



## Industry Updates from the UT Renewable Energy Law Conference

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Reading Time : **2 min**

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### Conference Highlights:

- Akin Gump Counsel Hayden Harms served as Presiding Officer for the Tuesday afternoon presentations.
- High conference attendance confirms a continued and growing interest in renewable technology. With “green initiatives” being supported by the majority of Congress and the White House, everyone from Fortune 100 corporations to city-dwelling homeowners are looking for opportunities to make and/or save money using renewable technologies.
- COVID-19 continues to disrupt all segments of the renewable energy industry, but participants have been largely successful in finding ways to allocate risk sufficiently to avoid unnecessary or unexpected costs or delays.

What message resonated most from the Renewable Energy Law Conference? Did you notice any changes from the conference last year?

- With a new administration in the White House, many issues regarding renewable energy policy are up for debate, including tax credit extensions, import tariffs, carbon pricing, transmission, offshore wind, standalone storage and alternative fuels. How the new administration’s policies are expected to impact these topics over the next four years were questions clearly at the top of many presenters’ and attendees’ minds.

A key trend we noted last year was the growing attendance of historically hydrocarbon-related companies at the conference—learning how their businesses can incorporate and profit from these new technologies; this year, while we expect many

of the same players were in attendance, a key takeaway was how focused participants and presenters were on how the federal government is going to impact existing opportunities, and what new opportunities are anticipated.

What were the key drafting tips related to addressing COVID-19 in commercial contracts?

- COVID-19 is causing disruptions in just about all business models in the renewable energy sector. Key takeaways for properly addressing COVID-19 are: (i) identify and carve-out all impacts of COVID-19 prior to the effective date of the contract, (ii) determine if COVID-19 will have a large enough impact to require its own section in the agreement, or if it can be addressed in the “force majeure” definition, and (iii) identify acceptable measures of relief (i.e., cost relief vs. schedule relief).
- If addressed in the force majeure definition, do not forget to (i) anticipate relief for “governmental orders” and (ii) determine if your state follows *ejusdem generis* (allowing broad applicability of common force majeure events) or if COVID-19 will need to be specifically identified.

## Categories



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