

STOP DIRTY DATA

Cost Recovery Support Agreement [Template]

The NAACP has provided this as a template, but should be reviewed for your specific facts and situation.

SUMMARY

This Pre-Negotiation Legal and Technical Advisory Support Agreement (“Support Agreement”) is entered into by and between **[Developer]** and **[Community Coalition]** in connection with the proposed **[Project Name]** (“Project”).

1. Purpose

The purpose of this Agreement is to ensure that the Community Coalition has access to independent legal and technical expertise necessary to evaluate Project impacts, review disclosures, and negotiate informed and proportionate community benefit and mitigation terms.

The Parties acknowledge that this Agreement is a **cost-recovery / sponsor-pay arrangement**, intended to support informed, good-faith negotiations and compliance planning, and does not constitute a community benefit or mitigation payment.

2. Covered Advisors

a. Legal Counsel.

Independent legal counsel retained by the Community Coalition to advise on negotiation, interpretation, and structuring of a Community Benefits Agreement and related documents.

b. Technical Experts.

One or more independent technical experts retained by the Community Coalition with expertise in relevant fields, which may include energy systems, electric grid planning, utility rate design, water resources, environmental impacts, land use, or infrastructure finance.

3. Scope of Advisory Services

Covered services may include, but are not limited to:

- review of Project descriptions, disclosures, and permitting materials;
- review of interconnection studies, utility filings, and infrastructure impact analyses;
- evaluation of grid, ratepayer, water, and environmental impacts;
- development of recommendations regarding appropriate mitigation measures and funding levels;
- support for good-faith negotiations related to the Community Benefits Agreement.

This Agreement does **not** authorize litigation or adversarial proceedings.

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4. Payment Structure (Pass-Through Cost Recovery)

a. Direct Payment by Developer.

The Developer shall pay reasonable fees and costs of covered legal counsel and technical experts **directly to such advisors**, following review and written approval by the Community Coalition.

b. Coalition Approval.

The Community Coalition shall review invoices for scope, reasonableness, and consistency with this Agreement prior to approval for payment.

c. No Offset.

Payments made under this Agreement shall not be credited against, offset, or deducted from any Community Benefit Fund contributions, mitigation payments, or other obligations under the Community Benefits Agreement.

5. Independence of Advisors

All legal counsel and technical experts funded pursuant to this Agreement shall be selected by, and owe professional duties exclusively to, the Community Coalition. The Developer shall have no role in directing, supervising, or influencing the work of such advisors.

6. Budget Parameters

a. Initial Budget.

The Parties agree to an initial advisory budget of \$[____] for legal services and \$[____] for technical advisory services.

b. Adjustments.

Budgets may be adjusted by mutual written agreement where additional review or analysis is reasonably necessary due to Project complexity or new information.

7. Good-Faith Limitation

Nothing in this Agreement shall be construed to permit frivolous, bad-faith, or unrelated expenditures. Advisory services shall be limited to matters reasonably related to evaluation, negotiation, and compliance planning for the Project.

8. Term

This Agreement shall commence upon execution and shall terminate upon execution of the Community Benefits Agreement or [date], whichever occurs first, unless extended by mutual agreement.

9. No Prejudice

Participation in this Agreement does not obligate either Party to enter into a Community Benefits Agreement or approve the Project.

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More resources available here

- [NAACP Stop Dirty Data](#)
- [The Unequal Burden of Data Centers](#) - Kapur Foundation
- [Data Crunch Report](#) – Center for Biological Diversity
- [Cloudy Data, Costly Deals](#) – Good Jobs First
- [Reigning in Big Tech](#) – Public Citizen
- [Data Center Resource Page](#) – Nature Forward
- [Cost of the AI Boom](#) – Union of Concerned Scientists

Drafting Team:

Carrie Cobb, Clean energy consultant, Lead Drafter

Abre' Conner, Director, NAACP Center for Environmental and Climate Justice, Lead Editor

Review and Advisory Team:

Bold Education Fund and Bold Alliance teams

Romany M. Webb, Research Scholar, Columbia Law School, Deputy Director, Sabin Center for Climate Change Law, Adjunct Associate Professor of Climate, Columbia Climate School

Veronica Eady, Environmental Lawyer and Consultant