



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

# INNOVATION PARTNER AGREEMENT

### Contents

Instructions for Partnering with U.S. Department of Energy.....	2
U.S. Department of Energy Zero Energy Ready Home Terms of the Agreement .....	3
INNOVATION PARTNER.....	3
Introduction.....	3
Program Definitions and Eligible Organizations .....	3
General terms and commitments made between DOE Zero Energy Ready Home Program and Innovation Partners .....	4
DOE’s Commitments to DOE Zero Energy Ready Home Innovation Partner.....	4
Innovation Partner Commitments .....	4
General Terms and Conditions.....	5
Dispute Resolution .....	5
Entry into Force and Duration of Agreement .....	5

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

Organizations interested in partnering with DOE Zero Energy Ready Home™ as an Innovation 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 **Innovation 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 “Innovation Partner” as organization type. Then select Innovation type from the following: manufacturer, utility, state/local government, or other.
  - **IMPORTANT:** You must read and agree to the terms and conditions stated in the Innovation 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 Innovation 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.
  - 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. 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

## INNOVATION 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 educate consumers on the benefits of 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 home of the future today - makes it easy for consumers to identify high-performance homes that are so efficient a renewable energy system can offset most or all annual energy consumption.

### *Program Definitions and Eligible Organizations*

1. Eligible organizations: Innovation partners are entities--other than builders, verifiers or architects and designers -- that support efforts to build, create and/or sell zero energy ready homes. Specific relevant organizations include, but are not limited to building product manufacturers, retailers, utilities, energy efficiency programs, non-profit energy organizations, and state/local government. If a manufacturer or retailer wants to join as a partner, they must manufacture/sell products that can be used in a zero energy ready home to help comply with program specifications. Each Partner application will be reviewed to verify this eligibility before being approved by DOE.
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 ([energy.gov/eere/buildings/zero-energy-ready-home](http://energy.gov/eere/buildings/zero-energy-ready-home)). 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 energy ready homes** are high-performance homes so energy 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 Innovation Partners

### ***DOE's Commitments to DOE Zero Energy Ready Home Innovation Partner***

1. DOE will provide partner recognition with a Zero Energy Ready Home marketing materials including those created to accompany a national campaign (“national campaign”) that can be customized with the partner’s logo and identifies them as a partner with DOE bringing innovation to American Homes. This national campaign also includes a simple message for consumers to see the home of the future today by taking the ‘Tour of Zero’ including a link to the ‘Tour of Zero’ on the DOE Zero Energy Ready Home web site.
2. DOE will seek opportunities to provide partner with additional recognition for their participation in the national campaign through vehicles such as the DOE website and other media.
3. DOE will work to increase awareness of the DOE Zero Energy Ready Home Program as the trusted government-backed symbol for zero energy ready homes.
4. DOE will provide partner with timely program updates, information, and resources via the DOE web site, webinars, newsletters, e-mail, and presentations.
5. 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.
6. DOE will respond swiftly to any requests for information or clarification on program policies.
7. 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.

### ***Innovation Partner Commitments***

1. Partner shall include the ZERH national campaign message on at least three major consumer-facing communications each year. These can include company/organization web site, advertising, brochures, blogs and signage. If messaging is used on a website, it must be on the first one or 2 pages. Note that the ZERH national campaign message is not to be used on product packaging.
2. Partner shall provide a link from their website to DOE’s ZERH website.
3. Partner shall commit to educating their own employees/staff about ZERH program.
4. Partner shall maintain an active partnership within any ongoing 12-month period by meeting the agreed upon commitment to promote the national campaign message and reporting to DOE on a quarterly basis specific communication used to meet this commitment. Partners not fulfilling this requirement will

be deemed 'inactive' and must promptly cease all association with the national campaign.

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 national campaign 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 products, or services.
4. Partners understand that the activities undertaken in connection with the DOE Zero Energy Ready Home national campaign 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 promoting DOE Zero Energy Ready Home national campaign.*

---

### **Paperwork Reduction Act Burden Disclosure Statement**

This data is being collected for program partner registration. The data you supply will be used for DOE communications with the partners and to categorize partners so DOE can target outreach, appropriately assist partners, and analyze participation.

Public reporting burden for this collection of information is estimated to average 0.34 hours 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.