College of Engineering –
Center for Environmental
Research and Technology

CE-CERT
University of California, Riverside
1084 Columbia Ave
Riverside, CA 92507
Tel: (951) 827-8509

Reference: RPU2023

Date: July 28, 2023

Customer Information

Name: City of Riverside
Public Utilities
Department
3901 Orange St.
Riverside, CA 92501

Attention: Todd Corbin, General Manager

Re: 2023/25 Solar Valley Consortium Membership
Invoice (two years)

Qty	Description	Unit Price	TOTAL
1	Solar Valley Consortium Membership	$10,000	$10,000

TOTAL $10,000

Make check payable to: **UC Regents**
- **Reference UCR Solar Valley Consortium Membership on check**
- **Mail with check a copy of this invoice**

SEND 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

SC-RISE/SOLAR VALLEY CONSORTIUM MEMBERSHIP

This membership agreement ("Consortium Agreement") is between City of Riverside, a California charter city and municipal corporation (Member) and the Southern California Research Initiative for Solar Energy (SC-RISE)/Solar Valley Consortium for 2023-25.

Member agrees to abide by the terms of the Consortium Agreement. The necessary executed 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 Attachment B. The Leadership Council will meet not less than three times annually.

All funds are received by the UC Regents and disbursed to the SC-RISE account. The membership year will be July 1 through June 30.

It is understood that this Consortium 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.

Any notice, demand or request required or permitted to be given under this Consortium Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or email address as set forth in the signature page below, as may be subsequently modified by written notice:

[SIGNATURE PAGE FOLLOWS]

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

Dated: 7 28 23.

SC-RISE/SOLAR VALLEY CONSORTIUM

By: Alfredo Martinez-Morales

Name: _____

Title: Solar Valley Consortium Co-chair

Address:
Southern California Research Initiative for Solar Energy
College of Engineering Center for Environmental Research and Technology
University of California, Riverside
1084 Columbia Ave.
Riverside, CA 92507
Email for Notice: fschwartz@engr.ucr.edu

MEMBER ORGANIZATION

City of Riverside, a California charter city and municipal corporation

By: _____

Name: _____ (Member designee)

Title: _____

Address:

Email for Notice:

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
ASSISTANT CHIEF FINANCIAL OFFICER

Approved as to Form:

By: _____
Ruthann M. Salera
Deputy City Attorney

ATTACHMENT A

INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY AGREEMENT

This Intellectual Property Rights and Confidentiality Agreement ("*Agreement*") is effective this 28th day of July 2023, between SC-RISE/Solar Valley and its Leadership Council member City of Riverside, a California charter city and municipal corporation ("*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 for the University during the course and within the scope of his or her activities as a member of the Council and 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 the Member's affiliates, and its and their respective directors, officers, employees, managers, advisors, consultants, agents, actual or potential sources of debt or equity financing (and their respective agents, consultants and advisors), 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 prove that such information 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, including but not limited to the California Public Records Act, Government Code section 7920.000 et seq.

(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.

(c) Member may terminate this Agreement at any time and for any or no reason with immediate effect upon giving written notice of such termination to SC-RISE/Solar Valley (unless a certain termination date is indicated by Member on such notice).

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 one (1) year thereafter.

6. Notice

Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or email address as set forth in the signature page below, as may be subsequently modified by written notice.

[SIGNATURE PAGE FOLLOWS]

Attachment B

Solar Valley Consortium Membership Benefits

- Leadership Council (1 representative, 3 meetings/year)
- Solar Energy Conference sponsorship ($1,000 level). Acknowledgment on all Consortium materials
- Complimentary attendance at all Solar Valley Consortium events
- 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
  ~ Social media coverage: various
- Workshops/Seminars/Webinars/Briefings: Distinguished speakers on solar energy topics
- Solar Valley Consortium Website Logo
- 1:1 Collaboration with solar energy experts: faculty and researchers

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

MEMBER

_____
Printed Name of Organization

By: _____

_____
Title

_____

Date

Address:

Email for Notice:

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

Alfredo Martinez-Morales
Printed Name

By: _____

Solar Valley Consortium Co-chair
Title

09/01/2023
Date

Address:
Southern California Research Initiative for Solar Energy
College of Engineering Center for Environmental Research and Technology
University of California, Riverside
1084 Columbia Ave.
Riverside, CA 92507
Email for Notice: fschwartz@engr.ucr.edu

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: _____
ASSISTANT CHIEF FINANCIAL OFFICER

Approved as to Form:

By: _____
Ruthann M. Salera
Deputy City Attorney