. To set up an account, contact Colleen West, our

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account manager at Accurate, and tell her you need an account for National Grid contractor background checks. Her phone number is 949-609-2281 and her e-mail address is cwest@accuratebackground.com.

Attachment 3

Data Security Policy

Contractor agrees that its collection, management and use of CLEAResult Data, as defined in Section 1 below, during the Term shall comply with this Data Security Policy. Capitalized terms not defined in this Data Security Policy are as defined in the Contractor Participation Agreement between CLEAResult and Contractor (the “Agreement”).

1. CLEAResult DATA. CLEAResult Data shall mean:
 - a) All data or information provided, transferred, uploaded, migrated or otherwise sent to Contractor by or on behalf of CLEAResult, any client of CLEAResult, or any customer of any client of CLEAResult; and
 - b) Any account number, forecast, or other similar information disclosed to or otherwise made available to Contractor by or on behalf of CLEAResult, any client of CLEAResult, or any customer of any client of CLEAResult.
2. USE AND STORAGE OF CLEAResult DATA.
 - a) Contractor may receive CLEAResult Data for the purposes of performing its obligations under the Agreement. Subject to the terms of the Agreement, CLEAResult grants Contractor a personal, non-exclusive, non-assignable, non-transferable limited license to use the CLEAResult Data solely for the limited purpose of performing its obligations under the Agreement during the Term. Contractor shall disclose CLEAResult Data only to its employees with a need to know such information for the performance of the Agreement and subject to the terms of this Data Security Policy. Contractor agrees to protect CLEAResult Data with at least the same degree of care used to protect its own most confidential information.
 - b) Contractor agrees that CLEAResult Data will not be (i) used by Contractor for any purpose other than that of performing Contractor’s obligations under the Agreement, (ii) disclosed, sold, assigned, leased or otherwise disposed of or made available to third-parties by Contractor, (iii) commercially exploited by or on behalf of Contractor, or (iv) provided or made available to any third-party without prior written authorization from CLEAResult.
 - c) Contractor will comply with (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of CLEAResult Data (“Privacy and Data Security Law”), (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security, and (iii) all applicable provisions of every Contractor privacy policy, statement or notice and every CLEAResult privacy policy, statement or notice that is provided to Contractor in writing.
 - d) Contractor shall not store, maintain or process any CLEAResult Data outside the country.
 - e) Contractor shall not store, maintain or process any CLEAResult Data in any cloud service or

facility without the express prior written consent of CLEAResult, which consent may be withheld at the sole discretion of CLEAResult.

3. CLEAResult SYSTEM ACCESS. Contractor agrees that it may have access to CLEAResult Data on CLEAResult's network, including but not limited to any server, intranet, or other type of information storing and sharing device or conduit owned or operated by CLEAResult (the "CLEAResult Network"), solely for the purpose of meeting its obligations under the Agreement. Contractor agrees that access for other purposes, or the use of the CLEAResult Network to access other networks, is strictly forbidden and that Contractor is responsible and liable for all damages or unauthorized access resulting from these actions. Such activity will result in the discontinuation of any and all connections to the CLEAResult Network. Contractor agrees that any use of the CLEAResult Network will be solely for necessary business purposes. In accordance with CLEAResult's existing network usage policies, Contractor and its employees shall not access any gambling, pornography or hate or violence sites; introduce any viruses, worms, Trojan horses or other bugs or errors in the network; or forward any chain letters, executable "ready to run" files or other files that may cause damage to CLEAResult, its system or the CLEAResult Network. CLEAResult reserves the right to monitor Contractor's use of the CLEAResult Network. Contractor further agrees that any information that it obtains from access to the CLEAResult Network is CLEAResult Data. CLEAResult and Contractor agree that, in the event of a breach or threatened breach of this Section, CLEAResult shall be entitled to specific performance of the provisions of this Data Security Policy and the Agreement, including an injunction prohibiting any such breach. Any such relief will be in addition to and not in lieu of any other appropriate relief in the way of money damages or otherwise. CLEAResult reserves the right, in its sole discretion, to terminate Contractor's access to and use of the CLEAResult Network at any time, for any reason, and without notice to Contractor.

4. SECURITY CONTROLS.

a) In addition to any other requirements set forth herein, Contractor will establish and implement appropriate administrative, technical and physical safeguards (i) to ensure the security and confidentiality of CLEAResult Data, (ii) to protect against any anticipated threats to the security or integrity of CLEAResult Data, and (iii) to ensure that CLEAResult Data is not disclosed contrary to the provisions of this Section or any applicable Privacy and Data Security Law.

b) In addition to the specific requirements of this Section, Contractor will develop, implement and maintain a comprehensive data and systems security program ("Security Program"). Such Security Program shall include, but shall not be limited to, reasonable and appropriate technical and organizational security measures, procedures and practices against the destruction, loss, unauthorized access or alteration of CLEAResult Data, including but not limited to:

- i. Written policies regarding information security, disaster recovery, third-party assurance auditing, penetration testing;
- ii. Password protected workstations at Contractor's premises, any premises where the Contractor is performing its obligations under the Agreement, and any premises of any third-party who has access to CLEAResult Data;
- iii. Encryption of Confidential Information, as defined in the Agreement, including but not limited to any personally identifiable information of clients of CLEAResult or their customers; and
- iv. Measures to safeguard against the unauthorized access, destruction, use, alteration or disclosure of any CLEAResult Data including, but not limited to, restriction of physical access to CLEAResult Data,

implementation of logical access controls, sanitization or destruction of media, including hard drives, and establishment of an information security program that at all times is in compliance with the current standard requirements in the industry.

c) CLEAResult shall have the right to monitor Contractor's compliance with the terms of this Section. During normal business hours and with twenty-four (24) hours prior notice, CLEAResult or its authorized representatives may inspect Contractor's facilities and equipment and any information or materials in Contractor's possession, custody or control, relating in any way to Contractor's obligations under this Section.

d) In the event, CLEAResult determines Contractor has not complied with this Section, CLEAResult shall provide written notice to Contractor describing the deficiencies. Contractor shall have sixty (60) calendar days from receipt of such notice to cure. If Contractor has not cured the deficiencies within sixty (60) calendar days, CLEAResult may cancel the Agreement.

5. SECURITY MAINTENANCE.

a) Prior to CLEAResult's first transfer of CLEAResult Data to Contractor, Contractor shall provide CLEAResult with documentation satisfactory to CLEAResult that it has undertaken a Security Program.

b) Contractor shall provide CLEAResult written notice of any material change in its Security Program.

c) Contractor and CLEAResult agree to meet upon request of CLEAResult to evaluate the Security Program and to discuss, in good faith, means by which the Parties can enhance such protection, if necessary.

d) Contractor shall update its Security Program, including procedures, practices, policies and controls so as to keep current with applicable industry standards.

6. SECURITY BREACH. Contractor shall notify CLEAResult immediately (and, in any case, within twenty-four (24) hours) in writing of any actual, threatened or imminent breach of this Section (regardless of whether there is any identified disclosure, compromise, loss, or damage to CLEAResult Data) or any other unauthorized use, disclosure or acquisition of or access to, or loss of any CLEAResult Data of which Contractor becomes aware. Such notice will summarize in reasonable detail the effect on CLEAResult, if known, of the breach or unauthorized use, disclosure or acquisition of, or access to, or loss of any CLEAResult Data and the corrective action taken or to be taken by Contractor. Contractor will promptly take all necessary corrective actions and will cooperate fully with CLEAResult in all reasonable and lawful efforts to prevent, mitigate or rectify such breach or unauthorized use, disclosure, acquisition, access or loss, all at Contractor's sole expense, including developing and distributing notices, in writing, to affected persons as required by applicable law, rule, regulation or order or as CLEAResult may otherwise deem necessary or advisable.

7. NO WAIVER. The failure of either Party to enforce strict performance by the other of any provision of this Data Security Policy, or to exercise any right available to that Party, shall not be construed as a waiver of such Party's right to enforce strict performance in the same or any other instance.

Attachment 4 Insurance and Credentials Requirements

Insurance Requirements

(Please provide your agent with the section below to assure the language of your policies meet additional requirements detailed below)

Comprehensive General Liability	Each Occurrence	\$ 1,000,000
	General Aggregate	\$ 2,000,000
Automobile Liability	Combined Single Limits Per Occurrence	\$ 1,000,000
Excess Liability	Each Occurrence	\$ 1,000,000
	General Aggregate	\$ 1,000,000
Worker's Compensation	Each Accident	\$ 500,000
Deductibles	Not to exceed	\$ 100,000
Tail Coverage	Required only if liability coverage is on a "claims made" basis	5 years

Before commencing any Work, Contractor shall provide CLEAResult with a Certificate of Insurance listing CLEAResult as the certificate holder and CLEAResult and Utilities as additional insured on a primary, non-contributory basis. Contractor shall waive all rights of recovery against CLEAResult, the Utility and any of their affiliates for any loss or damage covered by the policies.

Contractor shall include in any contract of insurance providing the coverage required under this Agreement the following or equivalent clause: No reduction, cancellation or expiration of the policy shall be effective until thirty (30) days from the date written notice thereof is actually received by the insured's named hereunder. Upon receipt of any notice of reduction, cancellation or expiration, Contractor shall immediately notify CLEAResult.

Credentials Requirements (all may not apply to your chosen participation path)

Licensing

- All Participating Contractors must hold a valid Massachusetts Unrestricted Construction Supervisor's License (CSL) or a valid Massachusetts Insulation Construction Supervisor Specialty License (ICSL).
- All Participating Contractors must hold a valid Massachusetts Home Improvement Contractor License (HIC)
- All Participating Contractors must hold a valid Massachusetts Lead Safe firm certificate

Installation Work Crew Chiefs

The certified Crew Chief must be at the job site throughout the duration of the job.

Each Crew Chief must hold valid credentials sufficient to satisfy one of the



following certification pathways. Along with the below credentials each Crew Chief must hold a Lead Safe Renovator Supervisor certificate:

1. Boot camp: Crew Member Training + Combustion Safety Training + Boot Camp Crew Chief Field Exam
2. Boot camp: Crew Member Training + BPI Building Analyst Certification + Boot Camp Crew Chief Field Exam
3. Boot camp: Crew Member Training + Boot camp: Crew Chief Training + Boot Camp Crew Chief Field Exam
4. DOE Weatherization Crew Chief certification
5. Contractors internal training + Crew Chief Field Exam + Lead Safe
6. Other RMC-approved training/authorization that demonstrates knowledge of proper air sealing and dense pack techniques, job site management, and combustion safety testing. Please contact your account manager with questions
7. Duct sealing certification may be required based of the CONTRACOTRS proficiencies.

Crew Member Training

Crew members are not required to hold any particular weatherization or building science certifications but

are encouraged to achieve the following certifications:

1. BPI Residential Building Envelope Whole House Air Leakage Control Installer Certification
2. Boot Camp: Crew Member Training
3. Any other BPI or DOE or WAP weatherization training

Crew Chief Exam

After completing the required training, contractors must pass the Crew Chief Field Exam

Failure Policy

- Failing the CST training final exam: Must repeat the CST training
- Failing the Crew Chief field exam: Must complete the 2-day Crew Chief training

HVAC

Licensing requirements depending on product installed

- Plumbers/gas fitters License
- Sheet metal License
- Oil burner technicians,
- Refrigeration technicians
- BPI AC/HP or BPI Heating
- EPA 608 refrigerant handling certificate (40CFR, Part 82, subpart F)

Electrician Licensing

- All Participating Electricians must have at minimum a Journeyman’s Electrician’s License



Attachment 5

Certification of Annual Employment Eligibility Verification and Background Check Compliance

Complete and submit this certification with a signed copy of the Agreement, on each anniversary of the Effective Date, or upon CLEAResult’s request.

CERTIFICATION OF COMPLIANCE

On this ____, day of _____, 20__, the undersigned certifies:

1. I am over 18 years of age, of sound mind, and otherwise competent and authorized to make this certification on behalf of _____ [Name of Contractor]. The foregoing is based on my personal knowledge.
2. I am the _____ [Title] of Contractor.
3. I hereby affirm that Contractor does not knowingly employ, hire for employment, or continue to employ any individual that is not authorized to work in the United States.
4. I hereby affirm that Contractor has completed and retained the Employment Eligibility Verification (Form I-9) documentation to verify that each employee performing the Work is authorized to work in the United States.
5. I hereby affirm that Contractor has completed, retained, and matched the result of a Consent Based Social Security Number Verification, available at <https://www.ssa.gov/cbsv/>, for each employee performing the Work to the documentation provided by that employee.
6. I hereby affirm that Contractor has completed and retained the results of a background check meeting the requirements of Attachment 2 of this Agreement for each employee performing the Work and that each such employee has passed such requirements.

I certify that the above statements are true and correct to the best of my knowledge and belief.

Signature: _____

Printed Name: _____