

AGREEMENT FOR STUDY SERVICES
BETWEEN
MIDCONTINENT INDEPENDENT SYSTEM OPERATOR, INC
AND
[CONSULTANT]

Project No. []

This Agreement for Study Services ("Agreement") is made effective as of the [] day of [] 20[], between the Midcontinent Independent System Operator, Inc., a non-profit, non-stock corporation organized and existing under the laws of the State of Delaware ("MISO"), and [] ("Consultant"). MISO and Consultant each may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, MISO has entered into an agreement for one of the following pursuant to Project No. [], a copy of which is attached to and incorporated into this Agreement as Exhibit 1 ("Study Agreement"):

- _____ Generation Interconnection System Impact Study;
- _____ Transmission Service Request System Impact Study;
- _____ Generation Interconnection Facilities Study;
- _____ Transmission Service Request Facilities Study;
- _____ Generation Interconnection Feasibility Study;
- _____ Generation Interconnection Optional Study;
- _____ Restudy (specify): _____; or
- _____ Other (specify): _____; and

WHEREAS, MISO has determined that it is necessary and desirable for Consultant to perform the [] [ABOVE] Study ("Study"), as set forth in the Study Agreement and this Agreement; and

WHEREAS, Consultant has represented that it is qualified, able, and prepared to provide such engineering and consulting services ("Services") to complete the Study;

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained in this Agreement, it is agreed:

ARTICLE I
RIGHTS AND OBLIGATIONS

1.1 Agreement. Except as otherwise set forth in this Agreement, Consultant hereby agrees to perform the Study according to the applicable terms set forth in: (i) the Study Agreement; and (ii) any additional terms set forth in this Agreement.

1.2 Conditions for Work. Consultant shall perform the Study in accordance with all provisions of this Agreement, in accordance with the scope provided in the Study Agreement and this Agreement, Good Utility Practice (as that term is defined in the Tariff), MISO Study Guidelines, and using MISO-provided or approved models for the Study.

1.3 Confidentiality of Information. Consultant acknowledges and agrees that, in performing its obligations under this Agreement it will have access to and receive information of a confidential nature from the MISO, transmission owners, and generators, and Consultant agrees to keep all such information confidential and not disclose such confidential information except on a need-to-know basis in order to complete its obligations under this Agreement.

1.4 Use of Media. Consultant acknowledges and agrees to not reference this Agreement, the subject matter of this Agreement, or any other work performed for the MISO in any written media releases or promotional materials without the MISO's written consent, which consent shall not be unreasonably withheld.

1.5 Conflicts. In the event of a conflict between the body of this Agreement and any attachment or exhibit hereto, the terms and provisions of this Agreement shall prevail and be deemed to be the final intent of the Parties.

1.6 Ownership of Study. MISO shall own all right, title, and interest in all Studies. Consultant expressly acknowledges and agrees that such Studies constitute "works made for hire" under federal copyright laws (17 U.S.C. § 101 et seq.) owned exclusively by MISO, and, alternatively, Consultant hereby irrevocably assigns to MISO all of Consultant's rights in such Studies. Consultant will cooperate and assist MISO as may be reasonably necessary to document, secure, or register MISO's ownership in the Studies.

If ownership of any Studies does not result by operation of law as provided in this Section, Consultant assigns, and shall cause its employees, agents, and consultants to assign, without further consideration, the ownership thereof, including all associated intellectual property rights inherent therein or related thereto, as necessary. Consultant agrees to perform, upon the reasonable request of MISO, such further acts as may be necessary or desirable to transfer ownership of, and to perfect and defend, the Studies. Consultant shall keep written agreements sufficient to give effect to the terms of this Section with its employees, agents, and consultants who render Services under this Agreement.

ARTICLE II SCOPE OF AUTHORIZATION

2.1 Project. This Agreement is executed between the Parties pursuant to the Study Agreement for Project No. [REDACTED], dated the [REDACTED] day of [REDACTED] 20[REDACTED].

2.2 Scope of Authorization. Consultant is an independent consultant and is the entity responsible for performance of the Study, pursuant to Project No. [REDACTED]. Consultant has submitted a proposal for consideration by MISO ("Proposal"), attached hereto as Exhibit 2. MISO has accepted Consultant's Proposal in its entirety, except as modified under the Scope of

Work, attached hereto as Exhibit 3, and as further agreed by the Parties under the Additional Terms, attached hereto as Exhibit 4. Consultant agrees to perform the Study pursuant to the terms of this Agreement, provided that both MISO and Consultant have duly signed all such documents indicating their acceptance of the terms therein.

2.3 Authority. MISO is a Regional Transmission Organization with member transmission owners operating in several reliability regions including MRO, RFC, SPP, and SERC. This project is located in the [REDACTED] Reliability Region. The MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff (“Tariff”) requires that this Study be performed in accordance with MISO procedures and Regional Reliability criteria.

2.4 Approval and Authorization. Consultant is hereby authorized to perform the work outlined herein, in accordance with all requirements of this Agreement.

2.5 Schedule. Consultant shall provide the Study to MISO on or before [REDACTED]. Time is of the essence in this Agreement. Consultant shall notify MISO as soon as possible of expected or realized delays from agreed upon timelines, whether excused or not. No changes in timelines shall be allowed without agreement by MISO, Consultant, and the party requesting the study from MISO.

2.6 Payment Terms. This Agreement will be invoiced on a time-and-material basis with an agreed cap of \$ [REDACTED]. The cost estimates, rates, prices, listed in this Agreement shall not be exceeded and are not subject to increase unless approved in writing by an authorized MISO representative.

ARTICLE III ADDITIONAL TERMS

In addition to the terms set forth herein and in the Study Agreement, the Parties agree to the following terms:

3.1 Effective Date and Term. This Agreement shall become effective on the day and year set forth above. The term shall be for the duration of the Study, unless either Party elects to terminate this Agreement, for any reason, upon giving thirty (30) days written notice, or unless otherwise terminated pursuant to the provisions of this Agreement.

3.2 Force Majeure. Neither Party is liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond that Party’s reasonable control, and the Party makes all reasonable efforts to perform, and any applicable deadlines for performance shall be extended for a number of days equal to the duration of such events or conditions. A Party claiming such an event or occurrence shall notify the other Party immediately in writing and not later than forty-eight (48) hours after the event or occurrence. The following shall not constitute or cause a force majeure event or condition: a negligent act or omission, intentional wrongdoing, or lack of credit or economic hardship.

Formatted: Font: Bold

Formatted: Highlight

Formatted: Font: Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Font: Bold

Formatted: Font: Bold

3.2 Payment. MISO shall remit appropriate amounts to Consultant in accordance with the payment schedule established in this Agreement and any attachment or exhibit hereto upon receipt of a properly submitted invoice. Consultant shall invoice within thirty (30) days upon completion of the Study or notification of withdrawal of the Project. In the event of a good faith dispute regarding any portion of an invoice, MISO may withhold such disputed portion pending final resolution of the disputed amount. In the event that any invoiced items are disputed, the undisputed items shall be paid within thirty (30) days of receipt of the invoice, and the disputed items shall be paid within thirty (30) days after resolution of the dispute. MISO shall be entitled to withhold any amounts invoiced for taxes that are not applicable as a result of MISO's tax-exempt status.

3.3 Independent Contractor. Consultant acknowledges and agrees that, in performing its obligations under this Agreement, it is an independent contractor and not an employee of MISO for any purpose; nor does Consultant have authority, express or implied, to act as an agent for MISO; nor, by entering into this Agreement, do MISO and Consultant intend to become partners or to enter into a joint venture.

3.4 Standard of Performance. In performing its obligations under this Agreement, Consultant shall act at all times in a competent and diligent manner, shall comply with the terms of this Agreement and the applicable terms set forth in the Study Agreement, shall comply with all applicable terms of the MISO Tariff, shall follow Good Utility Practice (as that term is defined in the Tariff) and shall comply with all applicable laws, rules, and regulations. Consultant shall complete the Study required in Exhibit 1 in accordance with the schedule established in this Agreement and any attachment or exhibit hereto and shall provide MISO with a final report as set forth in Exhibit 1 by the same date.

3.5 Warranty. Consultant represents and warrants to MISO that the Study shall be performed in strict accordance with this Agreement, including Section 3.4 above, and all exhibits attached hereto. Should any error in the Study or the Services provided under this Agreement that is the result of Consultant's negligence or intentional wrongdoing become apparent to MISO within six (6) months from the date the Study and/or Services are provided, Consultant shall, upon prompt written notification from MISO and at no additional cost to MISO, re-perform the portion of the Study and/or Services in which any such error was found using then-current, up-to-date data provided by MISO.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

The remedies provided in this Section 3.5 are MISO's exclusive remedies and Consultant's sole liability for any failure of the Study or the Services to conform to any warranty.

3.6 Indemnification. Consultant shall indemnify and hold harmless MISO from any and all claims, actions, causes of action, costs, loss, liability, judgments, or liens (including reasonable

attorney's fees) arising out of any negligent or intentional acts or omissions of Consultant, and/or Consultant's officers, directors, agents, employees, and contractors, while performing the obligations set forth in this Agreement. If MISO seeks to be indemnified, reimbursed and/or held harmless under any of the defense and indemnification provisions of this Agreement, MISO shall (i) provide Consultant with prompt written notice of the claim giving rise to such demand, summarizing the allegations giving rise to the claim; (ii) grant Consultant with reasonable authority and control over the defense and/or settlement of such claim; and (iii) reasonably cooperate with Consultant and its agents in defending and/or settling such claim at Consultant's expense. MISO shall have the right to participate in the defense and/or settlement of any covered claim by using attorneys of its own choosing at its own expense. The obligations set forth in this paragraph shall survive termination of this Agreement.

3.7 Limitation of Liability. Except as otherwise provided herein, either Party's aggregate liability on all claims of any kind for all losses or damages arising out of or relating to the Study and/or Services will in no case exceed the total of three (3) times the amount paid by MISO to Consultant under this Agreement. Neither Party shall be liable to the other under this Agreement for any special, incidental, consequential, reliance, or indirect damages, including without limitation lost sales, profits, savings or revenue, increased cost of operations, or claims of either Party's third party customers for such damages (some States do not allow the exclusion or limitation of incidental or consequential damages, so such limitation or exclusion may not apply).

3.8 Force Majeure. Neither Party is liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond that Party's reasonable control, and the Party makes all reasonable efforts to perform, and any applicable deadlines for performance shall be extended for a number of days equal to the duration of such events or conditions. A Party claiming such an event or occurrence shall notify the other Party immediately in writing and not later than forty-eight (48) hours after the event or occurrence. The following shall not constitute or cause a force majeure event or condition: a negligent act or omission, intentional wrongdoing, or lack of credit or economic hardship.

3.9 Choice of Law. This Agreement and the Study Agreement shall be interpreted, construed, and governed by the laws of the State of Indiana, without regard to conflicts of laws principles. The obligations set forth in this Section shall survive termination of this Agreement.

3.10 Assignment or Subcontracting. Consultant has no authority to subcontract, sublet, assign, or otherwise dispose of this Agreement, or any portion of this Agreement, without the prior written approval of MISO.

3.11 General. This Agreement, including its exhibits, represents the entire understanding of the Parties and supersedes all prior conversations, representations, agreements, and other communications. This Agreement may be amended only by written instrument signed by authorized representatives of both Parties. In the event that any provision of this Agreement or the Study Agreement is determined to be invalid or unenforceable, then to the extent that such provision is invalid or unenforceable, it shall not affect the validity or enforceability of any other provision of this Agreement. Neither termination nor expiration of this Agreement for any

reason shall release either Party from liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed will survive such termination or expiration, or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration. The headings of the sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers or agents on the respective date(s) written below.

MISO:
Midcontinent Independent System
Operator, Inc.

By: _____
Signature

Printed Name

Title

Date

Consultant:

By: _____
Signature

Printed Name

Title

Date

Exhibit 1

Study Agreement

The fully-executed Study Agreement between MISO and the Interconnection Customer for Project No. [REDACTED] is on file with MISO and is available upon request.

Exhibit 2

Consultant's Proposal

Exhibit 3

Scope of Work

Exhibit 4
Additional Terms