



**OREGON
COMMUNITY SOLAR
PROGRAM**

RFP for 3rd Party Interconnection Reviewer Services

June 15, 2020

Due: June 30, 2020

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Background

On October 29, 2019, the Oregon Public Utility Commission (OPUC) adopted a set of six near-term solutions to help ensure Community Solar Program (CSP) interconnections are fair and functional (IX Solutions).¹ In developing the IX Solutions, Staff provided the following findings.^{2, 3}

- Stakeholders in CSP and other proceedings, such as UM 2000 Investigation into PURPA Implementation, are concerned about the ability to verify the conclusions of the interconnection studies performed by the utility—including the upgrades identified as necessary, the utility’s consideration of alternative solutions to the upgrades, and the costs quoted for those upgrades.
- The ability to verify the upgrades and cost estimates in utility interconnection studies is a more acute barrier for CSP project development, given the opportunity that the program creates for less sophisticated entities to participate in solar generation.
- Parties raised several technical solutions to mitigate CSP interconnection upgrade costs in the development of the IX Solutions, but parties did not have enough time and technical sophistication to reach a conclusion (with the exception of allowing low-side metering for small projects).
- CSP provides a limited universe of projects, with distinctive policy directives, through which the Commission can explore the value of third-party review services and generate data to support longer-term efforts to improve interconnection practices, such as Docket Nos. UM 2032 and UM 2005.

At the time of OPUC Staff’s (Staff) IX Solution recommendations, parties lacked insight into the cost, scope, and availability of third-party interconnection services. Therefore, the Commission directed Staff to issue a Request for Information (RFI) to determine whether the benefits would outweigh the costs and how those costs should be allocated.⁴

Consistent with OPUC Order No. 19-392, Staff issued an RFI for third-party expert interconnection study review services available to prospective CSP generators. Based on the RFI results and continued learnings across DER-related efforts, Staff finds that 1) third-party review services are available at a reasonable cost; and 2) OPUC Staff should work with the Program Administration

¹ See UM 1930 Community Solar Implementation, Commission Order No. 19-392, November 8, 2019, p. 5 and Appendix A, pp. 14-15.

² Id.

³ Staff notes that there was no opposition to this recommendation and the joint utilities provided the following comments, “The Joint Utilities stand behind their interconnection studies and do not think third-party review is likely to alter the study outcomes or facilitate CSP interconnection at reduced cost. However, the Joint Utilities understand that there is a perceived lack of confidence in utility interconnection studies generally and would not object to third-party review of studies if Staff determines that such review is necessary to help aid understanding and decrease confusion and suspicion.” See UM 1930, Idaho Power Company, PacifiCorp, and PGE’s Joint comments on Staff proposal, October 15, 2019, p. 11.

⁴ See UM 1930 Community Solar Implementation, Commission Order No. 19-392, November 8, 2019, Appendix A, p. 15.

(PA) Team to seek cost-competitive third-party interconnection review services in line with the scope proposed in this draft proposal.⁵

On June 3, 2020, Order No. 20-185 adopted Staff's final proposal for the Program Administrator to hire independent third-party interconnection review services for the Community Solar Program, and the Commission's requirements are included herein.

Key Objectives

Interconnection studies are needed for prospective CSP generators as a means of validating upgrades, including cost estimates of upgrades, before a CSP project can be implemented. An OPUC RFI found that third-party interconnection studies were the best path forward. Based on information from the RFI, OPUC is seeking qualified organizations capable of performing interconnection studies necessary ahead of implementing a CSP project. Most interconnection studies will consist of straightforward review of utility system impact studies and coordination between utility engineers and CSP Project Managers (PM). However, more in-depth assistance may be required. These more comprehensive reviews will require additional analysis, including recreation of utility system studies. More details on both types of studies are found in the Scope of Work below.

Scope of Work

The main task for the selected Consultant shall be the ability to perform a Standard Review for potential CSP projects (Task 1.1 through Task 1.4 below). However, the Consultant shall expect to complete Enhanced Reviews should the need arise (Task 2.1 and Task 2.2 below). Standard and Enhanced Reviews are described in more detail below:

Standard Review: Tasks will consist of reviewing existing studies and public data, and coordinating between the PM, utility engineers, and PA Team. The Standard Review is less time intensive than the Enhanced Review but is expected to be the majority of work completed by the Consultant. All deliverables due as agreed upon by PM, consultant and PA team.

Enhanced Review: It consists of recreation of utility analysis, using models provided by utility or the third-party's models. Other tasks that may be included in the Enhanced Review include participating in early stages of the interconnection process to review the details of the project and provide guidance during technical discussions with utilities. This support is critical for understanding implications of project size and configuration which will inform proposed interconnection upgrades. Consultant's expertise during this stage is intended to ensure major interconnection upgrades are avoided or understood upfront to reduce the chances of projects being abandoned due to unforeseen economic hardships. Consultant will also coordinate with OPUC staff, PM, and PA Team on the exchange of additional data with utility. An Enhanced Review will also likely require extended

⁵ For an example of continued learnings in other dockets See UM 2005, Spark Northwest's Presentation for Workshop 3, February 26, 2020, slides 7 and 8.

rounds of utility communication support as requested by the PM. All deliverables due as agreed upon by PM and consultant.

Selected Consultant shall work with OPUC, PA Team, and CSP PMs as needed; however, the main tasks are outlined below.

Standard Review

Task 1.1: Review Utility Impact Study

Consultant shall review utility system impact study or other applicable utility analysis⁶ and other publicly available data, such as system data posted to OASIS and other publicly available interconnection studies. Consultant shall produce a report within 10 business⁷ days of the request from the PM, endorsed by a licensed professional engineer, that identifies and includes, but is not limited to:

- Practices or assumptions that deviate from administrative rules, national code, or industry standards, such as minimum daytime load assumptions used in screening for CSP interconnection eligibility and identifying interconnection upgrades.
- Alternative technologies or other solutions that could safely and reliably mitigate or reduce the cost of upgrades.
- Upgrade cost estimates that deviate more than 25 percent from industry standards.⁸

Deliverables:

1. Report on utility system impact study and other publicly available data due 10 business days from the request of the PM.

Task 1.2: PM Support and Coordination with Interfacing Utility

Consultant shall provide support and guidance as requested by the PM with interfacing utility. The objective of the Consultant's interactions is to reach agreement between the PM, utility, and Consultant—either that the utility practices and assumptions are reasonable; or that the utility will modify the interconnection upgrades assigned to the project. Specific tasks include but are not limited to:

⁶ This is to allow access to Project Managers in the traditional queue or CSP queue that have already progressed past the system impact study stage to benefit from third-party review services.

⁷ This timeline is based on PacifiCorp's Large Generator Interconnection Agreement which states that "Within ten (10) Business Days of providing an Interconnection System Impact Study report to Interconnection Customer, Transmission Provider and Interconnection Customer shall meet to discuss the results of the Interconnection System Impact Study." See PacifiCorp Open Access Transmission Tariff, p. 157.

⁸ This threshold is intended to target the identification of irregular cost estimates. It is based on the net metering rules OAR 860-039-0040(4)(b) that require the utility to provide a non-binding, good faith estimate of the cost of the modifications, which must be accurate to within plus or minus 25 percent.

- Participate in discussions with the PM and utility engineers and other staff, as requested by the PM. The consultant must attend a minimum of two meetings as requested by the PM.
- Provide guidance to the PM to support email communications with the utility related to verifying the results of the system impact study.

Deliverables:

1. Participation and attendance at meetings between PM and utility staff, as requested by the PM.
2. Other deliverables and due dates as agreed upon between PM and Consultant.

Task 1.3: Report to OPUC

Consultant shall develop a non-binding, information-only report for OPUC within 30 days of conclusion of services. The consultant shall use a standardized template provided by the Program Administrator that summarizes the results of review and utility coordination efforts and may provide additional observations to support longer-term efforts.

In addition to developing and delivering the report to OPUC, Consultant shall also ensure all reviewed materials and documentation of coordination with the utility will be available to OPUC and the PA Team. If Consultant does not receive at least 10 requests to review studies within the duration of the contract—including at least one study from PGE and PAC—OPUC and the PA Team may ask the consultant to review a sample of publicly posted studies and report to the Commission, in an audit-like capacity.

Deliverables:

1. Report to the OPUC which summarizes results of review and documents utility coordination effort, due within 30 days of conclusion of services.
2. Other deliverables and due dates as agreed upon between PM and Consultant.

Task 1.4: Coordination with PA Team

Consultant shall coordinate with PA Team by providing updates to ensure PA Team is aware of efforts, status of projects, and issues:

- Consultant shall provide bi-weekly status updates on open reviews to the PA Team.
- Consultant shall help identify gaps or improvements in PM resources.

Deliverables:

1. Bi-weekly status updates on open reviews.

Enhanced Review

Task 2.1: Development of Utility Impact Study

As part of the Enhanced Review, the PM can request the consultant to recreate utility analyses, using models provided by utility or third-party models. Consultant may also produce a report that identifies and includes, but is not limited to:

- Practices or assumptions that deviate from administrative rules, national code, or industry standards.
- Alternative technologies or other solutions that could safely and reliably mitigate or reduce the cost of upgrades.
- Upgrade cost estimates that deviate more than 25 percent from industry standards.

Consultant shall coordinate with OPUC and PA Team throughout this process to keep them updated on the exchange of additional data with utility.

Deliverables:

1. Updated utility system impact study.
2. Report on updated utility system impact study and other publicly available data.
3. Bi-weekly status updates on open reviews.

Task 2.2: PM Support and Coordination with Interfacing Utility

Consultant shall provide support and guidance as requested by the PM with interfacing utility. The objective of the Consultant's interactions is to reach agreement between the PM, utility, and Consultant—either that the utility practices and assumptions are reasonable; or that the utility will modify the interconnection upgrades assigned to the project. Specific tasks include but are not limited to:

- Participate in discussions with the PM and utility engineers and other staff, as requested by the PM. The consultant must attend a minimum of two meetings as requested by the PM.
- Provide guidance to the PM to support email communications with the utility related to verifying the results of the system impact study.

Deliverables:

1. Participation and attendance at meetings between PM and utility staff, as requested by the PM.
2. Other deliverables and due dates as agreed upon between PM and Consultant

Progress Reports

Monthly progress reports describing progress toward completion of the work outlined above until the end of the Project.

Budget

Consultant shall provide a fixed price in Attachment A. However, Standard Reviews are capped at \$5,000 each. Enhanced Reviews review do not have a price cap, but evaluation of submissions will consider time and material rates.

Terms and Conditions

Terms and Conditions can be found in Attachment B. Consultant shall outline any objections to the Terms and Conditions in their submission.

Submission Requirements

1. Detailed qualifications and staffing plan for both standard and enhanced reviews, including resumes and roles for key staff.
2. Highlight any relevant experience, including;
 - a. Knowledge of and access to equipment cost data:
 - b. Working knowledge and familiarity with the following codes rules and standards:
 - i. National Electric Code
 - ii. National Electricity Safety Code
 - iii. IEEE 1547-2003 (and as updated)
 - iv. Oregon Interconnection Rules
 - c. Expertise in power systems engineering that includes:
 - i. Interconnection of solar photovoltaic systems
 - ii. Substation protection
 - iii. Distribution system modelling
 - iv. Transmission planning
3. Narrative on approach to scope of work (not to exceed 5 pages)
 - a. Consultant may propose additional/replacement items to scope not already identified based on experience
4. At least two (2) references
5. Estimated fixed price cost per Standard Review and staff rates for Enhanced Review evaluation, using template provided
6. Estimated schedule and timeline
7. Statement of any exceptions requested from Energy Solutions Terms and Conditions,
8. Consultant must identify any potential conflicts of interest, including performing engineering analysis for PGE, PAC or IPC in the past five (5) years.

Evaluation Criteria

Eligible and completed bids will be scored with a focus on price, relevant experience (more years and more specific to the Oregon utilities), and an understanding of the insights Staff is seeking through the review.

Minimum Qualifications

Consultant must meet minimum qualifications to be considered.

- Consultant must have at least five (5) years of experience reviewing or performing utility generator interconnection studies for solar generators, including those in the size range over 1 MW and under 20 MW.
- The key personnel participating in the review services must include a licensed electrical engineer in the State of Oregon.
- All licenses/memberships must be active and in good standing.
- Bidder must agree not to perform engineering analysis for PGE, Pacific Power, or Idaho Power while under this contract.

Criteria	Points
Pricing	30
Qualifications/Experience	40
Approach to Scope	30
Total	100

Schedule for Response (Subject to Change)

Date	Activity
Release RFP	June 15, 2020
Q&A Deadline	June 19, 2020
Q&A Responses	June 23, 2020
Close RFP	June 30, 2020
Select winning bid(s)	July 7, 2020
Finalize contract and launch services (target date)	July 22, 2020

Questions should be submitted to curaine@energy-solution.com no later than June 19, 2020 at 5 pm PT with the title *3rd Party Interconnection Reviewer Services*.

Final proposals should be submitted in PDF format to curaine@energy-solution.com no later than June 30, 2020 at 5 pm PT.

Attachment A. Budget Template

Consultant shall provide a breakdown on cost estimates for each task in the below. Breakdown shall include total fixed price budget for a Standard Review, as well as hourly labor rates for 2020 and 2021.

Projects must commit to covering some or all of the costs of the services. Staff and the PA Team have identified an initial \$50,000 matching fund budget within the existing budget under the PA's not-to-exceed budget cap. For the Standard Review, CSP funds will cover 50% of the costs for PMs that are non-profit or public entities (community-based projects), and 25% for non-community-based projects. CSP administrative funds will not cover more than \$2,500 per standard review.

Enhanced Review will be fully funded by the PMs.

The PA Team will facilitate cost sharing coordination on behalf of the Consultant.

Submittal Organization:

Standard Review Fixed Price: \$_____

Enhanced Review Rates:

Labor Category	2020 Rate	2021 Rate

Attachment B. Terms and Conditions

CONTRACT FOR SERVICES AGREEMENT # [XXXX]

This Contract for Services Agreement (“Agreement”) is made and entered into effective [Month] [DD], [YYYY] (“Effective Date”), by and between Cohen Ventures, Inc., dba Energy Solutions, a California corporation (hereinafter referred to as “Energy Solutions”), and [Contractor full legal name and dba, if any] (hereinafter referred to as “Contractor”). Each of Energy Solutions and Contractor may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A Energy Solutions wishes to retain Contractor to support the development of and implementation of the work for Energy Solutions and one or more of its clients.
- B Contractor has experience and expertise in providing the required services.
- C Contractor desires to provide such services to Energy Solutions pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Services.** Energy Solutions agrees to engage Contractor and Contractor agrees to undertake, carry out, and complete in a satisfactory and proper manner certain work and services (the “Services”) set forth in the one or more Task Orders (each a “Task Order” and collectively, the “Task Orders”), which may be amended and/or supplemented from time to time by mutual consent in writing of Contractor and Energy Solutions with each additional Task Order. Each Task Order shall be incorporated into and become part of this Agreement and be governed by the provisions of this Agreement. Each Task Order defines the project, description of Services, time of performance, compensation, required resources, and reporting requirements. In the event of a conflict between the terms and conditions of this Agreement and a Task Order, the provisions of the Agreement shall prevail unless the Parties have obtained the express written consent of authorized signatories of each Party to deviate from the terms and conditions of the Agreement for a particular Task Order.
2. **Contract Relationships.** Contractor through this Agreement will often be providing its Services as a subcontractor to Energy Solutions, under the terms of one or more written agreements that Energy Solutions enters into with one or more clients of Energy Solutions, which agreement(s) are referenced hereunder as the “Prime Contracts.” For each Prime Contract that Contractor is providing its Services (i.e., as subcontractor to Energy Solutions vis a vis this Agreement), Contractor hereby agrees to be bound to the terms, conditions, and standards in which Energy Solutions is required to perform under the applicable Prime Contract to the extent such terms, conditions and standards of such Prime Contract are more stringent than those contained in this Agreement, unless Energy Solutions agrees otherwise in writing. To the extent the terms, conditions and standards of this Agreement are more stringent on Contractor, the terms, conditions and standards of this Agreement shall govern. [By way of example, if the minimum amounts of liability insurance required under a

Prime Contract are higher than what is required in this Agreement, Contractor shall obtain and maintain the higher minimum amount required under the Prime Contract during the duration of such Prime Contract.] Notwithstanding the foregoing, in no event shall the terms of Contractor's compensation as agreed to in this Agreement be amended or modified by the terms of the Prime Contract without the written approval of Energy Solutions and Contractor. Contractor covenants to perform its Services with respect to each Prime Contract in a manner that will not cause Energy Solutions to be in breach or default under such Prime Contract. In the event Contractor's act or omission (or its subcontractor's act or omission) results in Energy Solution's breach or default of a Prime Contract, Contractor shall be deemed to be in breach and default of this Agreement.

3. Work Coordination.

A On each Task Order, Energy Solutions shall designate in writing a Project Coordinator who is authorized to act on behalf of Energy Solutions. The Project Coordinator and Contractor will coordinate with each other in the execution of each Task Order (including any modifications or supplements to any given Task Order), and the Project Coordinator will use commercially reasonable efforts to cooperate with Contractor and to provide information to Contractor and to make decisions on behalf of Energy Solutions that are necessary for the implementation and execution of each Task Order and Contractor's performing its Services.

B Unless otherwise specified in writing, Energy Solutions shall be responsible for coordinating the work of Contractor with the work of any other consultants or contractors. To the extent permitted hereunder, Contractor shall be responsible for supervising and coordinating the work of consultants, employees or subcontractors used by Contractor to perform the Services under this Agreement.

C Energy Solutions shall provide Contractor with access to all premises, documents, information and other things reasonably necessary or helpful for Contractor to perform the Services and shall cooperate in good faith with Contractor to ensure timely completion of the Services.

4. Changes to Services. Contractor may request a change order (each a "Change Order"), in writing or by e-mail to the Project Coordinator, in the event of actual or anticipated change(s) to the agreed scope of Services, schedule, budget, or any other aspect of the Task Order. Absent a Change Order signed by the Parties, Contractor shall not be bound or authorized to perform any additional or out-of-scope services beyond what is stated in the Task Order, and Energy Solutions shall not be bound to compensate Contractor for any additional or out-of-scope services beyond what is stated in the Task Order. A Change Order shall state the following: (a) the original approved scope of Services; (b) the requested change; (c) the reason for the requested change; and (d) how the proposed change will remain consistent with Energy Solutions' or its clients' goals. The Parties agree to negotiate all Change Order requests expeditiously and in good faith.

5. Time of Performance. For each Task Order, Contractor shall begin performance of such Services as specifically set forth in the applicable Task Order. Contractor agrees to perform the work thereafter diligently to completion in accordance with budgets and schedules set forth in the respective Task Order(s). All work and reports required from Contractor shall be provided to Energy Solutions in a timely and complete manner so that Energy Solutions will have sufficient time to incorporate them into the reports and deliverables required under the Prime Contracts. Such Services shall be undertaken by Contractor in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement and the specific Task Order.
6. Subcontractors.
 - A Contractor may not subcontract any of the Services it is obligated to perform under this Agreement without the prior written approval of Energy Solutions, which approval may be given at Energy Solutions' sole discretion. Any approval of a subcontractor by Energy Solutions may be conditioned upon Contractor contractually requiring each subcontractor to be bound by terms and conditions substantially equivalent to the terms and conditions of this Agreement including, without limitation, the confidentiality and data security obligations set forth in Sections 26 and 27 of this Agreement.
 - B Contractor shall, at all times, be responsible for the work, and acts and omissions, of subcontractors and persons directly or indirectly employed by them in connection with the work. Contractor will remain solely responsible to Energy Solutions for the proper completion of any Services performed by subcontractors.
 - C This Agreement shall not constitute a contractual relationship between any subcontractor of Contractor and Energy Solutions or its clients nor any obligation for payment to any subcontractor. Energy Solutions shall not have any obligation to pay or be responsible in any manner for any compensation to the subcontractor.
 - D Upon Contractor's termination of any such subcontractor that is permitted hereunder, Energy Solutions shall be notified immediately.
7. No Guarantee of Work. Notwithstanding anything to the contrary, this Agreement does not guarantee the Contractor any work nor is there any guarantee by Energy Solutions to Contractor as to any volume or duration of work.
8. Compensation and Method of Payment.
 - A Energy Solutions will pay Contractor the compensation for the Services set forth in the applicable Task Order. Except as otherwise expressly set forth in a specific Task Order, Contractor shall be compensated on a time and materials basis for all Services to be rendered under this Agreement. Contractor shall be paid in arrears, based upon invoices submitted by Contractor to Energy Solutions. If a Task Order sets forth progress payments that are due when given tasks or milestones are completed, the full amount of the progress payment due upon completion of the task or milestone shall then become payable to Contractor at that time, without deduction, subject to invoicing and payment timing terms described below. Payments to Contractor for Services under this Agreement will be subject to Energy Solutions first receiving payment from Energy Solutions' client

when Energy Solutions is invoicing such work by Contractor to such client. Energy Solutions shall pay Contractor for all approved invoices within seven (7) business days of receiving payment from such client. If Energy Solutions' client discounts such payment to Energy Solutions per the terms of the relevant Prime Contract, Energy Solutions shall apply the same discount to the payment to Contractor. For work that is not billable to an Energy Solutions' client, Energy Solutions shall pay Contractor for all approved invoices within thirty (30) business days of receipt of a correct invoice.

B For Contractor's work billable to Energy Solutions' clients, Contractor shall submit to Energy Solutions invoices for payment once a month within seven (7) calendar days of month end. Each invoice shall specify the Task Order, and shall specify in detail the Services performed, the names of Contractor's personnel who performed the Services set forth in the Task Order, their respective hours worked and labor rates together with reimbursable costs and other allowable charges itemized. Energy Solutions shall review Contractor's invoices, and Contractor shall provide any supporting documentation reasonably requested by Energy Solutions and make any corrections to invoices as may be requested by Energy Solutions from time to time.

9. Stop Work Procedures. Energy Solutions may suspend Contractor's work for any reason by notifying (orally or in writing) the Contractor to suspend the work. Contractor shall stop work immediately until further written instruction by Energy Solutions. Upon any suspension of work, Energy Solutions shall, within a reasonable time thereafter, instruct Contractor in writing on how to proceed thereafter, and Contractor shall follow such instruction.

10. Responding To Client and Third Party Complaints. Contractor shall promptly notify Energy Solutions in writing (email or hard copy letter) of any complaint that Contractor receives from an Energy Solutions' client (or a customer of such client) whether such complaint is against Contractor or Energy Solutions. Contractor shall work with Energy Solutions to promptly address and alleviate such complaints, as appropriate.

11. Responding To Requests for Information. During the term of this Agreement, the parties shall respond to all requests for information from the other party, in a timely fashion, but no later than five (5) business days after the date the information is requested, unless the party asks for an extension of time and such extension of time is granted by the requesting party(ies). Parties are expected to request only such information that is relevant and necessary for the performance of obligations of this Agreement and to meet and confer in an effort to resolve disagreements about requests for information before seeking guidance from Energy Solutions' clients, if applicable.

12. Marketing Materials and Other Published Materials. Prior to any release or publication to a third party, Contractor shall submit to Energy Solutions all marketing and other materials for publication that Contractor develops in the course of providing its Services, and such materials may not be released or publicized without the prior written approval of Energy Solutions. Except as approved in writing by Energy Solutions and its clients, if applicable, Contractor shall not use or reference Energy Solutions or its client's names or logos on published materials developed under this Agreement. Contractor further agrees not to state or

imply to third parties that Energy Solutions' or its client(s) have endorsed or approved Contractor or its work. Subject to any confidentiality and non-disclosure obligations of Contractor and/or Energy Solutions under this Agreement and any Prime Contract, Contractor may make reference to a particular project as a part of Contractor's work experience/qualifications for future work of a similar nature without specific reference to locations or facilities or identifying the client unless that information has already entered the public record.

13. Time is of the Essence. The Parties hereby acknowledge that time is of the essence in performing the duties under this Agreement. Failure to comply with stated deadlines or milestones may result in termination of this Agreement, payments being withheld, or other program modifications as directed by Energy Solutions.
14. Compliance with Applicable Laws. Each Party shall comply with all applicable federal, state and local laws, rules and regulations, and shall obtain all applicable licenses and permits for the conduct of the work.
15. Warranty. Contractor represents and warrants to Energy Solutions that Contractor will perform its Services in a professional manner and with the degree of skill and care that is consistent with current, good and sound professional procedures and practices. Performance of the Services in a professional manner includes, but is not limited to, meeting the requirements of the Prime Contract(s) under which Energy Solutions is obligated to perform services for its client, and failure to do so shall constitute a material breach of this Agreement.
16. Safety Precautions and Protection of Property. Contractor shall plan and conduct the work to safeguard persons and property from injury. Contractor shall direct performance of the work in compliance with reasonable safety and work practices and applicable federal, state and local laws, rules and regulations, including but not limited to, "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and the California Division of Occupational Safety and Health.
17. Insurance. Contractor shall maintain (and cause its subcontractor(s) to maintain) at all times during this Agreement the insurance coverage set forth below; provided, however, if any Prime Contract requires additional coverage or higher minimum limits, Contractor shall maintain such coverage so as to not cause Energy Solutions to be in breach of such Prime Contract.
 - A Commercial General Liability. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions and shall include contractual liability coverage. The limit shall not be less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury, property damage and personal injury (such coverage to be afforded utilizing one or more commercial general liability and/or umbrella liability policies).

- B *Business Auto.* Unless otherwise waived by Energy Solutions, Coverage shall be at least as broad as the Insurance Services Office (ISO) covering Automobile Liability with limits not be less than \$1,000,000 each accident/\$2,000,000 aggregate for bodily injury and \$500,000 each accident/\$2,000,000 aggregate for property damage.
- C *Professional Liability.* Professional liability (aka errors and omissions) insurance providing limits of not less than \$2,000,000 per occurrence.
- D *Cyber Liability.* Unless otherwise waived by Energy Solutions, Cyber liability (aka network security) insurance coverage in the amount of not less than \$1,000,000, which policy will not include an exclusion for security breaches.

E If Contractor has employees during the period of this Agreement, Contractor shall maintain the following insurance coverage in addition to the coverage described above:

Workers' Compensation and Employers' Liability. (i) Workers' Compensation insurance with limits no less than as required by applicable laws, and (ii) Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

F *Policy Requirements.* Any policy of insurance required hereunder (i) shall be issued by a financially responsible insurance company licensed and authorized to do business in the state where the project is located; (ii) shall provide that such policies shall not be subject to cancellation except after at least 30 days' (10 days in the event of cancellation due to nonpayment of premium) prior written notice to both Contractor and Energy Solutions; (iii) shall be primary, and any insurance carried by the other party shall be noncontributing; (iv) shall, in the case of liability insurance, include a cross-liability endorsement and **name as additional insured(s) "Cohen Ventures, Inc., its officers, agents, and employees,"** any additional insured(s) identified in any Prime Contract, and any other designees of Energy Solutions.

Energy Solutions has the right, from time to time, to require Contractor to obtain other types of insurance coverage (or increase the minimum limits of existing coverage) provided such coverage (and/or limits) are commercially reasonable for the industry and, upon Energy Solutions' written request, Contractor shall obtain such coverage. Contractor's (and/or its subcontractor's) failure to maintain the required insurance shall be grounds for termination of this Agreement.

Upon request, Contractor shall furnish Energy Solutions with certificates of insurance and endorsements of all required insurance for Contractor and subcontractors.

G *Indemnification.* Contractor shall indemnify, protect, defend and hold harmless Energy Solutions and Energy Solutions' client(s), and their respective parent companies, subsidiaries, directors, officers, shareholders, agents, employees, contractors, consultants, successors and assigns, from and against any and all claims, demands, losses, damages, costs, expenses (including reasonable attorneys fees and court costs), and liabilities (legal, contractual, or otherwise) incurred by reason of any claim, suit or judgment

brought by or on behalf of any person or persons (including, without limitation, any party pursuant to a Prime Contract) for damage, loss or expense to the extent occasioned by, or attributable to, Contractor's breach of its obligations under this Agreement, or the acts or omissions of Contractor or its employees or subcontractors, except to the extent any such damage, loss, claim, liability or expense is attributable to the gross negligence or willful misconduct of Energy Solutions.

18. Term of Agreement. This Agreement is effective as of the Effective Date and shall terminate on the earlier of (i) the parties' performance of their respective obligations hereunder (including Contractor's completion of its Services under all Task Orders and Energy Solutions payment to Contractor as required hereunder), or (ii) a party's exercising its termination right as set forth below (the "Termination Date").

A Termination for Cause. Should either party default in the performance of this Agreement or materially breach any of its provisions, the nonbreaching party may terminate this Agreement by giving five (5) days written notice to the breaching party. If the breaching party fails to cure within such five (5) days, the termination will be effective immediately. For the purposes of this section, material breach of this Agreement shall include but not be limited to the following:

- I. Contractor's failure, refusal or inability to perform any material aspect of the work and Services in accordance with the scope of work set forth in a Task Order, subject to Force Majeure; or
- II. a court of law has enjoined Contractor from performing the work; or
- III. the work, in Energy Solutions' reasonable judgment, will not be completed in the specified time and Energy Solutions has reasonably requested Contractor to take steps necessary to accomplish the required progress and completion, and Contractor has failed to do so; or
- IV. Contractor's misuse of Energy Solutions or its clients' name or logo in violation of Section 11 "Marketing Materials and Other Published Materials"; or
- V. Energy Solutions' nonpayment of compensation for Contractor's Services within thirty (30) days after Contractor's written demand for payment, if Energy Solutions has received payment from Energy Solutions' client for the same services.

This Agreement shall terminate automatically on the occurrence of any of the following events: (i) bankruptcy or insolvency of either party, or (ii) death of Contractor.

Subject to Energy Solutions' approval, Contractor shall be paid for all undisputed work performed prior to the Termination Date, which payment shall not be unreasonably withheld.

A Termination without Cause. Energy Solutions may terminate this Agreement at any time by giving thirty (30) days written notice to Contractor. Upon such notice, Contractor shall immediately suspend performance of the Services. Contractor shall not be entitled to any payment for lost or anticipated profits or overhead on uncompleted portions of the work. Any reports, drawings, materials, or other documents prepared by Contractor (or its subcontractor) or any Proprietary Information in the custody of Contractor shall be delivered by Contractor to Energy Solutions prior to the release of any final payments to Contractor.

19. Non-Waiver. None of the terms, covenants or conditions of this Agreement shall be considered waived by either Party unless such waiver is specifically stated in writing.
20. Assignment; Delegation of Duties. Contractor shall not assign its rights, duties, and obligations under this Agreement. Contractor shall not delegate its rights, duties and obligations under a Task Order (e.g. to a subcontractor or employee) without the prior written consent of Energy Solutions, which may be withheld in its sole discretion; provided, however, Contractor shall remain responsible for the quality and timeliness of performance notwithstanding any delegation. Nothing contained in this paragraph prohibits the assignment of accounts receivable for financing purposes.
21. Force Majeure. Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by “Force Majeure.” As used in this section, Force Majeure is defined as: Acts of war and acts of god such as earthquakes, floods and other natural disasters, or actions of others, including but not limited to strikes, lockouts or other industrial disturbance, not within the control or arising from the fault of the Party claiming Force Majeure.

The Party affected by a Force Majeure Event (“Affected Party”) shall be excused from performing its obligations under this Agreement to the extent that such performance is prevented or delayed due to the delay occasioned by a Force Majeure event; provided, however, that the suspension of performance is of no greater scope and of no longer duration than is required by such Force Majeure event. If a Force Majeure Event excuses Contractor from performing its obligations under this Agreement, Contractor will not be paid for the obligations that were excused because of the Force Majeure Event.

22. Non-Discrimination Clause. Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religions creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor shall strictly comply (and cause any subcontractor to strictly comply) with any and all anti-discrimination and anti-harassment provisions set forth in any Prime Contract.

23. Right to Audit. Contractor agrees that Energy Solutions or its designated representatives, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement or the work. Contractor agrees to maintain such records for possible audit for at least seven (7) years after the end of the contract term. Contractor agrees to allow the auditor(s) reasonable access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of Energy Solutions or its designated representative to audit records and interview staff in any subcontract related to performance of the work or this Agreement.
24. Independent Contractor. Contractor, and the agents and employees of Contractor, in the performance of the work, shall act in an independent capacity and not as officers, employees or agents of Energy Solutions or its clients. Nothing in this Agreement shall be construed so as to render Contractor, or any persons hired by Contractor, an employee, agent, representative, joint venturer or partner of Energy Solutions or its clients, and neither Contractor nor its employees or subcontractors shall hold themselves out to others in such capacity. Contractor has no authority to enter into any agreement, commitment or understanding on behalf of Energy Solutions. Energy Solutions shall have no right to, and shall not, control the manner or prescribe the method by which the Services are performed by Contractor. Contractor shall be responsible for all administrative services and related costs for office materials and office equipment, telecommunications charges and facilities costs required for the performance of Services.
25. No Benefits; Payment of Taxes; Expenses.
- A Contractor shall not be entitled to any benefits afforded to Energy Solutions' employees, including without limitation workers' compensation, disability insurance, vacation, or sick pay.
 - B Contractor shall comply, at its own expense, with all applicable provisions of workers' compensation laws, unemployment insurance laws, federal social security law, the Fair Labor Standards Act, and all other applicable federal, state and local laws and regulations relating to the terms and conditions of employment required to be fulfilled by employers and any other applicable federal, state and local laws and regulations.
 - C Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name, disability, worker's compensation, or other insurance, as well as licenses and permits usual or necessary for conducting its Services under this Agreement.
 - D Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation under this Agreement, including estimated taxes, and shall provide Energy Solutions with proof of said payments on demand.
 - E Contractor shall be responsible for all expenses and overhead costs incurred in association with the performance of its Services.

26. Ownership of Intellectual Property; Confidentiality.

- A New Developments. Contractor hereby agrees that all data, reports, information, designs, drawings, specifications, plans, manuals, prototypes, inventions, computer programs, software, improvements of equipment, tools or processes, and all other information and items conceived, developed, implemented and/or produced by Contractor in the performance of his obligations and Services pursuant to this Agreement (collectively, the “Developments”), belongs to Energy Solutions and its client that is identified in the applicable Prime Contract, and Contractor shall retain no ownership, interest, or title therein. All such Developments shall be promptly disclosed to Energy Solutions, shall be considered “works made for hire” under the copyright laws of the United States, and shall become and remain the sole and exclusive property of Energy Solutions and its client. Contractor hereby irrevocably transfers and assigns to Energy Solutions all its right, title and interest in and to any patents, copyrights and other intellectual property rights in the Developments and hereby agrees to fully cooperate and to do all things reasonably necessary to allow Energy Solutions or its successors, assigns or nominees sole and exclusive ownership, including the execution of documents deemed necessary by Energy Solutions. Contractor agrees to obtain written assurances from its employees and contract personnel of their agreement to the terms of this Agreement with regard to Confidential Information (as defined below) and New Developments.
- B Confidential Information. Contractor acknowledges that in the course of performing its Services hereunder, Contractor will receive and be given access to by Energy Solutions and/or its clients, certain confidential, secret and proprietary information, either orally or in writing or in printed, graphic or electronically recorded materials, records, data, specifications, formulas, technology, inventions, devices, products, methods, know-how, processes, financial data, specific client data and requirements, client and potential client lists, information concerning Energy Solutions’ employees, agents or divisions, pricing information, and other trade secrets (collectively, the “Confidential Information”) which have been or will be developed and owned by Energy Solutions or its client.
- C Non-Disclosure. Except as otherwise specifically set forth herein, Contractor will not, directly or indirectly, disclose, or cause or permit to be disclosed, to any person or to any entity whatsoever any Confidential Information that has been or is acquired by Contractor pursuant to this Agreement. Contractor may disclose the Confidential Information to only those employees of Contractor only to the extent reasonably necessary and required in the discharge of Contractor’s duties, responsibilities and obligations as a contractor of Energy Solutions. On termination of Contractor’s services, or at the request of Energy Solutions before termination, Contractor shall deliver to Energy Solutions all material in Contractor’s custody or control relating to Energy Solutions’ business including all Confidential Information and shall not retain any copies of the materials so returned. The obligations concerning Confidential Information extend to information belonging to clients and suppliers of Energy Solutions about whom Contractor may have gained knowledge as a result of providing his Services under this Agreement.

The parties stipulate that as between them the Confidential Information consists primarily

of important, material and confidential trade secrets (except to the extent that such information either is or becomes published or is or becomes a matter of public knowledge through no wrongful action of Contractor). The parties further agree that the remedy at law for any breach of this subsection (c) "Non-Disclosure" would be inadequate and that, in addition to any other remedies Energy Solutions may have at law or in equity, Energy Solutions shall be entitled to temporary or permanent injunctive relief without the necessity of proving actual damages. Notwithstanding the preceding sentence, the parties further agree it is foreseeable that the breach by Contractor of this Non-disclosure provision may result in substantial loss of profits or other damages to Energy Solutions and that, in addition to any other remedies Energy Solutions may have, Energy Solutions shall be entitled to monetary damages upon proof.

In the event a subpoena or other legal process is served upon Contractor that, pursuant to the requirement of a governmental agency or law of the United States of America or any state thereof (or any governmental or political subdivision thereof), requires the disclosure of Energy Solutions' Confidential Information disclosed hereunder, Contractor will notify Energy Solutions promptly upon receipt of such subpoena or other request for legal process, and will cooperate with Energy Solutions, at Energy Solutions' expense, in any lawful effort by Energy Solutions to contest the legal validity or scope of such subpoena or other legal process.

- D Use and Reproduction Rights. If and to the extent that Contractor retains any preexisting rights in any materials to be furnished in the course of Contractor's performance under this Agreement, Contractor hereby grants to the applicable Energy Solutions client the irrevocable, perpetual, non-exclusive, worldwide, royalty free right and license to (i) make, use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and derivative works thereof; and (ii) authorize others to do any or all of the foregoing in connection with Energy Solutions' clients' business. Any claims by Contractor to proprietary rights in materials furnished hereunder must be expressly set forth and identified in this Agreement or shall have been previously disclosed to Energy Solutions in writing.
- E Infringement Protection. Contractor represents to Energy Solutions that the material to be prepared under this Agreement will not infringe upon the copyright, patent or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Contractor agrees to indemnify, defend, and hold Energy Solutions, Energy Solutions' clients, and their parent company, subsidiaries and/or affiliates, successors and assigns, harmless from and against any and all liabilities, costs and damages arising out of any such infringement, and from any suit, demand or claim made against Energy Solutions or its clients, their parent company, subsidiaries and/or affiliates, alleging any such infringement or violation. In addition to the foregoing, if there is such a suit, demand or claim, Contractor agrees, as soon as possible, to either procure for Energy Solutions and its clients the right to continue using the material, replace the material with non-infringing material or modify it so it becomes non-infringing; provided, however that the replaced or modified material shall be equal to that contracted for hereunder and satisfactory to Energy Solutions. Contractor further agrees to pay any judgment or

reasonable settlement offer resulting from a suit, demand or claim, and pay any reasonable attorney's fees incurred by Energy Solutions or its clients in defense against such suit.

- F Copyright Registration. Notice of Energy Solutions' or its clients' copyright ownership shall be placed by Contractor on all reports, information or instructional manuals, computer programs or other written, recorded, photographic or visual materials or other deliverables to which such Energy Solutions client has the right of such ownership as provided in this Agreement. Such notice shall be placed on the materials in a manner and location as to give reasonable notice of the claim of copyright, and shall consist of the copyright symbol or the word "Copyright" followed by the year in which the material is produced and the name of the Energy Solutions' client. Application for copyright registration shall not be the responsibility of Contractor, subject to Contractor's cooperation as required in subsection (a) above.

Each of the covenants contained in this Section 26 shall survive the termination of this Agreement, regardless of the reason for such termination.

27. Data Security.

- A Contractor shall follow best commercial practices or reasonable Energy Solutions requirements with respect to data security and the security of the Energy Solutions computing environment and otherwise. Contractor represents and warrants that: (a) it will not alter or disable any hardware or software security programs residing on Energy Solutions' hardware or systems, or (b) allow unauthorized traffic to pass as a result of its access into Energy Solutions' networks.
- B Contractor shall establish and maintain safeguards against the destruction, loss, alteration of or unauthorized access to Energy Solutions data in the possession of Contractor. Contractor shall implement and maintain appropriate administrative, technical (including encryption and virus/spyware scanning) and physical safeguards, procedures and practices to: (i) comply with all applicable legal and regulatory requirements and standards; (ii) ensure the security, confidentiality and integrity of all information transmitted electronically between the parties or otherwise stored by Contractor, however stored, retained, maintained, saved or held by Contractor; (iii) protect against any anticipated threats or hazards to the security, confidentiality or integrity of such information; and (iv) protect against unauthorized use, destruction, modification or disclosure of such information. Contractor shall maintain written security plans complying with the foregoing and shall provide Energy Solutions with access to copies of such plans upon request.
- C Contractor shall notify Energy Solutions immediately in writing if it becomes aware of any potential or actual unauthorized disclosure, access to, acquisition of, or other loss or use of any Confidential Information including, at a minimum: (i) a description of the breach or loss, including the date it occurred; (ii) the number of individuals or accounts affected and their states of residence; (iii) the information accessed, acquired, lost and/or

misused; (iv) whether the breach or loss was computerized in nature or a paper loss; (v) whether such information was encrypted or unencrypted, (vi) whether encryption keys or passwords may have been compromised; and (vii) a description of the steps taken to investigate the incident, secure Energy Solutions' or Contractor's systems or recover lost information, and prevent the recurrence of further security breaches or losses of the same type.

D In the event of any potential or actual unauthorized disclosure or use of any Confidential Information, Contractor shall also cooperate with Energy Solutions and the client, as applicable, their representatives and any applicable regulatory authorities, at Contractor's cost, to (i) further assess the risk that unauthorized use or disclosure of Confidential Information has occurred, the nature and scope of any such incident and review all pertinent records; (ii) take other remedial measures as may be reasonably necessary or appropriate to mitigate the risk arising out of unauthorized use or disclosure of the Confidential Information; and (iii) pay for notices to Energy Solutions' or its client's customers if Energy Solutions determines that such notices should be provided.

28. Notices or Demands. Unless expressly stated otherwise, any approval, consent or confirmation required under this Agreement shall be in writing. Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party. Except for Change Orders which shall go through Energy Solutions' Project Coordinator, all other notices and correspondence shall be addressed as follows:

Energy Solutions:
Cohen Ventures, Inc.
Attention: Contracts Administrator
449 15th Street, Suite 400
Oakland, CA 94612
Telephone: 510-482-4420
Email: Contracts@energy-solution.com

CONTRACTOR:
Company Name
Attention
Address
Address
Phone:
Email:

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person authorized to receive such notice if delivered before 5:00 p.m., or otherwise on the business day following personal delivery; (b) if mailed, three (3) business days after the date the notice is postmarked; (c) if by facsimile, upon electronic

confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier: on the business day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

29. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid, legal and enforceable. If such provision cannot be amended as provided above, it will be stricken and the remainder of this Agreement will remain in full force and effect.
30. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction. Any controversy or claim arising out of or in any way relating to this Agreement which cannot be amicably settled by the parties shall be litigated in a court of competent jurisdiction.
31. Section Headings. Section headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of text.
32. Survival. Notwithstanding completion or termination of this Agreement, or any amendment to this Agreement, the Parties shall continue to be bound by the provisions of this Agreement and subsequent Amendment(s), including the indemnification and insurance provisions and the provisions pertaining to intellectual property rights and non-disclosure of Confidential Information, which shall survive the termination of this Agreement.
33. Attorneys' Fees. In the event of any legal action or other proceeding between the Parties arising out of this Agreement or for the enforcement of any party's rights in and under this Agreement, the prevailing Party in such legal action or proceeding shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable in-house and outside attorneys' fees.

Attorneys' fees incurred by either party in enforcing any judgment on any action brought to resolve any controversy arising under this Agreement shall also be recoverable by the prevailing party. Such right to recover post-judgment attorneys' fees shall be separate and distinct from the right to recover attorneys' fees pursuant to the immediately preceding paragraph.

34. Amendment; Modification. No modification or change to this Agreement shall be binding or effective unless expressly set forth in writing by Energy Solutions and Contractor. No oral understanding or agreement not incorporated in this Agreement is binding on any Party. Contractor may not exceed the Task Order total and subtask budgets set forth in Task Order incorporated of this Agreement, without first obtaining written permission from Energy Solutions

35. Conflicts of Interest. Contractor represents and warrants that presently there is no interest, and none shall be acquired, direct or indirect, which conflicts in any material manner or degree with its performance of Services as required under this Agreement. Contractor further covenants that in the performance of the Services, no person having any interest shall be employed by it.

No employee, officer, or agent of Contractor shall participate in selection or in the award or administration of a contract in connection with performance of the Services hereunder if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A The employee, officer or agent;
- B Any member of his or her immediate family;
- C His or her partner; or
- D An organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award.

Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from potential subcontractors, or parties to subcontracts.

36. Binding on Heirs. This contract shall be binding upon the heirs, successors, assigns, or transferees of Energy Solutions or Contractor, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this contract other than as provided above.

37. Remedies Cumulative. The remedies conferred by this contract upon Energy Solutions are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.

38. Complete Agreement. The Task Orders referenced herein and attached hereto are incorporated and made a part of this Agreement. This Agreement constitutes the complete and entire agreement between the Parties and supersedes any previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. There are no additions to, or deletions from, or changes in, any of the provisions hereof, and no understandings, representations or agreements concerning any of the same, which are not expressed herein, unless stated below. Neither Party has relied upon any representation, warranty, projection, estimate nor other communication from the other not specifically identified in this Agreement.

In the event of a conflict between the main body of this Agreement and any Task Order or other amendments made hereto, the more specific and/or stringent requirement shall govern and control.

39. Counterparts. This Agreement may be executed in counterparts which, taken together, shall constitute a single instrument.

40. Authority To Execute. Each individual executing this Agreement on behalf of Energy Solutions and Contractor represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said Party, and that this Agreement is binding upon said Party in accordance with its terms and conditions.
41. Construction of Agreement; Legal Advice. The terms and conditions of this Agreement shall not be construed against either party as the drafting party. Contractor acknowledges that he has had an opportunity to consult his own legal advisor concerning this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CONTRACTOR

By: [officer name]

Title: [Title]

Date:

COHEN VENTURES, INC.

By: [Authorized S signatory (director or above)]

Title: [Title]

Date: