

**\*SAMPLE FOR INFORMATIONAL PURPOSES\***

**TRAINING AND TECHNICAL ASSISTANCE RETENTION AGREEMENT**

THIS TRAINING AND TECHNICAL ASSISTANCE RETENTION AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, is by and between {AGENCY NAME} (hereinafter "ABC"), and {CONTRACTOR NAME} (hereinafter "Contractor"), for training and technical assistance (hereinafter "T&TA") towards the cost of the {INSERT COURSE/TRAINING} (hereinafter "Training Course") under the {INSERT GRANTEE NAME} Weatherization Assistance Program (hereinafter {INSERT GRANTEE ABBREVIATION}).

WITNESS:

WHEREAS, Section 3.0 of DOE's Weatherization Program Notice 09-1 B requires that contractors receiving DOE T&TA funds sign a retention agreement that they will provide weatherization services for a specific amount of time that aligns with the funds provided;

WHEREAS, Contractor desires to receive T&TA funds assistance for the Training Course;

NOW THEREFORE, in consideration of the premises and agreements of "ABC" and Contractor as hereinafter provided, the parties hereby mutually agree as follows:

1. "ABC" will provide DOE T&TA funds to cover the cost of Contractor's participation in the Training Course, limited to the following:

a. Reasonable travel costs in accordance with DOE standards;

b. [INSERT OTHER COSTS, IF APPLICABLE]

2. Contractor shall satisfactorily complete the Training Course and any examinations required thereto;

3. Contractor shall remain actively employed or actively participate in {INSERT GRANTEE ABBREVIATION} {INSERT WEATHERIZATION ACTIVITY} for a period of no less than {INSERT TIMEFRAME} Following completion of the Training Course.

4. If Contractor does not fulfill his or her obligations under this Agreement, Contractor will reimburse "ABC" the total T&TA funds drawn within thirty (30) calendar days of notice from "ABC". Said reimbursement amount shall become immediately due and payable as a debt and obligation of Contractor to "ABC". Repayment will be made in the full amount due as a lump sum. If payment is not received by "ABC" within thirty (30) days, "ABC" may assess reasonable costs of collection, including but not limited to interest, court costs, and attorney's fees.

5. Contractor has read and understands the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first indicated.

CONTRACTOR:

AGENCY NAME:

\_\_\_\_\_

\_\_\_\_\_

Date:

Date:

\_\_\_\_\_

\_\_\_\_\_

Printed Name:

Printed Name:

\_\_\_\_\_

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