

IPC CM No: _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into this _____ day of _____, 20____ (“Effective Date”) between **Idaho Power Company**, an Idaho corporation with principal offices at 1221 W. Idaho Street, Boise, Idaho, 83702 (“IPC”), and _____, a(n) _____ with its principal place of business at _____, (“Contractor”). The undersigned may also be referred to individually as a “Party” or collectively as the “Parties.” Unless explicitly noted otherwise, the term “days” refers to calendar days.

1. Definitions.

1.1 Work Product. The work product or deliverables created, conceived, or discovered by Contractor or subcontractors at all tiers after the Effective Date on behalf of IPC or related to this Agreement including, without limitation, software, processes, or inventions.

1.2 Intellectual Property Rights. Patents, copyrights, trademarks, trade secrets, trade dress, mask works, moral rights, processes, techniques, designs, rights of attribution or integrity, or other intellectual or industrial property rights or proprietary rights.

1.3 IPC Data. All data, including but not limited to, data regarding IPC, its customers or vendors (other than Contractor) that is either: (a) furnished, disclosed, or otherwise made directly or indirectly available to Contractor or subcontractors at all tiers by or on behalf of IPC under this Agreement; or (b) collected or created by Contractor on behalf of IPC in the course of performing Services hereunder.

2. **Services**. Contractor shall perform the services and develop the deliverables described in an executed IPC Statement of Work (“SOW”) referencing this Agreement (“Services”). Any SOW executed under or covered by this Agreement is incorporated into this Agreement. Contractor acknowledges and agrees that IPC is not required to contract for any minimum amount of Services under this Agreement.

3. Compensation.

3.1 Payment for Performance of Obligations. Subject to IPC’s right of offset, Contractor shall be compensated for fully completed Services performed in accordance with this Agreement at the rates set forth in a particular SOW. Reimbursable expenses, if any, shall be set forth in a particular SOW. With respect to hourly fee based projects and unless authorized by IPC in advance or otherwise set forth in the applicable SOW: (a) IPC shall pay only for time spent by Contractor in the performance of value-added Services in direct furtherance of Contractor’s obligations under this Agreement and the applicable SOW (i.e., not for time spent traveling, eating, etc.); (b) IPC shall not pay for any overtime or Services outside the scope of this Agreement without prior written approval; and (c) all time must be verified and approved by IPC prior to payment. Contractor shall keep weekly time sheets covering all hours worked on an hourly basis and all reimbursable expenses for at least five years after completion of Services. Contractor’s rate shall be equal to or less than the best rate given to Contractor’s other clients. Unless explicitly stated otherwise in an SOW, all rates shall be fully loaded and shall include, without limitation, all markup, overhead, and profit. Unless otherwise stated in an SOW, Contractor’s rates shall not exceed the rates charged to IPC by Contractor in connection with previous SOWs or work engagements for IPC.

3.2 Invoices and Payment. Contractor invoices shall provide as much detail as deemed necessary by IPC and shall itemize any taxes being paid by IPC. If a taxing authority determines that Contractor did not collect all applicable taxes, Contractor shall be liable for any interest, penalty, costs, fees, and liabilities arising out of or relating to Contractor’s failure to properly invoice IPC. IPC will make payment to Contractor within 30 days of receipt of an accurate and undisputed invoice; provided, however, that IPC may require Contractor, at IPC’s discretion, to supply duly executed waivers and releases of liens for Contractor and its subcontractors at any tier in the form acceptable to IPC as a condition precedent to payment. IPC may withhold from any payment any damages, backcharges, or claims incurred or reasonably anticipated by IPC to the extent caused by Contractor. IPC’s review, approval, acceptance, use, or payment for all or any part of the Services shall in no way alter Contractor’s obligations or IPC’s rights hereunder, and shall not excuse or diminish

Contractor's responsibility for performing all Services consistent with this Agreement.

3.3 Travel Expenses. Unless specifically itemized in an SOW, IPC will not pay any travel and related expenses or living expenses incurred by Contractor. If, however, IPC directs Contractor in writing to travel to locations other than the locations at which they normally provide services, then Contractor shall be reimbursed for reasonable travel and related expenses approved in advance by IPC and incurred in the interest of IPC as a result of performing the Services; provided, however, that Contractor submits appropriate receipts to IPC.

3.4 Delay. If Contractor does not invoice IPC for completed Services or expenses within six months after the time Contractor performs the Services, Contractor waives all right to payment.

4. **Change Management.** Any proposed change to the scope of Services defined in an SOW must be initiated through a written IPC change request in a form acceptable to IPC ("Change Order"). In addition to a Change Order, Contractor shall deliver to IPC a detailed cost and scheduling analysis, in a form acceptable to IPC. The cost and schedule analysis shall state if the Change Order will impact cost or schedule. If IPC approves the Change Order in writing, it shall be incorporated into the SOW and will specify any increases or reductions in the scope of Services, pricing, and timeframes. In no event shall Contractor be entitled to an adjustment in compensation or schedule for performing a change in the Services caused or made necessary by the negligent or wrongful acts or omissions of Contractor or its subcontractors at any tier. Contractor acknowledges and agrees that an extension of time shall be Contractor's sole and exclusive remedy for any delay, hindrance, disruption, loss of productivity, or inefficiency caused by IPC or its agents.

5. **Term and Termination.** This Agreement will commence on the Effective Date and will continue until 20 or until terminated as set forth herein.

5.1 Termination for Cause. If either Party materially breaches this Agreement or any SOW and the material breach is not cured within 10 days after the nonbreaching Party gives the breaching Party written notice thereof, the nonbreaching Party may

elect to terminate this Agreement or any SOW by giving the breaching Party notice of the termination; provided, however, that if the nature of the breach is such that it could not reasonably be cured within the 10 day period, then the non-breaching Party may terminate this Agreement or any SOW immediately upon providing written notice to the breaching Party.

5.2 Termination for Convenience. IPC may elect to terminate or suspend this Agreement or any SOW, in whole or in part, at any time without cause and without penalty, on 10 days' written notice to Contractor.

5.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement or any SOW, all obligations of the Parties (other than those obligations that expressly or by nature survive termination) shall terminate and at IPC's election, Contractor shall return all IPC Data, materials, files and other information specific to the Services performed for IPC in a form and format acceptable to IPC, as well as any partially completed Work Product. Upon request by IPC, Contractor shall certify in writing that it has returned all information obtained from IPC.

(b) In the event of termination by IPC, Contractor shall be entitled to receive payment for Services actually performed in accordance with this Agreement prior to such termination, but only to the extent there is no dispute or applicable offsets or withholdings related to the Services. Contractor shall promptly refund all prepaid but unearned monies to IPC and assign to IPC all subcontracts with its subcontractors, if directed by IPC. In any event, Contractor shall not be entitled to receive payment for Services not executed or for overhead and profit for Services not executed.

6. **Confidentiality.** All IPC Data is and shall be treated as confidential, regardless of whether marked as "CONFIDENTIAL" or otherwise. IPC Data in oral, visual, or electronic format shall also be confidential. IPC may disclose copies of this Agreement and related documents to regulatory bodies having jurisdiction over IPC pursuant to the confidentiality or protective agreements or orders issued by those regulatory bodies.

6.1 Obligations. Contractor and all those working for or with Contractor who may have access to IPC's confidential information (including without limitation IPC Data) shall not disclose it to any person, firm or

corporation, nor use such confidential information for any purpose other than as necessary to perform the Services or create the Work Product outlined in an SOW. Contractor shall take affirmative steps to protect and safeguard such confidential information and at minimum use the same degree of care it uses to prevent the unauthorized use, dissemination, or publication of its own confidential information and, in any event, not less than the level of care standard in Contractor's industry. Contractor shall limit disclosure of IPC's confidential information to officers, directors, employees, or agents who need to know such information to complete a given SOW and shall notify anyone with access to IPC's confidential information in writing that it is confidential. Upon expiration or termination of this Agreement or any SOW, Contractor shall destroy or return all of IPC's confidential information to IPC.

6.2 Exceptions. The confidentiality obligations shall not apply to IPC confidential information that: (a) is or becomes publicly known or available other than by the Contractor's act or fault or the Contractor's breach of this Section 6; (b) is rightly received by the Contractor from a third party who was authorized to disclose such information; (c) is proven by written evidence to have been independently developed by the Contractor; or (d) is approved for disclosure by written authorization from IPC. In addition, confidential information may be disclosed by Contractor pursuant to law or any governmental or court order, provided that Contractor shall first give notice to IPC of such order and give IPC a reasonable opportunity to obtain a satisfactory protective order.

7. Ownership, Data Security, and Protection. IPC Data shall remain the sole property of IPC. Contractor may not use IPC Data for any purpose other than to perform its obligations under an SOW. IPC Data may not be sold, assigned, leased or otherwise disposed of or commercially exploited by Contractor.

7.1 Data Security. Contractor shall establish and maintain commercially reasonable safeguards against the destruction, loss, theft, or alteration of IPC Data in the possession or control of Contractor (or its subcontractors at all tiers) that are no less rigorous than those maintained by IPC as of the Effective Date of the applicable SOW. In addition to all other remedies permitted under this Agreement and applicable law, Contractor shall be required to

promptly remedy and mitigate any damages, losses, or expenses caused by a breach in the security of Contractor's systems that adversely impacts IPC.

7.2 Compliance with Data Protection Rules. Contractor shall observe and comply with all applicable federal and state data privacy and data protection laws and regulations. In addition, Contractor will comply with all IPC's policies, standards, and data protection procedures in effect when the applicable SOW is performed. Contractor shall promptly notify IPC if Contractor becomes aware of any actual or suspected violation (or charge or investigation) of any of IPC policies or data protection rules and shall fully cooperate with IPC or governmental authorities and non-governmental entities in connection with such actual or suspected violation (or charge or investigation).

7.3 Information Security Training. Contractor shall comply with IPC's information security requirements, policies, and procedures. Contractors who require electronic access to any network or information system owned by IPC shall complete IPC's on-line information security training. Contractor's Personnel shall (i) sign an agreement regarding compliance with IPC's Information Security Standards, including without limitation, both electronic and physical access requirements prior to receiving access; and (ii) perform background checks and social security verifications for all Personnel as required by IPC.

7.4 Security Screening. IPC is required by federal law and regulations to protect access to its critical assets, both physical and electronic. Contractor acknowledges and agrees that certain portions of IPC's premises may have restricted access and may require prior authorization or an IPC designated escort to allow Contractor access. Contractor shall comply with federal, state, or local laws or regulations and any applicable IPC policies, standards, and procedures related to physical security of its premises, including without limitation, any policies, standards, and procedures requiring background checks, and social security verification prior to performing Services for IPC. If Contractor requires unescorted access to IPC's or its customer's premises, then Contractor shall perform background checks and social security verifications for all Personnel as required by IPC. Contractor shall not perform any Services until these requirements have been met.

8. Warranties, Representations, Correction of Services, and Disclaimers.

8.1 Warranties and Representations. Contractor represents, warrants, and covenants to IPC that:

(a) Contractor has authority to enter into this Agreement and to perform its obligations.

(b) Contractor and its employees, agents, and representatives shall, and Contractor shall cause its subcontractors of all tiers to, perform all obligations under this Agreement in a prompt, diligent and workmanlike manner, and pursuant to a standard of care no less than the standard of care followed by reputable professionals with national practices performing similar services on similar projects. Not in limitation of any other right or remedy available to IPC for breaches of this Agreement, Contractor shall promptly correct or re-perform those Services not meeting such workmanship and degree of care without additional compensation. Contractor, its employees, agents, and representatives shall, and Contractor shall cause its subcontractors of all tiers to, at all times maintain the highest ethical standards, avoid conflicts of interest in the conduct of services for IPC, and fully cooperate with IPC and its independent contractors.

(c) All media provided by Contractor shall be new and free of known viruses and other harmful code. Contractor shall not (directly or indirectly) introduce a virus or other harmful code into IPC's network or system.

(d) Any Work Product and each component thereof, including code and any embedded software, when properly used as contemplated herein, and their copying, use, modification and distribution shall not infringe or misappropriate any third party's Intellectual Property Rights.

(e) Performance under this Agreement does not create a conflict of interest prohibited by the United States, foreign or domestic government. Contractor shall promptly notify in writing IPC if any such conflict arises.

(f) In the event Contractor supplies materials and equipment under this Agreement, such materials and equipment shall be of good quality, new, free from defects, and strictly conform in all respects to

any drawings, specifications, or requirements set forth in the SOW, for a period of either (i) two years following the completion of the Services under this Agreement, or (ii) the warranty period otherwise provided by Contractor, whichever is longer. Contractor's materials and equipment warranty shall not limit the time period within which IPC may exercise its warranty rights for the reporting of defects and deficiencies which are identified after the expiration of the warranty period but are deemed to have occurred prior to, or during the warranty period. Contractor's materials and equipment warranty shall not limit any other right or remedy available to IPC for breaches of this Agreement. Contractor warrants title to all materials and equipment sold to IPC and bears the risk of loss or damage to such items until they are delivered at IPC's delivery point.

Contractor shall cause subcontractor warranties at all tiers to be assigned to IPC. In addition to all warranty requirements and not in limitation of any IPC rights and remedies, Contractor shall have an obligation to cure all defects and nonconformities in the Services upon written demand from IPC received no later than one year after final completion of the Services.

8.2 Disclaimer. EXCEPT AS PROVIDED IN THIS AGREEMENT (INCLUDING ANY SOW) OR ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES, NEITHER PARTY MAKES ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER.

9. Indemnification.

9.1 Indemnity. To the fullest extent permitted by law, Contractor shall indemnify, defend, reimburse, and hold harmless IPC and its successors and their respective directors, officers, members, employees, representatives, and agents (collectively, the "Indemnitees"), from, for, and against any and all allegations, claims, liens, liabilities, losses, demands, damages, expenses, suits, actions, proceedings, judgments, and costs of any kind whatsoever (collectively, "Damages") whether actual or merely alleged and whether directly incurred or from a third party, including, without limitation, settlement costs, court costs, and attorneys' and expert witness fees and expenses, arising out of, or relating to: (a) the negligent acts, omissions, or willful misconduct of Contractor, its employees, agents, subcontractors at any

tier or Contractor's independent contractors (b) a claim that any Work Product, goods, or Services furnished under this Agreement infringes upon or misappropriates any Intellectual Property Right of any third party; (c) a claim of any lien, security interest, or encumbrance made by a third party; ; (d) a violation of federal or state law, regulation, statute, or ordinance; or (e) Contractor's material breach of this Agreement. This indemnity shall apply without regard to whether the claim, damage, liability, or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. In any and all claims against IPC by a Contractor or any subcontractor or their respective employees or agents, the indemnification obligation stated above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefit payable by or for Contractor or any subcontractor under the applicable worker's compensation act, disability acts, or other employee benefits acts.

9.2 Procedure. If IPC seeks indemnification from Contractor, IPC shall: (i) notify Contractor of the assertion of any claim; (ii) provide reasonable assistance (at Contractor's expense) in connection with the defense; (iii) be entitled to pre-approve any settlement; and (iv) be entitled to, in the exercise of reasonable discretion, pre-approve legal counsel selected by Contractor.

9.3 Intellectual Property Rights. If a court or other authority of competent jurisdiction finds, or in IPC's reasonable judgment, is likely to find, that IPC's use of any Work Product infringes a third party Intellectual Property Right or if, as a result of an Infringement Claim, a court or other authority of competent jurisdiction enjoins, or, in IPC's judgment, is likely to enjoin, IPC from using any Work Product, then Contractor, in addition to its foregoing obligations of indemnification and defense, must promptly do the following at its sole expense:

(a) Contractor shall make all necessary license or other arrangements to allow IPC to continue using the Work Product without infringing a third party Intellectual Property Right.

(b) If the action described in Subsection (a) is not commercially practicable, then Contractor shall either (i) modify the Work Product so that it is non-infringing and at least as functionally equivalent in all

material respects to the Work Product before it was modified, or (ii) replace the Work Product with non-infringing work product or deliverables that are at least functionally equivalent in all material respects to the original Work Product.

If IPC determines in its sole discretion that none of the foregoing alternatives provide an adequate remedy, IPC may immediately terminate all or any part of this Agreement and/or SOW and, in addition to other relief, recover amounts paid hereunder in addition to any other remedies it may have against Contractor.

10. **Removal of Liens**. Contractor agrees to keep IPC property free and clear of any and all lien claims filed by any person or entity in connection with the Services. Within 15 days after written demand from IPC, Contractor shall remove any such lien claim from the property by payment, settlement or the furnishing and perfection of a lien release bond or deposit pursuant to applicable law; upon the Contractor's failure or refusal to do so, IPC may do so in which event Contractor shall pay IPC's attorneys' fees, costs, disbursements and expenses so incurred. Contractor shall indemnify, defend, reimburse, and hold harmless IPC from any and all liens filed in connection with the Services as required by Section 9 of this Agreement.

11. **Insurance**. Contractor shall maintain (and shall cause each of its agents, independent contractors and subcontractors at any tier performing any Services hereunder to maintain) at all times, at its sole cost and expense, at least the following insurance:

(a) *Workers' Compensation Insurance* with limits of not less than those required by applicable statutes.

(b) *Employer's Liability Insurance* with a limit not less than \$1,000,000. When permitted by law, the insurance policies required under Subsections (a) and (b) of this Section 11 shall contain waivers of the insurer's subrogation rights against IPC. Contractor shall reimburse IPC for any costs (including self-insured tax audit assessments) incurred in the event Contractor maintains an uninsured status within the state of Idaho.

(c) *Business Automobile Liability Insurance* with a combined single limit of at least \$1,000,000.

(d) *Commercial General Liability Insurance* applicable to all premises and operations, including

without limitation (i) bodily injury, (ii) property damage, (iii) contractual liability coverage covering its obligations of indemnity and defense, and (iv) products and completed operations, (v) independent contractors, and (vi) personal and advertising injury with policy limits of a combined single limit of not less than \$1,000,000. Such insurance shall provide for occurrence-based coverage and shall have such other terms, conditions, and endorsements of coverage as are deemed prudent by IPC from time to time.

(e) *Professional Liability Insurance or Errors and Omissions Insurance*, including without limitation, coverage for claims of financial loss due to error, act, or omission of Contractor or Contractor's employees, officers, equity owners, subcontractors at any tier, or agents, with a limit of not less than \$2,000,000. Professional Liability Insurance shall be maintained for a minimum of two years beyond the date this Agreement expires or is otherwise terminated.

(f) *IP (Intellectual Property/Patent) Insurance* covering infringement of copyrights, trademarks, and patents, misappropriation of trade secrets, denial of electronic access, electronic infection, and electronic information damage with a limit of not less than \$2,000,000.

(g) *Fidelity Insurance* naming IPC as Loss Payee, for losses arising out of, or in connection with, any fraudulent or dishonest acts, including without limitation computer fraud, committed by Contractor or Contractor's employees, officers, equity owners, subcontractors at any tier, or agents, acting alone or with others, including losses of property and funds in their care, custody, or control, with a limit of not less than \$1,000,000.

(h) *Pollution Legal Liability Insurance* with limits of \$10,000,000 per occurrence and \$10,000,000 aggregate. If Contractor maintains a "Claims Made" policy under this Subsection (h), such insurance or its replacement insurance shall have a retroactive date of no later than the Effective Date. Such insurance policy or its replacement policy shall provide either a minimum of two years extended reporting period coverage after completion of all Services, or a period equal to the maximum time under the State of Idaho statute of limitations existing on the Effective Date for potential claims under such insurance, whichever

is longer. The policy must also provide the following: (i) coverage for defense, reimbursement, and indemnity obligations assumed by Contractor under the Agreement related to claims, damages, liabilities, losses, demands, expenses, suits, judgments, penalties, fines and costs, including without limitation settlement costs, court costs at all levels, and attorneys' and expert witness fees and expenses (ii) coverage for any demands for environmental cleanup costs related to Contractor's Services under this Agreement, (iii) coverage for the presence, discharge, dispersal, release or escape of pollutants ("Pollution Conditions") emanating from or affecting any location, whether or not owned, leased, occupied or otherwise controlled by IPC, to the extent such Pollution Conditions are caused by Contractor, its employees, and agents, (iv) coverage for sudden and gradual Pollution conditions into or upon land, the atmosphere, or any natural or artificial watercourse or body of water, (v) coverage for transportation, loading and unloading activities (if applicable), and (vi) property damage to include natural resources damage.

(i) *Cargo and Property Insurance*. If Contractor, subcontractor at any tier, or their respective agents or employees are transporting and/or storing IPC materials or equipment, Contractor shall provide Cargo Insurance and/or Property Insurance (as applicable) covering physical loss or damage, naming IPC as Loss Payee, arising out of, or in connection with, any loss associated with transportation or storage of IPC equipment or material while in the care, custody, or control of Contractor (or its subcontractors at all tiers). The declared value of the Cargo and/or Property Insurance shall be based on the replacement value of the property in question.

Insurance required under this Section 11 shall be primary and noncontributory and: (a) be issued on a U.S. policy by one or more carriers acceptable to IPC and licensed to do business in the state where services are rendered; (b) except as to Professional Liability Insurance, name IPC as an additional insured or loss-payees, as its interests may appear; (c) not be able to be canceled or materially changed unless IPC is given written notice of such cancellation or change at least 30 days in advance; (d) provide for severability of interests; (e) waive all right of subrogation against additional insureds and IPC, its members, officers, employees, agents, and the successors in interest of the foregoing; and (f) shall not be limited to "ongoing" operations. Contractor shall pay for all deductibles.

If approved in advance by IPC in writing, Contractor may use a combination of Umbrella/Excess and Primary limits of insurance to provide coverage up to the required amount.

Upon execution of this Agreement, Contractor shall provide IPC with a certificate of insurance indicating all coverages required hereunder, and copies of all policies if requested by IPC. Any applicable insurance exclusions (if any) shall be noted in each applicable SOW.

12. Personnel; Flow Down Requirements.

Contractor shall perform all Services assigned and provide all necessary equipment or tools and shall not subcontract any or all Services or delegate responsibility therefore to any third party without prior written authorization from IPC. In the event IPC provides written authorization for Contractor to subcontract or delegate Services, Contractor shall require, by written agreement, subcontractors at all tiers to be bound by the provisions of this Agreement in all respects and assume toward the Contractor all of the obligations and responsibilities, which the Contractor, by this Agreement, assumes toward IPC. Each such subcontractor agreement shall preserve and protect the rights of IPC under this Agreement with respect to the Services to be performed by the subcontractor so that Contractor's subcontracting or otherwise delegating of Services will not prejudice such rights. Contractor shall also ensure that the written agreements with subcontractors at all tiers are assignable to IPC. IPC shall have the right to reject any employee, subcontractor, or agent assigned by Contractor at any time for any reason. Contractor shall be responsible at its expense for training and educating its employees, agents, contractors, subcontractors at all tiers and independent contractors, and the employees, agents, or representatives of subcontractors or independent contractors at all tier ("Personnel") regarding all applicable safety and health rules and regulations and requiring that its employees and agents abide by those rules and regulations. Contractor shall be responsible to IPC for the acts and omissions of Personnel performing any portion of Services under this Agreement and shall cause Personnel to comply with the obligations set forth in this Agreement. CONTRACTOR REPRESENTS TO IPC THAT ITS PERSONNEL ASSIGNED TO THE PERFORMANCE OF SERVICES PURSUANT TO THIS AGREEMENT HAVE BEEN PROPERLY

TRAINED, CERTIFIED AND LICENSED (WHERE AND WHEN APPROPRIATE AND REQUIRED) TO PERFORM THE TASKS THEY ARE PERFORMING.

13. Proprietary Rights.

13.1 Ownership of Work Product. IPC shall immediately and automatically own all right, title, and interest to all Work Product. As applicable, Contractor expressly acknowledges and agrees that all Work Product constitute "works made for hire" under the federal copyright law (17 U.S.C. § 101) owned exclusively by IPC and, alternatively, hereby irrevocably assigns all ownership and other rights it might have in the Work Product to IPC. Upon termination hereof and upon receipt of all payments due to Contractor, Contractor shall turn over to IPC all Work Product and copies and derivatives thereof in a form and format acceptable to IPC. Contractor agrees to cooperate with IPC or its designee(s), both during and after the term of this Agreement, in the procurement and maintenance of IPC's rights in Work Product and to execute, when requested, any other documents deemed necessary by IPC to carry out the purpose of this Agreement and perfect IPC's right, title, and interest in the Work Product. Contractor acknowledges and agrees that IPC and its business partners may use the Work Product or Services provided by Contractor.

13.2 License to Background Intellectual Property Rights. To the extent reasonably necessary for IPC to use the Work Product for its intended purpose, Contractor hereby grants to IPC a nonexclusive, fully-transferable, perpetual, paid up, royalty-free, irrevocable, and world-wide license, with rights to sublicense through multiple tiers of sublicensees, to reproduce, make derivative works of, publicly perform, and publicly display in any form or medium, whether now known or later developed, digitally perform, distribute, make, use, lease, offer for sale, sell, and import any background Intellectual Property Rights of Contractor incorporated or used in the Work Product.

14. Equal Employment. During performance pursuant to this Agreement, Contractor agrees to comply with all applicable equal employment opportunity, small business, and affirmative action laws and regulations. All Equal Employment Opportunity and affirmative action laws and regulations are hereby incorporated by this reference, including provisions of 38 U.S.C. § 4212, Executive Order 11246, as amended, and any subsequent executive orders or other laws or regulations relating to

equal opportunity for employment on government contracts. To the extent this Agreement is covered by Executive Order 11246, the Equal Opportunity Clauses contained in 41 C.F.R. 60-1.4, 41 C.F.R. 60-250.5, and 41 CFR 60-741.5 are incorporated herein by reference.

15. Dispute Resolution. Any dispute arising out of or in connection with this Agreement or any SOW shall, to the extent practicable, be settled amicably by negotiation between the Parties represented by management of each Party, prior to either Party taking legal action. Notwithstanding the foregoing, however, either Party may seek provisional legal remedies if in such Party's judgment such action is necessary to avoid irreparable damage or preserve the status quo.

16. Miscellaneous.

16.1 Acknowledgment. Each Party has read this Agreement and has had an opportunity to consult legal counsel regarding the terms and conditions set forth herein.

16.2 Amendments. Modifications or amendments to this Agreement shall be in writing and signed by authorized representatives of both Parties. No course of dealing between or among any persons having any interest in this Agreement shall be deemed to change any part of this Agreement or any rights or obligations under this Agreement.

16.3 Assignment. This Agreement is binding upon the Parties hereto, their successors and assigns. Neither this Agreement, nor any part hereof, may be assigned by Contractor without the express written consent of IPC. This provision shall not preclude Contractor's use of IPC approved subcontractors in connection with completion of an SOW.

16.4 Compliance with Laws and Policies. Contractor shall comply with all applicable IPC's policies, as posted or otherwise communicated, and federal, state, and local laws. Contractor shall provide to IPC a current Statement on Standards for Attestation Engagements No. 16 (SSAE16), Service Organization Control 1 report, Type 2 (SOC 1, Type 2) during the Term of this Agreement and any extension or renewal of this Agreement.

16.5 Entire Agreement: Priority of Documents. This Agreement, together with any executed SOW(s), Change Order(s), exhibits, and addenda constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, writings, agreements and all other communications between the Parties (including invoices). The terms of this Agreement will govern in the event of any inconsistency or ambiguity between the terms of this Agreement and any terms related to the subject matter of this Agreement contained in any SOW, purchase order, service order or report, work order, invoice, shrink-wrap agreement, internet agreement, click-wrap agreement or other document. This Agreement shall govern in the event of any inconsistency between this Agreement and any of the documents listed herein. Section headings in this Agreement are for convenience only and in no way define, limit, construe, or otherwise affect this Agreement.

16.6 Independent Contractor Status. Contractor agrees and acknowledges that it is retained only for the purposes and to the extent set forth in this Agreement, and that the relationship of Contractor and Contractor's employees, agents or subcontractors at any tier to IPC during the term of this Agreement shall be that of an independent contractor. Neither Party shall be deemed an agent, partner, joint venturer, or employee of the other party. Contractor shall have the sole and exclusive control over its employees, agents or subcontractors at all tiers who provide Services to IPC hereunder, and over the labor and employee relations policies and policies relating to wages, hours, working conditions, or other conditions of its employees, agents or subcontractors.

Unless otherwise specifically authorized in writing by IPC and approved by IPC's Legal Department, a Contractor worker shall not perform Services for more than 1,500 hours in a year, and unless such written authorization is given, Contractor shall have no right to be paid for Services in excess of this amount. If Contractor is a former IPC employee, Contractor cannot start the Services until six months after the end date of employment with IPC. If Contractor is an IPC retiree covered by IPC's pension plan, Contractor is further limited to performing the Services for no more than 840 hours per year. **IF REQUESTED BY IPC, CONTRACTOR SHALL CERTIFY COMPLIANCE WITH THIS PARAGRAPH IN A FORM ACCEPTABLE TO IPC.**

16.7 Payment of Contractor's Personnel. Contractor agrees to be solely responsible for all compensation of Contractor's Personnel who provide Services to IPC hereunder and work on SOWs. Contractor's Personnel shall have no right or claim against IPC for workers' compensation, stock purchase plan, stock option, health and welfare, pension, retirement or other benefits arising out of the Services performed hereunder. Contractor agrees to be fully responsible for and to pay when due all federal, state and local taxes or contributions required under unemployment insurance, social security, income tax and other laws by virtue of the performance of Services hereunder, and further agrees to fully comply with all applicable statutes, rules, regulations and orders of any competent government authority. Contractor shall promptly pay subcontractors at all tiers the amount paid to the Contractor by IPC on account of each subcontractor's performance of the Services. Should Contractor withhold payment from any subcontractors, Contractor shall immediately notify IPC in writing, and IPC may withhold the same amount from Contractor until the dispute is resolved. IPC reserves the right to communicate directly with subcontractors at any tier regarding payment and to pay such entities directly or by means of multiple-payee checks as IPC deems necessary to protect its interests. Nothing in this Section shall be construed or interpreted to create a payment obligation of any kind between IPC and subcontractors at any tier

16.8 Governing Law and Venue. Enforcement and interpretation of this Agreement shall be in accordance with the laws of the state of Idaho notwithstanding its choice of law provisions. Venue shall be in Ada County, Idaho.

16.9 Non-Exclusive Agreement. This Agreement is not exclusive. Either Party may contract with other third parties for the receipt or provision of similar services.

16.10 Notices. All notices shall be in writing and sent: (a) by certified mail, return receipt requested, with postage prepaid, or (b) by a nationally-recognized express courier for delivery within two business days, with delivery charges prepaid. Notices shall be sent to the following addresses:

IPC:

Idaho Power Company
Attn:

Simultaneously to:

Attn: Legal Department
PO Box 70, Boise, ID 83707

Contractor:

16.11 Security, No Conflicts, Safety, and Cleanup. While performing Services for IPC, Contractor and its employees, agents or subcontractors at all tiers shall conduct themselves in a business-like manner, observe the rules, procedures, and policies of IPC with respect to security, access and conduct in the workplace, use of IPC resources, safety requirements and conduct required by federal or state law which are imposed by IPC in connection with the protection and operation of its facilities and employees. Contractor shall take reasonable and necessary safety precautions in performing the Services, and shall be responsible for the safety of its employees, agents, subcontractors at all tiers, and IPC.

16.12 Insider Trading. Contractor acknowledges that securities laws prohibit any person who has received material, non-public information about a company from purchasing or selling securities of such company or from communicating such information to any person while such information is non-public under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities. Contractor shall comply with all such laws.

16.13 Right to Audit. Contractor shall maintain books and accounts of the costs relating to the Services described in any SOW in accordance with generally accepted accounting principles and practices. Contractor's records shall be kept in such a manner and in sufficient detail to clearly disclose the nature and amount of the Services provided by Contractors, costs pertaining to any SOW, and the basis for charges or allocations to the SOW. Contractor shall retain all records and results of Services performed under this

Agreement for a period of not less than five years after completion of Contractor's Services. IPC shall have access to these books and accounts during normal business hours to the extent required to verify all costs and other information related to the Services for a period of five years after completion of Contractor's Services. At IPC's request, Contractor will deliver either the original or a copy of any and all field notes, investigative notes, tests, photos, records, calculations, summaries, reports, and records produced and collected by Contractor, Contractor's agents, employees, and subcontractors at any tier, in the course of performance of the Agreement. Contractor shall provide to IPC these same rights to audit in any contracts with others for performance of Services provided for by this Agreement.

16.14 IPC Property. Contractor, its employees, agents and subcontractors at all tiers shall return all IPC property (including, without limitation, security access cards, passwords, tokens, pagers and parking cards) issued to them for performance of Services once Services are completed or earlier upon request. Contractor shall be responsible for replacement cost of any unreturned property.

16.15 Time of Essence. Time is of the essence for this Agreement and each SOW. Contractor shall comply with all schedule requirements set forth in the SOW, and shall provide a schedule for the performance of the Services if requested by IPC and in a form requested by IPC.

16.16 Severability. Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law. If any provision is adjudged to be invalid, the remaining provisions in this Agreement shall remain in force.

16.17 Survival. Any obligation in this Agreement, which may involve performance subsequent to termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement, including without limitation, indemnification, confidentiality, insurance and warranty obligations, shall survive.

16.18 Waiver. Waivers of any right, privilege, claim, obligation, condition, or default shall be in writing and signed by the waiving Party. No waiver by a Party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach, and no

waiver by a Party of any right under this Agreement shall be construed as a waiver of any other right.

16.19 Attorney's Fees. In the event that legal action arises between the parties relating to this Agreement, an SOW, any Work Product, billing or any other reason related to this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs incurred in prosecution or defense of the legal action (including without limitation any fees on appeal).

16.20 Solicitation. During the term of this Agreement and for a period of one year thereafter, Contractor shall not solicit, hire or contract with any IPC employee associated with the Services performed pursuant to any SOW. Either Party may hire individuals employed by the other who respond to a general advertisement or general solicitation.

16.21 Force Majeure. Neither Party shall be liable for any delay in performance hereunder caused by: fire, flood, earthquake, elements of nature, riots, civil disorders, rebellions or revolutions in any country, changes in governmental rules, laws, regulations, ordinances, permits, or licenses, relating to the Services or any other cause beyond the reasonable control of such Party and not reasonably anticipated by such Party. A Party shall immediately notify the other Party in writing of the occurrence of any such event that will or may adversely affect the performance of the Party's obligations under this Agreement.

16.22 No Third Party Beneficiaries. No persons or entities, including without limitation, subcontractors at any tier, shall be or shall be deemed to be third-party beneficiaries of this Agreement.

16.23 Site Conditions; Hazardous Materials. Contractor acknowledges and agrees that it is aware of the site conditions, that it will immediately notify IPC in writing and stop performing Services if it encounters any Hazardous Materials on site, that it will be responsible for Hazardous Materials it delivers to the site, and that it will be liable for any damage or harm caused by the Hazardous Materials it delivers to the site. For purposes of this Agreement, "Hazardous Materials" means any substance or material which is defined as or included in the definition of "hazardous substances," "hazardous wastes," "extremely hazardous waste," "acutely hazardous waste," "restricted hazardous waste," "restricted hazardous waste," "toxic substances," or "known to cause cancer or reproductive toxicity," (or

words of similar import), petroleum products (including crude oil or any fraction thereof), or any other chemical, substance, or material which is prohibited, limited, or regulated under any federal, state, or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty now hereinafter in force regulating, relating to, or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health or safety, the environment, or natural resources. Contractor shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about IPC's premises without the prior written consent of IPC, which shall not be unreasonably withheld, provided Contractor demonstrates to IPC's satisfaction that such Hazardous Materials are necessary or useful to the Services Contractor is providing under this Agreement and will be used, kept, stored, and cleaned up in a manner that complies with all laws regulating any such Hazardous Materials so brought upon or used or kept in or about IPC's premises. Contractor will indemnify, defend, reimburse, and hold harmless Indemnitees, from, for, and against any and all Damages, whether actual or merely alleged and whether directly incurred or from a third party, including, without limitation, settlement costs, court costs, and attorneys' and expert witness fees and expenses, arising out of, or relating to any breach of this Section 16.23 or the violation of any law, ordinance, or regulation relating to Hazardous Materials.

16.24 No Endorsement: Unless otherwise specified in an SOW, Contractor shall not use IPC's name for any marketing or promotional purpose or explicit or implicit endorsement by IPC.

16.25 Inferred Services. Any labor, documentation, services, materials, or equipment that may be reasonably inferred from this Agreement or an SOW or from prevailing custom or trade usage as being required to produce the intended result of each SOW will be provided by Contractor whether or not specifically called for at no additional cost to IPC.

16.26 Standard of Performance. Contractor and its employees, agents, and representatives shall, and Contractor shall cause its subcontractors of all tiers to, perform all obligations under this Agreement in a prompt, diligent and workmanlike manner, and pursuant to a standard of care no less than the

standard of care followed by reputable professionals with national practices performing similar services on similar projects.

16.27 Coordination with Other Contractors. Contractor acknowledges and agrees that IPC may execute other contracts in connection with the Services. Contractor shall cooperate, schedule, and coordinate performance of the Services with the work of any separate consultants or contractors so as not to delay or interfere with their work or timely completion of the Services.

16.28 Costs. Unless explicitly stated otherwise, Contractor shall comply with all the requirements of this Agreement at its own expense and cost.

16.29 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, and which together constitute one and the same instrument.

AGREED AND ACCEPTED as of the Effective Date.

(CONTRACTOR NAME)

By: _____

Name: _____

Title: _____

Date: _____

IDAHO POWER COMPANY

By: _____

Name: _____

Title: _____

Date: _____