

LGP Standard & Modifiable Terms and Conditions

July 26, 2018



STANDARD TERMS

Contract Term and Length

- **Approach:** Taken from 3rd Party Standard Terms and Conditions, *except* defined term to be 3 years
- **Language:**
 - Term. The “Term” of this Agreement shall commence upon the [Effective Date] and shall continue, unless terminated earlier in accordance with the terms of this Agreement, until three (3) years [from the Effective Date] [after the date upon which CPUC Approval occurs].
 - “CPUC Approval” means a decision of the CPUC that (i) is final and no longer subject to appeal, which approves the Agreement in full and in the form presented on terms and conditions acceptable to Company in its sole discretion, including without limitation terms and conditions related to cost recovery and cost allocation of amounts paid to Implementer under the Agreement; (ii) does not contain conditions or modifications unacceptable to Company, in Company’s sole discretion; and (iii) finds that the Agreement satisfies the requirements in [Decision xx-xxx].

Dispute Resolution Process

- **Approach:** Taken from 3rd Party Standard Terms and Conditions
- **Key Items:**
 - Disputes
 - Governing Law
 - Venue

Termination Process

- **Approach:** Taken from 3rd Party Standard Terms and Conditions
- **Key Items:**
 - Event of Default
 - With Respect to Either Party
 - With Respect to Implementer
 - Termination for Cause
 - Termination for Convenience
 - Termination/Modification by CPUC Order
 - Conclusion of Work

Payment Schedule and Terms, Including P4P

- **Approach:** Taken from 3rd Party Standard Terms and Conditions
- **Key Items:**
 - Payment Terms

MODIFIABLE TERMS

Modifiable Terms

- **Approach:** Taken from 3rd Party Standard Terms and Conditions, except Method for Calculating Co-Benefits
- **Key Items:**
 - Progress and Evaluation Metrics
 - Final Implementation Plans
 - Key Performance Indicators
 - Other Program Metrics
 - Measurement and Verification Requirements
 - Data Collection and Ownership Requirements
 - Company Data
 - Ownership and Use Rights
 - Billing, Energy Use, and Program Tracking Data
 - Access to Customer Sites
 - Method for Calculating Co-benefits*

*Additional Details on Next Slide

Method for Calculating Co-Benefits

- **Approach:** The method for calculating co-benefits and economic development benefits (also known as Non-Energy Benefits) of programs will be determined in a forthcoming EM&V study, developed jointly by the IOUs and submitted to the CPUC for approval. Once EM&V study is complete, all future contracts will include the following modifiable terms in the contract.
- **Language:**
 - Implementer shall provide to Company all documentation and data identified in Table XX necessary to calculate the co-benefits (or non-energy benefits – NEBs) and economic development benefits of the Program, at the frequency stipulated in Table XX. Implementer shall utilize the methods outlined in study “XXXXXX”, or as otherwise agreed to between the Company and Implementer, to calculate co-benefits and economic development benefits.
 - “Co-Benefits” means non-energy related benefits (such as decreased GHG emissions, fewer sick days, etc.), particularly in regard to hard-to-reach and disadvantaged communities, that both local government partners and utility partners receive as part of the program.
 - “Economic Development Benefits” means local economic impacts (such as increased property values, number of jobs created, etc.) , particularly in regard to hard-to-reach and disadvantaged communities, associated with the Local Government Partnership program.