
Services Agreement
Member of EIM Governing Body

This **Services Agreement** (“Agreement”) by and between **California Independent System Operator Corporation**, (the “ISO”), a California nonprofit public benefit corporation, with its primary place of business at 250 Outcropping Way, Folsom, CA 95630 and **[MEMBER NAME]** (“Member”), is effective as of **[DATE]**. The ISO and Member are individually referred to as a “Party” to this Agreement and collectively referred as the “Parties” to this Agreement. The purpose of this Agreement, which is required by the ISO bylaws, is to establish the duties and obligations of Member and the ISO.

IN CONSIDERATION of the mutual agreements described below, the Parties agree as follows:

1. Services Description.

Member shall provide the following services (“Services”):

Member shall perform the functions and responsibilities of a member of the EIM Governing Body as described in the ISO bylaws and the Charter for Energy Imbalance Market Governance, as those documents may be amended from time to time, for the duration of the Member’s Term (defined below).

2. Duties of Care, Loyalty and Inquiry.

Member shall owe the same legal duties to the ISO that corporate directors owe under section 5231 of the California Corporations Code.

3. Relationship of Parties.

a. Not a Director.

Member is not a “director” of the ISO, as that term is defined in section 164 of the California Corporations Code.

b. Not a Member.

The ISO does not have “members,” as that term is used in section 5310 of the California Corporations Code. Therefore, Member is not a “member” of the ISO, but only a member of the EIM Governing Body.

c. Not an Employee.

Member is not an “employee” of the ISO.

d. Agent for Purposes of Indemnification.

For purposes of section 5238 of the California Corporations Code, the Parties agree that Member shall be treated as an agent of the ISO.

4. Compensation.

As compensation for the performance of the Services, the ISO will pay Member and provide reimbursement of covered expenses as set forth in the ISO bylaws, as they may be amended from time to time. Any reimbursable travel expenses will be reimbursed in accordance with the ISO Travel Policy for Governors on the same terms applicable to members of the Board of Governors.

5. Indemnification and Advancement of Expenses.

The ISO shall indemnify Member to the maximum extent permitted by the provisions of Section 5238 of the California Corporations Code. Expenses incurred in defending any proceeding shall be advanced by the ISO as authorized in Section 5238 of the California Corporations Code prior to any final disposition of such proceeding, upon receipt of an undertaking by or on behalf of the Member to repay such amounts unless it is determined ultimately that the Member is entitled to be indemnified.

6. Liability Insurance.

The ISO will provide Member with coverage under its directors & officers insurance policy to the same coverage limit the ISO procures for its directors and officers.

7. Confidentiality.

a. Scope and definition.

Member acknowledges that in the course of performing Services, he/she may be exposed to, or acquire, information that is proprietary to the ISO or that the ISO has decided or agreed to maintain as confidential. "Confidential Information" of the ISO shall include all information regarding the ISO and its business, existing and future business plans, products, programming techniques, experimental work, customers, clients and suppliers, documents, records, and other material forms or representations from the ISO either handwritten, typed or summarized, all other information that is derived from such information, and all information regarding the markets overseen or administered by the ISO.

However, "Confidential Information" of the ISO shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, available to the public through a source other than the Member at no fault of the Member; (ii) was rightfully known to the Member as of the time of its disclosure by the ISO to the Member; (iii) is independently developed by the Member; (iv) is subsequently learned from a third party not under a confidentiality or fiduciary obligation to the ISO; or (v) is required to be disclosed pursuant to a subpoena, court order, or government authority.

b. Non-disclosure.

Member agrees to hold Confidential Information of the ISO in confidence and not to copy, reproduce, sell, assign, license, market, transfer or otherwise disclose or make such information available to third parties or to use such information for any purpose whatsoever without the express written permission of the ISO, other than for the performance of his/her obligations hereunder. The ISO shall use reasonable efforts to assist Member in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, Member shall promptly advise the ISO in the event that he/she learns or has reason to believe that Member has caused any disclosure of Confidential Information to a third party, and will reasonably cooperate in seeking injunctive relief against any recipient of Confidential Information. Use of the Confidential Information shall be for the purposes of satisfying Member's obligations under this Agreement.

c. Notice of Pending Third Party Disclosure.

In the event that either (i) a court or other governmental authority of competent jurisdiction issues an order, subpoena or other lawful process requiring the disclosure of Confidential Information, or (ii) Member receives a request for information under the ISO's Records Availability Policy, Member shall immediately notify the ISO upon receipt of such request in order to facilitate the efforts of the disclosure and to prevent disclosure of non-required information and preserve the confidentiality of the Confidential Information.

8. Term and Termination.

a. Term

The term of this Agreement shall be for the Member's term of office, as provided in the ISO bylaws and the Charter for Energy Imbalance Market Governance.

b. Termination by the ISO

This Agreement shall terminate and all compensation to be paid hereunder shall immediately cease, upon (i) Member's resignation from the EIM Governing Body (ii) Member's removal from the EIM Governing Body pursuant to the ISO bylaws, or (iii) Member's death.

c. Return and/or Destruction of Confidential Information of the ISO

Upon expiration or termination of this Agreement, Member shall either: (i) return to the ISO all Confidential Information of the ISO that Member received during the term of this Agreement; or (ii) certify in writing that all Confidential Information of the ISO that Member received during the term of this Agreement has been destroyed. Member must either return such information or certify that it has been destroyed within thirty (30) days of expiration or termination of this Agreement.

d. Survival of Confidentiality Obligation

Member's obligations under Sections 7(b), 7(c) and 8(c) survive termination or expiration of this Agreement.

This Agreement contains the entire agreement between ISO and Member relating to the Services.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date written below.

Member**California Independent System Operator Corporation**

By: _____
Signature

By: _____
Signature

Name: _____
(Print)

Name: _____
(Print)

Date: _____
(Print)

Title: _____
(Print)