

# Qualified Partner Agreement Addendum

## Initiative for Electrification in New Affordable Multifamily Housing



The Initiative for Electrification in New Affordable Multifamily Housing is funded by federal funds from the Inflation Reduction Act Home Electrification and Appliance Rebate (“HEAR”) program (“IRA Funds”) provided by the United States Department of Energy. There are certain additional terms, conditions, and requirements that Qualified Partners must observe as a condition to interacting with these federal funds. To participate in Efficiency Maine’s Initiative for Electrification in New Affordable Multifamily Housing, please complete, sign, and return this form.

**Qualified Partner Information.** Please enter your company’s information.

Business Name	
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**HEAR Program Requirements** – Qualified Partner agrees to comply with all terms and conditions of the Efficiency Maine Qualified Partner Terms & Conditions (“Terms & Conditions”), plus the following additional terms which are hereby made part of the Terms and Conditions. Qualified Partner’s signature below signifies acceptance of all terms and conditions.

Additional Program Terms & Conditions	
1	Qualified Partner agrees to perform all work and services in strict accordance with applicable laws, ordinances, regulations, and codes.
2	Qualified Partner acknowledges that rebates provided under the Initiative for Electrification in New Affordable Multifamily Housing must not exceed the program’s rebate limits described in the Funding Opportunity Notice, and Qualified Partner hereby agrees to refund to Efficiency Maine any rebate funds in excess of said limits that are in Qualified Partner’s possession.
3	Qualified Partner understands Efficiency Maine will pay Qualified Partner an installation incentive up to \$200.00 per dwelling unit for each qualifying project located in a disadvantaged community (as identified by the <a href="#">Climate and Economic Justice Screening Tool</a> ) when such project is performed by Qualified Partner after the launch of Efficiency Maine’s Initiative for Electrification in New Affordable Multifamily Housing. The amount of installation incentives Qualified Partner may receive per multifamily building or campus shall not exceed \$1,000.00. Qualified Partner further acknowledges that installation incentives must not exceed installation incentive limits as described herein, and Qualified Partner hereby agrees to refund to Efficiency Maine any installation incentive funds in excess of said limits that are in Qualified Partner’s possession.
4	Qualified Partner understands that Efficiency Maine has developed a Consumer Protection Plan in connection with the HEAR Program and that a copy of the Consumer Protection Plan is available for review on the Efficiency Maine <a href="#">website</a> and that Qualified Partner is responsible for compliance with all provisions of said Plan that apply to participating Qualified Partners.
5	Qualified Partner will certify and attest to the validity and accuracy of all the information that Qualified Partner provides in connection with rebate requests, including without limitation, information related to the project, the equipment installed, and costs incurred.
6	Qualified Partner understands and acknowledges that if they have falsified any information or provided information that is materially inaccurate, they may be subject to legal action and exclusion from Efficiency Maine programs. If Efficiency Maine determines that any information provided is materially inaccurate, it will provide notice and an opportunity to cure the issue. If the issue is not promptly and effectively cured, Efficiency Maine may cancel any rebate reservations and shall not be required to pay an installation incentive to Qualified Partner in connection with the installation to which the falsified information relates. If a rebate and/or installation incentive has already been issued and Efficiency Maine determines that false information was supplied, Qualified Partner will be responsible to reimburse Efficiency Maine the entire amount of the program rebates and/or installation incentives paid to them.
7	Qualified Partner acknowledges that all work is subject to on-site inspection and verification and agrees to allow Efficiency Maine and its authorized agents access to all relevant records for such purposes.
8	In the event of a dispute between a participant and a Qualified Partner for which Efficiency Maine identifies the Qualified Partner as the responsible party and characterizes the dispute as resolvable, the Qualified Partner shall perform a corrective action within thirty (30) days of receiving a notification from Efficiency Maine and shall confirm completion of said corrective action with Efficiency Maine. Qualified Partner understands that failure to perform said corrective action in the time frame provided may result in suspension of the Qualified Partner’s eligibility for participation in Efficiency Maine programs, as described in greater detail in Efficiency Maine’s Qualified Partner Manual.

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9	Qualified Partner understands that it is impermissible for contracts and agreements related to HEAR-funded projects to contain a mandatory arbitration provision.
10	Qualified Partner understands that if Qualified Partner assigns an Eligible Entity’s contract to a third-party, the Eligible Entity will still have the same claims and defenses that they would have against the Qualified Partner that provides the goods and services obtained with the HEAR rebate funds.
11	If Qualified Partner is providing customer contract documents electronically and a customer’s signature is applied electronically to the contract documents, the Qualified Partner must comply with the Electronic Signatures in Global and National Commerce Act (E-Sign Act) (15 U.S.C. §§ 7001 et seq.) This includes providing required disclosures and obtaining customer consent to receive and execute documents electronically.
12	Upon project completion, Qualified Partner shall provide the participant with a project invoice using Efficiency Maine’s invoice template, a copy of which is available on the program <a href="#">website</a> . All invoices must include itemized costs for labor, equipment, and materials. Qualified Partner must also sign the Project Completion Form.

### Acknowledgement

Qualified Partner acknowledges that it is responsible for the performance and conduct of its employees, agents, and contractors and Qualified Partner shall cause all such personnel to comply with these terms and conditions. Qualified Partner, through its authorized representative, certifies that all the information included herein is true and correct and confirms that the representations and undertakings contained herein are made part of the Terms & Conditions with Efficiency Maine.

Name		Date	
Signature			

Please submit by email to [CIP@efficiencymaine.com](mailto:CIP@efficiencymaine.com) OR by mail to PO Box 219, Brunswick, ME 04011–0219. If you have any questions, contact [CIP@efficiencymaine.com](mailto:CIP@efficiencymaine.com) or call 866-376-2463 and ask for the Commercial & Industrial Prescriptive team.

