



CONSULTING SERVICES CONTRACT

This Contract is made between the INDEPENDENT ELECTRICITY SYSTEM OPERATOR (the "IESO") and KPMG LLP (the "Consultant").

IN CONSIDERATION of the covenants of the parties to this Contract, the parties covenant and agree with each other as follows:

1. **Retainer:** The IESO hereby retains the Consultant, as an independent contractor, for the purpose of performing the services described in Schedule A (the "Services") during the term specified in Schedule A (the "Term") and the Consultant hereby accepts the retainer.
2. **Performance:** The Consultant will diligently perform and complete the Services in accordance with this Contract, "Industry Standards", and applicable laws (as specified in Section 6). For certainty, "Industry Standards" includes, but is not limited to: (i) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of this Contract or customarily provided for services of the type specified in this Contract in similar situations, and (ii) adherence to commonly accepted norms of ethical business practices. The Consultant will obtain information and direction from the IESO on a regular basis in the performance of the Services. The Consultant acknowledges and agrees that any failure by it to perform the Services as defined in this Contract, may have a material adverse effect on the business and operations of the IESO.
3. **Fees:** As payment for the Services, the IESO will pay to the Consultant the "Fees" as set out in Schedule A. For certainty, "Fees" will comprise the maximum price to be charged by the Consultant for the Services, inclusive of all labour, materials, overhead, insurance, eligible expenses, and applicable duties and taxes, but exclusive of harmonized sales tax ("HST").
4. **Payment Terms:** The Consultant will render invoices for the Fees to the IESO monthly in arrears, unless otherwise specified in Schedule A, and the IESO will pay to the Consultant the Fees or such portion thereof as is properly due, together with HST (if applicable). Invoices will contain such information and details as the IESO may reasonably require. Payment terms are net 30 days from receipt of invoice by the IESO; PROVIDED THAT the IESO may withhold payment of any portion of the invoice which is in dispute and the IESO and the Consultant will act reasonably to resolve such dispute in a timely manner.
5. **Consultant to Provide:** The Consultant will provide all personnel, labour, materials, supplies, equipment, tools, transportation and other requirements for the timely and proper performance of the Services, except as otherwise expressly set forth in this Contract.

6. **Applicable Laws:** The Consultant will comply with all policies of the IESO, as specified and provided by the IESO, and all applicable statutes, laws, and regulations relating to the performance of the Services, including, but not limited to:

- (a) any applicable worker's compensation or employment standards laws, including, but not limited to, the *Employment Standards Act, 2000*, the *Human Rights Code*, the *Pay Equity Act*, the *Labour Relations Act, 1995*, the *Workplace Safety and Insurance Act, 1997*, and the *Immigration and Refugee Protection Act*, in each case as amended; and,
- (b) as applicable, all obligations of the "employer", as defined by the *Occupational Health and Safety Act*, R.S.O. 1990, c.O.1, as amended, pursuant to which, the Consultant will provide to the IESO: (i) the Consultant's occupational health and safety policy and its program to implement that policy, within 10 business days of execution of this Contract, and (ii) the site specific safety plan, prior to the performance of any on-site work.

7. **Confidential Information:**

- (a) The Consultant will treat as confidential all information of the IESO disclosed to the Consultant, or which comes into the knowledge, possession or control of the Consultant under this Contract that is confidential by its nature or in the circumstances in which it is received, regardless of whether it is identified as confidential or not, which will include information of third parties, whether recorded or not, and however fixed, stored or expressed (the "Confidential Information").
- (b) Confidential Information will not include: (i) information that is generally known to the public, other than as a result of a breach of this Contract, (ii) information that the Consultant already possesses without obligation of confidentiality or develops independently, or (iii) information that is required by law or court order to be disclosed, but only to the extent of such required disclosure, and subject to the prior written consent of the IESO and, for any Confidential Information about a third party, subject to the prior written consent of the third party. The Consultant agrees to immediately give written notice to the IESO of any request from anyone for release of any Confidential Information.
- (c) Subject to Section 8, Personal Information and Privacy provisions, the Consultant will keep all Confidential Information confidential and provide the Confidential Information to the IESO on demand with no copy or portion kept by the Consultant in any form or on any media. The Consultant will limit the disclosure of Confidential Information to only those of its personnel and subcontractors who have a need to know it and who have been specifically authorized to have such disclosure as required to perform the Services. The Consultant will notify the IESO promptly in writing of any loss or inability to account for the Confidential Information.

- (d) If a conflict or inconsistency arises between the provisions of this Section and the Section 8, Personal Information and Privacy provisions, the Personal Information and Privacy provisions will govern.

8. Personal Information and Privacy:

- (a) "Personal Information" means any information that identifies or can identify an individual.
- (b) The Consultant will treat all Personal Information gained by it as a result of the performance of the Services as Confidential Information.
- (c) The Consultant will not send, direct, store or transmit any record of such Personal Information outside of Canada.
- (d) The Consultant acknowledges and agrees that the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31 (the "*FIPPA*"), as amended from time to time, applies to and governs all records, and may require the disclosure of such records to third parties. Further, the Consultant agrees:
 - (i) to keep all records secure;
 - (ii) to provide records to the IESO within 7 calendar days of being directed to do so by the IESO for any reason, including an access request or privacy issue;
 - (iii) not to access any Personal Information unless the IESO determines, in its sole discretion, that access is permitted under *FIPPA* and is necessary in order to perform the Services;
 - (iv) not to directly or indirectly use, collect or destroy any Personal Information for any purposes that are not authorized by the IESO;
 - (v) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
 - (vi) to restrict access to Personal Information to those of its personnel and subcontractors that have a need to know it for the performance of the Services; and
 - (vii) to immediately give written notice to the IESO of any request from anyone for release of any Personal Information.

- 9. Intellectual Property:** The intellectual property of the IESO and the Consultant will be governed by the provisions in Schedule C.

10. Conflict of Interest:

- (a) A "Conflict of Interest" will include, but is not limited to, any situation or circumstances where, in relation to the performance of its obligations under this Contract, the Consultant's other commitments, relationships or financial interests: (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment, or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations. For certainty, a Conflict of Interest will include any situation or circumstance where, in relation to the LRP I procurement, the Consultant's "Service Team" (as that term is defined in the Ethical Dividers Protocol to be executed by all members of the Service Team prior to performance of the Services): (1) communicates with any person with a view to influencing the LRP I procurement process; or (2) engages in conduct that comprises the integrity of the open and competitive LRP I procurement process and renders that process non-competitive and unfair.
- (b) The Consultant will: (i) avoid any Conflict of Interest in the performance of its contractual obligations, (ii) disclose to IESO without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations, and (iii) comply with any requirements prescribed by IESO to resolve any Conflict of Interest.
- (c) In addition to all other contractual rights or rights available at law or equity, the IESO may immediately terminate this Contract upon giving notice to the Consultant where: (i) the Consultant fails to disclose an actual or potential Conflict of Interest, (ii) the Consultant fails to comply with any requirements prescribed by the IESO to resolve a Conflict of Interest, or (iii) the Consultant's Conflict of Interest cannot be resolved.

11. Payments, Gifts and Hospitality: To preserve the image and integrity of the IESO and its employees and agents, the Consultant and its personnel, agents or subcontractors must not:

- (a) make any offer of a loan, cash, gift certificate, discount or service; or
- (b) offer any business gifts or hospitality, other than items of nominal value given as an expression of reasonable courtesy or hospitality. The frequency, value and nature of gifts or hospitality must not be such that a reasonable person might conclude that the gift or hospitality could influence the recipient in performing his or her duties, including making a business decision, as a consequence of accepting such hospitality or gifts.

12. Insurance: During the Term, the Consultant will maintain the minimum insurance coverage specified in Schedule B and will provide satisfactory certificates of insurance confirming such coverage on request by the IESO.

13. Audit and Records Retention: The Consultant will maintain, at its cost, complete and accurate records of the Services performed for the IESO and all Fees, or other amounts, charged to the IESO,

for a period of 7 years after the expiry or early termination of the Term. During the Term and for 7 years thereafter, the IESO and any person designated by the IESO will have access to the Consultant's records and documentation relating to the Services, at all reasonable times and on reasonable notice, for the purpose of auditing and verifying the performance of and Fees charged for the Services.

14. Exclusion of Liability: Notwithstanding anything to the contrary expressed or implied in this Contract, the IESO will not be liable to the Consultant for any general, indirect or consequential damages, including lost profits, or any economic loss of any kind, regardless of whether the liability to which damages relate arises in contract, tort, otherwise in law, or for any bodily injury, loss, or damage sustained by the Consultant, its employees, agents or subcontractors arising from any cause whatsoever.

15. Indemnity: The Consultant will hold harmless and indemnify the IESO (including members of its board of directors, officers, employees and agents), from and against the costs, losses, damages, actions and liabilities incurred by the IESO arising directly or indirectly in connection with, or as a result of, any breach, default, negligent act or omission, or wilful misconduct by the Consultant, its employees or agents in the performance of its obligations under this Contract or as a result of any misrepresentation in this Contract.

Notwithstanding anything contained herein, Consultant's entire liability to the IESO for any actions, damages, claims, liabilities, costs, expenses, or losses in any way whether in contract, statute, tort (including, without limitation, negligence) arising out of or relating to the services performed hereunder, including Consultant's indemnity obligations herein, shall in no event exceed the greater of \$1,000,000 or the total aggregate amount of fees paid by the IESO to Consultant under this Agreement.

16. Assignment: The Consultant will not assign, subcontract (except as otherwise provided in Schedule A) or otherwise dispose of any of its rights, obligations, or interests in this Contract, without the prior written consent of the IESO. Such consent will be in the sole discretion of the IESO, acting reasonably, and subject to the terms and conditions that may be imposed by the IESO. The IESO may assign this Contract upon written notice to the Consultant.

17. Termination:

(a) The IESO may terminate this Contract immediately if any of the following events occur, as determined by the IESO in its sole discretion:

- (i) any material breach or non-performance by the Consultant of its obligations under this Contract, including failure of the Consultant to devote the necessary time, resources, staff, and skill to the performance of the Services;

- (ii) any breach of the Consultant's obligations pursuant to Section 7, Confidential Information; Section 8, Personal Information and Privacy; or Section 10, Conflict of Interest;
- (iii) the Consultant assigns, subcontracts or otherwise transfers its interest in this Contract or any obligations under it to any third party, without the IESO's prior written consent as required by Section 16;
- (iv) the Consultant becomes insolvent, is adjudged bankrupt or takes the benefits of any legislation relating to bankrupt or insolvent debtors;
- (v) the Consultant voluntarily or by court order is wound-up, dissolved or liquidated;
- (vi) any adverse change in circumstance or conduct of the Consultant which may affect or harm the status or reputation of the IESO; and
- (vii) the Consultant fails to comply with applicable laws and regulations.

(b) The IESO reserves the right to terminate this Contract at any time, without cause and without penalty, upon 30 days prior written notice to the Consultant.

18. Consequences of Termination: As of the effective date of termination, the rights and obligations of the parties will cease (except to the extent such rights and obligations apply to that portion of the Term occurring prior to the effective date of termination) and the parties will co-operate in the return of records and information, payments and related matters.

19. Notice: Any notice to be given by either party hereto to the other pursuant to this Contract will be in writing and delivered by regular mail, facsimile or electronic mail during the IESO's normal business hours to the address specified in Schedule A (or such other address as notified by a party by notice given under this Section). Notices will be deemed to have been given: (a) in the case of delivery by postal service, 5 business days after such notice is sent, or (b) in the case of delivery by courier service, by facsimile, or by email (or other electronic mail service), 1 business day after such notice is sent.

20. Inconsistency: If there is any inconsistency between the provisions of the body of this Contract and any Schedule to this Contract, the body of this Contract will prevail, unless the Schedule expressly refers to the section of the body of the Contract over which it prevails.

21. Miscellaneous:

- (a) **Entire Agreement.** This Contract constitutes the entire understanding between the parties relating to the Services. There are no contracts, representations or warranties except as set forth in this Contract. No modification or amendment to this Contract will be binding unless executed in writing by the parties.

- (b) **Benefit of Contract.** The terms of this Contract will enure to the benefit of and be binding upon the successors of each of the parties.
 - (c) **Interpretation.** In any provision of this Contract containing words denoting inclusion (e.g. "including") followed by a list of specific matters or items, such lists will not restrict the generality of such provision.
 - (d) **Governing Law and Forum.** This Contract will be governed by the laws in effect in the Province of Ontario and the applicable federal laws of Canada. The parties irrevocably and unconditionally submit to the jurisdiction of the courts of Ontario and all courts competent to hear appeals from them. The jurisdiction of any proceeding commenced by the Consultant will vest solely and exclusively in Ontario, and the Consultant will not file a proceeding in any other jurisdiction.
 - (e) **IESO Marks.** The Consultant will not use, nor will it permit any person employed by it to use, identifying marks of the IESO other than with the prior written consent of the IESO, which may be arbitrarily withheld.
 - (f) **Relationship of the Parties.** Nothing in this Contract will make the relationship between the IESO and the Consultant one of partnership, joint venture or employment. The Consultant is an independent contractor. Nothing in this Contract constitutes authority for the Consultant to make commitments which bind the IESO or otherwise act on behalf of the IESO.
 - (g) **Currency.** Unless otherwise specified in Schedule A all references to dollar amounts are Canadian dollars.
- 22. Survival:** Terms, provisions, covenants and conditions contained in this Contract which, by their nature or the terms thereof, require their performance by the parties after the expiration or termination of this Contract will continue in full force and effect following such expiry or termination, including, Sections 7, 8, 9, 10, 13, 14, 15 and 21.
- 23. Counterparts:** This Contract may be executed in any number of counterparts, each of which will be deemed an original, and all of which taken together will be deemed to constitute one and the same instrument. Delivery of an executed signature page to this Contract by any party by electronic transmission or facsimile will be as effective as delivery of a manually executed copy of the Contract.
- 24. Effective Date:** This Contract will become effective when all the parties have signed it. The date this Contract is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Contract (the "**Effective Date**").

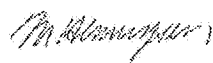
Each party is signing this Contract on the date stated beneath that party's signature.

INDEPENDENT ELECTRICITY SYSTEM

KPMG LLP

OPERATOR


Signature of Authorized Representative


Signature of Authorized Representative

SHAWN CRONK
Printed Name

Mary Hemmingsen
Printed Name

DIRECTOR, RENEWABLES PROCUREMENT
Title

Partner
Title

April 8, 2015
Date

April 2nd, 2015
Date

SCHEDULE A
DESCRIPTION OF TERM, SERVICES AND FEES

Part 1. Term:

- 1.1. Subject to Section 1.2 of this Schedule A, Term of this Contract commences on the Effective Date and ends on December 31, 2015 (the "Expiry Date").
- 1.2. The Term of this Contract may be extended at the sole discretion of the IESO, upon prior written notice to the Contractor, for one additional six month terms. For certainty, the Term will not exceed June 30, 2016.

Part 2. Services:

- 2.1. The Service Provider will:
Provide advice to the IESO with respect to the following items and their impact on proposals submitted under the LRP I RFP as well as the LRP I RFP evaluation process:
 - i) Technical parameters of all renewable technologies eligible in the LRP program, including:
 - a) Solar Photovoltaic (PV) (Rooftop and Ground Mount)
 - b) Onshore Wind
 - c) Waterpower
 - d) Bioenergy (Biogas, Biomass and Landfill Gas).
 - ii) Project development life cycle of the technologies noted above.
 - iii) Aspects related to project development in Ontario, including the particulars of development on provincial Crown land and Aboriginal engagement.
 - iv) Regulatory requirements specific to renewable energy project development in Ontario including the Renewable Energy Approval (REA) and Environmental Assessment (EA) processes, including community engagement activities.
 - v) The 2014 Provincial Policy Statement, official plan development and the interaction of both with respect to land use requirements outlined in the draft LRP I RFP.
 - vi) Fuel sourcing, management planning and forecasting.
- 2.2. The Service Provider will sign and deliver a completed "Ethical Divider and Confidentiality Protocol" document to the IESO, as updated from time to time (the "Protocol"), where new "Service Team" members are added (as that term is defined in the Protocol). For certainty, Consultant personnel will only be authorized to perform the Services where each designated Service Team member has signed the Protocol.

Part 3. Subcontractors:

- 3.1. The Consultant will not subcontract any part of this Contract without the prior written consent of the IESO, where such consent will be at the sole discretion of the IESO.
- 3.2. No subcontract will result in the imposition of additional liability on the IESO, or any additional obligations on the IESO. Further, the use of any subcontractor by the Consultant will not relieve the Consultant of any obligation or liability under this Contract,

and the terms and conditions of any subcontract entered into by the Consultant with a subcontractor for any part of the Services will be consistent in all respects with the applicable terms and conditions of this Contract. For certainty, the Consultant remains the primary point of contact for the IESO in connection with this Contract.

- 3.3. If the IESO, in its sole discretion, deems any subcontractor to be unsuitable, the IESO may withdraw its approval of such subcontractor and the Consultant will immediately, upon receipt of the IESO's request, stop using the subcontractor to provide the Services. The Consultant may propose a suitable replacement subcontractor, at no cost to IESO.

Part 4. Fees:

- 4.1. The IESO will pay the Consultant the following hourly rate for work performed by its personnel:

Name	Position	Hourly rate (CDN \$)
Mary Hemmingsen	Engagement Partner	450.00
Gary Webster	Project Risk	400.00
Will Lipson	Project Public Policy	400.00
Augusto Patmore	Commercial/Construction Risk	400.00
Paul Lan	Aboriginal Considerations	400.00
Georges Arbache	Procurement Advisor – Director	350.00
Grant Hillier	Procurement and Commercial Advisor	207.00
Ben Burkholder	Regulatory and Community Engagement Support	160.00
Mark Phelan	Procurement Support	160.00
Tony Giustino	Business Development Manager	253.00
Bill Follett	Principal Consultant	222.00
Aaron Culver	Senior Engineer	190.00
Lawrence Mott	Principal Engineer	222.00
Ben Lumby	Principal Engineer	222.00
Kurt Bastion	Renewable Energy Consultant	190.00
Chris Parcell	Director	328.00
Fergus Tickell	Principal Engineer	222.00
Frauke Haake	Engineer	177.00
Donald McNicol	Director	328.00
Paul Mankey	Principal Engineer	222.00
Inga Garrioch	Engineer	177.00

- 4.2. For any period worked of less than one hour, the hourly rate will be prorated accordingly, where a partial hour will be rounded to the nearest quarter of an hour.

- 4.3. All expenses will be borne by the Consultant.

- 4.4. In no event will the total Fees payable by the IESO to the Contractor under this Contract, exceed \$75,000.00 excluding HST, as applicable.

Part 5. Invoices:

- 5.1. The Consultant will submit invoices to the IESO in accordance with the payment terms stipulated in Section 4 of the Contract. Invoices will include the Consultant's HST Registration Number if HST is applicable and it will be indicated as a separate line item.
- 5.2. All invoices will indicate a Purchase Order number which will be provided when the Contract is authorized and issued by the IESO.
- 5.3. Invoices must be delivered via mail, courier or email and addressed as follows:

Mail or courier

Independent Electricity System Operator
120 Adelaide Street West
Suite 1600
Toronto, Ontario M5H 1T1
Attention: Accounts Payable
Email: accounts.payable.adelaide@ieso.ca

(Indicate the Purchase Order number in the subject or reference line)

Part 6. Address for Notices: For the purpose of Section 19 of the Contract, the address for notice of each of the parties is as follows:

6.1. If to the IESO:

Independent Electricity System Operator
120 Adelaide Street West
Suite 1600
Toronto, Ontario M5H 1T1

Attention: Dirk van de Waal, Business Analyst
Telephone: 416-969-6382
Email: dirk.vande.waal@ieso.on.ca

6.2. If to the Consultant:

KPMG LLP
Bay Adelaide Centre
333 Bay Street, Suite 4600
Toronto, ON M5H TS5

Attention: Mary Hemmingsen, Engagement Partner

Telephone: 416-777-8896
Email: mhemmingsen@kpmg.ca

Part 7. Tax Representation:

The Consultant represents and warrants that the Services contracted for are directly related to the business of the Consultant and that the Consultant is a resident of Canada. The Consultant acknowledges that the foregoing declaration has no binding effect on Canada Revenue Agency but will be relied on by the IESO in determining its obligations under the *Income Tax Act* (Canada) and its regulations thereunder.

Part 8. Amendments to Contract Provisions: The following provisions amend and prevail over the specified sections of the Contract:

(a) None.

SCHEDULE B
INSURANCE REQUIREMENTS

Part 1. Insurance Requirements:

- 1.1 **Maintain Insurance.** The Consultant will obtain and maintain insurance covering such risks and in such amount as a prudent business owner would maintain including without limitation, where applicable, broad form commercial general liability insurance and errors and omissions insurance. The Consultant will (i) obtain cross liability and severability of interest clauses in favour of the IESO if so requested by the IESO; (ii) provide evidence of insurance and of the clauses referred to in (i) hereof to the IESO upon request; and (iii) indemnify and save the IESO harmless in respect of any failure by it to do any or all of the foregoing. Under no circumstances will the IESO be liable to the Consultant or any employee thereof for any failure of the Consultant to obtain any insurance necessary or desirable in relation to the subject matter of the Contract. Without limitation to the foregoing, the Consultant will have insurance in a minimum amount equal to the maximum aggregate amount payable to the Consultant under the Contract.
- 1.2 **Workplace Safety and Insurance Act.** If the Consultant is subject to the *Workplace Safety and Insurance Act* (the "WSIA"), it will, upon request of the IESO, submit a valid clearance certificate of WSIA coverage to the IESO prior to the commencement date of the Contract. In addition, the Consultant covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it/its subcontractors, from time to time during the Term of the Contract. The Consultant will indemnify and save the IESO harmless in respect of any failure by it to do any or all of the foregoing.

SCHEDULE C
INTELLECTUAL PROPERTY

Part 1. Definitions

"Intellectual Property Rights" means:

- 1.1 any and all proprietary rights anywhere in the world provided under: (a) patent law; (b) copyright law (including moral rights); (c) trade-mark law; (d) design patent or industrial design law; (e) semi-conductor chip or mask work or integrated circuit topography law; or (f) any other statutory provision or common law principle applicable to this Contract, including trade secret law, that may provide a right in either hardware, software, content, documentation, Confidential Information, trade-marks, ideas, formulae, algorithms, concepts, inventions, processes or know-how generally, or the expression or use of such hardware, software, content, documentation, Confidential Information, trade-marks, ideas, formulae, algorithms, concepts, inventions, processes or know-how;
- 1.2 any and all applications, registrations, licences, sub-licences, franchises, agreements or any other evidence of a right in any of the foregoing; and
- 1.3 all licences and waivers and benefits of waivers of the intellectual property rights set out in (1) and (2) above, all future income and proceeds from the intellectual property rights set out in (1) and (2) above, and all rights to damages and profits by reason of the infringement or violation of any of the intellectual property rights set out in (1) and (2) above.

Part 2. IESO Ownership Rights:

- 2.1 IESO and Consultant acknowledge and agree that, as between IESO and Consultant, IESO will be the exclusive owner of:
 - (a) all Confidential Information;
 - (b) all Personal Information;
 - (c) any and all information relating to the IESO, any third party, or any of their respective employees, contractors, agents, customers, partners, joint venturers or end users that:
 - (a) was provided, collected or generated as part of the use or operation of the deliverables or the provision or receipt of the Services (including in relation to any reports provided by, or reporting obligations of, Consultant) or in order to comply with any applicable law; or
 - (b) otherwise became known to either the IESO or the Consultant as a result of any actions under or in respect of this Contract; and
 - (d) any and all works, data, text, information, audio, video, trade-marks, trade names, logos, domain names or other distinguishing features, graphics, advertisements, graphical user interface elements and designs, photography and other works, in any form or medium whatsoever and other information of the IESO and of any third party provided by, or at the request of, or on behalf of the IESO,

(collectively, the "IESO Data").

- 2.2 IESO will have all ownership rights, including but not limited to all Intellectual Property Rights, in the deliverables immediately upon their creation and at every stage of their development regardless of their state of completion (collectively with the IESO Data, the "IESO Property"), unless otherwise indicated in Schedule A. The Consultant represents, warrants, and covenants that the deliverables do not and will not incorporate any proprietary, third party, or open-source materials.
- 2.3 Consultant hereby: (a) assigns and transfers to IESO; (b) agrees to assign and transfer to IESO; and (c) agrees to cause all employees, agents and independent contract personnel of the Consultant or of any subcontractor to assign and transfer to IESO, all ownership rights (including Intellectual Property Rights) throughout the world in and to all IESO Property, to the extent any of the foregoing does not automatically and immediately vest in IESO, and hereby waives any moral rights that it may have in the deliverables and represents that it will obtain a waiver of the moral rights of all authors of the deliverables.
- 2.4 The Consultant will not use any deliverables, or any part or parts thereof, for the benefit of any party other than the IESO without the prior written consent of the IESO. For certainty, the IESO may use the deliverables in any way it sees fit. No right, interest, or title to any deliverable is reserved by the Consultant.
- 2.5 Consultant may use the IESO Property (including the deliverables) only to perform its obligations under this Contract.
- 2.6 For certainty, Consultant retains all rights in its working papers and other administrative correspondence prepared under this Agreement. Notwithstanding the foregoing, all deliverables provided pursuant to this Agreement are intended solely for the IESO's internal use and may not be edited, distributed, published, made available or relied upon by any other person without Consultant's express written permission.

Part 3. Consultant Ownership Rights:

- 3.1 IESO and Consultant acknowledge and agree that, as between IESO and Consultant, Consultant will be the exclusive owner of any works, data, text, information, audio, video, trade-marks, trade names, logos, domain names or other distinguishing features, graphics, advertisements, graphical user interface elements and designs, photography and other works, in any form or medium whatsoever and other information of the Consultant created, produced by, or licensed to or for Consultant prior to the Effective Date (collectively, the "Consultant Property").
- 3.2 If any Consultant Property is incorporated into the deliverables (the "Embedded Consultant Property"), Consultant will identify such Embedded Consultant Property in Schedule A, and the ownership rights granted to IESO under Part 2 of this Schedule C in respect of the deliverables will not extend to such Embedded Consultant Property, but Consultant hereby grants to the IESO, a perpetual, non-exclusive, royalty-free licence to use, modify, or reproduce, such Embedded Consultant Property, solely as it relates to use of the applicable deliverable, for any aspect of its business. IESO may sublicense the rights granted in this Section 3.2.

Part 4. Consultant Representation and Warranties:

- 4.1 Consultant represents and warrants that the performance by the Consultant of its obligations under this Contract and the possession and use of the deliverables and the Services by the IESO or by any third party contemplated in Schedule A as a user of the deliverables or Services do not and will not infringe the rights of any third party.

SCHEDULE D

ETHICAL DIVIDER AND CONFIDENTIALITY PROTOCOL

The firm KPMG LLP (the “**Consultant**”) has been retained by Independent Electricity System Operator (“**IESO**”) to provide technical and procurement advice during the LRP I RFP process. The purpose of this Schedule is to outline certain confidentiality procedures which are to be followed to comply with this undertaking.

The key to creating ethical divider and confidentiality procedures is safeguarding the security and absolute confidentiality of client information. The procedures established must not only preserve the confidentiality in fact, but they must also ensure that there is no appearance that confidentiality may have been lost. It is therefore important that, even when following these procedures may at times appear cumbersome, they be followed strictly.

To provide additional protection against the unauthorized disclosure of confidential information that we will possess concerning the LRP I RFP process, we have put confidentiality procedures in place, including the following:

Service Team

- Members of the Consultant’s service team including administrative and support staff, are listed in this Schedule (the “**Service Team**”). Unless otherwise replaced, as contemplated in this Protocol, the Service Team will perform all duties related to the undertaking.
- The Consultant represents and warrants to the IESO that no member of the Service Team has a “**Conflict of Interest**”, which for the purposes of this undertaking, is defined as:

Conflict of Interest includes, but is not limited to, any situation or circumstance where in relation to the LRP I procurement, the Service Team (i) communicates with any person with a view to influencing the LRP I procurement process; or (ii) engages in conduct that compromises the integrity of the open and competitive LRP I procurement process and render that process non-competitive and unfair.

- The Consultant Represents and warrants that each member of the Service Team will provide a confidential undertaking, pursuant to which, each member of the Service Team will effectively be barred from providing advisory services or other services to third parties in respect to the LRP I procurement, on the basis that the provision of such services are deemed a Conflict of Interest. For further clarity, no member of the Service Team will work with Qualified Applicants, as described in the draft LRP I RFP and draft LRPI Contract, and are expressly barred from providing any such services to Qualified Applicants for the duration of the LRP I procurement, which will be deemed to have concluded upon the execution of all LRP I Contracts awarded to successful proponents in the LRP I procurement
- The Service Team will not discuss the engagement with anyone other than members of the Service Team and authorized personnel of the Consultant, where such authorized personnel will also be subject to the terms of this Protocol, despite not being designated members of the Service Team.
- All files, including computer files, of IESO will be segregated from the Consultant’s regular files and will be accessible only by the Service Team.

- Where the Consultant proposes to add a new member to the Service Team, the Consultant will deliver a revised copy of the Protocol to the IESO for review and approval. For certainty, the new member of the Service Team must date and sign a copy of this Protocol to be delivered to the IESO in advance of the new member of the Service Team performing any work in respect of the engagement.

[SIGNATURE PAGE TO FOLLOW]

* * *

I have read and understood this Schedule and shall follow the procedures outlined.
(add/delete for number of team members)

Date: _____

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