

FORM 1A ACCESS AGREEMENT

NOTE:

- Access agreement to be used for Implementer access where monitoring equipment is not installed.
- As used throughout this document, Implementer and Owner are individually referred to as “Party” and collectively the “Parties”.

INTRODUCTION

This agreement is between Lockheed Martin Aspen Systems Corporation (LMA) and

(Owner).

For the purpose of an Energy Efficiency Audit and/or Technical Analysis Study (Analysis) and to define the “Project”, Owner grants access to location described below as “Facility”.

The Owner agrees to grant Implementer access to that Facility for the purposes of defining this Project.

LMA is receiving funds from PG&E for this project, but parties agree that PG&E is not liable to either party for any loses or damages, including incidental or consequential damages, arising from this Agreement.

The following terms will govern this Project:

LMA AGREES:

1. **Owner Convenience.** To coordinate visits to the Facility with the Owner, so as to minimize any disruptions or inconvenience to the Owner.
2. **Costs.** To bear all of the actual costs associated with performing the Analysis.
4. **Confidentiality.** Not to use the names or identifying characteristics of the Owner or Owner’s Facility for published project reports, advertising, sales promotion or other publicity or public disclosure without the Owner’s written approval.

OWNER AGREES:

7. **Permission.** To permit LMA, its subcontractors or PG&E, to visit and monitor the Facility for purposes of the Analysis and the Project.

- 8. **Access.** To permit LMA reasonable access to and egress from the Facility during normal business hours to carry out the work of this Analysis, and to direct Owner's employees and contractors to cooperate with LMA in the conduct of this Analysis.

- 11. **Confidentiality.** Not to use the names or identifying characteristics of LMA for any advertising, sales promotion or publicity or public disclosure of any kind without prior written approval by LMA.

BOTH PARTIES AGREE:

- 12. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

- 13. **Term of Agreement.** The term of this Agreement shall not exceed _____ month(s) without written agreement of both Parties.

- 14. **Ownership of Information.** Implementer may provide the Owner with information about its findings regarding this Project, but Implementer shall have all ownership rights, including exclusive copyright ownership, in all data, reports, research results, summaries, information, or other written, recorded, photographic or visual materials (hereinafter "Information") produced and collected during the term of this agreement.

- 15. **If Tenant.** If the Facility is under lease, the Owner's tenant who controls the Facility, by executing this agreement, assumes the rights and obligations of the Owner hereunder.

AGREED AND ACCEPTED:

Lockheed Martin Aspen Systems Corp. OWNER (or TENANT if applicable)

Signed: _____	Signed: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
Phone: _____	Phone: _____
Date: _____	Date: _____