

OMB Control #: 1910-5184
DOE HQ F 413.39
Exp. Date: 7/31/23

U.S. Department of Energy Home Improvement Expert

HOME IMPROVEMENT EXPERT PARTNER AGREEMENT

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Instructions for Partnering with U.S. Department of Energy

Organizations interested in becoming a Department of Energy (“DOE”) Home Improvement Expert™ Partner must take the following steps:

1. Review the terms and conditions set out in the Home Improvement Expert Partner Agreement (“Partner Agreement” or “Agreement”).
2. **Register** by entering Partner contact information online at the DOE Building America Solution Center website (<https://basc.pnnl.gov/>). Partner must accept the terms of the Partner Agreement via electronic signature. Partner may add additional contacts to Partner’s Home Improvement Expert account.
 - **IMPORTANT:** Partner must read and agree to the terms and conditions set out in the Partner Agreement and acknowledge by clicking the toggle next to “I have read and agree to the terms and conditions stated in the DOE Home Improvement Expert Partner Agreement.” This serves as Partner’s electronic signature. The Partner Agreement may be accessed online at any time on Partner’s account.
 - Upload Partner logo for display in the Home Improvement Expert Partner Locator Tool (DOE listing of Partners on DOE Home Energy Saver website to help consumers find organizations working with the Home Improvement Expert program) and to include on customized fact sheets and checklists. **IMPORTANT:** By participating, Partner expressly consents to use of Partner logo on the DOE website in the locator tool.
 - Click register. Partner will receive an email with a login password asking to confirm Partner’s participation.
 - Partner registration will be reviewed by DOE. If registration is approved, Partner will be entered into the DOE Home Improvement Expert™ database. Partner may login anytime to change contact information or discontinue the partnership. Should Partner choose to discontinue the partnership, please provide reasonable notice and a written rationale for discontinued participation.
3. DOE will set-up a welcome meeting/phone call to discuss the next steps.

U.S. Department of Energy Home Improvement Expert Partner Agreement

Introduction

Through Home Improvement Expert Partner Agreement (“Partner Agreement” or “Agreement”), the registered organization (“Partner”) joins in partnership with the Department of Energy (“DOE”) (collectively referred to as “the Parties” or singularly as “Party”). Partner recognizes that by accepting this Partner Agreement it is expected to support DOE in its efforts to educate consumers on the benefits of using Home Improvement Expert fact sheets and checklists.

The DOE Home Improvement Expert™ (HIE) offers organizations and individuals vested in high-performance homes with a timely solution to help ensure proper installation. Specifically, the HIE fact sheets and checklists are intended to make it easier for consumers to implement energy-related home improvement project best practices that can help ensure optimum energy savings and a superior consumer experience with high-performance products and contractors.

Program Scope and Eligible Organizations

1. Program scope: HIE is a DOE program using fact sheets and checklists to educate homeowners about the importance of quality installation for energy-related home improvements and provide actionable guidance that can help hold energy-related home improvement contractors accountable to DOE best practices.
2. Eligible organizations: Partners are home improvement contractors, retailers, product manufacturers, and associations who install, sell, manufacture, or represent energy-related home improvements. Utilities, energy efficiency programs, non-profit energy organizations, and state/local governments that promote energy-related home improvements are also eligible to be partners. Each Partner application will be reviewed to verify eligibility before being approved by DOE.

General Terms and Commitments Made Between DOE Home Improvement Expert Program and Partners

DOE's Commitments to Home Improvement Partner

1. DOE will provide Partners with HIE materials including fact sheets and checklists for specific energy-related home improvements. The fact sheets and checklists may be customized with the Partner's logo to identify them as a DOE Partner who can help American homeowners ensure quality home improvements. The fact sheets and check lists will also display the DOE logo to associate the HIE program as the federal government's leading authority on high-performance homes. DOE retains rights to the DOE logo. Other than customization noted above, Partners may not alter the content of the fact sheets and checklists in any way, including the DOE logo. Use and reproduction of the DOE logo on unauthorized material without specific authorization are prohibited. However, Partners are encouraged to provide feedback regarding improvements to all fact sheet and checklist content.
2. DOE will seek opportunities to recognize Partner for their participation in the HIE Program.
3. DOE will work to increase awareness of the HIE Program as the trusted government-backed guidance for ensuring quality installed energy-related home improvements.
4. DOE will provide Partner with timely HIE program updates, information, and resources via the DOE web site, webinars, newsletters, e-mail, and/or presentations.
5. DOE will respond to requests for information or clarification on HIE Program policies.

Home Improvement Expert Partner Commitments to DOE

1. Partner will promote and distribute HIE fact sheets and checklists on at least three consumer-facing communications each year. Communications can include product packaging, in-store displays, company/organization web site, advertising, brochures, blogs and/or signage intended to reach the general public.
2. Partner will provide a link from their website to DOE's Home Improvement Expert page on DOE's Home Energy Saver website – the DOE website for consumer content on energy efficiency. To ensure that viewers will see DOE's most up-to-date information, Partner will link to the DOE website rather than downloading portions of the DOE website to another web server.
3. Partner will educate their own employees/staff about HIE program.
4. Partner will maintain an active partnership by meeting the agreed upon commitment to promote HIE and report to DOE on a quarterly basis the activities they have undertaken as part of the HIE program. Partners not fulfilling this requirement will be deemed 'inactive' and must promptly cease all association with HIE. DOE will notify partner by email of any nonconformance regarding this commitment and provide 30 calendar days to comply before taking action to deem inactive.
5. Partner will only use DOE Logo on HIE fact sheets and checklists. Partner may add their logo to fact sheets and checklists for co-branding with the HIE program, but shall not alter the content in any other way without express written permission from DOE.
6. In any written materials, documents, or other representations to its home improvement customers, Partner and any Partner affiliated entities, will not use any language that constitutes or implies an

endorsement by DOE of any of its products or services.

General Terms and Conditions

1. This Partner Agreement is voluntary and may be amended by written agreement between the Parties. This Partner Agreement may be terminated by either Party upon reasonable written notice to the other Party.
2. Partner will assume good faith as a general principle for resolving conflicts that may arise in relation to their program, or the Partner Agreement, and will seek to resolve all matters to preserve maximum public confidence in DOE and the HIE Program.
3. Partner shall not construe, claim, or imply that participation in the HIE Program constitutes federal government approval, acceptance, or endorsement of anything other than Partner's participation in the HIE Program.
4. This Partner Agreement does not constitute DOE endorsement of Partner, its products, or services.
5. DOE does not provide warranty and cannot be held liable for construction defects or deficiencies resulting from use of the HIE fact sheets and checklists.
6. This Partner Agreement is neither a fiscal nor a funds obligation document. Nothing in this Partner Agreement authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
7. Partner understands that the activities undertaken in connection with the HIE are voluntary and not intended to provide services to the federal government. As such, Partner may not submit claims for compensation to any federal agency for activities related to this Partner Agreement.
8. Partner must adhere to all restrictions on the use of the *DOE Seal, Name and Logo* and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply.
9. Home improvement installations according to the HIE checklists shall not be used by Partner to guarantee that the improvements are structurally sound, 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.
10. This Partner Agreement is strictly for internal purposes for each Party. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This Partner Agreement shall not be construed to provide a private right of action for or by any person or entity.
11. This Partner Agreement in no way restricts either Party from participating in any activity with other public or private agencies, organizations, or individuals.
12. DOE enters into this Partner Agreement under the authority of section 646 of the Department of Energy Organization Act (Pub. L. No. 95-91, as amended; 42 U.S.C. 7256) and sections 421-423 of the Energy Independence and Security Act of 2007 (Pub. L. No. 110-241; 42 U.S.C. 17081-17083).

Dispute Resolution

Partner and DOE will assume good faith as a general principle for resolving conflicts under the HIE program. Both Parties will endeavor to resolve all matters informally, so as to preserve maximum public confidence in the HIE. 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 Partner Agreement

This Partner Agreement and the terms outlined in the supporting documents will be effective when signed electronically by both Parties. By completing registration Partner is electronically signing this Partner Agreement, and, as an official representative of Partner's organization, Partner agrees to these terms. By electronically approving Partner registration, DOE agrees to the terms of this Partner Agreement.

The Partner Agreement remains valid for one year from DOE approval of Partner registration. The Partner Agreement must be maintained with activity and renewed annually. Activity is defined as promoting the DOE Home Improvement Expert national campaign.

This data is being collected to facilitate participation in U.S. Department of Energy's Home Improvement Expert program.

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of the Chief Information Officer, Enterprise Policy Development & Implementation Office, IM-22, Information Collection Management Program 1910-5184, U.S. Department of Energy, 1000 Independence Ave SW, Washington, DC 20585; and to the Office of Management and Budget (OMB), OIRA, Paperwork Reduction Project 1910-5184, Washington, DC 20503.

Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB

control number.

Submission of this data is voluntary.