CSI RD&D Program
Small Grant Solicitation

Submission Deadline

October 3, 2013

(4 pm PDT)

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CSI RD&D Program Manager

California Solar Initiative

Research, Development,
Demonstration, and Deployment Program

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Introduction

1.1 Overview of this Solicitation

The California Public Utilities Commission (CPUC), through its Program Manager, Itron, Inc., (Itron) is offering grant funding for small solar energy research projects in the demonstration or near-commercialization phase. Funding is being made available to support additional task(s)/activities to past or existing projects funded by the California Solar Initiative (CSI) Research, Development, Demonstration and Deployment (RD&D) Program or other demonstrations or near-commercialization projects that help support the overall goals of the CSI RD&D Program. The intent of this solicitation is to leverage the value of past or current CSI RD&D investments or other publically funded research to address the goals of the CSI RD&D Program.

This document provides the information needed to complete the application package and contains the following sections:

- Introduction
- Proposal Submittal Requirements
- Proposal Review and Selection

1.2 Overview of the California Solar Initiative (CSI) Research, Development, Demonstration, and Deployment (RD&D) Program

Senate Bill (SB) 1, signed by Governor Schwarzenegger in August 2006,[1] authorizes the CPUC to allocate up to $50 million of the California Solar Initiative (CSI) funds for research, development, demonstration, and deployment of solar technologies. The CPUC adopted a CSI Research, Development, and Demonstration Plan,[2] which lays out seven key principles for the CSI RD&D Program:

- Improve the economics of solar technologies by reducing technology costs and increasing system performance;

[1] Chapter 132, Statutes of 2006

[2] Decision 07-09-042

- Focus on issues that directly benefit California, and that may not be funded by others;
- Fill knowledge gaps to enable successful, wide-scale deployment of solar distributed generation technologies;
- Overcome significant barriers to technology adoption;
- Take advantage of California's wealth of data from past, current, and future installations to fulfill the above;
- Provide bridge funding to help promising solar technologies transition from a pre-commercial state to full commercial viability; and,
- Support efforts to address the integration of distributed solar power into the grid in order to maximize its value to California ratepayers.

1.3 Funding Available

A maximum of $1 million in funding is available through this grant solicitation. The maximum amount of funding available for a single project is $100,000. The minimum project size for this solicitation is $50,000. There is no guarantee that the entire $1 million will be allocated to projects through this solicitation. The CPUC may choose to award none, some, or all of the allocated funds for this solicitation. In addition, the CPUC may use any unallocated funds from this solicitation for future solicitations under the CSI RD&D Program, or return unused funds to the overall CSI program.

1.4 Questions

Questions about this grant solicitation will be accepted through September 6, 2013. Questions must be submitted to the CSI RD&D website:
http://calsolarresearch.ca.gov/Current-Solicitations/#SubmitComments

Responses will be posted to the website on or before September 11, 2013.

For more information on the solar programs offered by the CPUC and the California Energy Commission, please visit the Go Solar California website at http://www.gosolarcalifornia.ca.gov/

1.5 Due Date

Proposals must be submitted electronically. All proposals must be received no later than **4:00 P.M. (PDT) on October 3, 2013**.
Submit the electronic version of the proposal to:
http://www.calsolarresearch.ca.gov/Current-Solicitations/submit-proposal.html

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1.6 Eligible Proposers

Participation in this solicitation is open to all types of businesses and organizations. Any individual, business, organization, academic institution, non-profit, national laboratory or other entity may apply to this grant solicitation.

Individuals may submit only one proposal in response to this solicitation. Multiple proposals from an individual applicant will not be accepted. Companies, academic institutions, national laboratories and other entities may submit multiple proposals; however each proposal must have a different principal investigator/researcher.

1.7 Eligible Research Topics

The focus of this solicitation is to fund small tasks or projects that address the following topic areas:

- Grid Integration, Storage and Metering – demonstrations or other small projects that provide solutions to integration of PV into the electricity grid.
- Business Development and Deployment– demonstrations or other small projects that support solutions to building a self-sustaining market for solar energy in the state.
- Energy Generation Technologies – demonstrations or other small projects that improve the economics of solar technologies and/or increases system performance.
- Cross-Cutting – demonstrations or other small projects that integrate energy efficiency, demand response and energy storage with PV.

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1.8 Award Length

The term of these grant awards is one year from the date the grant agreement is fully executed.

1.9 Match Funding Requirements

Match funding is required to participate in this solicitation. The minimum match funding required for projects in this solicitation is **25 percent**. Match funding can originate from a variety of sources including the applicant or other team members, the federal or state government (except the CSI Program), non-governmental organizations, industry stakeholders, private companies, or utilities. Match funding may include, but is not limited to, the contribution of cash or in-kind services. In general, the greater and more secure the match contribution, the higher the match funding score.

1.10 Key Dates

ACTION	DATE
Grant Solicitation Released	Aug 29, 2013
Questions on Solicitation Due	September 6, 2013
Responses Posted	September 11, 2013
Due Date for Grant Proposals	**Oct 3, 2013 by 4:00 P.M. (PDT)**
Grants Approved by CPUC (estimate)	November – December 2013
Grant Start Date (estimate)	January 2014

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Proposal Submittal Requirements

2.1 Submittal Requirements

Electronic submission is required for this solicitation. Applicants must submit the electronic version of the proposal to http://www.calsolarresearch.ca.gov/Current-Solicitations/submit-proposal.html

Proposals must be submitted as a single PDF file.

Proposals must be received no later than 4:00 p.m. (PDT) on October 3, 2013.

Proposals not received by the CSI RD&D Program Manager by the specified date and time will not be evaluated or scored.

Following submission, the CSI RD&D Program Manager will e-mail a confirmation receipt to each applicant. It is the applicant's ultimate responsibility to ensure that the proposal was received on time. Proposals sent to the CPUC or any address other than the one specified in these instructions will not be accepted. Fax copies will also not be accepted.

Please do not submit proprietary or confidential information as proposals containing proprietary or confidential information will not be evaluated or scored.

2.2 Application Package Requirements

The grant proposal application package must include all of the following information and be assembled in the order presented below.

Exhibit A – Small Grant Application Cover Page

Please complete the grant application cover page (Exhibit A) including signatures for the Principal Investigator/Project Manager and the person authorized to sign on behalf of the company, institution or organization.

Section 1: Project Summary

Please provide a short (1 page) description of your research project or task(s). (*Limit to one (1) page.)*

Section 2: Project Need

Please discuss the need for this project and why it warrants CSI RD&D funding. Please note if this is a follow-on or added task(s) to a current or past CSI RD&D Project and discuss why this added work is needed. (*Limit to one (1) page.)*

Section 3: Scope of Work

Please provide a scope of work for the proposed project or task(s) including methods, data collection and reporting, as appropriate. (*Limit to three (3) pages.)*

Section 4: Project Personnel

Provide a brief biography for each person who will be working on this project or task(s). Describe the work that each person will perform on the project. *(Limit to one-half page (½ page.) per individual).*

Section 5: Budget Summary

Provide a budget (total project = request + match funding) for the project and/or task(s) as outlined in Section 3. Please complete the budget table (Exhibit B) and provide a short narrative of the budget which includes an explanation of expenses (travel, materials, and supplies) (*Limit to two (2) pages.)*

Section 6: Match Funding

Discuss the match funding that will be brought to this project or task(s) and identify the source and level of match funds. Attach any letter(s) of commitment or other documentation from each individual, company, or organization that is providing match funds. (*Limit to one (1) page plus any documentation supporting the match funds.)*

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Table 2-1: Summary of Page Limits

Section Title	Page Limit
Exhibit A: Grant Application Cover Page	One (1) page
Section 1: Project Summary	One (1) page
Section 2: Project Need	One (1) page
Section 3: Scope of Work	Three (3) pages
Section 4: Project Personnel	One-half (1/2) page per individual
Section 5:Budget Summary	Two (2) pages plus Exhibit B
Section 6: Match Funding	Two (2) pages plus supporting documentation

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Proposal Review and Selection

Grant proposals received by the deadline will be reviewed, evaluated and recommended using the process described below.

3.1 Initial Screening

The CSI RD&D Program Manager will conduct an initial screening of each proposal to ensure completeness and conformity and will assign either "pass" or "fail" using the criteria in the table below. **Proposals that fail one or more of the six criteria in Table 3-1 will be eliminated**.

Table 3-1: Initial Screening Criteria

CRITERIA	SCORE
▪ Proposal was submitted by the deadline.	Pass / Fail
▪ Proposal is complete and includes required sections described in Section 2.2	Pass / Fail
▪ Funding requested falls within the project size range for this solicitation.	Pass / Fail
▪ Proposal meets the match funding requirements for this solicitation and includes documentation of match funding.	Pass / Fail
▪ Proposal addresses one or more of the focus areas for this solicitation.	Pass / Fail
▪ Proposal includes adequate information to assess the technical merits of the proposed project.	Pass / Fail

3.2 Proposal Scoring

Proposals will be independently reviewed and scored by a committee with membership drawn from representatives of the CSI RD&D Program Manager, the CPUC, and other state or federal agencies, as well as possible representatives from the solar industry, universities, utilities, non-profit organizations, and/or others. The Scoring Committee members shall not have any financial or other stake in the applicants that are being scored (or their potential competitors), to allow for a fair and merit based selection.

The Scoring Committee will use the criteria shown in **Table 3-2** below when scoring each proposal.

Table 2-2: Proposal Scoring Criteria

SCORING CRITERIA	MAX. POINTS POSSIBLE
1. How well does the proposed research address the goals of the CSI RD&D Program?	20
2. Does the proposal include a compelling need for the project? Is the project follow-on research from a current or past CSI RD&D funded project?	20
3. Is the approach outlined in Section 3 appropriate and is there enough detail to understand the specifics of what work will be done?	20
4. Is the proposed team for the project highly qualified to conduct the working being proposed? Do the team members have prior experience conducting similar work? (Section 4)	20
5. Are the amounts and uses of the funding requested appropriate for the work to be performed? Is the funding request reasonable? (Section 5)	10
6. How well does the proposed project leverage funds from other entities or organizations? (Section 6)	10
Total Points Possible	**100**
Points Needed to Pass (75% of total)	**75**

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The Scoring Committee's final individual scores will be averaged to produce the final score. With a total possible score of 100, proposals must receive a total averaged score of 75 points (75%) to pass and be included in the final ranking. The passing scores will be used to create the final rank order list of proposals. Based on the availability of funding and the quality of the top ranking proposals, the Scoring Committee will provide a cutoff line and final funding recommendations to the CPUC for consideration.

3.3 Recommendation to CPUC

The CSI RD&D Program Manager will prepare a summary report for the CPUC's Energy Division staff with a recommended list of projects for funding. The CPUC Energy Division will review the recommendations and prepare a resolution for consideration and possible approval by the CPUC.

3.4 Grant Agreements

Once the CPUC provides approval on the recommended grants, the CSI RD&D Program Manager will work with the grantee to develop the grant agreements. Grantees are not allowed to begin any tasks or bill for any work until the grant agreement is fully executed. The grant agreement can be found in Exhibit C of this document.

PLEASE NOTE THAT ALL GRANTEES MUST ACCEPT THE GRANT TERMS AND CONDITIONS AS STATED IN EXHIBIT C. THERE WILL BE NO CHANGES TO THIS AGREEMENT. THE CPUC RESERVES THE RIGHT TO CANCEL THE AWARD AND REALLOCATE THE FUNDS IF AN ENTITY DOES NOT ACCEPT THE TERMS AND CONDITIONS AS STATED.

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California Solar Initiative Research, Demonstration, and Deployment Program - Small Grant Solicitation **GRANT APPLICATION COVER PAGE**	**Exhibit A**

a. Project Title:

_____

_____

b. Project Focus Area:

_____ Grid Integration _____ Storage _____ Monitoring / Metering
_____ Business Development /Deployment _____Integration of EE, DR, Storage and Solar
_____ Energy Generation Technologies _____Other (specify)_____

c. Applicant Category:

_____ Individual _____ Academic Institution _____ National Laboratory
_____ Business _____ Non-Profit _____ Other

d. Grant Funding Requested: $_____

e. Match Funding Provided: $_____

f. Proposed Project Duration: _____

g. Principal Investigator/Project Manager:

(Serves as single point of contact for all communications)

Name:	_____	Address:
Phone:	_____	_____
Fax:	_____	_____
E-mail:	_____	_____
Organization:	_____	_____
Position/Title:	_____	_____

Principal Investigator/Project Manager Signature: _____

Date: _____

Official Representative Signature: _____

Date:

Reserved for CSI RD&D Program Manager Use		
Solicitation	Date Received	Proposal Number Assigned

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EXHIBIT A INSTRUCTIONS
Grant Application Cover Page

Item a: Project Title
Provide a title for the project that is descriptive of the proposed work. The title must communicate the type of work being proposed.

Item b: Project Focus Area
Check the one box that corresponds to the target area that is most representative of the proposed work.

Item c: Applicant Category
Check the one box that represents the category under which you are applying for a grant.

Item d: Grant Funds Requested
Specify the amount of grant funds requested for use by the Applicant. This amount must match the amount shown on Exhibit B, line 4.

Item e: Match Funding Provided
Specify the amount of match funds provided by the Applicant. This amount must match the amount shown on Exhibit B, line 4.

Item f: Proposed Project Duration
Specify how many months you need to complete the project. The project's duration cannot exceed 12 months.

Item g: Principal Investigator/Project Manager
List the Principal Investigator (PI)/Project Manager (PM) for this project. This person will serve as the main contact for the project. In most cases the PI also serves as the PM.

PI/PM Signature:
Signature and date of PI/PM.

Official Representative Signature:
Signature and date of person authorized to sign on behalf of company or institution.

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California Solar Initiative Research, Demonstration, and Deployment Program Small Grant Solicitation **PROPOSED BUDGET SUMMARY**	**Exhibit B**

Project Title:			
Project Tasks	***CSI RD&D Funds Requested***	***Match Funding***	***Total (CSI RD&D Funds + Match)***
Task 1			
Expand table to include as many tasks as applicable to the proposed project			
OTHER DIRECT EXPENSES			
Travel *(combine all travel expenses on this line)*			
Equipment Rental/Use Fees			
Major Equipment Purchases *(for items costing over $5,000)*			
Materials/Supplies/Equipment/Misc.			
Sub Total other expenses	$ -	$ -	$ -
Total Project Budget	**$**	**$**	**$**

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EXHIBIT B INSTRUCTIONS
Proposed Budget Summary Form

Project Title

Please provide the full title of your project.

Project Tasks

Provide a listing of Tasks and subtasks for your project. Please be advised a tight and specific scope with one or few tasks is more desirable for this Small Grant Solicitation.

Budget Amounts

The Proposed Budget Summary form includes columns for project funds from the following (by task):

- CSI RD&D funds requested—Provide the total amount of funding being requested for each task and subtask (if applicable). This amount should include all CSI RD&D funds for all salaries and wages for staff and subcontractor firms. Provide details for individual staff and subcontractors in the Project Personnel section of your proposal.
- Match funding—Provide the total amount of match for each task and subtask (if applicable) including applicants match along with any other sources of match funding for the project.
- Total (CSI RD&D + Match)

Other Direct Expenses

- List the total amount for each of the direct expenses (travel, equipment rental/use, major equipment purchases, and supplies), if applicable.
- Provide an itemized breakdown for each of these in the Budget section of your proposal.
- List any direct expenses that are either the applicant's match funding or other match funding.

Total Project Budget

- The amounts in the bold blocks should show total grant funds requested, the total match funding provided, and the total budget for the project.

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EXHIBIT C: GRANT AGREEMENT

GRANT AGREEMENT

This Grant Agreement ("***Agreement***") is entered into as of this ____ day of _____, 2014 (the "***Effective Date***") by and between Itron, Inc., a Washington corporation having its principal place of business at 2111 N. Molter Rd., Liberty Lake, WA 99019 ("***Itron***" or "***Program Manager***") and _____, having its offices at _____("***Grantee***"). Itron and Grantee may each be referred to as a "***Party***" and together as the "***Parties***."

WHEREAS, Grantee submitted a grant application to Itron for _____, (the "***Project***"), as more fully described in the scope of work, schedules and personnel, and deliverables included hereto as Exhibit A (the "***Scope of Work***); and

WHEREAS, as program administrator for the California Solar Initiative (CSI) Research, Development, Demonstration, and Deployment Program ("***CSI RD&D***"), Itron is responsible for soliciting applications and entering into grant agreements with eligible applicants upon receiving funding approval from the California Public Utilities Commission ("***CPUC***"); and

WHEREAS, Grantee's Application has been selected to receive a grant award for the Project in the amount of $_____, which the Grantee wishes to accept (the "***Grant***"), that shall be paid out of funds allocated and disbursed directly by Pacific Gas and Electric ("***PG&E***").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

1. GRANT PURPOSE

1.1 Scope of Work and Purpose. Grantee will have overall responsibility for the timely completion of the Project in accordance with the Scope of Work set forth in Exhibit A and agrees to operate within the financial constraints of the approved Grant budget contained in Exhibit B.

1.2 Status of Parties. The Grantee understands that this Agreement is between Itron as Program Manager and Grantee with funding being provided directly to Grantee by PG&E. Itron has contracted with PG&E to administer the CSI RD&D on behalf of the CPUC. Itron will recommend grant projects for funding to the CPUC and all final Grant funding decisions will be made by the CPUC.

1.3 Approval. The Grantee shall not commence work under this Agreement until all Parties have signed the Agreement. Any work performed prior to execution of this Agreement is performed at the Grantee's sole risk and expense, with no expectation of reimbursement.

2. TERM

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The term of this Agreement shall commence on the Effective Date and continue for one (1) year unless otherwise terminated in accordance with the terms of this Agreement. The Agreement may be extended for an additional six (6) month term upon approval by Itron and the CPUC.

3. KEY PERSONNEL

Grantee's key personnel under this Agreement include the Principal Investigator and team members identified in Exhibit A. Those individuals identified as being key personnel shall be engaged with the Project for the duration of the Grant. The Grantee shall not replace or substitute key personnel, including the designated technical point of contact, without the prior, written consent of the Program Manager.

4. PERFORMANCE OBLIGATIONS

4.1 Standard of Performance. The Grantee shall exercise the degree of skill and care required by customarily accepted industry standards and professional practices and procedures in the performance of work under this Agreement.

4.2 Financial Management Systems. The Grantee shall maintain financial management systems during the term of this Agreement that provide for (a) accurate, current and complete disclosure of the financial activity under this Agreement, (b) effective control over and accounting for all funds, (c) segregation of project funds from other projects or programs, and (d) accounting records supported by source documentation.

5. AMOUNT AND AUTHORIZED USE OF GRANT FUNDS

5.1 Use. In consideration of the various obligations undertaken by Grantee pursuant to this Agreement, Grant funds shall be used exclusively for the Project in accordance with the Scope of Work described in Exhibit A of this Agreement and for the amount set forth in Exhibit B, as such Exhibits may be amended from time to time. The Grantee may shift funds between the tasks, provided that no task increases more than 10% from the original approved budget. All other budget changes shall be approved by the Itron Grant Manager.

5.2 Travel. If set forth in Exhibit B, reimbursement for necessary travel and per diem shall be at the rates specified by the California Department of Personnel Administration for similar employees (http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx) or the University of California for university faculty or employees (http://www.ucop.edu/ucophome/policies/bfb/g28summary.pdf). These reimbursement rates are maximums, **not allowances.** Grantees may claim only their **actual expenses** and **must submit receipts** substantiating the amount claimed when invoicing.

5.3 Equipment. All equipment that Grantee intends to purchase under this Agreement with Grant funds must be included in the Application budget and approved in Exhibit B. Major

Non-negotiable

equipment purchases will be considered allowable as direct costs, only if the equipment is necessary for completing the primary objectives of the Grant and renting or leasing the equipment at a lower cost is not an option. All equipment purchased with CSI RD&D Grant funds, with a unit cost of $5,000 or more will be subject to the following terms and conditions:[3]

(a) Title to all non-expendable equipment purchased with Grant funds shall remain with the CPUC; and
(b) Grantee shall assume all responsibility for maintenance, repair, destruction and damage to equipment while in the possession of or subject to the control of the Grantee (costs for maintenance and insurance may be applied against the Grant).

Upon termination of the Grant Agreement, Itron, on behalf of the CPUC, may exercise any one or more of the following options for the equipment:

(a) request that the equipment be returned to the CPUC or transferred to another state-owned or approved institution;
(b) allow the Grantee to retain ownership of the equipment if there is evidence that the equipment will be used for continued energy related research and the CPUC continues to receive data from the project for a negotiated term; and
(c) allow the Grantee to purchase the equipment if there is no evidence that the equipment will continue to be used for energy related research. The purchase price of the equipment will be determined by the CPUC in light of the value of the research to the State of California.

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6. DISBURSEMENT OF GRANT

6.1 Payment. Payment shall be made to the Grantee after receipt of a complete, accurate invoice and progress report ("***Payment Request***"). The format for the progress report that is to accompany each invoice can be found in Exhibit C. All Payment Requests must be approved by the Itron Grant Manager, and shall comply with the following requirements before payment is approved and funding is disbursed by PG&E:

- Provide an original copy of an itemized invoice signed by Grantee or designee of the organization or business.
- The invoice shall cover a period no shorter than one month and no greater than three months.
- Invoice(s) should be submitted within 30 days of the end of the invoice period except for the final invoice which may be submitted up to 60 days following termination of the Grant Agreement. The final invoice must be clearly labeled “Final Invoice”.
- Approved travel expenses listed on the invoice will be reimbursed only if a copy of the Grant Travel Expense Record or equivalent travel voucher is attached to the invoice.
- Invoices can only include expenses incurred within the term of the Agreement.

[3] Equipment with a unit cost of less than $5,000 will not be subject to the listed terms and conditions.

- All payments made under the Grant award shall be subject to audit, as described in Section 8.

Failure to submit a timely Payment Request (more than 120 days following the end of the invoice period, including the Final Invoice) will result in non-payment and return of the invoice to the Grantee.

6.2 Retainage. The Grantee agrees that 10% of each Payment Request will be retained until completion of the Project. Retained amounts will be promptly disbursed to the Grantee, without interest, upon completion of the Project and receipt and approval of the final report and invoice.

7. REPORTS

7.1 Progress Reports. The Grantee will submit progress reports which summarize the work conducted during the reporting period. Progress reports will be submitted along with invoices and the format for these reports can be found in Exhibit C.

7.1 Final Report. With completion of the Project, the Grantee will submit a final report describing the Grant goals, activities conducted under the Project in pursuit of these goals, and a summary of Grant accomplishments. The final report must include copies of any deliverables, publications or reports produced. The Final Report instructions can be found in Exhibit D. The Final Report will be due no later than 90 days after termination of this Agreement.

8. INSPECTION AND REVIEW OF RECORDS

The CPUC, Itron, PG&E, or each of its duly authorized representatives, respectively, shall have the right to examine and audit pertinent books, documents, papers and records of the Grantee including financial transactions and supporting documents, general accounting systems, internal controls, management practices, and policies and procedures pertaining to the performance of this Agreement. The Grantee will maintain financial records in such a fashion that it can provide substantiation to all expenditures related to the Grant for at least four years after the end date of the Grant.

9. STOP WORK

The Program Manager, with CPUC's authorization and direction, may at any time, by written notice to Grantee, require Grantee to stop all or part of the work set forth in Exhibit A ("***Stop Work Order***"). Stop Work Orders may be issued for any reason, including but not limited to, the Project exceeding budget, performance issues, out of scope work, delays in the Project schedule, and misrepresentations. Upon receipt of a Stop Work Order, the Grantee shall immediately take all necessary steps to comply with the Stop Order and minimize the incurrence of costs allocable to the work stopped. An equitable adjustment may be made by Itron based upon a written request by the Grantee for an equitable adjustment. The Grantee

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shall resume the stopped work only upon receipt of written instructions from the CPUC or the Program Manager, with CPUC's authorization and direction. In the event of a Stop Work Order, the Grantee shall be entitled to payment for acceptable and allowable work performed, and for all obligations not able to be terminated or cancelled made in connection with such work up to the date of termination, provided that in no event shall payment exceed the maximum amount set forth in Exhibit B.

10. TERMINATION

Either the grantee or Itron, as authorized and directed by the CPUC, shall have the option to terminate this Agreement at any time and for any reason upon giving the other party thirty (30) calendar days prior written notice. In the event of termination, the Grantee shall be entitled to payment for acceptable and allowable work performed, and for all uncancellable obligations made in connection with such work up to the date of termination, provided that in no event shall payment exceed the maximum amount set forth in Exhibit B.

11. EQUAL OPPORTUNITY/NON-DISCRIMINATION

Grantee shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000 as amended by the Equal Opportunity Act of March 24, 1972, Public Law No. 92-261) in that it shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, or marital status.

The Grantee shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin in accordance with Title VII of the Civil Rights Act of 1964. The Grantee shall comply with Section 503 of the Rehabilitation Act of 1973, as amended (29 USC 794), pertaining to the prohibition of discrimination against qualified handicapped.

12. RIGHTS OF PARTIES REGARDING DELIVERABLES, DATA, AND INTELLECTUAL PROPERTY

12.1 CPUC Rights in Deliverables. Deliverables and reports specified for delivery to Itron on behalf of the CPUC under this Agreement shall become the property of the CPUC. The CPUC may use, publish, and reproduce the deliverables and reports developed using CSI RD&D funds.

12.2 Rights of Technical, Generated and Deliverable Data.

(a) *Grantee's Rights*. All data produced under this Agreement shall be the property of the Grantee, limited by the license retained by the CPUC in (b) below, and the rights the CPUC has in deliverables specified above in Section 12.1. The Grantee may mask or otherwise protect customer-specific or confidential data from disclosure to Itron, the CPUC or other third-parties.

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(b) *CPUC's Rights*. The Grantee shall provide Itron and any designated reviewer(s) with a copy of all data produced under the Agreement, when requested. The Grantee is not required to copy and submit data that Itron has identified as being unusable to the CPUC and the CSI RD&D program, such as raw data that is too disaggregated or voluminous for practical application. Such data shall be retained at the Grantee's facility for inspection, review and possible copying by Itron or the CPUC for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated. Upon request by the CPUC or Itron, the Grantee shall provide any designated reviewer(s) access to review data produced in the course of this Agreement that is not requested to be delivered to the CPUC or Itron. For all data produced under this Agreement, the CPUC and the Program Manager retain a no-cost, non-exclusive, non-transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, and produce and to authorize others to produce, translate, publish and use the data.

12.3 Proprietary Data. Proprietary data owned by the Grantee shall remain with the Grantee throughout the term of this Agreement and thereafter. The extent of Itron's access to the same and the testimony available regarding the same shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable or to establish a baseline for repayment purposes. Upon request by Itron or the CPUC, the Grantee shall provide access to review Grantee's proprietary data produced in the course of this Agreement that is not requested to be delivered to Itron or the CPUC. Itron shall not disclose any of the Grantee's proprietary data accessed or reviewed to any third party.

12.4 Preservation of Data. Any data that is reserved to the Grantee by the express terms hereof, and proprietary data and trade secrets that have been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, shall be preserved by the Grantee at the Grantee's own expense for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.

12.5 Destruction of Data. Before the expiration of three (3) years or the stipulated records retention period and before changing the form of or destroying any data (including proprietary data) or trade secrets, the Grantee shall notify Itron and the CPUC of any such contemplated action and the CPUC may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If the CPUC so elects, the expense of further preserving said data shall be paid for by the CPUC. The Grantee agrees that the CPUC may at its own expense, have reasonable access to the data throughout the time during which the data is preserved. The Grantee agrees to use its best efforts to identify competent witnesses to testify in any court of law regarding said data or, at the expense of the CPUC to furnish such competent witnesses.

12.6 Patent Rights. Patent rights for inventions will be the property of the Grantee, subject to the CPUC and Itron retaining a no-cost, nonexclusive, nontransferable, irrevocable, royalty-free, worldwide perpetual license to use or have practiced for or on behalf of the State of

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California the invention(s) for governmental purposes. The Grantee must obtain agreements to effectuate this clause with all persons or entities obtaining ownership interest in the patented invention(s). Previously documented inventions (whether patented or unpatented under the patent laws of the United States of America or any foreign country) are exempt from this sub clause.

12.7 March-In Rights. The Grantee shall forfeit and assign to the CPUC, at the CPUC's request, all rights to an invention if either: 1) the Grantee fails to apply for a patent on the subject inventions(s) developed under this Agreement within six (6) months of conceiving or first actually reducing the technology to practice, or, 2) the Grantee or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the invention. In this event, the Grantee agrees to relinquish all rights, subject to DOE reserved rights, to the subject invention to the CPUC. The CPUC will have the unfettered right to use and/or dispose of the rights in whatever manner it deems most suitable to help transfer the technology into the market place, including but not limited to, seeking patent protection, or licensing the invention.

12.8 CPUC's Rights to Invention. The Grantee and all persons and/or entities obtaining an ownership interest in an invention(s) shall include within the specification of any United States patent application, and any patent issuing thereon covering an invention, the following statement:

> "This invention was made with State of California support under «Project Title». The CPUC has certain rights to this invention."

12.9 CPUC's Interest in Inventions. If the Grantee or any named subcontractor perfects a patent application on any invention, the Grantee shall notify the Itron Grant Manager and the CPUC's Contracts Manager. The CPUC's Contracts Manager will complete and file a Uniform Commercial Code (UCC.1) Financing Statement with the Secretary of State's Office.

12.10 Copyrights. Copyrightable work first produced under this Agreement shall be owned by the Grantee, limited by following license granted to the CPUC and Itron. The Grantee agrees to grant the CPUC and Itron a royalty-free, no-cost, nonexclusive, irrevocable, nontransferable, worldwide, perpetual license to produce, translate, publish, use and dispose of, and to authorize others to produce, translate, publish, use and dispose of all copyrightable work first produced or composed in the performance of this Agreement. The Grantee will apply copyright notices to all documents prepared for this Agreement that will be released to the public including reports, deliverables, articles submitted for publication, and all reprints, using the following form or such other form as may be reasonably specified by the CPUC. In the event software is developed that is not a deliverable under the Agreement, the Grantee shall have the right to copyright and/or patent such software and grants the CPUC and Itron with a royalty-free, no-cost, non-exclusive, irrevocable, non-transferable, worldwide, perpetual license to produce and use the software, its derivatives, and upgrades for governmental purposes.

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12.11 Infringement Indemnity. The Grantee warrants that they will not, in supplying work under this Agreement's scope of work, knowingly infringe or misappropriate any intellectual property right of a third party, and that it will conduct a reasonable investigation of the intellectual property rights of third parties to avoid such infringement. The Grantee will defend and indemnify Itron and the CPUC from and against any claim, lawsuit or other proceeding, loss, cost, liability or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a deliverable infringes any patent, copyright, trade secret or other intellectual property right of any third party, or (ii) any third party claim arising out of the negligent or other tortuous act(s) or omission(s) by the Grantee, its employees, subcontractors or agents, in connection with or related to the deliverables or the Grantee's performance thereof under this Agreement.

This section will be removed **only** for a grantee that is a state entity.

12.12 Confidentiality. Unless special provisions have been made, the Grantee shall not provide to Itron or the CPUC information that has been designated as confidential. However, it is the intent of Itron and the CPUC to use and release Project results such as deliverables and data in a manner calculated to further the CPUC's CSI RD&D Program while protecting proprietary or patentable interests of the Parties. Therefore, if it has been deemed necessary for the Grantee to provide confidential information to Itron, it is agreed that Itron will not disclose information that the Grantee has identified as confidential without the prior written consent of Grantee. Itron and the CPUC shall have no obligation under this Section with respect to information that is: (i) publicly known; (ii) already known to Itron and the CPUC; (iii) lawfully disclosed by a third party; (iv) independently developed; or (v) disclosed pursuant to a legal requirement or order. In the event Itron and the CPUC intend to publish or have disclosed information the Grantee considers confidential, the Grantee's exclusive remedy is a civil court action for injunctive relief.

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13. INDEMNITY

The Grantee shall hold harmless Itron, the CPUC, and PG&E and each of its affiliates, officers, directors, employees, or other representatives from and against any and all liability, loss, expense, attorney fees or claims of injury or damages arising out of the performance of this Agreement.

This section will be removed **only** for a grantee that is a state entity

14. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OR CORRUPTION OF DATA OR LOSS OF REVENUE, SAVINGS OR PROFITS) OR EXEMPLARY DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR LIABILITY ARISING FROM BREACHES OF CONFIDENTIALITY OR FROM INDEMNIFICATION OBLIGATIONS, THE AGGREGATE LIABILITY OF GRANTEE AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE GRANT AMOUNT RECEIVED UNDER THIS AGREEMENT.

EXCEPT FOR LIABILITY ARISING FROM BREACHES OF CONFIDENTIALITY, THE AGGREGATE LIABILITY OF ITRON AND ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES, ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT—WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY OR OTHERWISE—SHALL NOT EXCEED THE AMOUNTS PAID BY PG&E TO ITRON AS PROGRAM MANAGER.

15. DISPUTES

In the event of a dispute between the Grantee and Itron, the Grantee may appeal the action to the CPUC. The Grantee will provide any relevant information, documentation, and/or extenuating circumstances that may support an alternative action. The CPUC shall have the sole authority to resolve the dispute. Any decision rendered shall be final and binding on all Parties.

16. PUBLICATIONS/ACKNOWLEDGEMENT OF SUPPORT/DISCLAIMER

The Grantee is responsible for assuring that an acknowledgement of support from the CPUC's CSI RD&D Program is made for any materials based on or developed under the Grant. Acknowledgement shall also be made orally during any news media interviews, including radio, television or news magazines. The Grantee is also responsible for assuring that every publication of material based on or developed under the Grant, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer:

> "Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the CPUC, Itron, Inc. or the CSI RD&D Program."

17. MISCELLANEOUS

17.1 Non Assignment. Grantee may not assign or transfer its interests, rights or obligations under this Agreement by written agreement, merger, consolidation, operation of law or otherwise without the prior written authorization of the Program Manager or the CPUC. Any attempt to otherwise assign this Agreement by Grantee shall be null and void.

17.2 Severability. If any provision in this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way

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be affected or impaired thereby and such provision shall be interpreted so as to best accomplish the intent of the Parties within the limits of applicable law.

17.3 Survival. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated including, but not limited to, provisions relating to intellectual property ownership, payment terms, confidentiality, waiver of consequential damages, and cap on liability.

17.4 Non-Waiver. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by an authorized representative of each Party and declared to be an amendment hereto. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision.

17.5 Applicable Law. This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of California.

17.6 Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be delivered in person, by facsimile, by certified mail (return receipt requested), or by a nationally recognized overnight service with all freight charges prepaid, to the address set forth below. Notices will be deemed to have been given at the time of actual delivery, if in person, or upon receipt (as evidenced by facsimile confirmation, return receipt or overnight delivery verification). Either Party may change its address for notices by written notice to the other Party in accordance with this section.

Itron:
Attn: General Counsel
Itron, Inc.
2111 North Molter Road
Liberty Lake, WA 99019
FAX (509) 891-3331

Grantee:

CPUC:
Attn: Tim Drew
CPUC
505 Van Ness Avenue
San Francisco, CA 94102

17.7 Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all previous agreements pertaining to such subject matter. All prior agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or

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warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. In the event of any inconsistency between the provisions of this Agreement and anything contained in the Application, the provisions of this Agreement will prevail.

17.8 Third Party Beneficiary. The California Public Utilities Commission is hereby made a third party beneficiary under the terms of this Agreement.

17.9 Miscellaneous. Headings used in this Agreement are intended for convenience or reference only and will not control or affect the meaning or construction of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement or any part hereof, may be amended from time to time hereafter only in writing executed by the Parties. Any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement shall not apply to the terms and conditions of this Agreement. This Agreement will bind, and the rights, benefits and advantages will inure to, the Grantee's successors.

[Signature Page Follows]

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AGREED TO AND ACCEPTED:

ITRON, INC.	**GRANTEE**
Signature:_____	Signature:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____

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Exhibit A

Scope of Work

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Exhibit B

Project Budget

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Exhibit C

Progress Report Form

Cover Page:

- Progress Report number
- Project Title
- Reporting Period (start and end dates for reporting period)
- Name of Principal Investigator

Project Status Summary:

- Schedule Status: Based on the approved schedule, indicate if the project is on schedule. If there are delays, what are the reasons and what impact will this have on the project? Discuss what actions you plan to take to ensure the project objectives are met within the term of the grant agreement.
- Budget Status: Based on the approved budget, indicate whether the project is proceeding within the budget. If the project is over budget, indicate by how much, the reasons why and the impact on the project.
- Percent Complete: List all of the tasks in the work statement and provide the cumulative percent complete for each task listed.

Work Progress:

- List the activities that have occurred during the reporting period and describe the work that has been completed.
- Describe any unexpected problems encountered and their impact.
- Include or attach any relevant supporting documents such as diagrams, drawings or photos of prototype devices, test setups, site surveys, and laboratory / workshop settings. Attach test plans, test results, site surveys, subcontractor reports, etc.

Report Submission:

- Submit reports electronically to the Itron Grant Manager.

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Exhibit D

Final Report Form

Final Report Instructions

Purpose

The objective of the final report is to create a public interest solar RD&D knowledge base and to disseminate information to interested stakeholders.

Style Instruction

Font Type: Times Roman or Arial
Font Size: 12 pt.
Margins: 1-inch minimum
Copies: Draft Report – 1 electronic MS Word copy
Final Report – 1 electronic MS Word copy

Final Report Outline
Cover Page
Executive Summary (1-2 pages)
Introduction
Project Objectives /Project Approach
Project Outcomes /Conclusions
Recommendations
References
Appendices

Proprietary/Confidential Information

The report should not contain any proprietary or confidential information and may be authorized unrestricted public distribution.

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