

CCSE CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (hereinafter the "Agreement") is entered into on the commence date shown in Section 1 below, by California Center for Sustainable Energy, a California non-profit 501(c)(3) corporation (hereinafter "CCSE") and [CONSULTANT NAME] (hereinafter "CONSULTANT"). CCSE and CONSULTANT are also each individually referred to herein as "Party" and collectively as "Parties."

RECITALS

A. WHEREAS, CCSE has contracted with CONSULTANT to provide [type of services] (hereinafter the "Services"), the scope of which is detailed in Exhibit A.

B. WHEREAS, CCSE desires to contract with CONSULTANT to perform the Services called for under the Agreement, and CONSULTANT, having read and actively participated in the negotiation process of the Agreement, desires to contract with CCSE to perform the Services; and

C. WHEREAS, CCSE and CONSULTANT desire to formalize their legal relationship regarding performance of the Services and all related necessary work as further set forth in the Agreement.

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

1. **Term.** The term of this Agreement shall commence on _____, and end on _____, unless the Services are completed sooner, the Agreement is terminated sooner or extended by CCSE, or this Agreement is terminated sooner by either of the Parties pursuant to Section 6 below.

2. **Compensation.** CONSULTANT will receive payments from CCSE for the Services rendered under this Agreement for a not-to-exceed amount of \$_____ for all Services performed under this Agreement.

3. **Invoices.** CONSULTANT shall invoice CCSE on a monthly basis [unless the contract is for less than three months, in which case specify dates] for the Services performed under this Agreement. Approved invoices shall be paid within thirty (30) days of CCSE approval. Each invoice shall include the following information:

- 3a. **Status:** Task description, itemization and substantiation of non-labor expenses, [if relevant, consider adding any or all of these items: total cost incurred to date, percentage of Services completed, budget amount remaining].
- 3b. **Labor:** Employee name, employee labor classification, number of hours spent, billing rate.

4. Work Authorization. This Section 4 shall constitute authorization for CONSULTANT to perform the Services specified and referenced in Exhibit A to the Agreement. CONSULTANT agrees to abide by all the terms and conditions contained in this Agreement, and any exhibits and attachments hereto, and the terms and conditions contained in the Agreement and all exhibits and attachments thereto. CONSULTANT shall take all steps necessary and required by the Agreement to begin rendering the Services per the commence date shown in Section 1 above, unless instructed otherwise by CCSE. CONSULTANT shall work in a manner satisfactory to CCSE and consistent with the requirements set forth in the Agreement. CONSULTANT shall keep CCSE informed of any events or anticipated events which will interfere with the timely completion of the Services.

5. Staff. CONSULTANT will obtain CCSE's prior approval before reassigning any full-time staff and, at all times, use its best efforts to ensure the professionalism and continuity of personnel that it uses to perform Services.

6. Termination.

A. CCSE may, at its option, cancel or suspend this Agreement at any time if it becomes dissatisfied with CONSULTANT'S performance. CCSE shall provide CONSULTANT with at least five (5) days written notice of the effective termination date.

B. In addition to any other rights and remedies allowed by law and this Agreement, either Party may terminate this Agreement without cause by giving thirty (30) days prior written notice to the other Party.

C. This Agreement shall be deemed terminated effective upon the date referred to in the notice of termination. In that event, CONSULTANT shall deliver all finished or unfinished documents and other materials, to CCSE at CCSE's option.

D. Upon termination of this Agreement, or at any time CCSE so requests, CONSULTANT shall deliver immediately to CCSE any reports, drawings, materials or other documents prepared for CCSE in the course of rendering the Services, including all Work Product (as defined below) then in progress and all material in CONSULTANT's possession that contains CCSE's Proprietary Information (as defined below) and any copies thereof, whether prepared by CONSULTANT or others under CONSULTANT's control. Following termination, CONSULTANT shall not retain any written or other tangible (including machine-readable) material containing any Proprietary Information, subject to Section 9 B. below.

E. In the event CONSULTANT terminates the Agreement, CONSULTANT shall be solely responsible for any obligations incurred by CONSULTANT for non-cancellable obligations with any third party. In the event CCSE terminates the Agreement, CONSULTANT shall provide written notice to CCSE within five (5) days of receipt of notice of termination, or two (2) days prior to the termination date, whichever occurs first, as to the existence of any non-cancellable obligations incurred by CONSULTANT.

F. Upon termination of this Agreement by either Party, CONSULTANT shall not be entitled to any damages or loss of profits as against CCSE. CONSULTANT's sole right to

compensation for the Services actually performed and the costs and expenses actually incurred to the date of termination shall be limited to its rights as set forth in Section 2 above. CONSULTANT shall have no other rights or remedies as against CCSE. CCSE shall have all rights and remedies available to it in law and equity, including, without limitation, monetary damages, should CONSULTANT breach this Agreement, terminate the Agreement in an unauthorized manner, or otherwise fail to complete the work and Services as called for under the Agreement.

7. Reporting.

A. Audit: During the term of this Agreement, CCSE may audit any costs, payment, settlement, or supporting documentation relating to the Services provided by CONSULTANT. Such audit(s) shall be conducted at reasonable times with at least ten (10) business days' written notice. Except as provided in this section, the cost of an audit shall be borne by CCSE provided, however, that CONSULTANT shall pay the cost of the audit as determined by CCSE if the audit reveals a discrepancy of more than two (2) percent, in favor of CONSULTANT, between the compensation requested by CONSULTANT in accordance with this Agreement and the compensation as determined by the audit

B. Accounting Records: CONSULTANT shall maintain all necessary records and documentation, and shall fully cooperate with any such audit(s). CONSULTANT shall maintain all records within a 10-mile radius of its offices or CONSULTANT agrees to reimburse CCSE for travel expenses to the records site in the event of an audit.

C. Progress Reporting: CONSULTANT shall provide CCSE with written progress reports, as further described in Exhibit A. [Delete this entire paragraph if reporting is not being expected.]

8. Tools, Equipment, Materials and Personnel. CONSULTANT shall, at its sole cost and expense, furnish all facilities, tools, machinery, equipment, materials, personnel and such other items that may be required for performing the Services.

9. Proprietary Information.

A. General: CONSULTANT understands that CONSULTANT's work under the Agreement will involve access to confidential, proprietary and trade secret information and materials of CCSE and/or their respective suppliers, vendors or customers (collectively, "Proprietary Information"). Proprietary Information includes, without limitation, any: (a) information, ideas or materials of a technical or creative nature, such as designs and specifications, computer source and object code, and other materials and concepts relating to CCSE's intellectual property rights; (b) information, ideas or materials of a business nature, such as non-public financial information or information regarding profits, costs, marketing, purchasing, sales, customers, suppliers, contract terms, employees, salaries, development plans, business and financial plans, and forecasts; (c) all personal property, including, without limitation, all books, manuals, records, reports, notes, contracts, lists, blueprints and other documents or materials, or copies thereof, received by CONSULTANT from CCSE in the course

of CONSULTANT's rendering of the Services, including, without limitation, records and any other materials pertaining to the Work Product; and (d) certain terms and conditions of this Agreement.

B. Restrictions on Use and Disclosure: CONSULTANT understands that Proprietary Information is extremely valuable to CCSE and its suppliers, vendors and customers. Accordingly, CONSULTANT agrees during the term of this Agreement and thereafter that CONSULTANT: (a) shall hold all Proprietary Information in confidence and trust for the benefit of CCSE ; (b) shall not copy or use (or allow any of CONSULTANT's officers, directors, representatives, employees, contractors, or agents to copy or use) any Proprietary Information, except as may be necessary to perform the Services; (c) shall use the Proprietary Information only for the benefit of CCSE, as the case may be (and not for the benefit of CONSULTANT or any third party); and (d) shall not disclose or otherwise make available any such Proprietary Information to any third party except as authorized in writing and in advance by CCSE as the case may be. All Proprietary Information is and shall remain the sole property of CCSE. The foregoing restrictions on disclosure shall not apply with respect to any information that CONSULTANT can convincingly demonstrate: (i) was or has become generally known or publicly available through no act or failure to act on the part of CONSULTANT; (ii) is known by CONSULTANT without restrictions on disclosure at the time of receiving such information; (iii) has been rightfully furnished to CONSULTANT by a third party without restrictions on disclosure by the third party and without a breach of such third party's obligations of confidentiality; (iv) is required by law to be disclosed by CONSULTANT, provided, that (unless prohibited by applicable law) CONSULTANT gives CCSE prompt notice of such requirement immediately upon becoming aware of such requirement and discloses the information only to the extent required by law, or (v) is disclosed by CONSULTANT after obtaining written consent from CCSE, as the case may be.

C. Restrictions on References to CCSE: CONSULTANT is prohibited from making any representations, written, oral or electronic, regarding the relationship between CONSULTANT and CCSE without the prior written consent of CCSE. CONSULTANT shall not represent in any way that CCSE endorses or supports CONSULTANT's activities without the prior written consent of CCSE. CONSULTANT shall not make any representations about CCSE or use the name of CCSE or any of their respective employees, agents, officers or directors in documents or material generated by CONSULTANT's employees or agents without the prior written consent of CCSE.

D. Public Release of Results: CONSULTANT agrees not to release any results of the Services performed under the Agreement without prior, written approval by CCSE. CONSULTANT shall provide CCSE with the proposed material sought to be released and a description of the publication for CCSE's prior approval. CONSULTANT further agrees that it will not release or present any material findings not reasonably inferable from the data. Any public release of material shall acknowledge CCSE's sponsorship of the Services.

10. Ownership of Deliverables. Any and all documents, data, reports, drawings, specifications, diskettes and other work product prepared by CONSULTANT solely pursuant to this Agreement, whether complete or incomplete and whether in oral, written or graphic form (collectively, the “Work Product”), shall be the property of CCSE, and CCSE may reproduce them at its sole discretion. CONSULTANT, at its own cost and expense, shall deliver all Work Product to CCSE whenever requested by CCSE. CONSULTANT shall have the right to make duplicate copies of the Work Product for its own file; copies of a work product made for other purposes shall be expressly authorized in writing by CCSE. The Work Product, including any duplicate copies kept by CONSULTANT, shall not be shown to any other public or private person or entity except as expressly authorized in writing by or as required by law. All Work Product shall become the property of CCSE without restriction as to use.

11. Independent Contractors. CONSULTANT and any agent or employee of CONSULTANT shall act in an independent capacity and not as officers or employees of CCSE. CCSE assumes no liability for CONSULTANT’s actions and performance. CONSULTANT shall perform the Services as an independent contractor and shall have complete and exclusive authority and responsibility concerning the means and method of conducting such Services, subject to any restrictions, security, or compliance issues required by the Agreement. It is understood that CCSE will not withhold any amounts for payment of taxes from the compensation of CONSULTANT and shall not be responsible for amounts due on any bonds required by CONSULTANT. CONSULTANT and its agent or employees shall not have the right or entitlement in or to any of the pension, retirement, or other benefit programs now or hereafter available to CCSE’s regular employees, including, but not limited to, disability or unemployment insurance, workers' compensation, medical insurance and sick leave. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal, or municipal laws, or professional organizations shall be the sole responsibility of CONSULTANT. CONSULTANT shall not have authority to act as an agent on behalf of CCSE unless specifically authorized in writing. CONSULTANT will not represent to be or hold itself out as an employee of CCSE.

12. Sub-Consultants. CONSULTANT may not use any sub-consultants to perform the Services in this Agreement.

13. Insurance Requirements.

A. CONSULTANT shall procure at its expense, and keep in effect at all times during the term of this Agreement, the types and amounts of insurance specified below:

- Commercial General Liability must be for a minimum of \$2,000,000.00 each occurrence.
- Automobile Liability insurance coverage must be for a minimum of \$1,000,000.00 CSL.
- Workers Compensation and Employers’ Liability: \$1,000,000.00
- Professional Liability – Errors and Omissions coverage of \$1,000,000.00

The specified insurance shall also include and insure CCSE and their respective board of directors, officers, employees, and agents, and their successors and assigns as additional insureds, against the areas of risk described in the Agreement with respect to CONSULTANT’s

acts or omissions in the performance of this Consulting, in its operations, use, and occupancy of the site(s), or other related functions performed by or on behalf of CONSULTANT in, on, or about the sites(s).

B. Each specified insurance policy (other than Worker's Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom a claim is made or suit is brought except with respect to the limits of the company's liability," and a Contractual Endorsement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under Insured's Agreement with CCSE."

C. All such insurance shall be primary and noncontributing with any other insurance held by CCSE where liability arises out of or results from the acts or omissions of CONSULTANT, its agents, employees, officers, assigns, or any person or entity acting for or on behalf of CONSULTANT. Such policies may provide for reasonable deductibles and/or retentions acceptable to CCSE based upon the nature of CONSULTANT's operations and the type of insurance involved.

D. CCSE shall have no liability for any premiums charged for such coverage(s). The inclusion of CCSE as an additional insured is not intended to, and shall not make them, or any of them, a partner or joint venturer with CONSULTANT in CONSULTANT's operations at sites(s) or in the performance of this Consulting. In the event CONSULTANT fails to furnish CCSE with evidence of insurance and maintain the insurance as required, CCSE upon ten (10) days prior written notice to comply, may (but shall not be required to) procure such insurance at the reasonable cost and expense of CONSULTANT, and CONSULTANT agrees to promptly reimburse CCSE for the cost thereof plus fifteen (15) percent for administrative overhead. Payment shall be made by CONSULTANT to CCSE within fifteen (15) calendar days of invoice date.

E. At least fifteen (15) days prior to the expiration date of the above policies, documentation showing that the insurance coverage has been renewed or extended shall be filed with CCSE. If such coverage is canceled or reduced, CONSULTANT shall, within ten (10) days of such cancellation of coverage, file with CCSE evidence that the required insurance has been reinstated or provided through another insurance company or companies.

F. CONSULTANT shall provide proof of all specified insurance and related requirements to CCSE by production of a certificate of insurance acceptable to CCSE. The certificate of insurance evidencing all specified coverages shall be filed with CCSE prior to CONSULTANT's performing under this Agreement or occupying the sites(s). The documents shall contain the applicable policy number, the inclusive dates of policy coverages, and the insurance carrier's name, address and telephone phone number, and shall provide that written notice of the cancellation of the policy shall be provided by mail to CCSE at least thirty (30) days prior to the effective date thereof. CCSE reserves the right to have submitted to it, upon request, all pertinent information about the agent, broker and carrier providing such insurance.

G. CONSULTANT agrees that the insurance policy limits specified herein may be reviewed by CCSE for adequacy throughout the term of this Consulting, and CCSE may, thereafter, on thirty (30) days prior written notice, require CONSULTANT to adjust the amounts of insurance coverage to whatever reasonable amount CCSE deems to be adequate. At all times, CONSULTANT may meet all required insurance limits through a combination of primary and excess insurance.

H. Submission of insurance from a non-California admitted carrier is subject to the provisions of California Insurance Code Sections 1760 through 1780, and any other regulations and/or directives from the State Department of Insurance or other regulatory board or agency. CONSULTANT agrees, except where exempted, to provide CCSE proof of said insurance by and through a surplus line broker licensed by the State of California at the address specified below:

California Center for Sustainable Energy
Attention: Director of Operations
8690 Balboa Avenue, Suite 100
San Diego, CA 92123

14. Indemnification. In addition to the provisions of Section 13 herein regarding Insurance Requirements, CONSULTANT shall indemnify, hold harmless and defend CCSE and its officers, officials, directors, employees, agents and volunteers from and against all claims, damages, losses, expenses, penalties, fines and costs, including reasonable attorneys' fees and court costs, to the extent arising out of the performance of the work and Services caused by any negligent act or omission or the willful misconduct on the part of CONSULTANT and/or any of CONSULTANT's officers, officials, directors, employees, agents, and volunteers or sub-Consultants, except to the extent caused by the sole negligence or willful misconduct of CCSE.

CCSE shall indemnify, hold harmless and defend CONSULTANT and its officers, officials, directors, employees, agents, volunteers and sub-Consultants from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and court costs, to the extent arising out of the performance of the work and Services caused by any negligent act or omission or the willful misconduct on the part of CCSE and/or any of CCSE's officers, officials, directors, employees, agents, volunteers or consultants, except where caused by the negligence or willful misconduct of CONSULTANT or its officers, officials, directors, employees, agents, volunteers or sub-consultants.

15. Consequential Damages and Limitation of Liability. Anything herein notwithstanding, in no event shall either CONSULTANT or CCSE be liable to the other Party for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either Party has been advised of the possibility of such damages, and each Party's aggregate liability, if any, for any and all claims, losses, damages or expenses arising out of the Services or Agreement, whether based in contract, negligence, strict liability, tort, agency, warranty, trespass, indemnity or any other theory of liability, shall be limited to the applicable insurance policy limit(s) as set forth under Section 13 herein.

16. Conformance with Rules and Regulations. In performing all activities in connection with this Agreement, CONSULTANT shall abide by and conform to any applicable laws of the State of California or the United States government as now exist or may hereafter be adopted or amended.

17. Bankruptcy. In the event CONSULTANT commences a proceeding under Chapter XI of the Federal Bankruptcy Act or is adjudicated bankrupt or insolvent, or a judicial sale is made of CONSULTANT's interest under this Agreement, this Agreement shall at the option of CCSE immediately terminate.

18. Licenses and Permits. CONSULTANT represents and warrants to CCSE that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required for CONSULTANT and its employees, agents and Consultants to practice its profession and perform the Services required herein. CONSULTANT represents and warrants to CCSE that it, at its sole cost and expense, shall keep in effect at all times during the term of this Consulting any licenses, permits, and approvals that are required for CONSULTANT and any of CONSULTANT's employees, agents or Consultants to practice its profession and perform the Services.

19. Non-Discrimination. CONSULTANT agrees at all times to fully comply with all laws prohibiting discrimination against any person or class of persons by reason of gender, color, race, religion, handicap, creed or national origin in performance of this Agreement. If the use provided for in this Agreement allows CONSULTANT to offer accommodations or services to the public, such accommodations or services shall be offered on fair and reasonable terms.

20. Assignment. CONSULTANT shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, hypothecate, encumber or transfer this Agreement or any of the rights, duties, responsibilities or obligations under this Agreement, in whole or in part, without the written consent of CCSE. Any attempted or purported assignment of any right or obligation pursuant to this Agreement, without written consent, shall be void and of no effect. CCSE shall have the right to assign, hypothecate, encumber or transfer this Agreement or any of its rights, duties, responsibilities or responsibilities under this Agreement, in whole or in part, without the consent of CONSULTANT, but CCSE shall provide written notice to CONSULTANT in such event.

21. Worker's Compensation. CONSULTANT is solely responsible for and shall maintain in force throughout the duration of this Agreement worker's compensation insurance coverage for its employees who perform Services under this Agreement, and shall cause any of CONSULTANT's sub-Consultants rendering Services hereunder to do the same as to CONSULTANT's employees.

22. Conflict of Interest. CONSULTANT is not now a party to, and during the term of this Agreement shall not enter into, any contract or agreement that will create a conflict of interest with its duties and ability to perform the Services under this Agreement.

23. Entire Understanding. This Agreement contains the entire agreement of the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties regarding the subject matter of this Agreement. CONSULTANT acknowledges that there is no other written or oral understanding between the Parties. No modification, amendment, or alteration of this Agreement shall be valid unless it is in writing and signed by all Parties.

24. Partial Invalidity. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

25. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth below, or such other address as either Party may specify in writing:

If to CONSULTANT, to:

[CONSULTANT MAILING ADDRESS & CONTACT PERSON]

If to CCSE, to:

California Center for Sustainable Energy
Attn: [REDACTED]
9325 Sky Park Court, Suite 100
San Diego, CA 92123

26. Interpretation.

A. Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision hereof.

B. Fair Meaning. The language of this Consulting shall be construed according to its fair meaning, and not strictly for or against either Party to this Consulting.

C. Two Constructions. It is the intention of the Parties hereto that if any provision in this Consulting is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

D. Governing Law. This Consulting and all of the rights and obligations of the Parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with, governed by and enforced under the laws of the State of California. In any action to enforce the provisions of this Consulting, venue shall lie in the County of San Diego.

F. Gender. The use of any gender herein shall include all genders, and the use of any number shall be construed as the singular or the plural, all as the context may require.

G. Integration Clause. It is understood that no alteration or variation of the terms of this Consulting shall be valid unless made in writing and signed by the Parties hereto, and that no oral understanding or agreement, not incorporated herein in writing, shall be binding on any of the Parties hereto.

H. Other Agreements Not Affected. Except as specifically stated herein, this Consulting and the terms, conditions, provisions and covenants hereof shall not in any way change, amend, modify, alter, enlarge, impair or prejudice any of the rights, privileges, duties or obligations of either of the Parties under or by reason of any other agreement between the Parties or between either Party and a third party.

I. Amendments. The Consulting may be altered, amended, modified, or repealed only by a writing signed by all of the Parties.

J. Time is of the Essence. Time is of the essence of every provision of the Consulting that specifies a time for performance.

K. Additional Documents and Acts. The Parties to the Consulting shall promptly execute and deliver any and all additional documents, instruments, notices, and other assurances, and shall do any and all other acts and things, reasonably necessary in connection with the performance of their respective obligations under the Consulting and to carry out the intent of the Parties.

L. No Agency. No provision of the Consulting shall be construed to constitute a Party as the agent of any other Party.

M. Statutory References. Unless expressly stated herein, any reference to a federal, state, or municipal code, regulation, act, or other statutes or laws of any jurisdiction shall include all amendments, modifications, or replacements of the specific sections and provisions referenced.

N. Interpretation of Consulting. The Parties hereto acknowledge and agree that the Consulting has been negotiated at arm's length and among the Parties equally sophisticated and knowledgeable as to the subject matter of the Consulting. Accordingly, in the event any claim is made relating to any conflict, omission, or ambiguity in the Consulting, no presumption, burden of proof, or persuasion shall be implied by virtue of the fact that the Consulting was drafted by or at the request of a particular Party or its legal counsel.

O. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any of its obligations hereunder which delay or failure to perform is due to fires, storms, floods, earthquakes, acts of God, war, acts of terrorism, insurrection, riots, strikes, lockouts or other labor disputes, failure of transportation, or postal services and governmental action, orders or regulations or other matter reasonably and economically beyond the control of said Party. In

the event that an occurrence described in this section partially impacts the ability of either Party to meet its obligations under the Consulting, the impacted Party agrees to promptly try to remedy such situation.

P. Exhibits. All exhibits attached to the Consulting are incorporated herein, and shall be regarded as if set forth herein.

Q. The Agreement. The Agreement and all exhibits attached thereto are incorporated herein, and shall be regarded as if set forth herein.

R. No Trade Usage or Prior Course of Dealing. The Parties agree that no trade usage, prior course of dealing, or course of performance under the Consulting shall be part of the Consulting or shall be used in the interpretation or construction of the Consulting.

27. Joint and Several Liability. If CONSULTANT, as a party to this Agreement, is a limited liability company, partnership or joint venture, or is comprised of more than one party or entity, the obligation imposed on CONSULTANT under this Agreement shall be joint and several, and each member, general partner, joint venturer, party or entity of CONSULTANT shall be jointly and severally liable for all obligations herein. Furthermore, nothing contained herein shall be deemed or construed as creating a partnership or joint venture between CONSULTANT and CCSE, or cause CCSE to be responsible in any way for the debts or obligations of CONSULTANT or any other party or entity.

28. Waiver. Any waiver by either Party of any breach by the other Party of any one or more of the covenants, conditions, or agreements of this Agreement shall not be binding unless set forth in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or any other covenant, condition or provision of this Agreement, nor shall any failure on the part of either Party to require or exact full and complete compliance by the other Party with any of the covenants, conditions or provisions of this Agreement be construed as changing the terms or preventing the full enforcement of the other provisions.

29. Attorney Fees. If any action is brought by either Party under this Agreement by reason of any claim or cause of action against the other arising out of or in connection with any breach or other nonperformance of the provisions of this Agreement, then any Party that is successful upon any final determination of any such claim or cause of action shall be entitled to reasonable preparation, investigation and attorney fees and court costs, as are fixed by a court of competent jurisdiction.

30. Dispute Resolution. In the event a dispute or controversy arises between the Parties with respect to the interpretation or enforcement of the Agreement, the Parties agree to negotiate in good faith for five (5) business days to resolve such dispute. If at the end of said five (5) day period, the Parties have not resolved the dispute, any Party may submit the dispute to mediation by providing written notice to the other Party demanding mediation. The Parties agree to submit said dispute to mediation before resorting to litigation or arbitration. The Parties shall share equally all costs of the mediation.

31. Right to Contract with Others. The rights granted hereunder by this Agreement are not exclusive, and CCSE and CONSULTANT each reserves the right to enter into other agreements covering the same or similar services as are described in the underlying Agreement.

32. Duplicate Originals. This Agreement may be executed by the Parties in counterparts, each of which shall be considered an original, but such counterparts shall constitute together one and the same document for all legal purposes.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this document effective on the date first set forth above by and through their authorized representatives as set forth below.

[CONSULTANT NAME]

**CALIFORNIA CENTER FOR
SUSTAINABLE ENERGY**

Signature of Authorized Representative:

Signature of Authorized Representative:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

CCSE CONSULTING AGREEMENT

WITH [consultant name]

FOR [type of services (copy from Recital A)]

ATTACH SCOPE OF WORK

USE SEPARATE EXHIBITS (AND REFER TO THOSE EXHIBITS IN THE MAIN CONTRACT) FOR ANY OTHER PERTINENT INFORMATION THAT FURTHER COMMUNICATES EXPECTATIONS.