

New Buildings I Net Zero Fellowship

OVERVIEW

Energy Trust of Oregon seeks proposals for the Net Zero Fellowship from qualified individuals or companies demonstrating excellence in research capabilities and an interest in advancing net-zero energy commercial buildings in Oregon. Energy Trust intends to award up to two fellowship grants, of up to \$50,000 each, to support net-zero energy research over 12 months.

Selected fellow(s) will work closely with members of Energy Trust's Net Zero Advisory Panel and Energy Trust and will share research results to advance Oregon's growing community of net-zero practitioners. The Net Zero Fellowship aims to address technological, financial, social, and other market barriers to net-zero buildings and to grow the community of practitioners advancing net-zero energy design and construction.

Energy Trust is an innovative, independent nonprofit, dedicated to helping electric and natural gas utility customers in Oregon save energy and generate renewable power. Information about Energy Trust's strategic action plans, policies and programs is available at <u>energytrust.org/about</u>. For more information about the past Net Zero Fellowship recipients, visit <u>energytrust.org/netzerogrants</u>.

ELIGIBILITY CRITERIA

Building industry professionals, including, but not limited to, architects, engineers, building science professionals, urban planners, policy professionals and academics, are encouraged to apply. Work must be relevant to Oregon; however, the fellow is not required to be an Oregon resident. Applicants must be eligible to work in the United States and Oregon for the entire duration of the fellowship. Fellows must be available to share research with an Oregon audience, as well as meet with advisors or Energy Trust as necessary.

Application and Selection Process

To apply, interested individuals or companies should complete and submit all required application materials (see below) to <u>newbuildings@energytrust.org</u> as a combined PDF by June 30, 2022. Complete application submissions will be reviewed and evaluated by a Net Zero Advisory Panel of Oregon leaders with expertise in the commercial design and construction industry.

Applications will be evaluated for overall strength and comprehensiveness, including but not limited to the proposed topic's relevance to Oregon and Energy Trust's priorities including <u>diversity</u>, <u>equity</u>, <u>and inclusion</u> goals, <u>quality</u> of the research topic, <u>applicant's experience</u> and demonstrated capacity to conduct technical research, the topic's potential contribution to greater market advancement, and any other criteria which Energy Trust deems relevant.

Contracting and Allocation of Grant Funding

The selected applicant(s) will be required to sign a written grant agreement with Energy Trust that details the terms and conditions for the fellowship grant funding (sample available in Appendix A). As applicable, the selected applicant's organization would also be expected to enroll as an <u>Energy Trust New Buildings Program Ally</u>, demonstrating a commitment to energy efficiency, as a condition of the grant agreement. Grant payments will be made based on achievement of incremental milestones as established in the grant agreement. No award will be considered a commitment, and no obligations or legal relations shall exist between Energy Trust and any selected applicant until a final and binding written contract has been executed by and between Energy Trust and selected applicant. Prolonged contract negotiations will not be undertaken; if it appears that contracting negotiations are not proceeding in a timely manner, Energy Trust may opt to terminate the discussions and select another applicant. Any party involved in these contracting discussions can terminate negotiations at any time and for any reason.

Timeline

The fellowship is expected to follow the schedule below, with potential modifications by Energy Trust:

Application open	April-June, 2022
Applications due to Energy Trust	June 30, 2022
Application review	July-August, 2022
Fellowship award notification	September, 2022
Contracting completed and research begins	October-November, 2022

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FELLOWSHIP TOPICS OF INTEREST

While net-zero buildings have gained traction, widespread adoption requires new research related to design, costs, technologies, operations and policies. Fellows may address any barrier to net-zero commercial construction in Oregon. Energy Trust encourages research that examines multiple facets of net-zero design and construction especially in relation to how customers make decisions and how benefits accrue to communities that have previously received limited energy investments, such as rural areas, those who have lower incomes or identify as people of color. Topics of particular interest include:

- Cost-Benefit Studies Incremental costs and specific benefits to owners and occupants, including capital and operational costs and benefits, that are associated with increased performance levels of net-zero energy buildings. Methods for identifying costeffective solutions to net-zero design through life-cycle cost analysis.
- **Ownership and Occupant Benefits** Measurable first cost, operational cost, energy savings and non-energy benefits of net-zero energy buildings, and how these can inform the business case.
- Benefits and Tools for Communities Support for people who have previously received limited energy investments to plan, develop and finance net zero buildings to strengthen Oregon communities. Identify benefits such as healthy indoor environments and low utility costs and how they impact financial feasibility.
- **Carbon** Understanding carbon emissions impact from net zero design and the potential tradeoffs between energy efficiency and carbon savings in decision making.
- Ventilation and Indoor Air Quality Opportunities for improved health, resilience and energy savings from innovations in ventilation developed during the pandemic.
- Low-Income Housing Strategies for combined financing and technical design of energy efficiency measures for low-income housing development in Oregon and solutions for common challenges faced by this market sector.
- Modeling Protocols/Advanced Modeling Solutions for inconsistent data and the wide variances between estimated and actual energy use. More detailed and consistent metrics and improved energy modeling methods as well as better data to ensure comparable results.
- Occupant Engagement and Demand Response Further understanding of building energy management systems and the
 education necessary to achieve optimum building performance through occupant engagement for different building types, use
 types, and occupants.
- **Monitoring and Feedback** Improved collection and dissemination of actual performance data through dashboards and displays to inform assumptions made in design and in building system adjustments and to influence occupant behavior.
- Advanced Envelope and HVAC Interactions between advanced technologies and improved systems to understand replicable cost and energy savings and optimized operations.
- **District Scale/Community Based Net Zero Energy** Opportunities to implement net-zero energy at the community, campus and district scale, and address the financial, operational and other barriers that often prevent this scale of implementation.
- Resilience The relationship between building performance and resilience, and specifically the technical and financial solutions for strategies like renewable energy and storage, grid optimization or community driven solutions in places affected by natural disasters.
- Solar Solutions for addressing barriers to adoption of solar energy in net zero design and construction.

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APPLICATION REQUIREMENTS

Applications must address the content below with each section clearly labeled to correspond to the topic area. The total application shall not exceed 10 pages (excluding optional supplemental materials) with 11 or 12-inch font and one-inch margins. Please submit to newbuildings@energytrust.org as a single, combined PDF.

Topic Area	Requirements	Limitations
Basic Applicant Information	 Name and Contact information (email, phone and address) Affiliation(s) Relevant work history and/or disciplinary field(s) Educational background Honors, awards and/or publications 	Resume is acceptable. One page maximum.
Research Overview	 Title for proposed research project (20-25-word maximum) Concise summary of research topic (100-200 words) Identification of any industry partners participating in the research Primary goals and outcomes for research (1-2 sentences each) All deliverables or products associated with this project 	All elements required for consideration. Two pages maximum.
Research Statement	 What is the scope of research? How will it address net-zero industry challenges or market barriers? Describe research approach and methodologies. Describe research goals in more detail. What is significant or innovative about the research? If you expect to work with others, what unique value/qualifications do they bring? 	Statement limited to one page of text. Up to three relevant figures and images may be included on a separate page.
Research Context	A summary of the current research landscape related to the proposed area of study, including information already developed, examples of relevant literature and sources for further study. Describe the need and how the proposed research will fill important gaps. Address relevance to Oregon.	Maximum of 500 words.
Diversity, equity and inclusion	 How does the work support <u>Energy Trust's Strategic Plan</u> and <u>diversity</u>, <u>equity</u>, and inclusion priorities? How will this work transform Oregon's commercial building industry toward net-zero design and construction and provide benefit to communities that have previously received limited energy investments? How will your work benefit Energy Trust customers? Describe how research furthers the prioritization of diversity, equity and inclusion within the commercial design and construction practice. Preference will be given to applicants who are <u>COBID certified</u> or self-identify as a woman-owned, minority-owned or veteran-owned business. 	Maximum of 500 words.
Research Plan	 General timeline in which you expect to deliver the work. Plan to disseminate research results / deliverables to Oregon building industry. (Energy Trust may be able to publish documents online, and provide assistance planning events or webinars) Budget, including total funding requested and best estimate of labor hours and direct expenses. 	One page maximum.
Personal Impact	 Why do you wish to undertake this research project? What specific qualifications, training or experiences will help you serve as a Net Zero Fellow? How do you expect to benefit from the fellowship personally and/or professionally? If selected, how will you address this fellowship with your current employer? Or how will this project fit into your company's current activities? 	Maximum of 500 words.

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Letters of Recommendation	Two letters of recommendation from individuals familiar with your work, professional skills and ability to conduct research.	Maximum of one page per letter.
Portfolio and/or Supplemental Materials	Supplemental materials, such as articles, plans, speeches or other items that demonstrate capabilities to do this work. The submission of supplemental materials is optional, though a portfolio is strongly encouraged for proposals with visual components.	Optional. Limited to three examples for a total of 10-25 pages maximum.

To be reviewed, the submitted application must include all items above, except for the item clearly marked as 'optional'.

Application Deadline: June 30.

GOVERNING TERMS AND CONDITIONS

By submitting an application, applicant represents that it is authorized to submit the application materials, all information provided in the application is true and correct, and applicant explicitly agrees to and accepts the governing provisions as set forth below and elsewhere in this document:

All materials submitted in response to this application shall become the property of Energy Trust and shall not be returned to the applicant.

This application does not constitute an offer to enter into a contract with Energy Trust, nor does it commit Energy Trust to enter into a contract or similar undertaking with applicant. Energy Trust is not bound to enter into a contract with any qualified applicant. Energy Trust reserves the right to suspend or modify the terms of this application or application process at any time in its sole discretion. This includes without limitation the right to cancel or revise this application at any time, vary any timetable or schedule, add or change any application provision discussed herein, waive any nonconformity in submissions received, accept or reject any or all of the items in the submission, or award any ultimate contract in whole or in part as it is deemed in Energy Trust's best interest. No verbal agreement or conversation made or had at any time with any officer, agent, or employee of Energy Trust, nor any oral representation by such party shall add to, detract from, affect or modify the terms of the application, unless specifically included in a written addendum to this application issued by Energy Trust.

Applicant is solely responsible for its own expenses in preparing an application and for any subsequent negotiations. Energy Trust will not be liable to any applicant for any claims, whether for costs or damages incurred by the applicant in preparing the response, loss of anticipated profit in connection with any final contract, or any other matter whatsoever. Applicant waives any right it may have to bring any claim, whether in damages or equity, against Energy Trust, Energy Trust Board of Directors or any of Energy Trust's agents, employees or contractors, with respect to any matter arising out of any process associated with this application.

FOR MORE INFORMATION

Please visit energytrust.org/netzerogrants or call 1.877.467.0930.

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APPENDIX A: SAMPLE DRAFT GRANT AGREEMENT

SAMPLE DRAFT ONLY: This sample draft form of agreement is not an offer and is not meant to create any enforceable obligation. This sample contains a list of standard terms and conditions frequently included in our grant agreements; it is not an exhaustive list and is subject to change. This sample is provided for informational purposes only and does not imply an award, agreement, or offer to contract.

NET ZERO FELLOWSHIP GRANT AGREEMENT

SAMPLE DRAFT ONLY

This Net Zero Fellowship Grant Agreement effective [INSERT DATE] ("Agreement" or "Grant Agreement") is between Energy Trust of Oregon, Inc., an Oregon not-for-profit corporation ("Energy Trust") and [INSERT NAME] (the "Net Zero Fellow"). Energy Trust and Net Zero Fellow are also referred to individually in this Grant Agreement as a "Party" and collectively as "Parties".

A. <u>Background</u>: Energy Trust's Net Zero Fellowship ("NZF") aims to address market, technological or policy barriers to net zero buildings and to grow the community of practitioners advancing net zero energy design and construction in Oregon. Energy Trust's NZF seeks to achieve these goals by supporting research that helps to advance Oregon's net zero community.

Net Zero Fellow submitted an NZF application to Energy Trust seeking funding in support of Net Zero Fellow's proposed research plan. Following review by its Net Zero Advisory Panel, Energy Trust selected Net Zero Fellow to receive an NZF grant in support of Net Zero Fellow's research as set forth in this Grant Agreement.

B. Form of Grant and Duties of Net Zero Fellow

1. Energy Trust agrees to provide Net Zero Fellow a grant of \$[INSERT DOLLAR AMOUNT] (the "Grant") payable in increments as set forth more specifically in *Exhibit A* which is attached and fully incorporated into this Grant Agreement by this reference.

2. Net Zero Fellow shall provide Energy Trust with a completed IRS Form W9.

3. The Grant shall be used by Net Zero Fellow exclusively towards the NZF research activities as set forth in *Exhibit A* (collectively, the "Permitted Purposes").

4. Books and records of the Grant expenditures must be maintained and made available for inspection by Energy Trust should it so desire.

5. Any portion of the Grant not used for the Permitted Purposes, unless prior written approval has been obtained for any significant variance, shall be repaid by Net Zero Fellow to Energy Trust.

6. A condition precedent to Energy Trust's obligation to provide any Grant funding to Net Zero Fellow under this Grant Agreement shall be Net Zero Fellow's successful enrollment as an Energy Trust New Buildings Program Ally before or by [INSERT DATE].

C. <u>Term and Termination</u>: This Grant Agreement is effective from [INSERT DATE], until [INSERT DATE] unless terminated earlier in accordance with **Section F** below.

D. <u>Payment Procedures</u>: Energy Trust will pay the Grant to Net Zero Fellow in installments as indicated in the Payment Schedule set forth in *Exhibit A*. Net Zero Fellow shall submit to Energy Trust, at <u>accountspayable@energytrust.org</u>, documentation as detailed in *Exhibit A* confirming that it has met requirements to request Grant funds payments. Energy Trust will remit payment within thirty (30) days of receipt of all required documentation. Such installment payments shall be conditioned upon Energy Trust's determination, in its sole discretion, that (i) any portion of the Grant funds previously provided to Net Zero Fellow have been used only for Permitted Purposes; and (ii) no conditions exist that would warrant termination of this Grant Agreement and recovery of any unspent Grant funds pursuant to *Section E* of this Grant Agreement.

E. <u>Termination and Survival of Terms</u>: Energy Trust may terminate this Grant Agreement immediately and recover any unspent or improperly spent Grant funds upon written notice delivered to Net Zero Fellow in the event Net Zero Fellow fails to comply with any provision of this Grant Agreement as

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determined by Energy Trust in its sole discretion. Sections E, F, G, I, J, K and any other provisions of this Grant Agreement which by their nature extend beyond the term of this Grant Agreement shall survive termination of this Grant Agreement.

F. Copyright License Agreement:

1. Net Zero Fellow hereby grants to Energy Trust the nonexclusive, worldwide, perpetual, irrevocable, royalty-free and sub-licensable right and license to reproduce, distribute, perform and display (publicly or otherwise), and prepare compilations and, subject to the last sentence of this **Section** *F.1* derivative works based upon, all or any portion of any copyrightable works submitted to Energy Trust by Net Zero Fellow in connection with Net Zero Fellow's *Exhibit A* work under this Grant Agreement, including without limitation, any literary works and any separate copyrightable works, (e.g. charts and graphs) incorporated therein ("Submissions"). If the Submissions were created in the course of the Net Zero Fellow's employment as a "work made-for-hire", then Net Zero Fellow's employer as identified in the Signature area of this Grant Agreement ("Employer") hereby grants to Energy Trust the nonexclusive, worldwide, perpetual, irrevocable, royalty-free, and sublicensable right and license to reproduce, distribute, perform and display (publicly or otherwise), and prepare compilations and, subject to the last sentence of this *Section F.1* derivative works based upon, the Submissions. Energy Trust may distribute the Submissions in print, digital, electronic or any other format or medium now known or hereafter discovered. For clarity, Energy Trust's right to create derivative works based upon the Submissions does not include the right to modify the substantive content of the Submissions, but does include the right to modify and reformat the Submissions in order to reproduce and distribute the Submissions in differing formats and media consistent with the preceding sentence.

2. Net Zero Fellow and, if the Submissions were created in the course of Net Zero Fellow's employment as a "work made-for-hire," Employer (together the "Contributor"), agree not to reproduce, distribute, perform and display (publicly or otherwise) the Submissions or any compilation or derivative work based upon the Submissions prior to Energy Trust's NZF publish date, for which the Submissions is made and to which it is submitted. For clarity, this **Section F.2** does not limit Contributor's right to circulate pre-publication drafts of the Submissions for peer review.

3. Net Zero Fellow represents and warrants that (i) the research it develops as outlined in the Submissions are original and authored solely by Net Zero Fellow ((ii) that Net Zero Fellow or Employer, as applicable, has the right and authority to enter into this agreement and to grant the rights granted in this agreement; and (iii) that provision of the Permitted Purposes and Submissions to Energy Trust will not violate rights of others, including rights relating to defamation, contract rights, copyrights, trade secret rights, patent rights, and rights of privacy or publicity.

4. To the extent that Net Zero Fellow has any "moral rights" with respect to the Submissions, including any right of inspection or approval of the uses of any Submissions or any portions thereof, Net Zero Fellow agrees to waive and decline to assert such rights, and agrees that Energy Trust may reformat and otherwise modify the Submissions regardless of medium into which the Submissions may be modified and regardless of the effect of such modifications on the integrity of the Submissions; provided that Energy Trust may not modify the substantive content of the Submissions. For clarity, Energy Trust may provide the Submissions as parts of compilations in various formats including, without limitation, ink on paper, Adobe Acrobat (.pdf) format, Microsoft (.doc, .ppt, and .xls), graphics and web formats. Net Zero Fellow hereby grants to Energy Trust and its authorized representatives permission to publicly identify Net Zero Fellow by name as an author of the Submissions and to include biographical information in any materials related to Energy Trust's NZF.

G. <u>Attribution</u>: Net Zero Fellow agrees to acknowledge Energy Trust's NZF Grant contribution in public statements regarding the NZF-funded research in accordance with NZF communication guidelines to be provided by Energy Trust. In connection with this Grant Agreement, Net Zero Fellow hereby grants Energy Trust and its authorized representatives permission to publicly identify Net Zero Fellow by name as an Energy Trust NZF grant recipient, to provide a general description of Net Zero Fellow's research plan project, and to include information about Net Zero Fellow's personnel performing the research.

H. <u>Notices</u>: Notices required by this Grant Agreement will be deemed effective (i) if delivered personally, on receipt, (ii) if mailed, three business days after being mailed by U.S. certified mail, return receipt requested, (iii) if sent by facsimile, on generation by the transmitting machine of a confirmation of both successful transmission and receipt, or (iv) if emailed, on confirmation of both successful transmission and receipt. Notice will be given to the persons at the contact information listed below or to such other persons or contact information as may be designated by a party by notice pursuant to this provision.

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EnergyTrust of Oregon

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<u>If to Energy Trust:</u>	If to Net Zero Fellow:
Energy Trust of Oregon, Inc.	
421 SW Oak Street, Suite 300	
Portland, Oregon 97204	
Attn: Legal/Contracts	Attn:
Phone:	Phone:
Email:	Email:

I. <u>Relationship of Parties</u>: This Grant Agreement is not intended to form a partnership or joint venture between Net Zero Fellow and Energy Trust.

J. Indemnification and Limitation of Liability: Net Zero Fellow will indemnify and defend the Energy Trust and its directors, officers, employees, agents, representatives, and affiliates (the "Energy Trust Indemnified Parties") and hold them harmless from and against any and all losses, liabilities, damages, claims, suits, actions, judgments, assessments, costs and expenses, including without limitation interest, penalties, attorney fees, any and all expenses incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, imposed on, or incurred or suffered by any of them, directly or indirectly, as a result of or arising from the negligent or wrongful acts or omissions of Net Zero Fellow, from any breach of this Grant Agreement by Net Zero Fellow. Energy Trust is deemed or considered to be the employer of Net Zero Fellow. Energy Trust is not responsible for any tax liability which may be imposed on the Participant as a result of any Grant Funds. Energy Trust's liability to Net Zero Fellow in connection with this Grant Agreement shall be limited to any amounts owed Net Zero Fellow under this Grant Agreement. In no event will Energy Trust be liable to Net Zero Fellow for any other damages, whether characterized as general, special, direct, indirect, punitive, consequential or otherwise.

K. <u>Governing Law and Jurisdiction</u>: Any disputes arising in connection with this Grant Agreement will be governed by Oregon law, without reference to its principles of conflict of law. The exclusive jurisdiction for resolution of such disputes will be Oregon.

L. Compliance with Laws; No Lobbying: Grantee shall comply with all laws and certifies that it has and shall maintain all appropriate licenses, registrations, and certifications for the work it performs. Net Zero Fellow shall not use any portion of the Grant funds for the purposes of lobbying or any political activity.

M. <u>No Third Party Beneficiaries</u>: This Grant Agreement is made and entered into for the sole purpose and legal benefit of the parties, and no other person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Grant Agreement.

N. <u>Severability</u>: Should any provision of this Grant Agreement be held by a tribunal of competent jurisdiction to be invalid or unenforceable, the remainder of the Grant Agreement will remain in full force and effect.

O. Integration and Amendment: This Grant Agreement supersedes all other agreements between the parties regarding the particular subject matter of this Grant Agreement, and contains their entire understanding as to its particular subject matter. This Grant Agreement may not be amended or modified except by a written instrument duly executed by authorized representatives of the parties. This Grant Agreement will not be varied, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade.

P. Confidentiality/Non-disclosure: [RESERVED]

Q. <u>Authority</u>: Each of the individuals signing below represents and warrants that he or she has been properly authorized by his or her respective organization to enter into this Grant Agreement and that by their signatures each of the parties does intend and is hereby legally bound under the terms of this Grant Agreement.

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EXECUTED IN DUPLICATE on the dates indicated below.

ENERGY TRUST:	NET ZERO FELLOW:
ENERGY TRUST OF OREGON, INC.	[Insert Name]
Signature:	Signature:
Print Name:	Print Name:
Title:	Date:
Date:	
	EMPLOYER: (If required pursuant to Section F , an individual authorized to sign on Employer's behalf must also sign here)
	[Insert Employer's Name]
	Signature of Individual Authorized to Sign on Employer's Behalf:
	Print Name:
	Title:
	Date:

Attachments:

Exhibit A, Research Plan and NZF Grant Payment Schedule

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