

BC Hydro Alliance of Energy Professionals

This Agreement is made as of the ____ day of _____, 20____ between British Columbia Hydro And Power Authority (“BC Hydro”) and the following party (the “Member”):

Business name:	Legal business name goes here		
Business address:	Full address goes here		
Business contact name:	Key contact name goes here		
Business phone No:	Phone goes here	Business e-mail:	Business email address goes here

Background:

BC Hydro has established the “BC Hydro Alliance of Energy Professionals” (the “Alliance”), in order to facilitate a network of trade professionals that will promote the use of energy efficient solutions to businesses and members of the general public (collectively the “Customers”). It is a prerequisite for Alliance membership that the trade professionals must be in the business of selling, repairing, installing, or otherwise providing energy efficient equipment, materials, solutions and services (“the Work”) and that the service and quality of the Work meets applicable industry standards. Trade professionals that become members of the Alliance (each a “Member”) shall have access to the benefits of the Alliance as set out in Schedule B to this Agreement.

Now therefore, the parties agree as follows:

1. This BC Hydro Alliance of Energy Professionals Agreement (the “Agreement”) consists of: (i) this cover sheet (the “Cover Sheet”); (ii) the attached terms and conditions (the “T&Cs”) and Schedules and the Alliance Guidelines which are found at bchydro.com/alliance. If there is any inconsistency between the terms which make up the Agreement, the Alliance Guide shall take precedence, followed by the T&Cs.
2. BC Hydro and the Member have read, understood and agree to comply with the terms and conditions of this Agreement.
3. This Agreement may be signed in counterparts, and signed electronically, and exchanged electronically in PDF or a similarly secure format, which when taken together will constitute one agreement.

British Columbia Hydro And Power Authority

[Insert Legal Name Of Member]

By: Signature goes here
Authorized Signatory

By: Signature goes here
Authorized Signatory

Name: _____

Name: _____

Title: _____

Title: _____

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Terms and conditions

1.0 INTERPRETATION

1.1 Definitions – The following terms will have the following meanings in this Agreement:

- (a) “**Alliance Guide**” means the guidebook providing details regarding the benefits and responsibilities of Alliance membership, as amended by BC Hydro from time to time, which can be found at bchydro.com/alliance;
- (b) “**Alliance Branding Guide**” contains guidelines for the use of the BC Hydro intellectual property which will be provided to the Member on completion of the onboarding training;
- (c) “**Alliance Onboarding Training**” means the onboarding and orientation session designed for new Member Personnel;
- (d) “**Benefits Schedule**” means the benefits set out in Schedule B, as amended by BC Hydro from time to time;
- (e) “**Member Materials**” means all wares, packaging, stationary, signage, advertising, promotional materials, websites, web pages and other materials that bear, refer to or contain any BC Hydro Intellectual Property, prepared by, for or with the permission of the Member or used by the Member;
- (f) “**Member Personnel**” means persons acting on behalf of the Member, including employees, officers, directors, volunteers and agents of the Member;
- (g) “**Claims**” means all claims, counterclaims, complaints, demands, proceedings, actions, causes of action and suits, and investigations of any nature and however arising, whether known or unknown, whether in law or in equity or under contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal;
- (h) “**Conservation Partners**” means other utility providers, financial institutions and other entities participating in the delivery of the BC Hydro programs;
- (i) “**Damages**” means any damages, liabilities, obligations, losses, deficiencies, penalties, interest, assessments, charges, costs and expenses, including without limitation legal fees and disbursements, consultant fees and court costs;
- (j) “**Governmental Authority**” means a federal, provincial, regional, municipal or local government including any entity or person exercising executive, legislative, judicial, regulatory or administrative functions of, or relating to, any such government, and any board or tribunal acting with jurisdiction over the Member;
- (k) “**Intellectual Property**” means and includes all BC Hydro Marks, the Alliance Guide, the Alliance Branding Guide, and all derivations thereof or additions, modifications and supplements thereto;
- (l) “**Third Party Claim**” means any Claim asserted against an indemnified party by any person who is not a party to this Agreement or an affiliate of a party to this Agreement.

2.0 SCHEDULES – The following schedules are attached to and form part of these T&Cs:

- (a) Schedule A – Schedule of Services
- (b) Schedule B – Schedule of Benefits

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3.0 GOVERNING LAW – This Agreement is made under, and shall be interpreted in accordance with the laws of the Province of British Columbia. Any suit, action or proceeding, and any legal proceedings shall be brought in the Courts of British Columbia.

4.0 DESIGNATION AND MEMBER RESPONSIBILITIES

4.1 Member Designation – BC Hydro designates the Member as a member of the Alliance and the Member accepts that designation, and subject to the terms of this Agreement, BC Hydro grants to the Member the non-exclusive right to enjoy the benefits of the Alliance set out in Schedule B to this Agreement.

4.1 Responsibilities and Obligations of Member –The Member agrees to:

- (a) comply with all BC Hydro requirements and the BC Hydro Code of Conduct (“Code of Conduct”) available for review at: bchydro.com/toolbar/about/who_we_are/corporate_citizenship/code_of_conduct.html;
- (b) comply at all times, and ensure its Member Personnel comply with all applicable Governmental Authority and any certification and training requirements;
- (c) comply with applicable WorkSafe BC requirements, including the payment of required assessments and dues;
- (d) not incur any liability, pledge credit, or provide any warranty on behalf of BC Hydro except with prior written consent of BC Hydro;
- (e) not imply that the Member is an agent or employee of BC Hydro, or advise the Customer that BC Hydro recommends that the Customer retain the Member for the Work because of their Alliance Membership;
- (f) ensure that Member Personnel participate in Alliance Onboarding Training, and from time to time in various other BC Hydro program training to remain current and up-to date with BC Hydro programs.;
- (g) be responsible for the quality of Work performed by the Member Personnel, independent contractors and subcontractors retained by the Member to provide services with respect to the Work;
- (h) act as an ambassador for energy conservation and sustainable best practices and where appropriate promote the sale of energy efficient products and services, making available to Customers relevant information respecting BC Hydro programs;
- (i) ensure that the Work provided to Customers meets the standards of industry best practices and is performed in a safe manner;
- (j) operate its business in a professional manner and handle customer complaints satisfactorily through a managed complaints resolution process within a reasonable time frame;
- (k) have a quality policy and quality management process in operation (“Quality Management Material”) and permit a BC Hydro representative to review the Quality Management Material, if required;
- (l) comply at all times with the Alliance Guide and Alliance Branding Guide as amended by BC Hydro from time to time.

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5.0 INSURANCE

- 5.1 **Commercial Liability Insurance** – During the term of this Agreement, the Member will maintain commercial general liability insurance in an amount not less than \$2M for each occurrence and will provide BC Hydro with a copy of the policy on request. The policy will name BC Hydro as an additional insured in respect of covered liability arising out of the Member’s operations. The policy must provide that 30 days written notice of cancellation or alteration of the policy must be given to BC Hydro.
- 5.2 **Errors and Omissions Liability Insurance** – Where there is a risk of damages arising out of any act, error or omission in professional services rendered, the Alliance Member shall obtain “professional errors and omissions liability insurance” in an amount which is adequate to cover the costs the Alliance Member is legally obligated to pay as damages arising out of any act, error or omission in professional services rendered, or that should have been rendered by any person for whose acts, errors or omissions the Alliance Member is legally responsible, and arising out of the conduct of the Alliance Member’s profession. The policy must provide that 30 days written notice of cancellation or alteration of the policy must be given to BC Hydro.

6.0 MEMBER CONTACT INFORMATION

- 6.1 The Member will appoint a senior staff person to act as its contact with BC Hydro in connection with the Member’s participation in the Alliance (the “Member Contact”).
- 6.2 It is the Member’s responsibility to inform BC Hydro of a change to the Member Contact, or to Member’s address, contact information and Member details by emailing the BC Hydro Alliance of Energy Professionals at alliance@bchydro.com.

7.0 PERSONAL INFORMATION AND MEMBER INFORMATION SHARING

- 7.1 From time to time, BC Hydro will hold events and workshops for Members and Member Personnel which will require the collection by BC Hydro of personal information belonging to either the Member or the Member Personnel. If the Member provides personal information to BC Hydro that belongs to the Member Personnel, the Member agrees to obtain the prior written consent of the Member Personnel before it provides such personal information to BC Hydro. The Member acknowledges and consents to the collection of its own personal information for purposes of the administration of the Alliance.
- 7.2 For the purpose of delivering the benefits as described in Schedule B, the Member consents to share its Alliance Membership information, which may include personal information, with BC Hydro’s Conservation Partners for purposes related to the Alliance.

- 8.0 **REPRESENTATIONS AND WARRANTIES** – The Member represents and warrants that it has been providing the Work for at least five years, or has acceptable credit, references, certifications or experience acceptable to BC Hydro that can be provided upon request.

9.0 INTELLECTUAL PROPERTY (“IP”)

- 9.1 **Grant of License** – BC Hydro grants to the Member a non-exclusive, non-transferable, limited and restricted license to use the IP during the Term to the extent permitted by the Agreement and in the manner set out in the Alliance Guide and Alliance Branding Guide.

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- 9.2 Use of IP** – The Member will use the IP only as permitted by this Agreement and in compliance with all applicable laws.
- 9.3 Sublicensing** – The Member will not allow any other person to use the IP without the prior written consent of BC Hydro, with the exception of Member suppliers retained by Members for the preparation of promotional Member Materials for use by the Member.
- 9.4 Ownership** – All benefit and goodwill associated with use of the IP and all revisions, works and materials derived from the IP will enure to BC Hydro. The Member will not, and will not assist any third party to infringe BC Hydro's ownership rights to the IP, or challenge BC Hydro's right to the IP, or use works or materials that are similar to or derived from the IP.

10.0 INDEMNITIES AND LIMITATION OF LIABILITY

- 10.1** BC Hydro assumes no liability or responsibility whatsoever for the Work, or for any other services or products provided by Members to Customers.
- 10.2 Member Indemnity** –The Member will defend, indemnify and hold harmless BC Hydro, its directors, officers, employees, and affiliates from and against any Claims and Damages directly or indirectly caused by or resulting from:
- (a) the negligence, wilful act or breach of or default under this Agreement by the Member, any Member Personnel, or anyone the Member is responsible for under law; or
 - (b) any defect or deficiency in, or non-compliance with the Alliance Guide and the Alliance Branding Guide, and any Work or services performed for any Customers by the Member or the Member Personnel;
 - (c) for all costs, expenses, causes of actions, claims, suits and judgments incurred by BC Hydro as a result of or arising from;
 - (i) unsafe or unsatisfactory work performed by the Member or Member Personnel;
 - (ii) any breach, violation or non-performance by the Member of any obligation contained in these terms and conditions;
 - (iii) any injury to any person, including death, at any time occurring in the operation of the business of the Member; and
 - (iv) any damage to property howsoever occasioned in the operation of the business of the Member.
- 10.3 Limitation of Liability** – Under no circumstances will either party be responsible to the other for any indirect or consequential damages or losses, including without limitation, loss of use of any equipment, loss of opportunity, loss of revenue or loss of profit.
- 10.3 Third Party Claims** – In the event of a third party claim, the indemnifying party is granted control of the defence and settlement of the Third Party Claim, but the indemnified party retains the right to participate in the defence or any settlement negotiations involving any Third Party Claim at its own cost and expense and with its own counsel. A Third Party Claim will not be settled without the prior written consent of the indemnified party, which cannot be unreasonably withheld or delayed.

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- 11.0 ASSIGNMENT/CHANGE OF CONTROL** – The Member may not assign, transfer or dispose of all or part of any direct or indirect interest in this Agreement except with the prior written consent of BC Hydro in its absolute discretion.
- 12.0 RECORDS AND AUDIT** – During the Term, the Member will prepare and retain all books of account relating to the performance of the Member's obligations under this Agreement for a period of two years from the end of the Term, and will provide them to BC Hydro upon request.
- 14.0 TERM AND RENEWAL** – A Member will remain a Member for a term of 2 years from acceptance, unless earlier terminated, and on completion of 2 years in good standing the Member can renew their membership.
- 15.0 TERMINATION**
- 15.1 Termination** – Either party may terminate this Agreement on 30 days written notice to the other party. BC Hydro may, at its discretion, also terminate this Agreement immediately on written notice to the Member on account of the failure by the Member to perform its obligations in accordance with these terms and conditions.
- 15.2 Obligations on Termination** – If this Agreement is terminated for any reason, the Member will stop using the Intellectual Property in any manner whatsoever, and will deliver to BC Hydro all copies of Intellectual Property and any other material (in any format) provided by BC Hydro to the Member.
- 15.3 Survival** – On termination, the parties will remain bound by the following provisions: Article 9 [Intellectual Property], Article 10 [Indemnities], Section 12.2 [Obligations on Termination], and Section 12.3 [Survival].
- 16. MISCELLANEOUS**
- 16.1 Entire Agreement** – This Agreement sets forth the entire agreement between the parties and supersedes all previous communications with respect to the subject matter of this Agreement.
- 16.2 Amendment of Agreement** – This Agreement can only be amended or modified by BC Hydro.
- 16.3 Further Acts** – Each of the parties will sign all further documents and do all other things which may be necessary to carry out the terms of this Agreement.

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Schedule A – Schedule of Services (Sample Schedule Displayed)

Subject to the terms and conditions of this Agreement and the Alliance Guide, the Member agrees to the designation of the services provided by the Member as described in Schedule A;

Approval of membership for services relating to the Work in the following designations

Commercial Distributor	HVAC	<input type="checkbox"/>
	Lighting	<input type="checkbox"/>
Commercial Contractor	HVAC	<input type="checkbox"/>
	Lighting	<input type="checkbox"/>
Commercial Consultant		<input type="checkbox"/>
Industrial Distributor		<input type="checkbox"/>
Industrial Consultant		<input type="checkbox"/>

BC Hydro will select categories as appropriate when the application is reviewed.

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Schedule B – Benefits Schedule (Blank Schedule Displayed)

Subject to the Alliance Guide and the terms and conditions of this Agreement, Schedule B sets out in detail the benefits, rights and privileges provided by the Alliance to the Member.

- Benefits will be listed here subject to the designation of services in Schedule A.

Sample