



3040 Continental Drive
Butte, Montana 59702
Phone (406) 721-9908
Fax (406) 721-9908
www.ncat.org

NCAT “Otherwise Authorized” Federal Tax Credit Certifier Agreement

I, _____, hereafter called the “Certifier,” and my employer, _____, agree to function as a Federal Energy Efficiency Tax Credit Certifier in Montana under the RESNET Home Energy Rater Providership of the National Center for Appropriate Technology, hereafter called “NCAT.”

The National Center for Appropriate Technology (NCAT) is a non-profit [501(c) (3)] corporation accredited by RESNET and the Mortgage Industry National Home Energy Rating System as a HERS Provider and HERS Rater Training Provider.

Background and Purpose

The purpose of the NCAT Program is to promote improved energy efficiency. The RESNET program provides a nationally recognized uniform method of auditing, assessing, and rating energy efficiency for a residential building. In order to participate in the NCAT Federal Energy Efficiency Tax Credit Certifier Program, the Certifier must enter into this agreement with the NCAT and meet or exceed the criteria established by NCAT and RESNET.

Agreement Objectives

The objectives of this Agreement are to: (i) ensure that Certifiers and their employers are aware of their roles and responsibilities; (ii) ensure that homes rated under the program comply with RESNET technical specifications and Internal Revenue Regulations. In signing this agreement, the Certifier and his or her employer represent that they understand the program requirements, NCAT’s expectations of Certifiers, and the roles of the Certifier and NCAT as set forth below and as further explained during Northwest ENERGY STAR training provided by or authorized by NCAT and attended by Certifier:

NCAT agrees to:

1. Operate the Federal Energy Efficiency Tax Credit Certifier Program in accordance with RESNET Specifications, as existing and as modified in the future, and in accordance with the Federal Energy Efficiency Tax Credit regulations;
2. Provide technical assistance pertaining to the Federal Energy Efficiency Tax Credit Certifier Program issues as requested by the Certifier;

3. Perform quality assurance per RESNET specifications to help ensure Rater's work with builders consistently results in homes being built in compliance with the RESNET specifications;
4. Enforce Certifier certification revocation according to RESNET Policies and Procedures as well as Certifier responsibilities as delineated in this agreement.


Certifier agrees to:

1. Conduct rating activities in accordance with NCAT and RESNET policies, procedures, and technical specifications.
2. Perform at least three certifications per in each calendar year.
3. Certify homes in accordance with US IRS requirements for the federal tax credit for new residences.
4. Retain a record of certified projects such that NCAT may conduct a thorough quality assurance review of rater performance.
5. Submit electronic or paper forms and information related to ratings conducted as specified by NCAT both in terms of format and timing.
6. Hold in confidence all information related to the certifications with the exception of the certified house owner and contractor, as well as any individual(s) delegated by NCAT in writing. All confidentiality obligations identified in the agreement or RESNET policies and procedures shall survive any expiration or termination of this agreement.
7. Shall delegate no work associated with the certification to any other person or company without written permission from NCAT.
8. Perform certifications using only the software designated by NCAT.
9. Keep informed as to RESNET policies, procedures, and specifications including modifications that may occur after this agreement is signed.
10. Facilitate NCAT or its contractor's access to the houses Certified in order to conduct quality assurance reviews. Certifier shall assist with the scheduling and actively participate in the process as requested by NCAT.
11. Satisfy the Certifier re-testing and continuing education requirements as defined in the RESNET Policies and Procedures.
12. Accept and abide by the criteria and penalties for non-compliance discovery during quality assurance reviews, including additional quality assurance oversight, and, at NCAT's discretion, removal from approved rater list for what NCAT deems repeated or non-compliance.
13. Sign agreement with builders and other rating clients for certifier services with indemnification clause that holds NCAT harmless for losses and claims arising from the work of the rater.
14. Assure quality, promote ethical conduct, centralize certifier collection and financially support the rating system.
15. Adhere to the RESNET Rater Code of Ethics.

Effective Date

This agreement shall be in effect from the date of signing through thirty-six months or until terminated as provided by this agreement.

Fees and Charges

Certifier agrees to pay a processing charge per home to NCAT for homes submitted for certification.  Certifier understands these fees will be used by NCAT to fund its rating certification and Energy Star labeling efforts, including: program quality assurance testing, technical assistance, specification maintenance, and training. NCAT will establish an initial processing charge and notify the Certifier if the charge is modified.

Certifier agrees to pay an annual participation fee in order to participate in the NCAT HERS Rater/Tax Credit Certifier Program. The fee will be established by NCAT.

Relationship

The Certifier's relationship to NCAT is that of an independent contractor rendering specifically delegated professional services. The Certifier will have no authority to make commitments to others on the behalf of NCAT. Nothing contained herein shall be deemed to create a relationship of employer and employee between the Certifier and NCAT.

Insurance

Rater shall maintain General Liability Insurance with a minimum coverage of \$100,000.00.

In order to perform tax credit ratings RESNET requires that the rating/certification firm/individual to carry professional liability insurance in the amount of least \$500,000 in professional liability. The person who is authorized to bind the company must sign and submit to RESNET the following:

"Under the penalties of perjury, I declare that _____ carries a minimum of \$500,000 in professional liability. I also acknowledge that if a rater inaccurately presents facts in support of the certification of the tax credit it could result up to and including RESNET removing its accreditation as a tax credit certifier."

This declaration must be signed and sent to RESNET prior to the certification of any homes for the tax credit.

Certifier shall submit certificates of insurance annually.

Indemnification

The Certifier agrees to defend, indemnify and hold harmless NCAT from any and all liabilities, claims, injuries, damages, or other liability arising in tort or breach of contract and resulting from any intentional or negligent acts or failures to act of Certifier's principals, officers, agents or employees relating to this agreement and arising in favor

of any person or entity.

LABOR RELATIONS

The Certifier shall comply with all applicable federal, state and local statutes, regulations, and ordinances, concerning the employment of employees, working conditions, and payment of wages and benefits.

LAWS AND REGULATIONS

Certifier shall comply fully with all applicable Workers' Compensation requirements, and all other applicable federal, state and local laws, regulations and ordinances.

Certifier shall strictly comply with all applicable environmental laws and regulations.

Certifier shall be responsible for payment of all taxes, assessments, and contributions, whether local, state or federal in nature, in connection with the performance of the Services, including without limitation, all sales and use tax with respect to labor and materials used to provide the services, and all social security, Medicare and Medicaid, unemployment insurance, and worker's compensation, and other payroll taxes required to be paid with respect to employees, representatives and direct and indirect agents of Subcontractor. Subcontractor shall hold NCAT harmless from any and all liability on account of any such taxes or assessments.

The Certifier shall comply with the Americans with Disabilities Act and all Non-Discrimination, Affirmative Action and Utilization of Minority and Small Business Enterprises statutes, regulations and ordinances.

DOT Drug and Alcohol Regulations: To the extent applicable to the Certifier, Certifier shall comply with the Drug-Free Workplace Act of 1988 as administered by the U.S. Department of Transportation (DOT) (49 CFR part 29). NCAT shall have the right to request proof of such compliance.

SAFETY

NCAT considers the safety and welfare of all persons, and the preservation of property, paramount in the conduct of business. Certifier shall take all necessary precautions in performing the work hereunder to prevent injury to persons or damage to property.

The Certifier shall comply with the Occupational Safety and Health Act of 1970, as amended, the Montana Safety Culture Act of 1993, as amended, and all applicable laws, ordinances, rules and regulations bearing on the safety of persons or property of their protection from damage, injury or loss.

Changes

No changes to or waivers of provisions of this agreement will be valid until they have been reduced to writing, approved and signed by both parties.

Termination

This agreement may be terminated by mutual consent of the parties, or by any party for any reason whatsoever by written notice of termination. The notice of termination should be delivered or mailed to all parties to this agreement and will be effective three days from mailing or if delivered, upon receipt.

Contact Information

The contact person and address for all communications regarding this Agreement shall be:

NCAT: Name – Dale Horton
Email Address – daleh@ncat.org
Address – P. O. Box 3838; Butte, MT. 59702
Telephone Number – 406-494-8653
Fax Number – 406-494-2905

Certifier:

Name _____

Email Address _____

Home Address _____

Office Telephone Number _____

Cell Phone Number _____

Certifier Company:

Company Name _____

Address _____

Office Telephone Number _____

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement shall not be modified in any respect, except in writing executed by both parties.

CERTIFIER:

Print Certifier Name

Company Name

Certifier Signature

Company Authorized Representative *Signature*

Date

Date

Certifier Title

Company Authorized Representative Title

NATIONAL CENTER FOR APPROPRIATE TECHNOLOGY (NCAT):

Name (print)

Title

Signature

Date