



GEORGETOWN UNIVERSITY
ENERGY PRIZE

LETTER OF INTENT

City of Charlottesville

(name of "Community"), through this letter of intent ("LOI"), expresses its intent to compete in the Georgetown University Energy Prize ("GUEP") and its wish to enter into the GUEP LOI Program (the "LOI Program") in order to gain access to experts and resources that will assist in preparing for the competition.

Georgetown University ("Georgetown"), as the nation's oldest Catholic and Jesuit university, is a major international research university that embodies its founding principles in the diversity of its students, faculty and staff, its commitment to justice and the common good and its intellectual openness. In keeping with its mission, Georgetown offers a wide variety of educational programs and activities, including the GUEP. Georgetown and Community may be referred to as a "Party" or the "Parties", as the context may require.

The Parties hereby express their intentions, as of the date hereof, with respect to the following:

1. Intent to Compete. The electronic transmission of this LOI, the Community Description, and online information form, through the GUEP website (<http://guep.georgetown.edu/letter-of-intent>) shall indicate the Community's intent to compete in the GUEP beginning with the formal application period, which is currently expected to begin in January 2014.
2. LOI Program. The transmission of this Agreement shall enroll the Community in the LOI Program, which provides communities with access to:
 - a. Early access to technical assistance from Georgetown experts and experts provided by GUEP supporters and advisers
 - b. Priority attention to and response to feedback from Georgetown on the latest proposed GUEP rules
 - c. Priority response from Georgetown to questions about the competition
 - d. Early access to specialized promotional assistance
3. Non-Binding. While this LOI signifies the intent of the Community to compete, this LOI creates no binding obligation between the Community and Georgetown and may be terminated at any time (see Paragraph 6, below).
4. Future Agreement. This agreement does not constitute the final Master Competitor Agreement, which will be included with the formal GUEP application. Georgetown expects to make the formal application available in early 2014.
5. No Endorsement. Nothing in this LOI constitutes, nor shall it be deemed or construed to be, an endorsement by either Party of the other Party's actions, products, services or public communications.

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6. Term; Termination.

- a. This LOI shall have effect on the date of its submission to Georgetown, as set forth in Section 1, and shall terminate on the earlier of (X) April 30, 2014 or (Y) the date on which Community submits a formal Application to compete in the GUEP, whichever comes first.
- b. The Community may terminate this LOI before the end of the term for any reason. Notice of termination must be made in writing to the address set forth in Section 7 below.

7. Notices. Either party may provide notices to the other at the addresses set forth below. The date of notice shall be deemed to be the date of receipt.

To Georgetown:

Tali Malot
Georgetown University Energy Prize
506 Reiss Science Building
37th and O Streets, N.W.
Washington, DC 20057

To Community:

Susan Elliott	(Name of Representative)
Climate Protection Program Coordinator	(Title)
City of Charlottesville	(Organization)
305 4th St NW	(Street Address)
Dept. of Public Works, Environmental Sust. Division	(Street Address)
Charlottesville, VA 22903	(City, State Zipcode)


By: Maurice Jones
[Name of Community]
City Manager
City of Charlottesville

12-18-13

(date)