

Award Agreement

THIS AGREEMENT (“Award Agreement”) is entered this [DAY] of [MONTH], 2024 (“Effective Date”) by and between InnSure Corporation the “Awarder” or “InnSure”) and (the “Awardee”).

I. RECITALS

WHEREAS, the New York State Energy and Redevelopment Authority (NYSERDA) has awarded InnSure funds to co-develop, launch, administer and manage the Insurance Innovation For Climate Technology Solutions Program (the “Program” or the “Insurance Innovation Program”), as described in NYSEDA’s Program Opportunity Notice 5163, in order to drive research and development to facilitate the creation of new insurance products that will enable the increased deployment and adoption of climate technology solutions across New York State by creating a robust business ecosystem; and

WHEREAS, InnSure shall act as the Program Administrator of the Insurance Innovation Program and as such will be responsible for, alongside NYSEDA, and among other activities, convening strategic partners, recruiting, and selecting insurance innovators, providing training and support to selected Program participants, awarding up to \$5,000,000 in NYSEDA funding for grants to selected insurance innovators, and creating an advisory board to guide funding opportunities and assist Program participants with the Program (the “Advisory Board”); and

WHEREAS, the Awardee has applied to participate in the Program and represents that, among other things, Awardee has complied with the Program requirements, including the Program criteria and New York State law and is otherwise eligible to receive the NYSEDA funds; and

WHEREAS, the Awardee has submitted an application (the “Application”) which the Advisory Board has selected as a winner of the Program; and

WHEREAS, InnSure has reviewed and approved the Application and has agreed to make an Award (as defined below) to the Awardee, pursuant to the terms and conditions set forth herein; and

WHEREAS, NYSEDA’s funds made available for use by Awardee under this Award Agreement must be used in accordance with the requirements of this Agreement and requirements imposed by State of New York and Federal statutes and regulations.

NOW, THEREFORE, in consideration of the promises and mutual covenants described herein, the parties mutually agree to the terms described in this Award Agreement.

Contact information:

Awarder:

Name of awarding official:

Title:

Awarder Name:

Address:

City, State, Zip:

Telephone:

Awardee:

Name of primary

contact: Title:

Awardee Name:

Address:

City, State, ZIP:

Telephone:

Email:

II. AWARD

A. Definitions.

- a. "Award" means funds made available to Awardee pursuant to the Program by NYSERDA. Funds may be disbursed to Awardee under an Award solely as a Grant.
- b. "Grant" means Award funds provided to Awardee after incurring a reimbursable expenditure under the Program. Grants paid to Awardees do not have to be repaid.

B. NYSERDA will provide an Award to Awardee pursuant to the terms hereof. Awardee is a business incorporated under the laws of the State of [STATE] and maintains a main office located at [ADDRESS] ("Principal Place of Business"). NYSERDA has agreed to provide an Award to the Awardee not to exceed the amount of [AMOUNT], subject to the terms and conditions set forth in this Agreement.

C. Awards will be made as Grants.

D. The Awardee will be responsible for ensuring the performance of the activities detailed in Exhibit A and incorporated herein ("Statement of Work"). For tasks and deliverables contained in the Statement of Work, they must be conducted in a manner satisfactory to and in compliance with applicable federal and state requirements, laws and regulations. InnSure and Awardee may amend the Statement of Work depending upon the completion of each Task and how such performance changes the metrics for the success of the Project. Such amendments shall be signed by both InnSure and Awardee.

E. InnSure will monitor the performance of the Awardee against goals and performance standards as stated in the Statement of Work. The Awardee must perform (and document to InnSure) the entire Statement of Work, even if the funds provided hereunder do not cover 100% of the costs of performance. Substandard performance as reasonably determined by InnSure, in its sole discretion, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Awardee within a reasonable period of time (as determined by InnSure) after being notified by InnSure, InnSure may: (i) choose not to make a payment to the Awardee for noncompliant and/or unallowable work; (ii) require Awardee to reimburse any payment made by NYSERDA through InnSure to Awardee for noncompliant and/or unallowable work; and/or (iii) take action to suspend or terminate this Agreement or other actions as permitted under applicable law. Nothing in this Agreement shall waive or otherwise limit the actions InnSure or NYSERDA may take or the remedies InnSure or NYSERDA may seek as a result of any noncompliance by Awardee, including but not limited to suspending or debarring

the Awardee from future New York State benefits.

III. AWARDEE'S REPRESENTATIONS, WARRANTIES, COVENANTS AND/OR AGREEMENTS

The Awardee represents, warrants, covenants, and/or agrees that, as of the Effective Date or such other date as set forth below herein:

- A. All information provided is true, correct, and complete in all material respects and accurately represents the financial condition of the applicant, as of the date submitted.
- B. There has been no material adverse change in the financial condition, assets or business prospects of the Awardee or any change in the ownership or management of the Awardee, since the date on which Awardee submitted the Application, except to the extent disclosed to the Awardee, in writing, prior to the date hereof.
- C. The Awardee has good and marketable title to all assets reflected in the Awardee's financial statements and Awardee's assets are not subject to any liens or encumbrances, except as already disclosed.
- D. All licenses, permits, and /or other approvals necessary to operate the Awardee's business are in full force and effect and will continue to be so.
- E. The Awardee will maintain all types and amounts of insurance as are typical and customary in the same or any type of similar business.
- F. The Awardee has the corporate authority to apply for and receive the Award. If required, a resolution, motion or similar action has been duly adopted or passed as an official act of the Awardee's governing body, authorizing Awardee's filing of the Application, and directing and authorizing the person or persons identified as the official representative of the Awardee, to act in connection with the Application or execution of this agreement, as well as the receipt of the Award.
- G. There is no currently pending or, to Awardee's knowledge, threatened litigation, arbitration or other proceeding involving Awardee before any court, commission or other administrative authority.
- H. The Awardee agrees to, and will comply with, all the laws and regulations outlined in Exhibit B, Terms and Conditions.
- I. The Awardee shall provide a right of entry for inspections to InnSure, and InnSure shall have the right of access and to enter in and onto the Awardee's Program Business Premises for the purpose of performing property, environmental and historic preservation review inspections, making assessments, testing (including taking sample materials for any specialized testing) and any inspection-related Program activities.

- J. The Awardee has filed all tax returns and reports required by any government agency (including, but not limited to, any real property tax, income tax, sales tax, and/or corporate franchise tax returns) and has paid or provided for the payment of all taxes and assessments now due and has no knowledge of any claims for taxes which might become a lien on the assets of the Awardee, other than taxes not yet payable.
- K. In connection with the Awardee's Project Business Premises, at all times:
- a. The Awardee is in compliance and will remain in compliance with all applicable federal, state and local environmental laws and regulations;
 - b. Except as disclosed in connection with any environmental investigation of the Awardee's premises undertaken in connection with the Award, the Awardee has no knowledge of any environmental contamination or other environmental hazard at, or affecting, the Awardee's Project Business Premises;
 - c. The Awardee will notify InnSure in writing and within three (3) business days of Awardee becoming aware, of any investigation or enforcement action by any governmental agency, in connection with any actual or suspected environmental contamination, at, adjacent to or emanating from the Awardee's premises.
- L. The Awardee hereby agrees that, if the Project does not proceed within a reasonable timeframe, NYSERDA and InnSure reserve the right to withdraw any funds the Awardee has not obligated under the Award.
- M. The Awardee hereby agrees to use the Award only in accordance with this Agreement and the Statement of Work attached hereto as Exhibit A. Any failure to use the Award funds for the described authorized uses shall be considered a breach of this Agreement. Any disallowed costs will not be reimbursed. Any payment used for disallowed costs will be reimbursed to InnSure and NYSERDA by the Awardee.
- N. At any time, the Awardee shall furnish any documentation reasonably requested by InnSure or NYSERDA to substantiate the eligibility of costs incurred by the Awardee in performance of this Agreement and in accordance with the attached Budget.
- O. The Awardee will furnish proof of payment on incurred costs to InnSure prior to disbursement of the Award funds intended to reimburse such incurred costs. Proof of payment requires the submission of invoices and cancelled checks, credit or cash payment receipts, or any other documentation that InnSure may reasonably request to substantiate asserted costs.

any instrumentality of the State, to publish details of the Awards. Such information may include, without limitation: the name of the Awardee (individual or company); Awardee's Project Business Premises' address; and the Award Amount.

- Q. The Awardee shall notify InnSure in writing, within three (3) business days of receiving notice or becoming aware of the occurrence of any default or Event of Default listed in Section XI of this Agreement, or in the occurrence of any event or any material change in circumstances that would make any Awardee representations untrue or incorrect or otherwise impair Awardee's ability to fulfill Awardee's obligations under this Agreement or under any other Program documents.

IV. APPLICABLE REQUIREMENTS

The Awardee shall comply with all applicable requirements of federal, state, and local laws and regulations, including all applicable requirements of law concerning civil rights, non discrimination in employment and with respect to individuals with disabilities, equal opportunity and affirmative action programs, labor standards and any other requirement of law applicable to the Awardee in connection with this agreement or otherwise.

- A. The Awardee acknowledges that funds provided through this Award Agreement are State of New York funds administered by the New York State Energy and Redevelopment Authority ("NYSERDA") are subject to audit, disallowance and repayment. If NYSERDA finds any Award to be ineligible, unallowable, unreasonable, a duplication of benefits, or non-compensable, no matter the cause, Awardee shall promptly return any and all funds to NYSERDA. This clause shall survive indefinitely the termination of this Award Agreement for any reason by either Party.
- B. The Awardee also agrees to comply with all other applicable Federal, State and local laws, regulations, policies and guidelines, whether existing or to be established, provided the same are applied to activities occurring after the date the policy or guideline was established, governing the funds provided under this Award Agreement. In the event a conflict arises between the provisions of this Award Agreement and any of the foregoing, the Federal, State and local laws, regulations, policies and guidelines shall control and this Award Agreement shall be interpreted in a manner so as to allow for the terms contained herein to remain valid and consistent with such Federal, State and local laws, regulations, policies and guidelines.

V. PROGRAM REPORTING

The Awardee shall submit such reports as required by InnSure to meet its obligations to NYSERDA. InnSure will prescribe the report format, as well as the time and location for

submission of such reports. Required reports include, but are not limited to the following:

- A. Monthly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Exhibit A, and any other matters reasonably requested by NYSERDA.
- B. Closeout reports including a final performance report, inventory of all property acquired or improved by NYSERDA funds, a final financial report, and any other matters reasonably requested by NYSERDA, upon termination or completion of the Award.

VI. FINANCIAL MANAGEMENT

A. General Statement

InnSure shall reimburse the Awardee its allowable costs for the services identified in this Agreement upon presentation of properly executed documentation and supporting documents as provided by and approved by InnSure.

Such Grant shall constitute full and complete payment by InnSure under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Awardee's Statement of Work and Budget/Source and Uses of Funds and approved by InnSure unless any or all such costs are disallowed by the State or NYSERDA.

Notwithstanding anything in this Award Agreement to the contrary, if and when Awardee presents an order for equipment to be purchased pursuant to the Budget/Source and Uses of Funds, InnSure may, at its sole discretion, elect to pay the allowable invoice amount directly to the vendor.

B. Payments

Requests for Grants must be e-mailed to [] at InnSure.

[Payments shall be made upon receiving reimbursed funds from NYSERDA allowing approximately 20 business days for receipt of funds.]

Payments shall be made to: []

Payments may be contingent upon certification that the Awardee has implemented a financial management and accounting system sufficient to track and manage all aspects of the Program.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Exhibit A, herein and in accordance with performance.

contained herein, and the Awardee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by InnSure. Any amendments to the budget must be approved in writing by both InnSure and the Awardee and included as contract amendments.

C. Closeout

Upon termination of this Agreement in whole or in part for any reason including completion of the Project, the following provisions may apply:

- A. If Awardee has met the deliverables stated in Exhibit A, then upon written request by the Awardee, InnSure/NYSERDA shall make or arrange for payments to the Awardee of allowable reimbursable costs not covered by previous payments;
- B. The Awardee shall submit within thirty (30) calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Award Agreement, and in addition, will cooperate in a program audit by InnSure and NYSEDA or its or their designee(s); and
- C. Closeout of funds will not occur unless all requirements are met and all outstanding issues with the Awardee have been resolved to the satisfaction of InnSure and NYSEDA. InnSure and Awardee shall enter into a closeout agreement.
- D. All Program expenses must be paid upon closeout of this Agreement. In no event will program expenses be reimbursed if the budget limit has already been paid out to Awardee. The Awardee's obligation to InnSure and NYSEDA shall not end until all closeout requirements are completed.

VII. DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, and InnSure and NYSEDA

shall have the right to audit the records of the Awardee as they relate to the Agreement and the activities and services described herein.

The Awardee shall also:

- A. Maintain an effective system of internal fiscal control and accountability for all NYSEDA funds and property acquired or improved with NYSEDA funds, and make sure the same are used solely for authorized purposes as described in

- B. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Awardee's accounting records.
- C. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- D. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of InnSure or NYSERDA at any time during normal business hours and as often as necessary.
- E. Inform InnSure whether any funds allocated to the Awardee will not be expended during the term of this Agreement and permit the reassignment of the same by InnSure and NYSERDA to other Awardees.
- F. Repay InnSure or NYSERDA any funds in its possession at the time of the termination of this Agreement that may be due to InnSure or NYSERDA.
- G. Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a monthly basis on forms provided by InnSure and NYSERDA.

VIII. REPAYMENT OF FUNDS

In the event that InnSure or NYSERDA determines that any funds were expended by the Awardee for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, InnSure or NYSERDA may order repayment of the same. The Awardee shall remit the disallowed amount to InnSure/NYSERDA within thirty (30) business days of written notice of the disallowance.

- A. The Awardee agrees that funds determined by InnSure or NYSERDA to be surplus upon completion of the Agreement will be subject to cancellation.
- B. The Awardee agrees that upon expiration of this Agreement, the Awardee shall transfer to NYSERDA any NYSERDA funds on hand at the time of the expiration and any accounts receivable attributable to the use of funds.
- C. InnSure and NYSERDA reserve the right to withhold payments pending timely delivery of Program reports or documents as may be required under this Agreement.

IX. INDEMNIFICATION

InnSure and each of their respective officers, directors, agents, designated representatives, employees and affiliates (collectively the “Indemnified Parties”) from any and all claims, losses, damages or liability (including reasonable attorney’s fees) arising out of, or in any way related to, the Award, or any other act or failure to act under this Agreement, and/or all other documents executed in furtherance of the Award and/or this Agreement.

X. NO OBLIGATION

The exercise by InnSure of, or failure to so exercise any authority it possesses under this Agreement shall, in no manner, affect obligations, covenants or liability of, the Awardee to InnSure or NYSERDA hereunder or under any other Program related document issued or entered into by and between or among InnSure, NYSERDA and Awardee (each a “Grant Document”). In addition, InnSure shall be under no obligation or duty to exercise any of the powers hereby conferred upon it and it shall be without liability for any act or failure to act in connection with the collection of, or the preservation of the assets of the Awardee.

No waiver by InnSure of any default shall operate as a waiver of any other default or the same default on a future occasion. The Awardee hereby waives promptness by InnSure in making any demand upon it, and agrees that no delay by InnSure in exercising any of its rights hereunder shall be deemed to constitute a waiver thereof. The powers and remedies given hereby shall not be exclusive of any other powers or remedies available to InnSure. No course of dealings between InnSure and the Awardee, and no delay on the part of InnSure in exercising any rights with respect to any default shall operate as a waiver of any rights of InnSure.

XI. EVENTS OF DEFAULT

Any one of the following shall constitute a default under this Agreement and, if not cured during the applicable grace period, if any, shall constitute an “Event of Default”:

The Awardee’s breach of any covenant, agreement or obligation set forth in this or any other Grant Document, which is not cured within fifteen (15) business days after the date listed on InnSure’s written demand.

If at any time InnSure becomes aware that any one or more of Awardee’s representations or warranties in this or any other Grant Document or certificate provided in connection with the Grant, including without limitation, Awardee’s Application, is false, fraudulent or materially incomplete.

The Awardee’s failure to comply with any of the rules, regulations, representations warranties, covenants or requests of this Agreement.

The Awardee fails to meet the agreed upon deliverables stated in Exhibit A. The occurrence of any default or “event of default” under any other Grant Document.

XII. SUSPENSION AND TERMINATION

This Agreement may be suspended or terminated in whole or in part as follows:

- A. By fulfillment. The Agreement will be considered to be terminated upon fulfillment of its terms and conditions;
- B. By mutual consent. The Agreement may be terminated or suspended, in whole or in part, at any time, if both parties consent to such termination or suspension. The conditions of the suspension or termination shall be documented in a written amendment to this Agreement;
- C. For cause. InnSure may suspend or terminate this Agreement if the Awardee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
 - a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, guidelines, policies or directives as may become applicable at any time;
 - b. Failure, for any reason except those beyond the Awardee's control, of the Awardee to fulfill in a timely and proper manner its obligations under this Agreement;
 - c. Ineffective or improper use of funds provided under this Agreement;
 - d. Submission by the Awardee to InnSure or NYSERDA of reports that are untimely, incorrect or incomplete in any material respect;
 - e. Notice from InnSure to the Awardee that NYSERDA has terminated the Program or the Program agreement between InnSure and NYSERDA; or
 - f. Any other Event of Default as set forth in Section XI above.
- D. For convenience. This Agreement may also be terminated for convenience by either InnSure or the Awardee, in whole or in part, by setting forth the reasons for such termination, the Effective Date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination InnSure determines that the remaining portion of the Award will not accomplish the purpose for which the award was made, InnSure may terminate the Award in its entirety.
- E. Non-Compliance. Enforcement for noncompliance may include, but is not limited to, the following remedies if Awardee materially fails to comply with any term of this Agreement, whether stated in a federal statute or regulation, an assurance in a State plan or application, a notice of award, or elsewhere:

- a. Temporarily withhold cash payments pending correction of the deficiency

by the Awardee.

- b. Disallow (that is, deny use of funds for) all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the current award for the Awardee's program.
- d. Exercise any other remedies or any other rights that may be legally available to InnSure, including termination of this Agreement.

XIII. REMEDIES

Upon the occurrence and during the continuation of any Event of Default, InnSure shall have the right, to demand the return of all or any portion of the Award made to Awardee, and/or to exercise or pursue any one or more of the rights, privileges and/or remedies available to InnSure under this Agreement, any other Grant Document or at law or in equity.

Any such action or actions taken by InnSure is intended to be cumulative and not exclusive, and may be pursued at such time and in such order as InnSure may determine in its sole discretion, without impairing or otherwise affecting any other rights, privileges and/or remedies whether available under this or any other Grant Document, or permitted at law or in equity.

XIV. SURVIVAL OF REPRESENTATIONS, WARRANTIES, COVENANTS, AND AGREEMENTS

All representations and warranties, covenants and agreements in this Agreement or any certificate or document delivered in connection with this Agreement or pursuant hereto shall survive the making of the Award provided for herein for a period ending on [DATE]. The parties acknowledge that NYSERDA may exercise right pursuant to relevant law which may extend beyond [DATE]. Any partial invalidity of the provisions hereof shall not invalidate the remaining portions hereof.

XV. COSTS INCURRED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT

Costs incurred prior to the Effective Date of this Agreement or after the expiration of this Agreement will not be reimbursed by InnSure, unless approved by InnSure and subject to this Agreement being signed by all parties.

XVI. NOTICES AND DEMANDS

Any notices, requests, consents or demands required by this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested, or by commercial courier.

All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Awarder: InnSure Corporation
One Broadway
Cambridge, MA 02142

Awardee:

XVII. REQUIRED PROVISIONS OF LAW

It is the intention and understanding of the parties hereto that each and every provision of law required to be inserted in this Agreement should be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted and if, through mistake or otherwise, any such provision is not inserted herein, or is not inserted in correct form, then this Agreement shall forthwith, upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party.

XVIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIX. MISCELLANEOUS

This Agreement shall bind and inure to the benefit of the parties, their respective legal representatives, successors and assigns. If any part of this Agreement is found to be void or unenforceable, the remaining provisions shall nevertheless be binding. The headings of this Agreement are inserted only for purpose of convenient reference, and shall not be used in interpreting this Agreement. In construing this Agreement, feminine pronouns shall be substituted for those masculine in form (and vice versa), and plural terms shall be substituted for singular and singular for plural where the context so requires.

This Agreement may be executed in several counterparts, each of which shall be considered a legal original for all purposes. Any counterparts signed by both parties may be introduced into evidence in any action or proceeding without having to produce or account for the

separate counterparts which collectively contain signatures of all parties and which are otherwise identical in all material respects.

One or more parties may transmit his signature on this Agreement via telecopy, facsimile or other form of electronic transmission, and that such signature shall be binding and have the same effect as a manual signature upon the original.

This agreement is to be construed according to the laws of the Commonwealth of Virginia. Venue and jurisdiction over any and all actions or proceedings arising from this agreement or the funds awarded hereunder shall be proper and exclusively exist in the state and federal courts in Norfolk, Virginia.

XX. CORRECTIVE DOCUMENTS

The Awardee shall, within seven (7) business days of a written request by InnSure, execute any document(s) that InnSure, in its sole discretion, determines should have been executed at or before the funding of this Award. Amendments to the provisions of the Agreement are required to be in writing and shall be executed by the authorized representatives of both parties.

XXI. VIOLATIONS OF STATE LAW

The Awardee, including each and every principal of the Awardee, acknowledges and understands that the New York State Law is applicable to this Agreement. The Awardee agrees to comply in all respect with applicable Federal and New York State law, including but not limited to the laws set forth on Exhibit B hereto and made a part hereof.

XXII. ENTIRE AGREEMENT

This Agreement, including all Amendments and Addenda together with the Grant Documents, constitutes the entire agreement between InnSure and Awardee with respect to this Award and supersedes all other prior or contemporaneous communications and proposals, whether electronic, oral, or written between InnSure (or its agents) and the Awardee with respect to this Agreement. In the event of a conflict between this Agreement and any of the Grant Documents, this Agreement shall control.

XXIII. ELECTRONIC SIGNATURE

In the event that InnSure and/ or the Awardee shall execute this Agreement by the use of an electronic signature, such electronic signature shall create a valid and binding obligation by such Parties.

XXIV. THIRD PARTY BENEFICIARY

beneficiary of the representations, warranties, and covenants set forth in this Agreement, and is entitled to enforce the terms hereof against the Awardee as if it were an original party hereto.

[signature page follows]

written.

AWARDER AWARDEE

InnSure Corporation

By: By:

Name: Charlie Sidoti Name:

Title: President and Executive Director Title

TERMS AND CONDITIONS

1. Effective Date and Commencement of Work

This Agreement is effective upon approval by InnSure.

- A. Awardee cannot incur any costs until the effective date of this Agreement, unless prior written approval has been given by InnSure.
- B. An Awardee cannot be reimbursed for any project costs until InnSure has issued written clearance of all general conditions and any special conditions required.

2. Litigation

- A. The Awardee shall notify InnSure immediately of any claim or action undertaken by or against it which affects or may affect this Agreement and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of InnSure.
- B. In the event that any legal or administrative claim or action (“Claim”) is taken, filed, or asserted by or against any party to this Agreement, or any contractor or subcontractor thereof, or with respect to the Project, InnSure may, in its sole and absolute discretion, and in addition to any other rights or remedies it may have hereunder, elect to either suspend or terminate this Agreement, in whole or in part, or to proceed forward under this Agreement. InnSure shall have a period of ninety (90) business days from its receipt of notice of a Claim to notify Awardee in writing of its decision to either suspend, terminate, or proceed forward. In the event InnSure elects to terminate this Agreement, Awardee shall promptly submit its final Funds Request, together with those of its contractors and subcontractors, to InnSure for processing, and upon payment thereof, the parties shall have no further rights or obligations under this Agreement, except for those rights and obligations which are expressly stated as surviving such a termination. The Awardee shall ensure that all contracts or agreements with its contractors or subcontractors shall contain a provision similar to this paragraph.

3. Equal Opportunity Requirements and Responsibilities

The Awardee and its contractors and subrecipients shall comply with all of the following New York State laws and their Federal equivalents, if any:

- A. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Awardee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or

carrierstatus, or maritalstatus. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, the Awardee agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service Agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Awardee agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The Awardee is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

B. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither the Awardee's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, The Awardee and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State

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Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Awardee understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

C. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds \$5,000, the Awardee agrees, as a material condition of the Agreement, that neither the Awardee nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If the Awardee, or any of the aforesaid affiliates of the Awardee, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Awardee shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor

Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

D. SET-OFF RIGHTS. NYSERDA and InnSure shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's and InnSure's option to withhold for the purposes of set-off any moneys due to the Awardee under this Agreement up to any amounts due and owing to InnSure or NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to InnSure or NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

E. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, the Awardee and InnSure acknowledge and agree that all information, in any format, submitted to InnSure or NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, the Awardee should submit information to InnSure and NYSERDA in a non-confidential, non proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format the Awardee considers a proprietary and/or confidential trade secret, the Awardee shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, the Awardee represents that the information has actual or potential specific commercial or competitive value to the competitors of the Awardee. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to InnSure or NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<http://www.dos.ny.gov/about/foil2.html>) and NYSERDA's Regulations, Part 501 <http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx> .

F. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

- As a condition to InnSure and NYSERDA's obligation to pay any invoices submitted by the

Awardee pursuant to this Agreement, the Awardee shall provide to InnSure its Federal employer identification number or Federal social security number, or both such numbers when the Awardee has both such numbers. Where the Awardee does not have such number or numbers, the Awardee must give the reason or reasons why the payee does not have such number or numbers.

• **PRIVACY NOTIFICATION.** The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the Awardee to InnSure or NYSEERDA is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

G. **CONFLICTING TERMS.** In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit B, the terms of this Exhibit B shall control.

H. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

I. **NO ARBITRATION.** Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without InnSure's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

J. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law and Rules ("CPLR"), the Awardee hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Awardee's actual receipt of process or upon InnSure's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Awardee must promptly notify InnSure and NYSEERDA, in writing, of each and every change of address to which service of process can be made. Service by InnSure or NYSEERDA to the last known address shall be sufficient. The Awardee will have thirty (30) calendar days after service hereunder is complete in which to respond.

4863-1324-4075, v. 2

K. **CRIMINAL ACTIVITY.** If subsequent to the effectiveness of this Agreement, InnSure or NYSEERDA comes to know of any allegation previously unknown to it that the Awardee or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Awardee's proposal to InnSure, convicted of a felony, under the laws of the United States or Territory of the United States, then InnSure or NYSEERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, InnSure or NYSEERDA comes to know of the fact, previously unknown to it, that the Awardee or any of its principals is under such indictment or has been so convicted, then InnSure or NYSEERDA may

exercise its right to terminate this Agreement. If the Awardee knowingly withheld information about such an indictment or conviction, InnSure or NYSERDA may declare the Agreement null and void and may seek legal remedies against the Awardee and its principals. The Awardee or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For an Awardee which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

L. PERMITS. It is the responsibility of the Awardee to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

M. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Awardee certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

N. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development Division for Small Business 625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
<http://www.empire.state.ny.us>

No initial award amount will exceed \$1 million. The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total amount is greater than

\$1 million:

(a) The Awardee has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Awardee has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

4863-1324-4075, v. 2

(c) The Awardee agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Awardee agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Awardee acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

O. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

P. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. The Awardee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

Q. PROCUREMENT LOBBYING. To the extent this Agreement is a “procurement contract” as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Awardee certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Awardee in accordance with the terms of the agreement.

R. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Awardees that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services:

a) Before such agreement can take effect, the Awardee must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).

b) Prior to entering into such an agreement, the Awardee is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).

b) Prior to any renewal period (if applicable) under the agreement, the Awardee is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference. InnSure or NYSERDA reserves the right to terminate this Agreement in the event it is found that the certification filed by the Awardee in accordance with Tax Law Section 5-a was false when made.

- S. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law (See <https://ogs.ny.gov/iran-divestment-act-2012>).
- T. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. The Awardee shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART- applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://>
- U. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Awardee acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, regardless of whether the original of said contract is in existence.

4. Insurance

The Awardee shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Awardee and InnSure to be necessary for specific components of the grant activity(ies) described in Exhibit A.

5. Reporting Requirements

4863-1324-4075, v. 2

During the term of this Agreement, the Awardee must work with InnSure’s technical assistance consultants, and other partners in submitting reports by the dates identified, respectively, or as otherwise required, at the discretion of InnSure.

6. Monitoring Requirements

InnSure shall perform a monitoring of project activities and/or fiscal monitoring of the Program in accordance with requirements of 42 U.S.C. 5304(e)(2), as amended and as

modified by Federal Register Notice FR-5936-N-01. The Awardee shall be required to resolve any monitoring findings to InnSure's satisfaction by the deadlines set by InnSure. The Awardee will work with InnSure's technical assistance consultant, to conduct ongoing monitoring compliance of parties who are implementing Program activities. The Awardee shall assist InnSure's technical assistance consultant in complying and maintaining recordkeeping files to facilitate any audit reviews under applicable law for all activities under this agreement.

InnSure shall determine the areas of monitoring, the number of monitoring visits, and their frequency. Monitoring shall address program compliance with contract provisions, including to but not limited to eligible activity, and eligible costs.

7. Inspections of Program Activity

InnSure and NYSERDA reserve the right to inspect any Program activity(ies) performed hereunder to verify that the Program activity(ies) is being and/or has been performed in accordance with the applicable federal, state and/or local requirements and this Agreement.

- A. The Awardee shall inspect any Program activity performed by contractors and subrecipients hereunder to ensure past and current grant activities meet the applicable federal, state and/or local requirements per this Agreement.
- B. Awardee agrees to require that all Program activities found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor and subrecipients, respectively, until it is so corrected.

8. Access to Records

Awardee and its contractors and subrecipients shall at all times during the term hereof provide to InnSure, NYSERDA, the State, or any of their duly authorized representatives, access to any books, documents, papers, and records for the purpose of making audit, examination, excerpts, and transcriptions.

9. Audit/Retention and Inspection of Records

- A. The Awardee must have intact, auditable fiscal and program records at all times.
- B. The Awardee agrees that NYSERDA, InnSure or its or their designee will have the right to review, obtain, and copy all records pertaining to performance of this

4863-1324-4075, v. 2

Agreement. The Awardee agrees to provide N Y S E R D A , InnSure or its or their designees with any relevant information requested. The Awardee shall permit NYSERDA, InnSure or its or their designees access to its premises, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance. The Awardee further agrees to maintain such records for a minimum period of five (5)

years after NYSERDA or InnSure notifies Awardee that the Grant Agreement has been closed. The Awardee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation.

- C. An expenditure that is not authorized under this Agreement or that cannot be adequately documented shall be disallowed. If this determination is made after reimbursement was made to Awardee, then expenditure must be reimbursed to InnSure or its designee by the Awardee. Expenditures for grant activity(ies) not described in Exhibit A shall be deemed authorized if the performance of such Grant activity(ies) is approved in writing by InnSure prior to the commencement of such grant activity(ies).
- D. Absent fraud or mistake on the part of InnSure or NYSERDA, the determination by InnSure or NYSERDA of the allowability of any expenditure shall be final.
- E. Notwithstanding the requirement of A-D above, InnSure will not reimburse the Awardee for any audit cost incurred after the expenditure deadline of this Agreement.
 - 1) The audit shall be performed by a qualified State, local or independent auditor. The agreement/contract for audit shall include a clause which permits access by InnSure to the independent auditor's working papers.
 - 2) If there are audit findings, the Awardee must submit a detailed response to InnSure and NYSERDA for each audit finding. InnSure or NYSERDA will review the response and, if it agrees with the response, the audit process ends, and InnSure or NYSERDA will notify the Awardee in writing. If InnSure or NYSERDA is not in agreement, the Awardee will be contacted in writing and informed what corrective actions must be taken. This action may include the repayment of disallowed costs or other remediation.
 - 3) InnSure shall not approve reimbursement for any expenditures for the audit, prior to receiving an acceptable audit report.
 - 4) If so directed by InnSure upon termination of this Agreement, the Awardee shall cause all records, accounts, documentation and all other materials relevant to the grant activities to be delivered to InnSure as depository.

10. Signs

4863-1324-4075, v. 2

The Awardee shall insure recognition of the role of NYSERDA and InnSure in providing funding, services and efforts through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to role of NYSERDA and InnSure. In addition, the Awardee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement, see Exhibit C – Awardee Recognition.

11. Procurement

The Awardee shall comply with the procurement provisions, administrative requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian tribal governments and 2 CFR 200.318 through 200.326, per InnSure's certification of these procurement standards.

In accordance with federal register notice FR-5936-N-01, a Data Universal Numbering System (DUNS) number must be collected.

12. Obligations of Awardee with Respect to Certain Third-Party Relationships

The Awardee shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Scope of Work with respect to which assistance is being provided under this Agreement to the Awardee. The Awardee shall comply with all lawful requirements of InnSure and NYSERDA necessary to ensure that the Scope of Work, with respect to which assistance is being provided under this Agreement to the Awardee, is carried out in accordance with InnSure's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of under Section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)].

13. Energy Policy and Conservation Act

This Agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

14. Fund Reduction

If, after Awardee is awarded funds and enters into a grant agreement with InnSure, and NYSERDA or InnSure then or subsequently proposes to make a substantial amendment to any of the Program activities, then NYSERDA and InnSure reserve the right to amend the Award and change the budget amounts under this Agreement.

15. Reporting

Awardees shall report amounts shown in project sources and uses forms and all amounts expended on eligible activities under this Agreement. Parties shall provide information as

4863-1324-4075, v. 2

requested by InnSure or NYSERDA for purposes of reporting to federal, state and local entities.

16. Performance Measures and Related Remedies

Performance Measures and Penalties provisions are set forth in Exhibit

A. 17. Disputes

Except as otherwise provided in this Agreement, any dispute arising under or relating to the performance of this Agreement, which is not disposed of, by mutual agreement of the parties shall be decided by a two-tier process. First, the Awardee will present their dispute documentation to Executive Director of InnSure for review and resolution. If the dispute cannot be resolved by the Executive Director, then it will be presented to the InnSure Board of Directors. The decision of the InnSure Board shall be final, conclusive and binding.

18. Federal Register Notice(s)

The parties agree that in addition to complying with all other terms and conditions set forth in the Agreement and the various Exhibits thereto, to the extent additional requirements or conditions are imposed upon the Awardee by InnSure or NYSERDA relating to the Program, the parties will be required to comply with such additional requirements or conditions.

19. Non-Discrimination Language from 41 CFR Part 60-1.4(b)

The Awardee shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapters 60).

20. Program Design/Feasibility

The Awardee will demonstrate that the engineering design for a facility or infrastructure under this Agreement is feasible prior to obligation of funds for construction. This demonstration is satisfied if a registered professional engineer (or other design professional) certifies that the design meets the appropriate code or industry design and construction standards. Awardee will design projects that to the greatest degree possible, use construction methods that are high quality, green construction, energy and water efficient, healthy indoor environments, resilient and mitigating the impact of future

disasters. 21. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of

competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

AWARDER RECOGNITION

Please find below guidelines for recognition of NYSERDA and InnSure in any work done as a result of this Agreement for 24 months following the Agreement date. Note, any public information and all of the items below must be approved by InnSure in advance of publication or posting.

Written documents:

All written publicly available promotional materials related to the project must include the following language, unless otherwise specified in writing by InnSure:

1. “This project is made possible by an Award from a program that is administered by InnSure and funded by NYSERDA.”
2. Written documents should also include InnSure’s and NYSERDA’s logos.

Internet information and e-mail information:

1. Internet information must include all of the items required for written documentation and a link to InnSure’s website.