**­Meter Inspector Certification Agreement**

This Agreement is made this <dd> day of <Month>**,** <yyyy> and is entered into by and between the California Independent System Operator Corporation (“CAISO”), a California non-profit corporation having a principal place of business located at 250 Outcropping Way, Folsom, CA 95630 (or such place in the State of California as the CAlSO Governing Board may from time to time designate), and NAME OF COMPANY, with a principal place of business located at: Street Address, City, STATE Zip

.

**Whereas,** the CAlSO wishes to certify individuals as CAlSO Authorized Inspectors in order to certify Metering Facilities within the CAlSO Controlled Grid; and

**Whereas**, NAME OF COMPANY, wishes to have employees certified as CAlSO Authorized Inspectors in order to contract with owners of Metering Facilities to certify their Metering Facilities to comply with CAlSO requirements as set forth in the CAlSO Tariff Section 10.2.4;

**Now, therefore**, in consideration of the mutual covenants set forth herein, the Parties

agree as follows:

# ARTICLE I

**Definitions**

## **Master Definition Supplement**

Unless otherwise defined below, the terms capitalized in this Agreement shall have the same meanings as set forth in the CAlSO Tariff Master Definition Supplement.

## **Special Definitions**

Agreement means this Meter lnspector Certification Agreement, as may from time to time be amended or modified.

CAlSO Authorized Inspectors of Inspection Companyare those individuals listed in Schedule 1 of this Agreement, as may from time to time be amended or modified.

Inspection Company means NAME OF COMPANY

Parties means the CAlSO and Inspection Company, acting on behalf of itself and the CAISO Authorized Inspectors of Inspection Company.

## **Interpretation**

The following rules of interpretation and conventions shall apply to this Agreement:

1. if there is any inconsistency between this Agreement and the CAlSO Tariff, the CAlSO Tariff will prevail to the extent of the inconsistency;
2. any reference to a day, week, month or year is to a calendar day, week, month or year;
3. the masculine shall include the feminine and neutral and vice versa;
4. “included” or “including” shall mean “including without limitation”;
5. references to a section, article or schedule shall mean a section, article or a schedule of this Agreement, as the case may be, unless the context otherwise requires;
6. a reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made;
7. unless the context otherwise requires, references to any Law shall be deemed references to such Law as it may be amended, replaced or restated from time to time; and
8. unless the context otherwise requires, any reference to a Party includes a reference to its permitted successors and assigns.

**ARTICLE II**

**Term and Termination**

## 2.1 Term This Agreement shall become effective on  and shall remain in full force and effect until termination.

2.2 Termination Either Party to this Agreement shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. This Agreement shall terminate automatically upon thirty (30) days written notice.

2.3 The CAlSO may terminate an individual’s certification as a CAlSO Authorized Inspector without prior notice if, in its sole discretion, the CAlSO determines that the CAlSO Authorized Inspector has not performed or is not performing its duties in accordance with the CAlSO Tariff, applicable Business Practice Manual (BPM) and the metering guidelines posted on the CAlSO web site (caiso.com). A CAISO Authorized Inspector with a terminated certification may not certify Metering Facilities.

2.4 The applicable provisions of this Agreement shall continue in effect after termination thereof to the extent necessary to provide final certification information, to return the CAlSO official seals and credentials to the CAISO, and to resolve any disputes per Article VII.

**ARTICLE Ill**

**CAlSO Rights and Responsibilities**

3.1 The CAlSO shall have the sole authority to certify CAlSO Authorized Inspectors based upon their qualifications, experience and the successful completion of a meter Inspector examination. The CAlSO reserves the right to modify its certification requirements as may be appropriate from time to time.

3.2 The CAlSO shall administer a meter Inspector examination periodically. The date, time and location shall be announced on the CAlSO web site (caiso.com) and sent to all registered applicants prior to the examination date.

3.3 CAlSO shall review the test results, qualifications, experience and credentials of all applicants in a non-discriminatory manner.

3.4 The CAlSO shall issue a CAlSO Authorized Inspector identification card to all applicants who are certified as a CAlSO Authorized Inspector.

3.5.1 If the CAlSO determines, in its sole discretion, that Inspection Company or a CAISO Authorized Inspector of Inspection Company is not in compliance with provisions of this Agreement, the CAlSO may revoke a CAlSO Authorized Inspector’s certification immediately and/or may declare this Agreement null and void.

3.5.2 If the CAlSO determines, in its sole discretion, that a CAlSO Authorized Inspector of Inspection Company has not adequately and properly performed its obligations to certify Metering Facilities and revokes a certification, the CAlSO Authorized lnspector shall have the right to appeal, under the terms of the CAlSO alternative dispute procedures as set forth in Article VII, the question of whether the CAISO Authorized Inspector adequately and properly performed its obligations. Inspection Company has no appeal right because the contract can be terminated with or without cause.

3.6 The CAlSO shall renew a CAlSO Authorized Inspector’s certification by issuing a new identification card per the procedures described on the CAlSO web site (caiso.com). A CAISO Authorized Inspector may not certify Metering Facilities unless he or she holds an unexpired identification card.

3.7 The CAlSO shall non-exclusively assign to a CAlSO Authorized lnspector the CAISO’s right to access any Metering Facilities under the same terms and conditions as set forth in the CAlSO Tariff, Section 10.1.5.

**ARTICLE IV**

**Inspection Company and Meter lnspector Rights and Responsibilities**

4.1 Inspection Company shall have the right to offer the services of CAISO Authorized Inspectors of Inspection Company to certify Metering Facilities of CAlSO Metered Entities and Scheduling Coordinator Metered Entities.

4.2 CAISO Authorized Inspectors shall perform inspections of Metering Facilities within the CAlSO Controlled Grid to the satisfaction of the CAlSO as set forth in the CAlSO Tariff, applicable BPM and the metering guidelines posted on the CAlSO web site (caiso.com).

4.3 Neither Inspection Company, an Affiliate of Inspection Company, nor a CAlSO Authorized lnspector of Inspection Company may certify any Metering Facilities: (i) it has directly owned or leased at any time; (ii) it has installed, designed, or programmed; or (iii) in which it holds a current financial or ownership interest, except for an employee pension or a holding of publicly traded securities.

4.4 If Inspection Company has a contract to perform inspection and certification services for a CAlSO Metered Entity or Scheduling Coordinator Metered Entity and that contract was fully executed before **August 15, 2013** then Inspection Company and CAlSO Authorized lnspectors of Inspection Company shall be exempt from section 4.3 until January 1, 2014 to the extent such exemption is necessary to fulfill the terms of the contract.

4.5 Meter data and any other information regarding a CAlSO Metered Entity or SC Metered Entity that is confidential under the CAISO Tariff shall be maintained as confidential by the Parties.

**ARTICLE V**

**Code of Conduct**

5.1 Inspection Company shall make a good faith effort to create, and maintain on an ongoing basis, a list of Metering Facilities which it or an Affiliate has previously directly owned or leased.

5.2 Inspection Company shall make a good faith effort to create, and maintain on an ongoing basis, a list of Metering Facilities which have been installed, designed or programmed by Inspection Company or an Affiliate.

5.3 Inspection Company shall make a good faith effort to create, and maintain on an ongoing basis, a list of Metering Facilities in which it or an Affiliate holds a current financial or ownership interest.

5.4 Inspection Company shall provide CAlSO Authorized Inspectors ofInspection Company reasonable access to the lists of Metering Facilities identified in Sections 5.1, 5.2 and 5.3 and to assure that Inspection Company and the CAISO Authorized Inspectors of Inspection Company are otherwise in compliance with Section 4.3.

**ARTICLE VI**

**Liability and Indemnification**

6.1 Inspection Company shall release, indemnify and hold harmless the CAlSO from and against any and all liability, loss, damage and expense arising, or alleged to arise, from or incident to, injury or damage to persons or property occasioned by, or in connection with, CAlSO Authorized lnspectors of Inspection Company certifying Metering Facilities within the CAlSO Controlled Grid.

6.2 The CAlSO shall not be liable to Inspection Company, a CAlSO Authorized lnspector of Inspection Company or any third party for any damages of any nature arising out of or relating to the performance or breach of this Agreement including incidental damages, consequential damages, special damages, or indirect damages with respect to any claims arising out of this Agreement.

6.3 The CAlSO shall not be liable for the nonfeasance (non-performance) or malfeasance (incorrect performance) of Inspection Company or a CAlSO Authorized lnspector of Inspection Company in connection with the certification of Metering Facilities within the CAlSO Controlled Grid. A CAlSO Authorized lnspector of Inspection Company is not an employee or agent of the CAISO; therefore, the CAlSO does not have any vicarious liability for the actions or inaction of a CAlSO Authorized lnspector or any entity that employs or is affiliated with a CAISO Authorized Inspector.

6.4 Nothing in this Agreement precludes or preempts any potential liability Inspection Company or a CAISO Authorized Inspector of Inspection Company may have to a CAlSO Metered Entity or SC Metered Entity with which the Inspection Company has contracted.

**Article VII**

**Dispute Resolution**

7.1 The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties agree by the terms of this Agreement to follow the alternative dispute resolution procedures as set forth in the Section 13 of the CAlSO Tariff.

7.2 If a CAISO Authorized Inspector of Inspection Company has its Inspector certification terminated by the CAISO and the CAISO Authorized Inspector of Inspection Company prevails in its appeal of that termination, then the reinstatement shall only be prospective. No certification of Metering Facilities made during the period of the termination will be valid.

**ARTICLE Vlll**

**Audits**

8.1 After reasonable notice, the CAISO shall have the right to audit the records and procedures of Inspection Company during normal business hours. Inspection Company shall provide the CAlSO with such information, assistance and cooperation the CAlSO reasonably requires in order to conduct an audit.

8.2 Without notice, the CAlSO may perform unannounced audits during normal business hours to inspect the Inspection Company’s compliance program required under Section 5.4. Inspection Company shall provide the CAlSO with such information, assistance and cooperation the CAlSO reasonably requires in order to conduct an audit.

8.3 Without notice, the CAlSO may perform unannounced audits to inspect the performance of a CAlSO Authorized lnspector of Inspection Company during a field meter inspection in order to ensure compliance with this Agreement.

**ARTICLE IX**

**Miscellaneous**

**9.1 Assignments**

Either Party may assign its obligations under this Agreement with the other Party’s prior written consent. Such consent shall not be unreasonably withheld. This Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the Parties, but the assignment thereof by either Party shall not relieve such Party of any obligation, without specific written consent of the other Party to relieve such obligation.

**9.2 Notices**

Any notice, demand or request which may be given to or made upon either Party regarding this Agreement shall be made in writing, unless specifically provided otherwise, to the representatives as set forth below in Schedule 2. A Party may amend the details of its address from time to time by written notice. All notices shall be considered delivered and deemed effective when so received (i) by personal delivery to an authorized representative of a Party, (ii) by facsimile or (iii) four (4) business days after the date so properly addressed and posted.

**9.3 Waivers**

Any waivers at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or matter. Any delay, short or the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not be deemed a waiver of such right.

**9.4 Governing Law and Forum**

This Agreement shall be governed by and construed in accordance with the laws of the State of California, except its conflict of laws provisions. Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which Article VII does not apply shall be brought in any court of the State of California or any federal court of the United States of America located in the State of California. Parties irrevocably waive any objection that they may have now or in the future to said courts in the State of California as the proper and exclusive forum for any legal action or proceeding arising under or related to this Agreement.

**9.5 Severability**

The invalidity of any provision, or invalid application thereof, of this Agreement shall not affect the validity of any other provision or any other application of any provision of this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed on behalf of each by and through their authorized representatives as of the date as set forth in the first paragraph of this Agreement.

Inspection Company executes this Agreement on its own behalf and on the behalf of its employees who are certified as CAlSO Authorized Inspectors, as reflected in the most recently filed Schedule 1.

**All signatures will be obtained via DocuSign®**

**California Independent System Operator Corporation**

By (DocuSign): Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of CAISO representative

Title: Title of CAISO Representative

Name of Company: NAME OF COMPANY

By (DocuSign): Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Company Representative

Title: Title of Company Representative

**Meter lnspector Certification Agreement**

**SCHEDULE 1**

**List of CAlSO Authorized Inspectors**

**Who are Employees of** NAME OF COMPANY

Inspection Company has an ongoing obligation to amend its Schedule 1 before a new CAlSO Authorized Inspector starts to certify revenue meters on its behalf. A new Inspector includes any individual previously or presently not on the list established below.

Name of Inspector and CAISO Authorized Inspector Number:

<Name> <Inspector Number>

**Meter lnspector Certification Agreement**

**SCHEDULE 2**

**Address and Other Information for Notices**

**California Independent System Operator**

Address: 250 Outcropping Way

Folsom, CA. 95630-4704

Telephone: (916) 608-5826

Facsimile: (916) 351-2452

E-mail: CAISO Email<leave blank>

Authorized Representative: CAISO Authorized Representative<leave blank>

Legal Name: <First Name> <Last Name>

Address: <Address>

Telephone: ### - ### - ####

Facsimile: ### - ### - ####

E-mail: <Email>

Authorized Representative: Authorized Representative

**Meter lnspector Certification Agreement**

**SCHEDULE 3**

**CAISO Authorized Inspector Acknowledgement of Meter lnspector Certification Agreement**

I acknowledge that I have read the Meter Inspector Certification Agreement entered into between NAME OF COMPANY and the CAISO.

I understand that the CAlSO may terminate my certification as a CAlSO Authorized Inspector immediately if, in its sole discretion, the CAlSO determines that I have not performed or am not performing my duties in accordance with the CAlSO Tariff, applicable Business Practice Manual and the metering guidelines posted on the CAlSO web site (caiso.com).

By this signature, I certify that I understand these conditions and that I will abide by the terms of the Meter Inspector Certification Agreement, including Article 4.3, which prohibits me from certifying any Metering Facilities either I, NAME OF COMPANY, or an Affiliate of NAME OF COMPANY: (i) have directly owned or leased at any time; (ii) have installed, designed, or programmed; or (iii) hold a current financial or ownership interest in, except for an employee pension or a holding of publicly traded securities.

Print Name: <Inspector Full Name>

CAlSO Authorized Inspector’s Signature (DocuSign):

Company Name: NAME OF COMPANY

Date: