



CONNECTICUT CLEAN ENERGY FUND

APPLICATION STANDARD CONDITIONS

If your company elects to submit an application, submission of the application also assumes acceptance of the following conditions.

No Commitment – Reserved Rights

The CCEF's strategic investment application process is not an offer nor shall any subsequent discussion give rise to any commitment on the part of the CCEF or Connecticut Innovations (CI), which administers the CCEF, or confer any rights on any applicant unless and until a binding written agreement is executed by CI (on behalf of the CCEF) and the applicant. CI reserves the right to reject any or all applications, to waive defects or irregularities in any application, to enter into discussions with selected applicants, to discontinue discussions with any applicant at any time and for any reason, to correct inaccurate awards, to change the timing or sequence of activities related to the CCEF's strategic investment application process, to modify, suspend or cancel this strategic investment application process, and to condition, modify or otherwise limit awards pursuant to this strategic investment application process.

Applicant's Cost

All of the applicant's costs associated with the preparation of an application, any related investigative or due diligence activities and any resulting discussions or negotiations shall be borne by the applicant.

Applicant Representations

By responding, the applicant shall be deemed to have represented and warranted: (1) that the application is not made in connection with any competing applicant submitting a separate application to this strategic investment process and is in all respects fair and without collusion or fraud; (2) that the applicant did not participate in nor have knowledge of the strategic investment development process; (3) that the applicant has not been convicted of bribery or attempting to bribe a public official or employee of the state, has not been disqualified for contract awards by any agency of the state and is not in default under any contract with an agency of the state; and (4) that the information contained in the application is true, accurate and complete and includes all information necessary to insure that the statements therein are not misleading.

Freedom of Information Act

CI is a public agency, so it and the CCEF's business, which CI administers, are public for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, upon receipt at the office of CI and the CCEF, your application will be considered a public record or file subject to disclosure under the FOIA. The FOIA includes exemptions for, among other things, "trade secrets" and "commercial or financial information given in confidence, not required by statute". For any documents to be considered exempt documents under the FOIA, the applicant must mark each document with the word "CONFIDENTIAL" and place the document(s) in a separate sealed envelope clearly marked as confidential.

Applicants should be aware that (1) CI and the CCEF have no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request, (2) the applicant will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding, and (3) in no event shall CI or the CCEF, or any of their officers, directors or employees have any liability for disclosure of documents or information in the possession of CI or the CCEF which CI or the CCEF, or such officer, director or employee, in good faith believes to be required pursuant to the FOIA or other requirements of law.

Use of Information and Ownership of Work Product

Except for confidential information identified as such pursuant to the section above dealing with the FOIA, CI and the CCEF are not restricted in their right to use or disclose any or all of the information contained in any application and can do so without compensation to the applicant, notwithstanding any language in the application to the contrary. Except as otherwise expressly provided in an agreement with CI as the administrator of the CCEF, all work products developed under a contract awarded as a result of this strategic investment process be the sole property of CI as the administrator of the CCEF.

State Contracting Obligations

Applicant understands and agrees that CI is a political subdivision of the State of Connecticut and therefore CI's contracts must comply with Conn. Gen. Stat. § 4a-60 and with Conn. Gen. Stat. § 4a-60a. Applicant understands and agrees that any funding contract that it enters into with CI will comply with these statutes.