

# TER Grant Writing Funding Agreement

Puget Sound Energy, Inc. (PSE) will provide up to \$XXX to XXXX (Recipient), located at [address] for grant writing (Project), upon submission of required deliverables and confirmation that all Award recipient requirements have been met.

The Transportation Emission Reduction Grant Writing funding Award (the “Award”) amount is based on the information provided to PSE by the Recipient. Recipient agrees to meet all program requirements and deadlines set forth in this Agreement.

## I. Project attributes

The attributes of the project are described in the table(s) below. All project attributes for which PSE pays to recipient any Award funds under this Agreement must be approved in advance by PSE.

### General project attributes

Organization name	
Intended non-PSE grant name	

### Key contacts

#### Primary contact information

Primary contact	
Primary phone	
Primary email	
Primary mailing address	

#### Grant writer contact information

Grant writer contact	
Grant writer phone	
Grant writer email	

## Project information - general

Intended project scope	
Non-PSE grant due date	
Intended grant funding amount	
Funding Award*	

\*The Funding Award represents an “up to” amount. Changes in Project costs, design, and funding sources may result in adjustments to the final Award. Awards are competitive, and funding is limited. If your Project scope changes, funding may be reduced or rescinded.

## II. Use of grant funds

Recipient may apply the Award towards the costs of writing and submitting a non-PSE Grant Application that supports transportation electrification (TE) technology and projects.

The Award amount cannot exceed total eligible grant writing costs. The Award amount may be adjusted for changes in grant writing costs, scope, and/or funding sources.

## III. Award recipient deliverables general

- **Quarterly updates:** Recipient shall inform PSE of the application status each quarter until the submitted application is either awarded or denied by the non-PSE grant provider.
- **Change requests:** For any changes to Project scope, schedule or cost, Recipient shall submit a Change Order request to PSE for PSE's approval. PSE shall consider Change Order requests on a case-by-case basis and will endeavor to respond to such requests within 60 days. An approved Change Order request constitutes an amendment to this Agreement, effective as of the date of PSE's approval, and will contain a signature block for Recipient and PSE to document its binding effect. Change Order requests that are not approved will have no effect on this Agreement or its terms.
- **Ongoing communication:** Recipient shall promptly inform PSE of any organizational contact or address changes.

## IV. Project completion

- Recipient shall notify PSE whether the submitted application is either awarded or denied by the non-PSE grant provider and provide any information documenting the completed Project at PSE's reasonable request.

## V. Project specific deliverables

If approved as part of the Award, Recipient must use the applicable Award to support grant writing for a transportation electrification project. To obtain this approval, Recipient must:

- Submit a copy of the Grant Application that was used to apply for a non-PSE grant to PSE email address.
- Submit confirmation of application receipt from the non-PSE grant provider.
- Submit a copy of the grant writing services invoice for applying to a non-PSE grant
- Inform PSE of the application status each quarter until all submitted applications are either awarded or denied.

## VI. Public communications & recognition

- Approvals:** Recipient may not mention or identify PSE or use PSE logos or other marks in any promotional material, signage or advertising, in print, online, or otherwise, without prior written approval from PSE for each such use.
- PSE website and marketing materials:** Recipient agrees that PSE, at its sole discretion, may include information regarding the Project in its customer communication material, including use of photographs of the Project in brochures and internet pages for purposes of supporting the Grants programs and marketing the programs.
- Project follow-up:** Recipient agrees that upon Project completion, PSE may request to follow-up on the Project as a case study, marketing material, or otherwise. Recipient agrees to share available Project performance data as part of this request.

## VII. Audit

PSE may perform a technical and financial audit of Recipient's use of Award funds. Recipient agrees to provide support and cooperation for such audits, including reasonable access upon prior notice, and further agrees, based on any such audit results, to refund any amount that is deemed inadequate or inconsistent with this Agreement or the terms of the Award. Recipient acknowledges no recourse or appeal on the results derived from such an audit.

PSE reserves the right to contact any parties in or who have signed the Grant Application to acquire information related to the Project.

## VIII. Award funding

Upon delivery of Project deliverables and Recipient's W-9 form to PSE, PSE will pay up to 75 percent (75%) of the total Award amount to Recipient within sixty (60) days. The remaining full Award payment will be remitted by PSE within sixty (60) days upon Recipient delivery to PSE of all documentation required to verify Project completion, including expense reporting and documentation. Payment will be remitted directly to Recipient or to their designated assignee.

## IX. Recipient breach; grant Award return

If (i) Recipient fails to comply with the Agreement; (ii) Recipient's representations and warranties in this Agreement are determined by PSE to be untrue; or (iii) Recipient materially breaches any other terms and conditions of this Agreement (each, a "Recipient Breach"), then PSE may provide notice describing such Recipient Breach to Recipient. If Recipient does not cure the Recipient Breach within thirty (30) days of the date of such notice (or within a longer period if PSE determines in its sole discretion that additional time is allowed to cure) then Recipient shall refund to PSE any portion of the Award paid by PSE to Recipient under this Agreement.

In the event of Recipient Breach, Recipient shall refund and deliver the proportional Award to PSE within forty-five (45) days upon the receipt of the Recipient Breach notice from PSE. Award paid by PSE to Recipient under this Agreement.

## X. Recipient representations and warranties

Recipient represents and warrants as follows:

- Recipient is a non-residential customer of PSE or is formally partnered with a non-residential PSE customer on the Project.
- Recipient is authorized to make modifications or improvements associated with the Project at the proposed Project site(s).
- Recipient is authorized to enter into this Agreement, and the person executing this Agreement on behalf of Recipient is authorized to bind Recipient.
- Recipient will abide by all applicable laws, regulations, and local codes.

## XI. Miscellaneous

- A. **Limitation of liability.** IN NO EVENT SHALL PSE BE LIABLE UNDER THIS AGREEMENT TO RECIPIENT OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PSE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. PSE'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AWARD AMOUNT RECEIVED BY RECIPIENT UNDER THIS AGREEMENT.
- B. **Disclaimer.** Recipient acknowledges that PSE has not made any representations and has specifically disclaimed any and all warranties, expressed or implied, with respect to any aspects of this Agreement or the nature of or whether building permit(s) or governmental approvals may be required.
- C. **Severability.** If any provisions of this Agreement are for any reason held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement should be construed to give effect as nearly as possible to the intent of the parties. The parties agree to work together to replace such invalid, illegal or unenforceable provisions as promptly as possible with a provision that is valid, legal and enforceable.
- D. **Controlling law and venue.** THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF WASHINGTON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. RECIPIENT IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF WASHINGTON OR OF THE U.S. DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THE AGREEMENT AND WAIVES ANY OBJECTION THAT RECIPIENT MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.
- E. **No third party beneficiaries.** This Agreement is intended solely for the benefit of the parties hereto. Nothing in the Agreement shall be construed to create any liability to or any benefit for any person not a party to the Agreement.
- F. **Successors and assigns.** This Agreement may not be assigned or transferred by Recipient without the prior written consent of PSE, which must be requested by Recipient at least thirty (30) days in advance of any proposed assignment or transfer. Any purported assignment in violation of this Section XI will be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

**G. Interpretation.** Section headings used in this Agreement are for convenience of reference only and will not affect the interpretation or construction of any provision of this Agreement. This Agreement, together with all attached exhibits, sets forth the entire Agreement, and supersedes any and all prior Agreements, between the parties regarding the subject matter hereof. All remedies of a party under this Agreement are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy will not preclude the exercise of any other remedy. Any failure or delay in the exercise of any right or remedy available to a party under this Agreement will not be construed as a waiver or relinquishment of such right or remedy.

Intending to be legally bound, the parties hereby execute and agree to the terms and conditions set forth in this Agreement.

**Recipient**

**Signature:**

**Date:**

**Printed name:**

**Title:**

**Organization:**

**Puget Sound Energy, Inc.**

**Signature:**

**Date:**

**Printed name:**

**Title:**