



NJCEP RESIDENTIAL NEW CONSTRUCTION PROGRAM FY2019 RATING COMPANY PARTICIPATION AGREEMENT

Rating Company Information

Rating Company Name: _____

Contact: _____

Mailing Address: _____

Phone: _____ Cell Phone: _____ Fax: _____

Rating Provider Name: _____

Partnership Agreements and QA/QC Procedures (if your first time applying to NJCEP RNC Program, please provide fully executed copies of the following with this application):

- Rating Company is currently an ENERGY STAR partner and has completed an EPA ENERGY STAR Online Partnership Agreement at (<https://www.energystar.gov/buildings/tools-and-resources/online-partnership-agreement>).
- If performing Zero Energy Ready (ZERH) and ZERH + renewables (RE) projects, Rating Company has completed a DOE Zero Energy Ready Home partnership agreement (<http://www4.eere.energy.gov/buildings/residential/register>).
- Quality Assurance/Quality Control Program (QA/QC): In addition to complying with RESNET QA/QC standards, applicant has a plan compliant with RESNET and if a first time applicant, must provide a copy of their current QA/QC procedures. These procedures shall, at a minimum, include a description of the following:
 - Sampling methodology for on-site inspection
 - Sample on-site inspection report and copies of all forms used
 - On-site inspection level
 - Inspection protocols
 - Inspection results reporting process
 - Dispute resolution policy
 - Disciplinary plan (including termination of affiliation)



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Insurance Requirements

| RATING COMPANY INSURANCE | | |
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| <p>Rating Company shall maintain the following types of insurance at the following minimum levels of coverage for the life of this Agreement:</p> <ul style="list-style-type: none"> • Commercial General Liability covering bodily injury and property damage, minimum \$1,000,000 aggregate and per occurrence • Automotive Liability covering owned, non-owned and hired vehicles, minimum \$1,000,000 combined single limit • Workers' Compensation in accordance with statutory minimums, but including no less than Employer's Liability minimum \$500,000 aggregate and \$100,000 per occurrence and per employee <p>If any policy of insurance required is subject to a general aggregate limit, then such aggregate limit shall be at least twice the event limit. Each certificate of insurance shall list CLEAResult and Sponsor (as defined below) as additional insured on a primary, non-contributory basis. Rating Company shall waive all rights of recovery against CLEAResult, Sponsor, and any of their respective affiliates for any loss or damage covered by the policy. Evidence of this requirement shall be noted on all certificates of insurance provided to CLEAResult. CLEAResult shall be listed as a certificate holder with each insurance agency providing certificates so as to facilitate notifications related to changes in coverage.</p> | <input type="checkbox"/> Yes | <input type="checkbox"/> Certificate of Insurance is Attached |

Program Overview

CLEAResult is implementing the Residential New Construction Program (the "Program"), which runs on a fiscal year from July 1 to June 30 year to year, within the State of New Jersey. This Program is part of the New Jersey Clean Energy Program portfolio funded by New Jersey utility ratepayers under the auspices of the New Jersey Board of Public Utilities ("NJBPU"), and is administered by TRC ("Program Administrator") for the State of New Jersey through the New Jersey Board of Public Utilities. CLEAResult is in the business of implementing energy efficiency programs funded by utility ratepayers such as NJBPU ratepayers. CLEAResult recruits Rating Companies and builders to perform services under the Program and performs quality assurance as part of managing the implementation of the Program.

Application Instructions

Step 1: Complete a Rating Company Participation Agreement.

Step 2: Complete a W-9

Step 3: Please submit the following (If a first time applicant, be sure to submit the above listed Partnership Agreements and QA/QC procedures, in addition to the following):

- Completed Rating Company Participation Agreement
- W-9
- Certificate of insurance reflecting the above stated insurance policies and limits
- NJ Business Registration Certificate

Step 4: Submit certificates of insurance and copies of required documents (if applicable) with each annual renewal, and upon any material revisions or cancellations, to CLEAResult via email listed below.



**NJCEP RESIDENTIAL NEW CONSTRUCTION PROGRAM
FY2019 RATING COMPANY PARTICIPATION AGREEMENT**

Email: RNCNJCEP@NJCleanEnergy.com

After your Agreement is received, a Program representative will contact you to confirm receipt and continue the application process. Rating Companies do not become participating Rating Companies until they complete required administrative and field trainings and receive confirmation of participation from CLEAResult's program management. Rating Company eligibility is at the sole discretion of the Program. Participation in the Program and this FY2019 Rating Company Participation Agreement are subject to the CLEAResult Standard Terms and Conditions for Participating Rating Companies.

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| RATING COMPANY AGREED AND ACCEPTED | |
| I have read and understood the Rating Company Participation Agreement and the CLEAResult Standard Terms and Conditions for Participating Rating Companies and certify that the information I have provided is true and correct. | |
| Signature: | Date: |
| Name (printed): | Title: |
| CLEAResult CONSULTING INC., AND/OR AN AFFILIATE THEREOF AGREED AND ACCEPTED | |
| Signature: | Date: |
| Name (<i>printed</i>): Janja Lupse | |
| Title: New Jersey Program Director | |

These CLEAResult Standard Terms and Conditions for Participating Rating Companies and the FY2019 Rating Company Participation Agreement (collectively, the “**Agreement**”) are made and entered into by and between CLEAResult Consulting Inc., a Texas corporation and/or an affiliate thereof (“**CLEAResult**”), and _____ (“**Rater**” or “**Rating Company**”). CLEAResult implements the NJCEP Residential New Construction Program (the “**Program**”) through an agreement with the program administrator, TRC (“**Program Administrator**”) on behalf of the State of New Jersey through the New Jersey Board of Public Utilities (each a “**Sponsor**”) to administer services to eligible customers (each, a “**Customer**”). CLEAResult and Rating Company 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:

1. **TERM AND TERMINATION.** This Agreement is effective upon the date it is executed by both Parties and will continue through June 30, 2019 (the “**Program Period**”), unless terminated in accordance with the provisions in this Agreement. In addition, 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. Rating Company agrees that Sponsor, Program Administrator or CLEAResult may terminate, suspend, or modify this Agreement at any time and for any reason, including, without limitation, for Rating Company’s noncompliance with the Program guidelines, any law, the Rating Company Program Requirements in [Exhibit B](#), or any provision of this Agreement. Sponsor, Program Administrator or CLEAResult have the option of terminating, suspending or modifying this Agreement in accordance with the [New Jersey Contractor Remediation Procedures](#). Upon termination of this Agreement, Rating Company shall immediately cease participating in the Program, including but not limited to any applicable use of Program materials, logos or other advertising tools, equipment and incentive forms. CLEAResult will not pay Rating Company for post-termination activity including but not limited to any incentives dated and submitted after the date of termination or for any costs incurred by the Rating Company post-termination. In the event of termination for cause, Rating Company shall be liable to the Program for any and all damages sustained by reason of the default that gave rise to termination. In the event either party terminates this Agreement, CLEAResult shall have the right to assign to another Rating Company the responsibility for completion of any work not completed by Rating Company prior to the effective date of termination or any work that fails to meet quality standards prior to the effective date of termination. Rating Company agrees that CLEAResult may withhold payments for work completed by Rating Company for a period of up to one (1) year from the effective date of termination, or expiration of this Agreement, to ensure funding is available for any damages, claims, or deficiencies discovered after termination or expiration. If the amount of CLEAResult’s claims or damages against Rating Company exceeds the unpaid amount earned, CLEAResult shall notify Rating Company, and Rating Company shall pay CLEAResult the difference within thirty (30) days after receipt of such notification. Termination of this Agreement or expiration of this Agreement shall not relieve Rating Company of any warranties or other obligations expressed herein which by their terms are intended to extend beyond termination.
2. **ELIGIBILITY.** The Program determines eligibility of Rating Companies at its sole discretion. CLEAResult may request from Rating Company verification of its eligibility requirements at any time during the Program Period.
3. **CONFIDENTIALITY.** Rating Company will have access to Confidential Information (as defined below) by participating in this Program. Rating Company will not use any Confidential Information of CLEAResult for any purpose other than as needed to perform Rating Company’s obligations in the Program. Rating Company will hold all Confidential Information of CLEAResult 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 Rating Company is required by law to disclose Confidential Information, Rating Company will immediately notify CLEAResult and cooperate with CLEAResult to obtain a protective order or other appropriate remedy to maintain the confidentiality of the information. Rating Company agrees to comply with the Data Security Policy, attached and incorporated as [Exhibit A](#). The term “**Confidential Information**” means all Customer data and all information and materials relating to CLEAResult’s business, in whatever form or medium, disclosed to or received by Rating Company, 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., iManifold, Testo), and all summaries and notes prepared by or on behalf of Rating Company, except that “Confidential Information” does not include any information that Rating Company demonstrates: (i) has become generally available to the public without breach of this Agreement; (ii) Rating Company later received from another person who did not violate any duty of confidentiality; or (iii) Rating Company developed without use of any Confidential Information by persons who were not exposed to the Confidential Information.
4. **PROGRAM PROVISIONS AND SUPPORT.** CLEAResult will provide the Rating Company with each of the following: (a) technical, administrative, and software support via webinars and Program technical representatives, during regular business hours (holidays excluded) through a toll-free number; (b) Program-sponsored training conducted during regular business hours (holidays excluded), unless otherwise agreed by the Parties and attended solely by Rating Company’s personnel, unless otherwise agreed by the Parties; (c) marketing materials to allow the Rating Company to communicate the benefits of the Program to eligible Customers; and (d) Customer data.
5. **USE OF INTELLECTUAL PROPERTY.** Rating Company shall not use the trademarks, logos or other intellectual property of CLEAResult, Sponsor or any of their affiliates without prior written approval by CLEAResult or Sponsor, as applicable.
6. **INSURANCE AND LICENSING.** Rating Company shall provide CLEAResult with all applicable certificates of insurance before performing any work for the Program. Rating Company will provide CLEAResult with updated insurance certificates as appropriate but no less frequently than every time the auto policy is renewed or modified. Rating Company shall provide CLEAResult with at least thirty (30) days’ prior written

- notice before an insurance policy required by this Agreement is reduced, cancelled, or expires. At all times during the Program Period, Rating Company, and its agents and subcontractors, shall retain all necessary licensures, certification, training, and other requirements as deemed necessary by state law, the Program policies and guidelines, and all relevant documentation pertaining to the installation of the energy efficiency measures, and will provide immediate access to such documentation to CLEAResult and Sponsor upon request. This includes but is not limited to appropriate liability insurance, permits, licensure, or certification information, installed equipment model and serial numbers.
7. **INDEPENDENT CONTRACTOR.** Rating Company is an independent contractor in relation to CLEAResult and Sponsor, 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. CLEAResult and Sponsor shall not control or direct the details or the means by which Rating Company performs any services under this Agreement. Rating Company will pay all of its administrative, overhead, and other costs, including withholding taxes, social security, unemployment, disability, health, workers' compensation, or other insurance coverage.
 8. **INCENTIVE PAYMENT.** Rating Company acknowledges that incentives will be paid by Sponsor only if: (a) Customer(s) and installed measure(s) or services meet the Program eligibility requirements and the requirements outlined by the Program; (b) measures are installed in eligible project sites; and (c) measures are installed at a project site that has not received incentives from any other of Sponsor's energy efficiency programs for the same measure(s). Rating Company understands that Sponsor, in its sole discretion, may withhold incentive payments committed to a Customer and Rating Company if a project site is proven ineligible or a project otherwise does not comply with the requirements set forth by the Program. If applicable, Rating Company agrees that CLEAResult shall not make any incentive payment to Rating Company until CLEAResult receives a corresponding payment from Sponsor.
 9. **RATING COMPANY CONDUCT.** Rating Company agrees to pursue referral leads resulting from the Program's marketing and communications efforts and must make a good faith effort to provide, in a timely fashion, services to these leads in accordance with the Program guidelines and this Agreement. Rating Company recognizes that any leads received as a result of the Program's efforts constitute a Program benefit. Rating Company understands that participation in the Program does not constitute an endorsement of any kind on the part of CLEAResult or Sponsor. Rating Company shall not state or imply any such endorsement, either directly or indirectly, in written or verbal form. Rating Company shall not knowingly misrepresent any information concerning the Program, its purpose, policies, incentives, and procedures, or its role in the Program or relationship with CLEAResult or the Sponsor. Rating Company shall not mislead any Customer about the availability of Program incentives or misrepresent its role in the incentive award process. Only Sponsor or CLEAResult, on behalf of Sponsor, in its sole discretion, can approve or reallocate Program incentives for a Customer. Rating Company will keep a Customer's home as free as possible from waste materials while performing work. After completing work, Rating Company will clean the work area, removing all waste materials, tools, and supplies. Rating Company shall not cause damage to a Customer's premises. Rating Company will not knowingly use any defective, second quality, or previously used materials.
 10. **AUDITING, MONITORING AND VERIFICATION.** CLEAResult and/or Program Administrator and/or Sponsor will audit and monitor some or all Program services performed by Rating Company to ensure compliance with Program requirements and to verify the energy savings achieved through the Program. Rating Company agrees to cooperate with CLEAResult, Program Administrator and Sponsor, as necessary. Rating Company also agrees to remedy any issue(s) arising from auditing and monitoring results at no additional cost within the timeframe provided by the Program. CLEAResult or Sponsor may perform quality control on any or all work performed by Rating Company, with or without notice to Rating Company, and by any means CLEAResult or Sponsor may select, including accompanying Rating Company to a Customer's location. Failure of Rating Company to meet quality standards will be grounds for termination of this Agreement. Rating Company shall use its best efforts to obtain Customer cooperation in allowing CLEAResult, Program Administrator or Sponsor access to the Customer's location for this purpose.
 11. **MECHANICS LIENS.** Rating Company shall not file any lien or claim against any Customer's property and shall keep each Customer's property free of liens and claims filed by subcontractors and vendors of subcontractors and others claiming by or through Rating Company, and shall defend, indemnify and hold CLEAResult, Program Administrator, Sponsor, 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, Rating Company shall cause such lien to be discharged or bonded off within forty-eight (48) hours of notice by CLEAResult. If Rating Company fails to do so, CLEAResult 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 to Rating Company.
 12. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Rating Company, its employees, agents and subcontractors, represent and warrant that: (a) the services performed for a Customer through the Program shall be performed in a good workmanlike, skilled, and professional manner; (b) the services shall comply in all material respects with the specification and other requirements set forth in each applicable contract with a Customer and in strict accordance with the Program and this Agreement; (c) Rating Company's performance of the services shall not violate any applicable law, rule, regulation, contracts with third parties, and/or any third-party rights, including, without limitation, any copyright, trademark, trade secret, or patent or similar right; (d) Rating Company is the lawful owner or licensee of any intellectual property, software applications or other materials used by Rating Company in the performance and delivery of the services and has all rights necessary to convey to Customer the unencumbered ownership of all work product that results from the services; (e) Rating Company is and shall remain in compliance with all labor and employment laws, including but not limited to those prescribing standards for wage and overtime pay, employee benefits, workplace health and safety, labor relations and rights of uniformed service members; (f) Rating Company possesses the technical and professional expertise and the fiscal capability necessary to carry out the work authorized and accepted under

- this Agreement in a prompt, fair, and workmanlike manner; (g) Rating Company currently has in effect, and will keep in effect throughout the term of this Agreement, insurance in the forms and amounts and with insurance companies acceptable to CLEAResult in no event less than the minimum insurance levels set forth in this Agreement; (h) Rating Company shall maintain hard copy or digital records of all work performed and products installed under this Agreement for a minimum of three (3) years from the time the work is 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; and (i) Rating Company shall warranty materials provided by Rating Company and installed pursuant to this Agreement against any defect in materials, manufacture, design or installation for a period of one (1) year from the date the materials are provided and/or installed, whichever is later.
13. **INDEMNITY; LIMITATION ON DAMAGES.** Rating Company shall defend, protect, indemnify, and hold harmless Sponsor, Program Administrator and CLEAResult, their respective officers, directors, agents, and employees, and each of their parents and affiliates, and each of their respective officers, directors, agents, and employees (collectively, the “**Indemnified Parties**”) from and against any and all claims, losses, expenses, attorneys’ fees, damages, demands, judgments, causes of action, suits, and liability in tort, contract, or any other basis and of every kind and character whatsoever, whether actual or alleged, (“**Claims**”) arising out of Rating Company’s, or its agents or subcontractors, acts or omissions, including but not limited to any violation of labor or employment laws, incident to or related in any way to, directly or indirectly, the services provided in connection with the Program, this Agreement and/or the Program. Rating Company acknowledges and agrees that with respect to any Claims brought against the Indemnified Parties, Rating Company will be required to waive as to the Indemnified Parties any defense it may have by virtue of the Workers’ Compensation Laws of any state, to the extent allowed by law. CLEAResult, PROGRAM ADMINISTRATOR AND SPONSOR 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. Rating Company shall represent to Customer that all services under this Agreement are provided by Rating Company alone, and not by CLEAResult, Program Administrator or Sponsor. Rating Company acknowledges and agrees that CLEAResult, Program Administrator and Sponsor 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 CLEAResult and Sponsor 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 CLEAResult, Program Administrator or Sponsor. Rating Company is solely responsible for any damage incurred by Customer as a result of Rating Company’s services under the Program. Neither CLEAResult, Program Administrator nor Sponsor is responsible for Customer complaints or damages. The parties agree that Sponsor is a third party beneficiary of this Section. Rating Company agrees that CLEAResult shall be entitled to set-off, against the amounts that it is required to pay Rating Company, the amount of any indemnification to which it is entitled under this Section 13.
14. **NOTICE.** Any notice required to be given under this Agreement shall be deemed given when placed in the mail and mailed by overnight registered mail via a nationally-recognized courier (e.g., USPS, FedEx, UPS) and postage prepaid. Notice to CLEAResult shall be to Attn: Legal Department, 100 SW Main St., Suite 1500, Portland, OR 97204. Notice to Rating Company shall be to the address provided above.
15. **MISCELLANEOUS.** This Agreement shall be governed by and construed under the laws of the State of New Jersey, without regard to conflict of law rules. 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 Travis County, Texas, and such courts shall be the proper and exclusive forum for any such action. Rating Company shall not assign this Agreement, in whole or in part, voluntarily or involuntarily (including a transfer to a receiver or bankruptcy estate) without the prior written permission of CLEAResult. Rating Company may not delegate or subcontract Rating Company’s duties under this Agreement without the prior written permission of CLEAResult. CLEAResult may assign its rights and delegate its duties under this Agreement to any third party at any time without Rating Company’s consent. 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. 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. This Agreement supersedes all previous signed agreements between the 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 other than in writing signed by the Parties.

Rating Company 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 Rating Company Participation Agreement between CLEAResult and Rating Company (the “Agreement”).

1. **CLEAResult DATA.** CLEAResult Data shall mean:
 - a. All data or information provided, transferred, uploaded, migrated or otherwise sent to Rating Company 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 Rating Company 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. Rating Company may receive CLEAResult Data for the purposes of performing its obligations under the Agreement. Subject to the terms of the Agreement, CLEAResult grants Rating Company 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. Rating Company 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. Rating Company agrees to protect CLEAResult Data with at least the same degree of care used to protect its own most confidential information.
 - b. Rating Company agrees that CLEAResult Data will not be (i) used by Rating Company for any purpose other than that of performing Rating Company’s obligations under the Agreement, (ii) disclosed, sold, assigned, leased or otherwise disposed of or made available to third parties by Rating Company, (iii) commercially exploited by or on behalf of Rating Company, or (iv) provided or made available to any third party without prior written authorization from CLEAResult.
 - c. Rating Company 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 Rating Company privacy policy, statement or notice and every CLEAResult privacy policy, statement or notice that is provided to Rating Company in writing.
 - d. Rating Company shall not store, maintain or process any CLEAResult Data outside the country.
 - e. Rating Company 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.** Rating Company 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. Rating Company agrees that access for other purposes, or the use of the CLEAResult Network to access other networks, is strictly forbidden and that Rating Company 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. Rating Company agrees that any use of the CLEAResult Network will be solely for necessary business purposes. In accordance with CLEAResult’s existing network usage policies, Rating Company 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 Rating Company’s use of the CLEAResult Network. Rating Company further agrees that any information that it obtains from access to the CLEAResult Network is CLEAResult Data. CLEAResult and Rating Company 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 Rating Company’s access to and use of the CLEAResult Network at any time, for any reason, and without notice to Rating Company.
4. **SECURITY CONTROLS.**
 - a. In addition to any other requirements set forth herein, Rating Company 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, Rating Company 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 Rating Company's premises, any premises where the Rating Company 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 Rating Company'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 Rating Company's facilities and equipment and any information or materials in Rating Company's possession, custody or control, relating in any way to Rating Company's obligations under this Section.
- d. In the event, CLEAResult determines Rating Company has not complied with this Section, CLEAResult shall provide written notice to Rating Company describing the deficiencies. Rating Company shall have sixty (60) calendar days from receipt of such notice to cure. If Rating Company 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 Rating Company, Rating Company shall provide CLEAResult with documentation satisfactory to CLEAResult that it has undertaken a Security Program.
 - b. Rating Company shall provide CLEAResult written notice of any material change in its Security Program.
 - c. Rating Company 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. Rating Company shall update its Security Program, including procedures, practices, policies and controls so as to keep current with applicable industry standards.
6. **SECURITY BREACH.** Rating Company 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 Rating Company 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 Rating Company. Rating Company 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 Rating Company'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.

General Requirements:

1. Rating Company must ensure that all projects are registered in the program as soon as possible, projects must be registered prior to reporting and performing a pre-dry wall inspection. Projects not registered prior to inspection are ineligible for the program enrollment, participation, and incentives.
2. Rating Company must provide CLEAResult with the date and approximate time of pre-dry wall and final inspection.
3. Rating Company must ensure builders are aware they must grant access to Program Manager inspector on same day as rater inspections are scheduled, except when extenuating circumstances arise.
4. Rating Company must notify of all inspection schedule changes, especially additions to schedule, on the day that they occur. Rating Company should not complete their scheduled inspections prior to the date/time specified in their notifications to the program unless the Program is notified.
5. Rating Company retains primary responsibility that the builder is knowledgeable in the requirements necessary to correct any items identified by the rater field inspector as builder-verified. Rating Company may be requested to provide photo documentation of corrective actions for builder-verified items.
6. Rating Company must enter inspection results and upload inspection reports in the portal within five (5) business days of inspection date.
7. Final Incentive Submittals must be completed and submitted in the RNC Portal within 60-days of final verified rating or PRIOR to the “expiration date” indicated on the Enrollment Letter, whichever comes first. The program staff may provide periodic reminders for projects nearing expiration, but it is the Rating Company’s responsibility to ensure that the project does not expire.
8. Rating Company will maintain formal agreements with all of its affiliated HERS raters and inspectors that state the rights and responsibilities of both the Rater’s inspector and Rating Company. The agreement shall make explicit the minimum Rating Company qualifications required, including proof that its affiliated raters) have been certified through RESNET. Copies of this Agreement (excluding fee arrangements) and current rater certificates must be furnished upon request as part of the Rating Company’s registration. (see <http://www.resnet.us/>)
9. Rating software: Rating Company must use NJ RNC Program approved rating software, in the version as prescribed by RESNET standards.
10. Rating Company must comply with their Rating Provider’s and the Program’s QA/QC process. The Rating Company, agrees to affirm the compliance of each home for which incentives will be sought such that the applicable EPA ENERGY STAR, DOE ZERH, and RESNET Rating Standards are met.
11. Rating Company must attend, either in person or online if approved by the program, any Program-sponsored mandatory meetings and webinars.
12. When requested, the Program may assist Rating Company in their delivery of Rater orientation courses.
13. Builder orientation sessions delivered by Rating Company must parallel the content, policy criteria, and required forms, as instructed by the Program. The Program shall provide authorized Rating Companies any necessary forms, content and/or materials to support compliance.

Reporting Requirements

1. Upon request, Rating Company agrees to make available Program-mandated reports and data, as determined by the Program and communicated to the Rating Company at the time of the orientation session for Rating Company (including, but not limited to, **rating reports** (electronic) complete with all data and performance detail, inspection reports, and performance test results).
2. Rating Companies participating in the Program must immediately notify CLEAResult, in writing, of any change in an affiliated rater’s participation status (i.e., Rating Company changes the Rating Provider).
3. Rating Company agrees to inform CLEAResult of the status of all plan reviews, ratings, and other Program activities undertaken as requested; and agrees to provide CLEAResult with copies of any HERS rating and supporting documentation and electronic building file uploads for work performed under the Program upon request.

4. Required Reporting, upon request:

- a. **Monthly Reporting: Upon request,** Rating Company shall submit a monthly report to CLEAResult which includes the following:
 - i. List of all trainings conducted (along with sign-in sheets for builders and architects in attendance).
 - ii. List of all plan reviews conducted during month (data to include Certified Rater name, builder name, home address, date of review).
 - iii. List of all EPA Checklist inspections conducted during month (data to include Certified Rater name, builder name, home address, date of inspection).
 - iv. List of all Final Ratings completed during month (data to include Certified rater name, builder name, home address, date of final rating, and pass/fail score)
- b. **Quarterly Reporting:** Upon request, The Rating Company shall submit quarterly activity reports to CLEAResult as requested. The quarterly report shall contain, but is not limited to:
 - i. *Quality Control:* This information shall include a synopsis of all activities resulting from deficiencies uncovered during field QA inspections.
 - ii. *A description of all technical support* provided to raters through QC processes shall also be reported.
 - iii. *Dispute Resolution Activity:* This shall include a description of any issues that arose during the reporting period, or that began before the reporting period and are ongoing, and their relevant statuses. For every ongoing dispute, an outline of the process being followed to resolve the issue shall be clearly identified.