



## U.S. Department of Energy Challenge Home

# TRAINING PARTNER AGREEMENT

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

Organizations interested in partnering with DOE Challenge Home as a Training Partner should take the following steps:

1. Review the **Partnership Agreement** and **Training Guidelines** documents.
2. **Register** by entering your contact information online. There must be an authorized signature to accept the terms of the agreement. Additional contacts may be added.
  - Select “Training Partner” as organization type. Then select training type from the following: educator, utility, manufacturer, state/local government, or other.
  - IMPORTANT: You must read and agree to the terms and conditions stated in the Training Partner Agreement. Click on the toggle next to “I have read and agree to the terms and conditions stated in the DOE Challenge Home Training Partner Agreement.” This serves as your electronic signature. You may access the Partnership Agreement online at any time by logging into your account.
  - Upload your logo for display in the locator tool and to include in customized brochures.
  - Choose all states in which you conduct business for locator tool searches.
  - Click register. You will receive an email with a login password asking you to confirm your participation.
  - Your registration will be reviewed by DOE Challenge Home staff. Once approved you are entered into the DOE Challenge Home database and are considered a partner. Your contact information will go live on the DOE Challenge Home locator. You may use your password to login anytime to change contact information or remove yourself from the program.

Your account manager will set-up a start-up meeting to welcome you to the program.

# U.S. Department of Energy Challenge Home Terms of the Agreement

## TRAINING PARTNER

### *Introduction*

Through this agreement, the registered organization ("Partner") joins in partnership with the Department of Energy (DOE). Partner recognizes that by accepting this agreement they are expected to support DOE in its efforts to train builders on the benefits of participation in the DOE Challenge Home program and how to build zero net-energy ready homes.

The DOE Challenge Home offers leading builders a timely solution for differentiating their product from existing homes as well as minimum code new homes. The DOE Challenge Home label – the symbol of excellence in home building - makes it easy for consumers to identify homes that are so efficient a small renewable energy system can offset most or all annual energy consumption.

### *Program Definitions and Eligible Organizations*

1. Eligible organizations: Training partners may be any organization other than builders and verifiers that are interested in supporting the effort. Specific relevant organizations include, but are not limited to utilities, building product manufacturers, energy efficiency programs, non-profit energy organizations, and state/local government.
2. Definitions:
  - a. **DOE Challenge Home** is a home that meets all of the criteria found in the [DOE Challenge Home National Program Requirements](#) set forth in Exhibit A. DOE Challenge Homes are verified by a qualified third-party and are at least 40%-50% more energy efficient than a typical new home. This generally corresponds to a [Home Energy Rating System \(HERS\) Index Score](#) in the low to mid-50s, depending on the size of the home and region in which it is built.
  - b. **Zero net-energy ready homes** are so efficient a small renewable energy system can offset most or all annual energy consumption.
  - c. **DOE Challenge Home label** provides a general comparison of DOE Challenge Homes to recent vintage existing homes and Energy Star Homes on relative levels of comfort, indoor environment, durability, advanced technology, construction quality and energy efficiency.
  - d. **DOE Challenge Home certificate** is automatically generated from compliance software. It includes energy savings information as well as a HERS Index Score.

## General terms and commitments made between DOE Challenge Home Program and Training Partners

### ***DOE's Commitments to DOE Challenge Home Training Partners***

1. DOE will work to increase awareness of the DOE Challenge Home Program as the trusted government-backed symbol for zero net-energy ready homes.
2. DOE will provide partners with timely program updates, information, and resources via the DOE web site, webinars, newsletters, e-mail, and presentations.
3. DOE will provide partners with recognition for their participation in the program through vehicles such as the DOE website, awards, and other media.
4. DOE will provide participants with access to the DOE Challenge Home partner logos. The US Department of Energy retains rights to the DOE Challenge Home name, logo and label. Use and reproduction of the logo and graphic without specific authorization and full compliance with *Guidelines for Correctly Using DOE Challenge Home Name and Logo* (Exhibit B) for the DOE Challenge Home are prohibited.
5. DOE will respond swiftly to any requests for information or clarification on program policies.
6. DOE does not provide warrantee and cannot be held liable for construction defects or deficiencies resulting from the proper or improper application of program guidelines.

### ***Training Partner Commitments***

7. Partner shall develop an annual plan (see example in Exhibit D) to provide training and/or promotion in partnership with DOE according to *Training Guidelines* set forth in Exhibit B. The annual plan will be agreed upon by both parties during a training partner start-up call.
8. Partner shall maintain an active partnership within any ongoing 12-month period by meeting the agreed upon training plan. Partners not fulfilling this requirement will be deemed 'inactive' and must promptly cease all use of the DOE Challenge Home name and logo, including removal from marketing materials.
9. The **DOE Challenge Home: Zero Net-Energy Ready Homes** training will provide builders a comprehensive review of zero net-energy ready home construction including the business case, detailed specifications, and opportunities to be recognized as an industry leader. DOE will provide the content for all training as well as the trainer for at least the first class. Partner will provide meeting logistics including recruitment of attendees, venue, and refreshments as well as any additional items laid out in the partner's annual training plan. Upon completion of the training participants will understand how to build and qualify homes to the meet the DOE Challenge Home National Program Requirements.
10. Partner shall provide a web link to the DOE Challenge Home or some other suitable marketing effort

outlined in the annual training plan to increase awareness of the program.

11. Partner shall follow 'Guidelines for using DOE Challenge Home Name and Logo' (Exhibit B) when using DOE Challenge Home name, logo and/or any other associated marketing materials.

### ***General Terms and Conditions***

1. This agreement is voluntary and may be amended by written agreement between the Parties. This Agreement may be terminated by either party upon reasonable written notice to the other Party.
2. Partners will assume good faith as a general principle for resolving conflicts that may arise in relation to their program partnership and will seek to resolve all matters to preserve maximum public confidence in DOE and the DOE Challenge Home program.
3. Partners shall not construe, claim, or imply that participation in the DOE Challenge Home program constitutes federal government approval, acceptance, or endorsement of anything other than partners' participation in the DOE Challenge Home program. Partnership does not constitute DOE endorsement of the partner, its homes, or services.
4. Partners understand that the activities undertaken in connection with the DOE Challenge Home are voluntary and not intended to provide services to DOE. As such, partners may not submit claims for compensation to DOE in regards to activities related to the Agreement.
5. Partners must adhere to the 'Guidelines for using DOE Challenge Home Name and Logo' and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply.
6. Qualification of a home to earn the DOE Challenge Home label shall not be used by partners to guarantee that it is structurally sound or safe, constructed in accordance with applicable laws, regulations or codes, free of mold or mildew, free of volatile organic compounds or allergens, or free of soil gases including radon.
7. Failure to comply with any of the terms of the Partnership Agreement can result in termination of the organization's partnership and its access to program benefits, including use of the DOE Challenge Home logo.
8. DOE will actively pursue misuse of the DOE Challenge Home name and logo. In cases where an organization is found to be in violation of the federal DOE Challenge Home trademark, DOE may pursue its legal remedies.

### ***Dispute Resolution***

1. Partner and DOE will assume good faith as a general principle for resolving conflicts under the DOE Challenge Home program. Both parties will endeavor to resolve all matters informally, so as to preserve maximum public confidence in the DOE Challenge Home.
2. In the event informal channels do not produce a mutually agreeable resolution to a matter in dispute, either party to this agreement shall notify the other in writing as to the nature of the dispute, the specific

corrective action sought, and their intent to terminate the Training Partnership Agreement, either as a whole or in part, unless specific corrective actions sought are undertaken:

- a. within 20 days of receiving formal notification from DOE indicating intent to terminate the Training Partnership Agreement, either as a whole or in part, Partner will reply, agreeing to either (1) undertake in a timely and effective manner the corrective actions sought by DOE, or (2) terminate the Training Partnership Agreement, either as a whole or in part;
- b. within 20 days of receiving formal notification from Partner indicating its intent to terminate the Training Partnership Agreement, either as a whole or in part, DOE will reply, either (1) agreeing to undertake in a timely and effective manner the corrective actions sought by Partner, or (2) explaining why such corrective actions cannot be undertaken;
- c. if Partner fails to respond within 20 days of receiving formal notification of DOE's intent to terminate the Training Partnership Agreement, either as a whole or in part, or if Partner responds but does not agree to undertake corrective actions sought by DOE, or if Partner agrees but does not initiate the corrective actions in a timely manner, then this agreement is terminated, either as a whole or in part.

### ***Entry into Force and Duration of Agreement***

Both parties concur that this agreement and the terms outlined in the supporting documents will be effective when signed electronically by both parties. By completing registration you are electronically signing this agreement, and, as an official representative of your organization, you agree to these terms. By electronically approving your registration, DOE agrees to the terms of this partnership.

*The duration of this agreement is one year from DOE's approval of your registration. The agreement must be maintained with activity and must be renewed annually. Activity is defined as building, designing, selling, training or otherwise contributing to the construction of homes that meet the goals of the DOE Challenge Home.*



## **EXHIBIT A: National Program Requirements**

Download National Program Requirements at:

[http://www1.eere.energy.gov/buildings/residential/ch\\_guidelines.html](http://www1.eere.energy.gov/buildings/residential/ch_guidelines.html)

## EXHIBIT B: Guidelines for Correctly Using the DOE Challenge Home Name and Logo

Launched in 2012, the U.S. Department of Energy's (DOE) Challenge Home™ is a new way to easily identify leading edge builders who construct to DOE's strict guidelines for zero net-energy ready homes. DOE Challenge Homes are so energy efficient - at least 40%-50% more energy efficient than a typical new home - that a small renewable energy system can offset most or all of the annual energy consumption. By building homes with extraordinary levels of energy efficiency, comfort, safety, health and durability, DOE Challenge Home partners are saving Americans energy and money, creating jobs and protecting the environment.

The DOE Challenge Home Program is a partnership between businesses and organizations and the Federal government. As part of this partnership, businesses and organizations that register at [buildings.energy.gov/challenge](https://buildings.energy.gov/challenge) and sign a Partnership Agreement can use the DOE Challenge Home name and logo, marks of the U.S. government, to communicate their new home energy efficiency commitment and resulting accomplishments.

These guidelines outline how to use the DOE Challenge Home marks. In addition, these guidelines provide recommendations for what words to use when writing or talking about the DOE Challenge Home program including how to reference the government as a source of authority. Consistently presenting the meaning and benefits of the DOE Challenge Home maintains and builds its values and immeasurably benefits all.

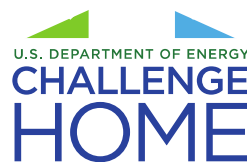
### ***DOE Challenge Home Marks***

The DOE Challenge Home marks, each designed for specific purposes, fall under the following categories:

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Use the **Certification Mark** as a label on homes that meet or exceed DOE Challenge Home performance guidelines. Uses may include:

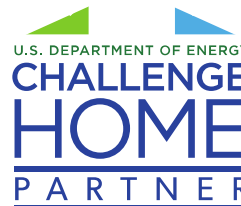
- ✓ On a qualifying home;
- ✓ In product literature for a qualifying home;
- ✓ On the Web to identify a qualifying home;
- ✓ In advertisements where it is used near to or on a qualifying home;
- ✓ On sales room and model home materials.



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Use the **Partnership Mark** to promote an organization's commitment to and partnership in the DOE Challenge Home Program. Common uses of the Partnership Mark to feature the organization's partnership with DOE include:

- ✓ Business Cards;
- ✓ Web sites;
- ✓ Annual reports.



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### ***General Guidelines***

Organizations using these marks must abide by the following general guidelines:

- The DOE Challenge Home name and marks may never be used in any manner that would imply DOE endorsement of a company, its products, or its services. Neither the marks nor the DOE Challenge Home name may be used in any other company name, product name, service name, domain name or Web site title.
- The marks may not be altered, cut apart, separated, or otherwise distorted in perspective or appearance.
- The marks may never be used in a manner that would disparage DOE Challenge Home, DOE, or any other government body.
- The marks may never be associated with homes or buildings that do not qualify as DOE Challenge Home.
- Partners and other authorized organizations are responsible for their own use of the DOE Challenge Home marks, as well as use by their representatives, such as ad agencies and implementation contractors.

### ***DOE Review Policy***

DOE should approve any major educational or promotional campaigns that feature the DOE Challenge Home name or mark prior to final production or printing. The submitted materials will be reviewed for consistency with these guidelines within two (2) business days of receipt of the materials. Materials should be submitted to your primary program contact.

### ***Mark Violations***

DOE will seek to monitor proper use of the DOE Challenge Home name and marks. The following explains the general course of action for addressing mark violations:

- Anyone who misuses the marks will be contacted in writing or by telephone.
- A reasonable amount of time will be given to correct the error(s) per DOE's discretion. The time frame will be dependent upon the medium in which the violation appeared and the severity of the violation.
- Follow-up will be conducted to ensure that the error(s) has been corrected. Failure to make the required changes may result in termination of a stakeholder's participation in DOE Challenge Home and/or legal action.

### ***Incorrect Use of The Certification Mark***

Please:

- Do not use the Certification Mark on non-qualifying homes or buildings.
- Do not alter the Certification Mark by using the DOE Challenge Home symbol without the messaging block containing the name "DOE Challenge Home."

When reproducing the marks please:

1. Do not change the colors of the mark.
2. Do not distort the mark in any way.
3. Do not alter the lock up of the mark.
4. Do not place the mark on a busy image.
5. Do not rotate the mark.
6. Do not separate any of the mark's elements.
7. Do not substitute any part of the mark.
8. Do not use any other typeface to replace part of the mark.
9. Do not violate the clear space of the mark.
10. Do not skew the mark.
11. Do not change the size of the mark lock up.
12. Do not replace the approved wording.
13. Do not apply the DOE Challenge Home marks in an unapproved color.
14. Do not let text run into the mark.

## ***Writing and Talking About the DOE Challenge Home***

To maintain and build the value of DOE Challenge Home, DOE recommends terminology to use when writing and talking about elements of the program.

| <b>CORRECT</b>                                                                                                 | <b>INCORRECT</b>                       |
|----------------------------------------------------------------------------------------------------------------|----------------------------------------|
| DOE CHALLENGE HOME                                                                                             | DCH                                    |
| Certified as a DOE CHALLENGE HOME                                                                              | DOE CHALLENGE HOME compliant           |
| Homes that have earned the DOE CHALLENGE HOME certification                                                    | DOE CHALLENGE HOME rated               |
|                                                                                                                | DOE CHALLENGE HOME product or products |
|                                                                                                                | DOE CHALLENGE HOME equipment           |
| Meeting the DOE CHALLENGE HOME National Requirements                                                           | Endorsed by DOE                        |
| Homes that earn the DOE CHALLENGE HOME meet strict performance guidelines set by the U.S. Department of Energy | DOE-approved                           |
|                                                                                                                | DOE-endorsed                           |
| DOE CHALLENGE HOME guidelines                                                                                  | DOE CHALLENGE HOME standards           |
| DOE CHALLENGE HOME specifications                                                                              |                                        |
| DOE CHALLENGE HOME performance levels                                                                          |                                        |
| DOE CHALLENGE HOME partner                                                                                     | DOE CHALLENGE HOME company             |
| Company X, a DOE CHALLENGE HOME Partner                                                                        | Company X, a company endorsed by DOE   |
| A company participating in the DOE CHALLENGE HOME program                                                      |                                        |

## ***Using the DOE Challenge Home Mark or Name In Domain Names***

Organizations, including partners, may not use the DOE Challenge Home™ trademark as part of an Internet domain name, without authorization from DOE.

The DOE Challenge Home name is a trademark owned by the DOE. Only the DOE is allowed to use, or authorize the use of, the DOE Challenge Home name. The DOE Challenge Home name is not allowed to be used in any other company name, product name, service name, domain name or Web site title.

DOE considers unauthorized use of DOE Challenge Home as part of a domain name, to be an infringement of our trademark rights under the Lanham Act 15 U.S.C. §§ 1051 - 1129 (1999), including the Anti-cybersquatting Protection Act ("ACPA"), 15 U.S.C. § 1125(d)(1)(A). In addition, DOE considers use of DOE Challenge Home as part of a domain name to be a violation of the Uniform Dispute Resolution Policy ("UDRP") that is incorporated into each domain name's registration agreement.

## EXHIBIT C: Training Guidelines

The DOE Challenge Home offers leading builders a timely solution for differentiating their product from existing homes as well as minimum code new homes. The DOE Challenge Home label – the symbol of excellence in home building - makes it easy for consumers to identify homes that are so efficient a small renewable energy system can offset most or all annual energy consumption.

The program builds upon the comprehensive building science requirements of ENERGY STAR® for Homes, along with proven Building America innovations and best practices. Other specifications are incorporated to help builders reach unparalleled levels of comfort, indoor air quality, durability and quality.

DOE Challenge Homes are verified by a qualified third-party and are at least 40%-50% more energy efficient than a typical new home. This generally corresponds to a Home Energy Rating System (HERS) Index Score in the low to mid-50s, depending on the size of the home and region in which it is built.

The **DOE Challenge Home: Zero Net-Energy Ready Homes** training will provide builders a comprehensive review of zero net-energy ready home construction including the business case, detailed specifications, and opportunities to be recognized as an industry leader. We provide the content as well as the trainer for at least the first class. You provide the meeting logistics including recruitment of attendees, venue, and refreshments. This course is eligible for AIA CEUs.

### Benefits of being a Training Partner:

- Align with DOE to deliver the federal government's most rigorous energy efficiency program for residential construction.
- Maximize engagement with leading builders - partners have the opportunity to introduce every training session.
- Promote your affiliation with DOE Challenge Home in all of your marketing and promotional efforts.
- For manufacturers: Help shape the future of housing and anticipate how product development efforts dovetail with net zero-energy ready homes.
- For utilities: Meet goals to manage peak loads.

### Logistics & Costs:

DOE Challenge Home provides all training content, identifies trainers, and certifies training for AIA CEUs. Training Partners arrange training session logistics, recruit from their builder networks, and coordinate with DOE Challenge Home staff to schedule training according to the agreed upon Annual Training Plan. DOE recommends that each Partner hold four trainings per year in agreed upon target markets.

DOE program staff will act as free trainers for a minimum of one training per Partner. For any remaining training, Partners are asked to work with affiliated trainers. Affiliated trainers include approved HERS Raters and other energy professionals.

### **Promoting Training:**

DOE will promote training on the DOE Challenge Home online calendar and through electronic newsletters and updates. Trainers are expected to publicize the event to builders through their marketing networks. Local HERS raters and trainers will also publicize the training to their customers.

### **CEUs and Reporting:**

Partners are responsible to report training participant lists to DOE Challenge Home. These lists will be used to credit builder partners with fulfilling their orientation training requirement. In addition, when appropriate, CEUs will be assigned upon completion of the training. When possible, the partner will report CEU completion to the accrediting organization. Otherwise, DOE Challenge Home staff will be responsible to report to the accrediting organization. In order to collect the information needed to complete these reporting functions, a standardized sign-in sheet will be used to collect information.

## EXHIBIT D: Example Annual Training Plan

### Annual Training Plan

#### ABC Energy

#### Effective February 2013-January 2014

ABC, Inc. will provide a web link from [abcenergy.com](http://abcenergy.com) to [buildings.energy.gov/challenge](http://buildings.energy.gov/challenge) to promote the DOE Challenge Home.

ABC, Inc. will hold 4 trainings this year as follows:

|                        |                                                              |
|------------------------|--------------------------------------------------------------|
| <b>DATE &amp; TIME</b> | February 28, 2013, 8 AM – 11:30 PM                           |
| <b>CO-HOST(S)</b>      | HBA of Little Rock                                           |
| <b>LOCATION</b>        | HBA of Little Rock<br>4321 Home Ave<br>Little Rock, AR 72202 |
| <b>FORMAT</b>          | Live 3.5 hour session with continental breakfast             |
| <b>DOE TRAINER(S)</b>  | Sam Rashkin and Jamie Lyons                                  |
| <b>CEUs</b>            | Yes - AIA                                                    |

|                              |                                                                  |
|------------------------------|------------------------------------------------------------------|
| <b>DATE &amp; TIME</b>       | May 15, 2013, 5 – 9 PM                                           |
| <b>CO-HOST(S)</b>            | None                                                             |
| <b>LOCATION</b>              | ABC Training Center<br>123 Training Way<br>Little Rock, AR 72203 |
| <b>FORMAT</b>                | Live 3.5 hour session with dinner                                |
| <b>AFFILIATED TRAINER(S)</b> | Joe Hers                                                         |
| <b>CEUs</b>                  | No                                                               |

|                              |                                                              |
|------------------------------|--------------------------------------------------------------|
| <b>DATE &amp; TIME</b>       | September TBD                                                |
| <b>CO-HOST(S)</b>            | HBA of Little Rock                                           |
| <b>LOCATION</b>              | HBA of Little Rock<br>4321 Home Ave<br>Little Rock, AR 72202 |
| <b>FORMAT</b>                | Live 3.5 hour session with continental breakfast             |
| <b>AFFILIATED TRAINER(S)</b> | Joe Hers and Sandy Home                                      |
| <b>CEUs</b>                  | No                                                           |

|                              |                                                                  |
|------------------------------|------------------------------------------------------------------|
| <b>DATE &amp; TIME</b>       | TBD                                                              |
| <b>CO-HOST(S)</b>            | None                                                             |
| <b>LOCATION</b>              | ABC Training Center<br>123 Training Way<br>Little Rock, AR 72203 |
| <b>FORMAT</b>                | Live 3.5 hour session with dinner                                |
| <b>AFFILIATED TRAINER(S)</b> | Joe Hers                                                         |
| <b>CEUs</b>                  | TBD                                                              |