

ATTACHMENT D

School Participation Agreement

The U.S. Department of Energy (DOE), NREL, AIA, and BP Solar are sponsoring a competition entitled Solar Decathlon, a university competition to design, build, and operate solar-powered houses. The Solar Decathlon will be held in 2005 in Washington, D.C. ("Event"). The "Event" includes the SCHOOL designing, building, and testing a solar building and participating in preliminary activities such as building performance modeling, design, construction, instrumentation, data collection and the acquisition and operation of an electric car prior to the "Event." Up to eighteen (18) collegiate teams will participate in the approximate three-week long Solar Decathlon in Washington D.C. To compete for entry into the Solar Decathlon, the SCHOOL agrees to prepare a proposal on how the SCHOOL will design, build, test and compete with a solar-powered house and an electric car in the Solar Decathlon. The electric vehicle course will include state and federal highways. Strict adherence to all traffic regulations will be required. Neither DOE nor NREL, AIA, or BP Solar shall be liable to the SCHOOL for any delay in the Solar Decathlon or if the Solar Decathlon is not held.

Rules

The SCHOOL agrees to abide by the rules established for the "Event," a copy of which is available at <http://www.solardecathlon.org>, entitled, Solar Decathlon Rules and Regulations, September 18, 2002. The SCHOOL further agrees to abide by any revised regulations.

Release of Liability

The SCHOOL hereby releases the United States Government, NREL, and any other "Event" sponsor, their respective officers, directors, employees, agents, contractors, subcontractors, and representatives from any and all claims, losses, expenses, and demands, including those resulting from injury or death to any person or damage to any property, arising from the SCHOOL's work on or participation in the "Event" or any activities incidental thereto.

In addition, before the commencement of the Solar Decathlon, the SCHOOL shall secure from each of the SCHOOL's participants, a signed written release that releases the United States Government, NREL, any other "Event" sponsor, and the SCHOOL, their respective officers, directors, employees, agents, contractors, subcontractors, and representatives, from any and all claims, losses, expenses, and demands, including those resulting from injury or death to any person or damage to any property, arising from the participant's work on or participation in the "Event" or any activities incidental thereto. The SCHOOL will retain such signed releases for a period of three (3) years and will make them available to NREL or DOE upon request.

Vehicular and General Liability Insurance

The SCHOOL, at the SCHOOL's expense, shall maintain for the duration of the "Event", vehicular liability insurance with limits of liability for bodily injury of not less than US \$200,000.00 for each person and US \$500,000.00 for each occurrence; and limits of liability for property damage of not less than US \$40,000.00 for each accident and US \$500,000.00 for each occurrence.

The SCHOOL, at the SCHOOL's expense, shall maintain for the duration of the "Event", general liability insurance with limits of liability for bodily injury of not less than US \$500,000.00 for each person and US \$500,000.00 for each occurrence; and limits of liability for property damage of not less than US \$100,000.00.

The SCHOOL, at the SCHOOL's expense, shall maintain for the duration of the "Event", workers' compensation insurance with limits of liability as required by applicable law; and employer's liability insurance for liability for bodily injury of not less than US \$100,000.00 for each person and US \$100,000.00 for each occurrence.

The SCHOOL agrees to furnish NREL or DOE, upon request, evidence satisfactory to NREL or DOE of such vehicular liability, general liability, workers' compensation liability, or employer's liability insurance coverage.

Indemnification

To the extent permitted under applicable state law, the SCHOOL hereby indemnifies and holds harmless the United States Government, NREL, and any other "Event" sponsor, their respective officers, directors, employees, agents, contractors, subcontractors and representatives, from any and all damages, claims, losses, expenses, and demands, including court and counsel fees, for any injury or death of any person or damage to any property, arising out of or in any way connected with the SCHOOL's officers, agents, or employees' work on or participation in the "Event" or any activities incidental thereto.

It shall be the SCHOOL's duty, at the SCHOOL's expense, to comply with all Federal, State and Local laws, ordinances, and regulations, if any, applicable to the work to be done hereunder, and before starting work. To the extent permitted under applicable state law, the SCHOOL shall hold harmless the United States Government, NREL, and any other "Event" sponsor, their respective officers, directors, employees, agents, contractors, subcontractors and representatives, from all damages of any nature whatsoever that the United States Government, NREL, and any other "Event" sponsor, their respective officers, directors, employees, agents, contractors, subcontractors and representatives, may suffer as a result of the SCHOOL's failure to so comply.

The SCHOOL shall assume full responsibility for all officers, agents, or employees of the SCHOOL working on or participating in the "Event" and, subject to applicable state law, shall indemnify and hold harmless the United States Government, NREL, and any other "Event" sponsor, their respective officers, directors, employees, agents, contractors, subcontractors and representatives, from all liability and expenses, including court and counsel fees, on account of negligence or willful acts or omissions of the SCHOOL's officers, agents, or employees arising out of:

- (a) Accidents or injuries to the SCHOOL's officers, agents or employees; or damage to the property of any of them; and
- (b) Accidents or injuries to others or damage to the property of others (including the United States Government, NREL, and any other "Event" sponsor, their respective

officers, directors, employees, agents, contractors, subcontractors and representatives).

If requested, the SCHOOL shall assume, at the SCHOOL's own expense, the defense of suits that may be instituted against the United States Government, NREL, and any other "Event" sponsor, their respective officers, directors, employees, agents, contractors, subcontractors and representatives, on account of the SCHOOL's failure to conform to laws as herein required.

The SCHOOL further agrees that if the United States Government, NREL, and any other "Event" sponsor, their respective officers, directors, employees, agents, contractors, subcontractors and representatives, should legally incur costs whatsoever under the applicable workers' compensation laws by reason of the SCHOOL's officers, agents, or employees' injury or death while working on or participating in the "Event", the SCHOOL will indemnify and hold harmless the United States Government, NREL, and any other "Event" sponsor, their respective officers, directors, employees, agents, contractors, subcontractors and representatives, for such costs which the United States Government, NREL, and any other "Event" sponsor, their respective officers, directors, employees, agents, contractors, subcontractors and representatives, may legally be required to pay the employees or agents of the SCHOOL.

Relationship of the Parties

The SCHOOL, the United States Government, NREL, and any other "Event" sponsor, their respective officers, directors, employees, agents, contractors, subcontractors and representatives, are independent contracting parties, and nothing contained in this Participation Agreement shall be deemed to create a partnership, joint venture, or agency relationship between them, nor does it grant any party any authority to assume or create any obligation on behalf of or in the name of the other.

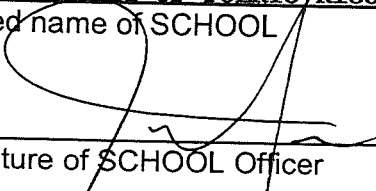
Entire Agreement

This Agreement constitutes the entire agreement between the SCHOOL, the United States Government, NREL, and any other "Event" sponsor relating to the subject matter covered herein and cancels and supersedes all previous agreements between the parties relating to the subject matter contained herein. Any modification to this Agreement must be in writing and signed by the SCHOOL, NREL, and DOE.

FOR THE SCHOOL TO BE CONSIDERED FOR ENTRY IN SOLAR DECATHLON, THE SCHOOL SHALL SIGN A COPY OF THIS AGREEMENT AND RETURN ONE (1) SIGNED COPY OF THIS AGREEMENT WITH THE SCHOOL'S PROPOSAL BY APRIL 30, 2003.

The provisions, terms, and conditions for entering and participating in the Solar Decathlon ("Event") is acknowledged and accepted on this date.

UNIVERSITY OF PUERTO RICO AT MAYAGUEZ
Printed name of SCHOOL


Signature of SCHOOL Officer

29 Feb / 2003
Date

Jorge I. Vélez Arocho, Ph.D.
Printed Name of SCHOOL Officer

Chancellor
Title of SCHOOL Officer

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Return one (1) signed copy with the SCHOOL's Solar Decathlon Proposal