RESEARCH AND DATA SHARING AGREEMENT

This RESEARCH AND DATA SHARING AGREEMENT ("Agreement") is effective as of the Xxx day of MONTH, 2019 ("Effective Date") and is entered into by and between the City of Chicago, a municipal corporation and home rule unit of government through its Chief Sustainability Officer ("CSO") and John Doe ("Doe"), for the sharing of data related to the City of Chicago's Energy Benchmarking Program ("Program"). The parties agree as follows:

1. **Background:** The Program offers an opportunity for the City and energy efficiency partners to raise awareness of energy performance through information and transparency, with the goal of unlocking energy and cost savings opportunities for businesses and residents. In the course of administering the Program, the CSO may collect or have access to data records ("Data") related to the Program. This Data, as defined below, is the property of the City of Chicago.

   John Doe will engage in one or more data workstream efforts related to the Program, including data analysis to support public and private reporting on building energy performance. John Doe agrees to perform certain services to develop actionable insights on building energy performance that will help drive energy performance improvement of buildings in Chicago ("Study"). The CSO agrees to share certain Data with John Doe for implementation of the Study, including research and data analysis in connection therewith, so that John Doe can conduct the Study in consideration for which John Doe will assist the City and CSO in implementing its energy efficiency projects under the Program.

2. **Purpose:** This Agreement governs John Doe's handling of Data received pursuant to this Agreement. The CSO will provide the Data identified in Section 4 below, ("Data").

3. **Compensation:** Neither the City nor CSO shall pay John Doe any compensation or reimburse John Doe for any expenses under this Agreement. John Doe agrees to reimburse the CSO or the City for any material costs it incurs as a result of John Doe's participation in the Study.

4. **Data:** Through the CSO, the City or its designee shall provide relevant building energy use information, and data on building operating characteristics that are relevant to the Study.

5. **Duties and Obligations of John Doe:**

   a. Use the Data provided under this Agreement exclusively for the Study.
   b. Store the Data in a secure, password protected location.
   c. Not disclose to any party the Data except as expressly set forth in this Agreement or as required by law.
   d. Keep all Data confidential pursuant to all applicable state, federal and local laws.
   e. Not issue publicity news releases or grant press interviews regarding the Data during or after the conclusion of the research and data analysis, except as required by law or by written consent of the CSO.
   f. Not copy or reproduce in any manner whatsoever the Data, research or analysis without the prior consent of the CSO, except as required to carry out the Study.
   g. Promptly upon the request of the CSO, return all Data or, upon the request of the CSO, destroy all copies of the Data obtained under this Agreement. Unless requested otherwise by the CSO, destroy all Data and any copies thereof at the expiration of the Term of this Agreement.
   h. Not promote or solicit any other offering, service, or product provided by John Doe to the buildings, persons, or accounts identified in the Data.

CONFIDENTIAL

6. **Compliance with Laws:** John Doe is and shall remain in compliance with all applicable federal, and state laws (including but not limited to the Federal Health Insurance Portability and Accountability Act (see 45 CFR parts 160, 162 and 164), the Illinois Identity Protection Act (5ILCS 179/1 et seq.) and county, municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time. These laws include all statutes, ordinances, and regulations applicable to the Program, including the Public Utilities Act ("PUA") (220 ILCS 5/ et seq.), the Illinois Power Agency Act ("IPA Act") (20 ILCS 3855/ et seq.), the Chicago Energy Benchmarking Ordinance (City of Chicago, Municipal Code 18-14) and all regulations promulgated by the Illinois Commerce Commission and the City of Chicago's Department of Business Affairs and Consumer Protection. John Doe shall comply with all restrictions imposed on the City through the Program.

6. **Term:** This Agreement shall commence on the Effective Date and continue through December 31, 20XX unless the Agreement is terminated by the City through the CSO. The parties may extend the term of this agreement by written amendment to this Agreement at any time prior to expiration of this Agreement.

7. **Authority:** Execution of this Agreement by the CSO is authorized by Section 2-4-055(10) of the City of Chicago Municipal Code.

8. **Indemnification:** Each party shall be responsible for the negligent acts or omissions of its officers, directors and employees to the extent allowed by law.

9. **Governing Law:** This Agreement and all subsequent amendments shall be governed by and construed in accordance with the laws of the State of Illinois.

10. **Assignment:** This Agreement may not be assigned, licensed, sublicensed, or otherwise transferred by John Doe.

11. **Severability:** The provisions of this Agreement are severable and the unenforceability of any provision of this Agreement shall not affect the enforceability of any other provisions hereof.

12. **Entire Agreement:** This Agreement, including any referenced documents or exhibits, constitutes the entire agreement of the parties with respect to the matters contained herein. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto.

13. **No Personal Liability:** No officer, member, official, employee or agent of the City and John Doe shall be personally liable in connection with this Agreement.

14. **No Waste Disposal in Public Way**: John Doe warrants and represents that he or she has not violated the following sections of the City of Chicago Municipal Code (collectively, the Waste Sections):
7-28-390 Dumping on public way;
7-28-440 Dumping on real estate without permit;
11-4-1410 Disposal in waters prohibited;
11-4-1420 Ballast tank, bilge tank or other discharge;
11-4-1450 Gas manufacturing residue;
11-4-1500 Treatment and disposal of solid or liquid;
11-4-1530 Compliance with rules and regulations required;
11-4-1550 Operational requirements; and
11-4-1560 Screening requirements.

CONFIDENTIAL

During the period while this agreement is executory, John Doe's violation of the Waste Sections, whether or not relating to the performance of this agreement, constitutes a breach of and an event of default under this agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the City of Chicago's Chief Procurement Officer. Such breach and default entitles the City to all remedies under the agreement, at law or in equity.

This section does not limit John Doe's duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this agreement.
Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this agreement, and may further affect John Doe's eligibility for future contract awards.

15. **Inspector General and Legislative Inspector General**: It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to City of Chicago Municipal Code Ch. 2-56 or 2-55, respectively. John Doe understands and will abide by all provisions of City of Chicago Municipal Code Ch. 2-56 and 2-55.

16. **Shakman Accord:**

A. The City is subject to the May 31,2007 Order entitled "Agreed Settlement Order and Accord" (the "Shakman Accord") and the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

B. John Doe is aware that City policy prohibits City employees from directing any individual to apply for a position with John Doe, either as an employee or as a subcontractor, and from directing John Doe to hire an individual as an employee or as a Subcontractor. Accordingly, John Doe must follow his or her own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by John Doe under this agreement are employees or Subcontractors of John Doe, not employees of the City of Chicago. This agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by John Doe.

C. John Doe will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this agreement, or offer employment to any individual to provide services under this agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

D. In the event of any communication to John Doe by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, John Doe will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the

CONFIDENTIAL

head of the relevant City Department utilizing services provided under this agreement. John Doe will also cooperate with any inquiries by IGO Hiring Oversight or the Shakman Monitor's Office related to the agreement.

17. **Notification:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by overnight carrier; by registered or certified mail, return receipt requested.

Notice to the Chief Sustainability Officer shall be addressed to:

Sandra Henry
Chief Sustainability Officer
City of Chicago
Office of the Mayor
121 North LaSalle Street
Chicago, Illinois 60602

Notice to John Doe shall be addressed to:

John Doe

_____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date above.

By:_____
Sandra Henry
Chief Sustainability Officer
City of Chicago – Office of the Mayor

By:_____

John Doe

CONFIDENTIAL