



## U.S. Department of Energy Zero Energy Ready Home™

# TRAINING PARTNER AGREEMENT

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## Instructions for Partnering with U.S. Department of Energy

Organizations interested in partnering with DOE Zero Energy Ready Home™ as a Training Partner should take the following steps:

1. Review this **Partner Agreement**, the **Guidelines for Correctly Using the DOE Zero Energy Ready Home Name and Logo** and **Training Guidelines** documents.
2. **Register** by entering your contact information online. There must be an authorized signature to accept the terms of the agreement. Additional contacts may be added.
  - Select “Training Partner” as organization type. Then select training type from the following: educator, utility, manufacturer, state/local government, or other.
  - **IMPORTANT:** You must read and agree to the terms and conditions stated in the Training Partner Agreement. Click on the toggle next to “I have read and agree to the terms and conditions stated in the DOE Zero Energy Ready Home Training Partner Agreement.” This serves as your electronic signature. You may access the Partner Agreement online at any time by logging into your account.
  - Upload your logo for display in the locator tool and to include in customized brochures.
  - Choose all states in which you conduct business for locator tool searches.
  - Click register. You will receive an email with a login password asking you to confirm your participation.
  - Your registration will be reviewed by DOE Zero Energy Ready Home staff. If your registration is approved you will be entered into the DOE Zero Energy Ready Home™ database and are considered a partner. Your contact information will go live on the DOE Zero Energy Ready Home locator. You may use your password to login anytime to change contact information or remove yourself from the program. Should you choose to discontinue the partnership, please allow reasonable notice and a written rationale for discontinued participation.
3. Your account manager will set-up a start-up meeting to welcome you to the program.

# U.S. Department of Energy Zero Energy Ready Home Terms of the Agreement

## TRAINING PARTNER

### *Introduction*

Through this agreement, the registered organization ("Partner") joins in partnership with the Department of Energy (DOE). Partner recognizes that by accepting this agreement it is expected to support DOE in its efforts to train builders on the benefits of participation in the DOE Zero Energy Ready Home program and how to build zero energy ready homes.

The DOE Zero Energy Ready Home™ offers leading builders a timely solution for differentiating their product from existing homes as well as minimum code new homes. The DOE Zero Energy Ready Home™ label – the symbol of excellence in home building - makes it easy for consumers to identify homes that are so efficient a small renewable energy system can offset most or all annual energy consumption.

### *Program Definitions and Eligible Organizations*

1. Eligible organizations: Training partners may be any person or entity other than builders, verifiers or architects and designers that are interested in supporting the effort. Specific relevant organizations include, but are not limited to utilities, building product manufacturers, energy efficiency programs, non-profit energy organizations, and state/local government.
2. Definitions:
  - a. **DOE Zero Energy Ready Home** is a home that meets all of the criteria found in the DOE Zero Energy Ready Home National Program Requirements set forth in Exhibit A. DOE Zero Energy Ready Homes are verified by a qualified third-party and are at least 40%-50% more energy efficient than a typical new home. This generally corresponds to a Home Energy Rating System (HERS) Index Score in the low to mid-50s, depending on the size of the home and region in which it is built.
  - b. **Zero net-energy ready homes** are so efficient a small renewable energy system can offset most or all annual energy consumption.
  - c. **DOE Zero Energy Ready Home logo** distinguishes certified homes as being among the top performing homes in the nation.
  - d. **DOE Zero Energy Ready Home certificate** is automatically generated from compliance software. It includes energy savings information as well as a HERS Index Score.
  - e. **DOE Zero Energy Ready Home verification form** provides information needed to calculate program savings. It can be generated from compliance software.

## General terms and commitments made between DOE Zero Energy Ready Home Program and Training Partners

### ***DOE's Commitments to DOE Zero Energy Ready Home Training Partners***

1. DOE will work to increase awareness of the DOE Zero Energy Ready Home Program as the trusted government-backed symbol for zero net-energy ready homes.
2. DOE will provide partners with timely program updates, information, and resources via the DOE web site, webinars, newsletters, e-mail, and presentations.
3. DOE will provide partners with recognition for their participation in the program through vehicles such as the DOE website, awards, and other media.
4. DOE will provide participants with access to the DOE Zero Energy Ready Home partner logos. The US Department of Energy retains rights to the DOE Zero Energy Ready Home name, logo and label. Use and reproduction of the logo and graphic without specific authorization and full compliance with *Guidelines for Correctly Using DOE Zero Energy Ready Home Name and Logo* for the DOE Zero Energy Ready Home are prohibited.
5. DOE will respond swiftly to any requests for information or clarification on program policies.
6. DOE does not provide warranty and cannot be held liable for construction defects or deficiencies resulting from the proper or improper application of program guidelines.

### ***Training Partner Commitments***

1. Partner shall develop an annual plan (see example in Exhibit B) to host and promote training in partnership with DOE according to *Training Guidelines* set forth in Exhibit A. The annual plan will be agreed upon by both parties during a training partner start-up call.
2. Partner shall maintain an active partnership within any ongoing 12-month period by meeting the agreed upon training plan. Partners not fulfilling this requirement will be deemed 'inactive' and must promptly cease all use of the DOE Zero Energy Ready Home name and logo, including removal from marketing materials.
3. The DOE Zero Energy Ready Home training will provide builders with a comprehensive review of zero energy ready home construction including the business case, detailed specifications, and opportunities to be recognized as an industry leader. Upon completion of the training participants will understand how to build and qualify homes to the meet the *DOE Zero Energy Ready Home National Program Requirements*.
4. Partner shall provide a web link to the DOE Zero Energy Ready Home or some other suitable marketing effort outlined in the annual training plan to increase awareness of the program.
5. Partner shall follow *Guidelines for using DOE Zero Energy Ready Home Name and Logo* when using DOE Zero Energy Ready Home name, logo and/or any other associated marketing materials.

## ***General Terms and Conditions***

1. This agreement is voluntary and may be amended by written agreement between the Parties. This Agreement may be terminated by either party upon reasonable written notice to the other Party.
2. Partners will assume good faith as a general principle for resolving conflicts that may arise in relation to their program partnership and will seek to resolve all matters to preserve maximum public confidence in DOE and the DOE Zero Energy Ready Home program.
3. Partners shall not construe, claim, or imply that participation in the DOE Zero Energy Ready Home program constitutes federal government approval, acceptance, or endorsement of anything other than partners' participation in the DOE Zero Energy Ready Home program. Partnership does not constitute DOE endorsement of the partner, its homes, or services.
4. Partners understand that the activities undertaken in connection with the DOE Zero Energy Ready Home are voluntary and not intended to provide services to the federal government. As such, partners may not submit claims for compensation to any federal agency in regards to activities related to this Agreement.
5. Partners must adhere to the *Guidelines for using DOE Zero Energy Ready Home Name and Logo* and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply.
6. Qualification of a home to earn the DOE Zero Energy Ready Home label shall not be used by partners to guarantee that it is structurally sound or safe, constructed in accordance with applicable laws, regulations or codes, free of mold or mildew, free of volatile organic compounds or allergens, or free of soil gases including radon.
7. This Agreement is strictly for internal purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This Agreement shall not be construed to provide a private right of action for or by any person or entity.

## ***Dispute Resolution***

Partner and DOE will assume good faith as a general principle for resolving conflicts under the DOE Zero Energy Ready Home program. Both parties will endeavor to resolve all matters informally, so as to preserve maximum public confidence in the DOE Zero Energy Ready Home. Parties agree to seek to mutually resolve any matter in dispute. The Partner Agreement may be terminated by reasonable advance written notice of intent to terminate by either party.

## ***Entry into Force and Duration of Agreement***

Both parties concur that this agreement and the terms outlined in the supporting documents will be effective when signed electronically by both parties. By completing registration you are electronically signing this agreement, and, as an official representative of your organization, you agree to these terms. By electronically approving your registration, DOE agrees to the terms of this partnership.

*The duration of this agreement is one year from DOE's approval of your registration. The agreement must be maintained with activity and must be renewed annually. Activity is defined as building, designing, selling,*

*certifying, training or otherwise contributing to the construction of homes that meet the goals of the DOE Zero Energy Ready Home.*

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## EXHIBIT A: Training Guidelines

The DOE Zero Energy Ready Home offers leading builders a timely solution for differentiating their product from existing homes as well as minimum code new homes. The DOE Zero Energy Ready Home label – the symbol of excellence in home building - makes it easy for consumers to identify homes that are so efficient a small renewable energy system can offset most or all annual energy consumption.

The program builds upon the comprehensive building science requirements of ENERGY STAR® for Homes, along with proven Building America innovations and best practices. Other specifications are incorporated to help builders reach unparalleled levels of comfort, indoor air quality, durability and quality.

DOE Zero Energy Ready Homes are verified by a qualified third-party and are at least 40%-50% more energy efficient than a typical new home. This generally corresponds to a Home Energy Rating System (HERS) Index Score in the low to mid-50s, depending on the size of the home and region in which it is built.

The **DOE Zero Energy Ready Home** training will provide builders a comprehensive review of zero energy ready home construction including the business case, detailed specifications, and opportunities to be recognized as an industry leader. We provide the content as well as the trainer for at least the first class. You provide the meeting logistics including recruitment of attendees, venue, and refreshments. This course is eligible for AIA CEUs.

### Benefits of being a Training Partner:

- Align with DOE to deliver the federal government's most rigorous energy efficiency program for residential construction.
- Maximize engagement with leading builders - partners have the opportunity to introduce every training session.
- Promote your affiliation with DOE Zero Energy Ready Home in all of your marketing and promotional efforts.
- For manufacturers: Help shape the future of housing and anticipate how product development efforts dovetail with net zero-energy ready homes.
- For utilities: Meet goals to manage peak loads.

### Logistics & Costs:

DOE Zero Energy Ready Home provides all training content, identifies trainers, and certifies training for AIA CEUs. Training Partners arrange training session logistics, recruit from their builder networks, and coordinate with DOE Zero Energy Ready Home staff to schedule training according to the agreed upon Annual Training Plan. DOE recommends that each Partner hold four trainings per year in agreed upon target markets.

DOE program staff will act as free trainers for a minimum of one training per Partner. For any remaining training, Partners are asked to work with affiliated trainers. Affiliated trainers include approved HERS Raters and other energy professionals.

### **Promoting Training:**

DOE will promote training on the DOE Zero Energy Ready Home online calendar and through electronic newsletters and updates. Trainers are expected to publicize the event to builders through their marketing networks. Local HERS raters and trainers will also publicize the training to their customers.

### **CEUs and Reporting:**

Partners are responsible to report training participant lists to DOE Zero Energy Ready Home. These lists will be used to credit builder partners with fulfilling their orientation training requirement. In addition, when appropriate, CEUs will be assigned upon completion of the training. When possible, the partner will report CEU completion to the accrediting organization. Otherwise, DOE Zero Energy Ready Home staff will be responsible to report to the accrediting organization. In order to collect the information needed to complete these reporting functions, a standardized sign-in sheet will be used to collect information.



## EXHIBIT B: Example Annual Training Plan

### Annual Training Plan ABC Energy Effective June 2014-May 2015

ABC, Inc. will provide a web link from abcenergy.com to buildings.energy.gov/Zero Energy Ready to promote the DOE Zero Energy Ready Home.

ABC, Inc. will hold 4 trainings this year as follows:

<b>DATE &amp; TIME</b>	July 25, 2015, 8 AM – 11:30 PM
<b>CO-HOST(S)</b>	HBA of Little Rock
<b>LOCATION</b>	HBA of Little Rock 4321 Home Ave Little Rock, AR 72202
<b>FORMAT</b>	Live 3.5 hour session with continental breakfast
<b>DOE TRAINER(S)</b>	Sam Rashkin and Jamie Lyons
<b>CEUs</b>	Yes - AIA

<b>DATE &amp; TIME</b>	September 15, 2015, 5 – 9 PM
<b>CO-HOST(S)</b>	None
<b>LOCATION</b>	ABC Training Center 123 Training Way Little Rock, AR 72203
<b>FORMAT</b>	Live 3.5 hour session with dinner
<b>AFFILIATED TRAINER(S)</b>	Joe Hers
<b>CEUs</b>	No

<b>DATE &amp; TIME</b>	TBD
<b>CO-HOST(S)</b>	HBA of Little Rock
<b>LOCATION</b>	HBA of Little Rock 4321 Home Ave Little Rock, AR 72202
<b>FORMAT</b>	Live 3.5 hour session with continental breakfast
<b>AFFILIATED TRAINER(S)</b>	Joe Hers and Sandy Home
<b>CEUs</b>	No

<b>DATE &amp; TIME</b>	TBD
<b>CO-HOST(S)</b>	None
<b>LOCATION</b>	ABC Training Center 123 Training Way Little Rock, AR 72203
<b>FORMAT</b>	Live 3.5 hour session with dinner
<b>AFFILIATED TRAINER(S)</b>	Joe Hers
<b>CEUs</b>	TBD