
GENERAL GUIDELINES FOR SUBCONTRACTED WORK



Efficiency
Valuation
Organization

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1. **PREAMBLE.** Given that:

- EVO is a non-profit organization whose products and services help people to engineer and invest in energy efficiency projects worldwide.
- EVO's vision is to create a world that has confidence in energy efficiency as a reliable and sustainable energy resource.
- EVO's mission is to ensure that the savings and impact of energy efficiency and sustainability projects are accurately measured and verified.
- EVO activities are mostly dependent on the work of a global community of volunteers.
- EVO has limited financial and human capacities to develop and implement initiatives that can meet both its vision and mission.

2. **DEFINITIONS:** The following definitions shall apply in these guidelines:

- "AFFILIATE" means any Board members, Strategic Advisory Board members, members of EVO's committees and sub-committees, and training partner volunteers.
- "THIRD PARTY" means any individual, corporation, organization or consortium, including those currently working with EVO as volunteers or those with no specific affiliation with EVO, that work collaboratively with EVO to achieve its mission through the development of a project or product.
- "PROPOSING ENTITY" means an Affiliate or Third Party that submits a Project Proposal to EVO.
- "FUNDER" means any entity that provides funding for a project submitted to and managed by EVO pursuant to these guidelines.
- "REVIEW COMMITTEE" means an independent ad-hoc EVO committee (minimum 3) nominated by the Executive Director and approved by EVO's Board for the purpose of reviewing and/or approving project proposals as defined in these guidelines.

3. **WORK-FOR-PAY CONTRACTS OR SUBCONTRACTS**

3.1 **Subcontracting Principles.** After a project is accepted, to fulfill its responsibilities for a project, EVO may, from time to time, need to contract or subcontract work to a THIRD PARTY or an AFFILIATE. The following principles will be followed by EVO for such contract or subcontract work:

- 3.1.1 For contracts or subcontracts up to and including \$25,000, the Executive Director of EVO or, in the absence of the Executive Director, the Chairman of the Board of EVO, may negotiate and approve the contract or subcontract.
- 3.1.2 For contracts or subcontracts from \$25,000, up to and including \$100,000, the Executive Director of EVO, or in the absence Executive Director, the Chairman of the Board of EVO, shall submit the proposed contract or subcontract terms and deliverables to the Executive Committee, which shall approve, disapprove or provide modifications.
- 3.1.3 For contracts or subcontracts above \$100,000, the Executive Director of EVO, or in the absence of Executive Director, the Chairman of the Board of EVO, shall submit the proposed contract or subcontract terms and deliverables to the Board of Directors, which shall approve, disapprove or provide modifications.

- 3.1.4 If there is more than one contract or subcontract with the same contractor or subcontractor that exceeds in total \$25,000 during any 12-month period, the procedures described in paragraphs 3.1.2 and 3.1.3 above shall be used.
- 3.1.5 Unless otherwise specified or required by a project FUNDER, an invitation for at least three (3) bidders will be issued for all assignments with a value above \$25,000 and up to \$100,000; a full open competitive bid will be issued for all contracts with a value above \$100,000.
- 3.1.6 For any and all contracts or subcontracts with an AFFILIATE, the procedures laid out in the EVO Conflict of Interest Policy shall be followed and the following shall apply:
 - 3.1.6.1 The terms shall be presented to the Board of Directors for approval, disapproval, or modification.
 - 3.1.6.2 If the AFFILIATE is a member of the Board of Directors, they shall recuse themselves from voting on the contract's or subcontract's approval, and, shall not participate in any related discussions.
- 3.2 Contracting or Subcontracting Management Procedures. For all contracts or subcontracts, EVO will adhere to the following procedures:
 - 3.2.1 An agreement will be executed between EVO and the contractor or subcontractor.
 - 3.2.2 For contracts up to and including \$100,000, the Executive Director, or in the absence of Executive Director, the Chairman of the Board of EVO shall be responsible for the review and approval of project deliverables.
 - 3.2.3 For contracts above \$100,000, if the project deliverables in the contract or subcontract are materially different than those approved by the respective parties in the above paragraphs 3.1.2 and 3.1.3, they will be submitted to a designated REVIEW COMMITTEE for review and approval or rejection, or recommended revisions.
- 4. OWNERSHIP**
 - 4.1 Unless otherwise agreed to in writing with a PROPOSING ENTITY and/or a FUNDER, all documents, tools, and other deliverables developed in the course of a project under these guidelines will accrue to and be owned by EVO.
 - 4.2 Unless otherwise agreed to in writing with a PROPOSING ENTITY and/or a FUNDER, all intellectual property that arises in the course of a project shall vest in, or be licensed to, EVO. In such case, the PROPOSING ENTITY or the FUNDER will grant to EVO an exclusive, irrevocable, world-wide, free and royalty-free licence in perpetuity to use, modify, and make publicly available such reports and documents.
- 5. CONFLICT OF INTEREST.** Conflicts of interest are managed under the EVO Conflict of Interest Policy as approved by the Board of Directors on May 23, 2013.
- 6. LIABILITY.** EVO shall be held harmless by all PROPOSING ENTITIES, FUNDERS, Contractors and subcontractors, and shall assume no risk, or liabilities with respect to the delivery of services.

7. COMMUNICATION

- 7.1 These guidelines will be published in the “public area” section of EVO’s website.
- 7.2 Reference to the PROPOSING ENTITY and/or FUNDER or sub-contractors in the final project documentation released to the general public will be discussed/negotiated and adapted on a case by case basis.
- 7.3 Communication activities will be conducted with the consent of EVO, which will not be unreasonably withheld.

8. OTHER

- 8.1 These guidelines may be modified and amended from time to time by the Board of Directors of EVO.¹

¹ These guidelines were approved by the Board of Directors of EVO on October 28, 2018.