



ClimateClever Pilot Program Agreement

between

ClimateClever & Schools

The ClimateClever Schools Pilot Program is an initiative developed by ClimateClever in partnership with Curtin University and the CRC for Low Carbon Living to provide schools with information and support to reduce carbon emissions and the cost of utilities, whilst improving the sustainability of school environments and fostering a low carbon school community. It is underpinned by new online software.

This agreement contains the terms of the ClimateClever Schools Pilot Program being entered into between ClimateClever and your school. The online ClimateClever Schools Sign-Up process on the ClimateClever website forms part of this agreement. By accepting the Terms and Conditions box in the Sign-up Form, you acknowledge that you have read, understood and accept the agreement.

1. Objectives of the ClimateClever Schools Pilot Program:

The objectives of the ClimateClever Schools Pilot Program are to:

- 1.1. Assist schools to understand and subsequently reduce carbon emissions and costs from the consumption of energy and water and the production of waste;
- 1.2. Identify ways for schools to embed low carbon initiatives into learning areas within the curriculum;
- 1.3. Create a ClimateClever Schools network between participating schools.

2. Parties to this Agreement

ClimateClever is a social enterprise whose purpose is to achieve social, economic and environmental outcomes in the community by providing services in carbon management and sustainability research. ClimateClever is the primary developer and facilitator of the ClimateClever Schools Pilot Program, which is underpinned by innovative new software.

Eligible schools (also referred to in this agreement as '**program participants**') are early childhood, primary and secondary schools. These schools may be government, Catholic or independent/private in their administration.

Schools entering into this agreement are entering into an agreement between themselves and ClimateClever. Data sharing arrangements will be made explicit and any sharing of identifiable data will need the program participants permission.

Other persons involved in the ClimateClever Schools Pilot Program but are not parties to this agreement are:

(a) Sponsors are government entities and private sector enterprises who provide monetary contributions for program development and implementation, subsidies for participants' fees, and in-kind donations.

(b) Program partners, who may also be sponsors, provide time, staff and resources for the development and facilitation of workshops and school based projects. The ClimateClever Schools Pilot Program may have direct links to State Government programs designed to improve the sustainability of schools, however, ClimateClever remains independent of the government agencies that administer these programs.

3. Duration of the Agreement

The duration of the ClimateClever Schools Pilot Program is 12 months from the date of sign-up during 2018. The pilot period will end on 31st Dec 2018, but your subscription will continue for the full 12 months from date of sign-up. As an annual subscription, a new contract with terms and conditions will be provided and updated on an annual basis.

4. Deliverables

ClimateClever will do the following:

- 4.1. Provide access to ClimateClever software that enables program participants to enter utility bill data into the platform, which provides the ability to create a baseline emissions profiles, track consumption patterns from energy, water and waste and make comparisons with other similar schools (de-identified data);
- 4.2. Provide access to ClimateClever software that enables program participants to enter building audit data (i.e. number of air-conditioners, fridges, computers) to determine the number of energy and water consuming appliances, infrastructure and assets in order to create baseline audit data, track improvements/changes to buildings and make comparisons to other similar schools (de-identified data);
- 4.3. Provide access to ClimateClever software that enables program participants to manage their carbon footprint by providing participants with ideas and tips for low carbon initiatives, as well as the ability to manage implementation online;
- 4.4. Facilitate four Meet-Ups with other similar schools (either in person or online), once a term to discuss challenges, track progress and share experiences and achievements;
- 4.5. Provide access to an online communication platform for program participants to discuss issues, ask questions, share resources and achievements and promote events;
- 4.6. Investigate innovative opportunities to fund carbon reduction initiatives;

ClimateClever **will not**:

- 4.7. Provide the capital funds for carbon reduction initiatives, such as solar panels or LED lighting;
- 4.8. Partake directly in capital works in schools.

5. Program Obligations

In entering into this agreement, program participants will:

- 5.1. Establish a Low Carbon/Sustainability Committee consisting of at least four people, including:
 - 5.1.1. Registrar/business manager;
 - 5.1.2. A teacher;
 - 5.1.3. A P&C member;
 - 5.1.4. A student representative.
 - 5.1.5. The School Principal and Deputy Principal are also encouraged to be on the Committee.
- 5.2. Appoint and maintain the position of a ClimateClever Schools liaison for communications between the school and ClimateClever;
- 5.3. Undertake an annual carbon audit using the ClimateClever Program software;
- 5.4. Undertake an annual building audit using the ClimateClever Program software;
- 5.5. Provide at least monthly updates on the online carbon management platform;
- 5.6. Be represented by at least one person from the committee and actively participate at each quarterly Meet-Up;
- 5.7. Obtain and provide relevant school data and records to ClimateClever, which may be shared with program partners for the purpose of undertaking carbon/energy analysis;
- 5.8. Complete a survey at the commencement and conclusion of the program to determine past and current sustainability and low carbon initiatives in place at the school and participate in an evaluation of the program at the conclusion of the program;
- 5.9. Provide fully approved photographs or other media to ClimateClever for promotion of the ClimateClever Schools Program, where possible.

6. Media Permissions

ClimateClever will seek to acquire, produce, share and publish photos and videos of participating schools in relation to carbon reduction initiatives to celebrate successes and achievements. It is the highest priority of ClimateClever to respect and protect the privacy and safety of students and, as such, ClimateClever will endeavour to abide by the media and privacy policies of participating schools. It is assumed that photos and multi-media provided and uploaded through the ClimateClever online platform (i.e. within the Completion Reports in the Action module) already have consent of the subjects or consent from subject's guardian has already been obtained if required and images have already been vetted to comply with the school's media and privacy policies.

Images and multi-media will be used by ClimateClever, its sponsors and partners, in promotional material, media releases and program updates, both in print and online, unless otherwise specifically

stated by the supplier of the images or multi-media. Permissions from individual schools will be sought prior to the publication of any details that make it possible to identify a school, and/or students.

By signing up, program participants give ClimateClever permission to name their school on ClimateClever's website and in social media as a participant in the program, unless otherwise specified by the school.

7. Payment

Schools must pay the participation fee in full prior to the commencement of the program. Schools will not be eligible for a refund for early withdrawal from the program, or in the case that ClimateClever chooses to terminate a school's participation in the program in accordance with a breach of the conditions expressed in Section 8.

8. Termination of the Agreement

ClimateClever reserves the right to terminate this agreement in the event that a school:

- 8.1. Fails to provide a representative from their Sustainability Committee at more than one Quarterly Meet-Up per year;
- 8.2. Fails to make any reasonable attempt at creating and implementing any carbon reduction initiatives;
- 8.3. Fails to pay the participation fee as set out in Section 7.

9. Confidentiality and data

The parties acknowledge that the ClimateClever Schools Pilot Program may entail the exchange of commercially confidential information, including financial data and information about business models, operations and prospects, costs and income as well as other sensitive information such as student records. Accordingly, ClimateClever will:

- 9.1. Seek full permission from schools to use of any identifiable sensitive school information for program reporting, promotion and research purposes;
- 9.2. De-identify and aggregate data and information that is used to make comparisons with other schools and displayed through the App or for promotional material;
- 9.3. De-identify and aggregate data and information that will be used to monitor and report on the progress of the program in published articles, media and blogs, unless otherwise agreed to by the school;

- 9.4. De-identify and aggregate data for use in correspondence with businesses or government agencies on schools' behalf, unless otherwise agreed upon by the school;
- 9.5. De-identify and aggregate data for use in academic research. If further data is required (i.e. interviews or additional surveys), researchers will seek permission directly with your school. This research will also be subject to the ethics clearance requirements of the lead university. Schools will be required to separately provide consent directly to the researcher in regards to research ethics clearance;
- 9.6. Refrain from disclosing any sensitive business information to any person or firm, other than to their respective employees having a need to know;
- 9.7. Refrain from using any information, directly or indirectly, for its own benefit or the benefit of any affiliate without prior expressed permission from the school.

For purposes of this undertaking, the data and information mentioned above shall not include that which:

- a. Is in the public domain at the time of disclosure;
- b. Becomes part of the public domain after disclosure to a party through no fault, act or failure to act, error or breach of this undertaking by ClimateClever;
- c. Is discovered by parties independent of any involvement in the program;
- d. Is required by order, statute or regulation of any government authority to be disclosed to any court or other body, provided that the party shall notify the other party thereof to provide or afford it the opportunity to obtain a protective order or other relief;
- e. Or is obtained from a third party who has acquired a legal right to disclose the specific information.

10. Indemnification

ClimateClever will make all reasonable attempts to provide program participants with accurate advice that will reduce carbon emission outputs and utility costs. It is, however, the responsibility of program participants to implement this advice with caution and due diligence. Given the nature of this program, ClimateClever:

- 10.1. Provides no guarantee to the results that individual schools may achieve in terms of carbon emission and cost reductions;
- 10.2. Will not be liable or held responsible for any negative consequences of low carbon initiatives implemented by the school, resulting in either damage to infrastructure or in bodily harm;
- 10.3. Reserves the right to make changes to the content of the pilot program without notice, though ClimateClever will endeavour to make reasonable efforts to ensure no adverse effects to program participants.

In addition:

- 10.4. Each party shall indemnify and hold harmless the other party and its participants and other affiliates in relation to any claims or issues that may arise from direct participation in this ClimateClever Schools Pilot Program;
- 10.5. Each party shall act as an independent contractor, with sole responsibility for its own operations, personnel and operating expenses, and nothing contained in this agreement shall be construed to create a partnership or joint venture between parties;
- 10.6. When acting on advice from ClimateClever, it is the responsibility of schools to ensure they act within the policy and regulatory frameworks of State and Federal Governments and other governing bodies to which they are accountable.
- 10.7. ClimateClever cannot predict nor control changes in government funding allocations that may or may not occur as a result of changes in school operating budgets as a result of implementing carbon reduction initiatives.