



Contract Number
23-451

SAP Number

County Administrative Office

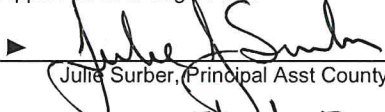
Department Contract Representative	<u>Shannon Bailey</u>
Telephone Number	<u>(909) 387-3102</u>
Contractor	<u>University of California, Riverside</u>
Contractor Representative	<u>On File</u>
Telephone Number	
Contract Term	<u>July 1, 2023 – June 30, 2024</u>
Original Contract Amount	<u>\$5,000</u>
Amendment Amount	
Total Contract Amount	<u>\$5,000</u>
Cost Center	<u>1100001000</u>

Briefly describe the general nature of the contract:


Approve membership form, Membership Agreement, and Intellectual Property Rights and Confidentiality Agreement with the University of California Riverside - Southern California Research Initiative for Solar Energy/Solar Valley Consortium for 2023-24 period of July 1, 2023 through June 30, 2024.

FOR COUNTY USE ONLY


Approved as to Legal Form


 Julie Surber, Principal Asst County Counsel
 Date 5/17/23

Reviewed for Contract Compliance


 Date _____

Reviewed/Approved by Department


 Date _____

SC-RISE/SOLAR VALLEY CONSORTIUM MEMBERSHIP

This membership agreement is between San Bernardino County (Member) and the Southern California Research Initiative for Solar Energy (SC-RISE)/Solar Valley Consortium for 2023-24.

Member agrees to abide by the terms of the Consortium Agreement. The necessary Intellectual Property Rights and Confidentiality Agreement is attached hereto as Exhibit A.

STRUCTURE AND GOVERNANCE

The Solar Valley Consortium consists of an Executive Committee and Leadership Council made up of Consortium members. Governance of the Consortium, as provided by its charter, is accomplished through the Executive Committee in compliance with University regulations.

Although its role is exclusively advisory, the Leadership Council provides the Consortium with valuable guidance and direction from experienced leaders across key disciplines and geographies. Leadership Council membership reflects an annual donation of \$5,000/year to UC Riverside. Benefits of membership are enumerated at Exhibit B. The Leadership Council will meet not less than twice annually.

All funds are payable to UC Regents, and should be sent to:

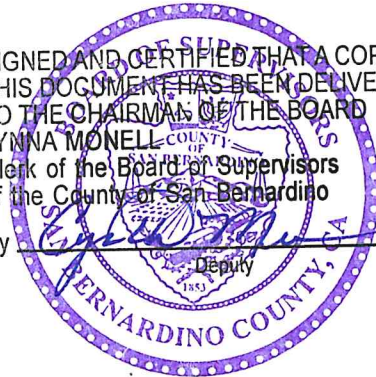
University of California, Riverside
Attn: Berenice Murillo-Quintana
College of Engineering Center for Environmental
Research and Technology (CE-CERT)
1084 Columbia Avenue
Riverside, CA 92507

The membership year will be July 1 through June 30. The expiration date for those members joining before July 1, 2023 will be June 30, 2024.

Electronic Signature

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

It is understood that this Agreement is established in accordance with the laws of the State of California, standing rules of the Board of Regents, University of California, and policies and procedures of UC Riverside.



ATTACHMENT A

INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY AGREEMENT

This Intellectual Property Rights and Confidentiality Agreement ("*Agreement*") is effective this 1 day of July, 2023, between SC-RISE/Solar Valley and its Leadership Council member San Bernardino County ("*Member*").

WITNESSETH THAT:

WHEREAS, Member has been appointed to serve on the Leadership Council (the "Council"), subject to the terms stated herein;

WHEREAS, Member shall have access to and may receive confidential, non-public information of University and third parties, to carry out the duties of the Council; and

WHEREAS, the purpose of this Agreement is to protect and ensure confidentiality of Confidential Information received and to define Subject Intellectual Property rights for any invention, copyright, or other interest in Subject Intellectual Property arising from or developed in connection with carrying out Member's duties and responsibilities as a member of the Council.

NOW, THEREFORE, in consideration of Member's agreement to serve as a member of the Council, the parties hereto agree as follows:

1. Definitions

(a) "*Confidential Information*" means any confidential, non-public information of University or third parties, made available or disclosed by University to Member, which may include, but are not limited to, plans, proposals, data, ideas, concepts, creations, drawings, designs, inventions, discoveries, improvements, processes, notes, memoranda and reports, technology, customers and prospective customer information, markets, sales and marketing plans, financial statements, business plans, and other materials for which copyright or other protection may be sought.

(b) "*Subject Intellectual Property*" means any and all inventions, discoveries, processes, machines, useful or ornamental designs, creations, ideas, or improvements thereof, and any and all materials for which patent, copyright, or other protection may be sought, including, but not limited to, systems, methods, writings, computer software, computer programs, names, marks, logos, artistic works, designs, graphics, trade secrets, and print, audio, graphic, visual, and multimedia works, and all rights in and to any of the foregoing, in each case, that are made by or contributed to by Member during the course and scope of his or her activities as a member of the Council or while utilizing University resources (other than office space, telephones, email, etc.) to which Member is given access in connection with his or her activities as a member of the Council, regardless of whether patentable, subject to registration, or otherwise protected in any jurisdiction.

2. Ownership of Subject Intellectual Property

(a) All Subject Intellectual Property is the property of Solar Valley Consortium through the University of California, Riverside ("University").

(b) Member acknowledges an obligation to assign, and does hereby presently assign, all right, title and interest of Member in all Subject Intellectual Property to University.

(c) Member agrees to promptly execute and deliver to University any assignment or other document or documents that University may reasonably request to evidence or perfect title to the Subject Intellectual Property, as described herein.

(d) University shall have sole discretion to file or not file patent applications and copyright registration applications for any subject matter included in the Subject Intellectual Property, and to seek or not seek any other protection for any items included in the Subject Intellectual Property. University, in its sole discretion, may license, sell or otherwise exploit any or all of the Subject Intellectual Property.

3. Confidentiality

(a) Member agrees:

- (i) Not to use Confidential Information except for the benefit of University;
- (ii) To safeguard Confidential Information against disclosure to others with the same degree of care as Member exercises with his or her own information of a similar nature; and
- (iii) Not to disclose Confidential Information to others (except to other Members, advisors, University personnel, agents, advisors or consultants with which members of the Council interact in connection with the performance of their duties on the Council, who are bound by confidentiality obligations no less restrictive than the confidentiality obligations imposed hereunder) without the express written permission of University, except that Member shall not be prevented from using or disclosing any Confidential Information which:
 - (1) Member can demonstrate by written records was previously known to him or her before such Confidential Information was received from University;
 - (2) Is now, or becomes in the future, public knowledge other than through acts or omissions of Member;
 - (3) Is lawfully obtained by Member from sources independent of University; or
 - (4) Is required to be disclosed pursuant to any applicable law, court order or subpoena.

- (b) It is further agreed that the furnishing of Confidential Information to Member shall not constitute any grant or license to Member or an offer of any type to negotiate such a license under any legal rights now or hereinafter held by University and that University may offer or grant options or licenses to third parties with respect to any Confidential Information.

4. Termination

(a) This Agreement will terminate on the Member's last date of service as a member of the Council.

(b) This Agreement may also be terminated at any time by mutual written agreement of University and Member.

5. Miscellaneous

(a) Integration. This Agreement constitutes the entire understanding and agreement between University and Member concerning ownership of intellectual property and confidentiality as they relate to Member's service on the Council, and supersedes all prior and contemporaneous representations, understandings and Agreements between the parties with respect to the subject matter hereof, all of which are merged herein.

(b) Amendments. This Agreement may be modified or amended only by written agreement signed by both parties.

(c) Governing Law. This Agreement shall be governed by the laws of the State of California, excluding conflicts of laws principles.

(d) Waiver. No waiver of any provision of this Agreement or any rights or obligations of any party hereunder shall be effective, except pursuant to a written instrument signed by the party or parties waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

(e) Severability. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

(f) Survival. Section 2 shall survive the termination of this Agreement. Section 3 of this Agreement shall survive termination of this Agreement for a period of three (3) years thereafter.

Remainder of page intentionally left blank.

Electronic Signature

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date above specified.

MEMBER

San Bernardino County
Printed Name of Organization

By: 

Chair, Board of Supervisors
Title

MAY 23 2023
Date

SC-RISE/SOLAR VALLEY CONSORTIUM via the University of California Riverside

Ronald O. Loveridge
Printed Name

By: 

UCR Solar Valley Consortium
Title

5/16/23
Date

Attachment B

Solar Valley Consortium Membership Benefits

- Leadership Council (1 representative): (3 meetings/year)
~ One council meeting will be Solar Valley Consortium's annual meeting.
- Solar Energy Conference sponsorship (\$500). Acknowledgment on all Consortium materials
- Complimentary attendance at all Solar Valley Consortium events
- Annual State of Solar Energy Report for the Inland Southern California region – advance copy to Solar Valley Consortium Members
- Member publications: An electronic newsletter, including the following:
 - ~ Regional and statewide solar news
 - ~ Research track (summary of academic/industry solar energy research)
 - ~ Status report on California legislation and executive agency actions
 - ~ Federal legislation and/or executive agency actions, as indicated
 - ~ Calendar of conferences and major meetings in the solar energy field
- Workshops/Seminars/Webinars/Briefings: Distinguished speakers on solar energy topics
- Solar Valley Consortium Website
- 1:1 Collaboration with solar energy experts: faculty and researchers

**UCR SC-RISE/Solar Valley Consortium
Membership Form and Agreement**

Member Organization: San Bernardino County

Leadership Council Designee: Paul Cook

Designee Title: First District Supervisor

Address: 385 North Arrowhead Avenue

City: San Bernardino **State:** CA **ZIP:** 92415

Telephone (office): 909-387-4830 **Mobile:** _____

Email: paul.cook@bos.sbcounty.gov

Website (optional): _____

Please check as appropriate:

☐ Solar Industry ☐ Other Business/Profession ☒ Government Agency

☐ K-14 Education ☐ Higher Education ☐ Non-Profit Organization

Please make check payable to:

**UC Regents, reference UCR Solar Valley Consortium Membership on check,
and mail with copy of this invoice to:**

University of California, Riverside

Attn: Bernice Murillo-Quintana

College of Engineering Center for Environmental

Research and Technology (CE-CERT)

1084 Columbia Avenue

Riverside, CA 92507