CONFIDENTIAL



Between

**(applicant)**

**as *Metering Service Provider***

and

Confidential

**INDEPENDENT ELECTRICITY SYSTEM OPERATOR**

*(date)*

AGREEMENT

Document Change History

|  |  |  |
| --- | --- | --- |
| Issue | Reason for Issue | Date |
| 1.0 | Board Approved Release for Baseline 7.0 | January 16, 2002 |
| 2.0 | Changed "Name of IESO Representative" to "Name of MSP Representative" on Schedule 1, Part B | March 11, 2002 |
| 3.0 | Board Approved Market Rule Amendment: Performance Standards for Metering Service Providers | March 3, 2003 |
| 4.0 | Released for Baseline 13.0 | March 9, 2005 |
| 5.0 | Released for Baseline 16.0 | September 13, 2006 |
| 6.0 | Released for Baseline 16.1 | December 6, 2006 |
| 7.0 | Released for Baseline 18.1 | December 12, 2007 |
| 8.0 | Change to Signing Authority | January 18, 2008 |
| 9.0 | Change to Signing Authority | January 23, 2012 |
| 10.0 | Change to Signing Authority  Change to *IESO* “Nominated Representative for Notifications | June 4, 2014 |
| 11.0 | Change to Signing Authority  Updated IESO registered address and principal place of business | Mar 2, 2016 |
| 12.0 | Change to Signing Authority  Updated Nominated Representatives for Notifications  Issued in advance of Baseline 44.0 | July 10, 2020 |

Table of Changes

|  |  |
| --- | --- |
| Reference (Section and Paragraph) | Description of Change |
| Article 10 | Replaced name of the *IESO* executor to the Agreement to reflect the organization change of new Vice President, Corporate Services & CFO |
| Schedule 1, Part A | Updated “Title” of IESO Representative |

**THIS AGREEMENT** dated this (day) day of (month), (year)

BETWEEN:

(business/individual) , a (form of business organization)

[insert form of business organization] duly [incorporated/formed/registered]

and organized under the laws of (location), having its registered address at

[Address Line 1]

[Address Line 2]

[Address Line 3]

and its principal place of business at

[Address Line 1]

[Address Line 2]

[Address Line 3] (the “MSP*”)*

- and -

The Independent Electricity System Operator, a corporation incorporated by the *Electricity Act, 1998,* S.O. 1998, c. 15, Sched. A, having its registered address at Station A, P.O. Box 4474, Toronto, Ontario, M5W 4E5 and its principal place of business at 120 Adelaide Street West, Suite 1600, Toronto, Ontario, M5H 1T1 (the “*IESO”*).

WHEREAS:

1. The Market Rules for the Ontario Electricity Market (the *“market rules”*) and the forms, *market manuals*, policies, guidelines and other documents, including standards, established by the *IESO* pursuant thereto set forth the rights, obligations and qualifications of *metering service providers* associated with the registration, provision, installation, commissioning, repair, replacement, maintenance, inspection, testing and audit of *metering installations*; the rights and obligations of *metering service providers* and the *IESO* with respect to matters relating to *metering installations, metering data* and *settlement*; and the rights and obligations of *metering service providers* and the *IESO* with respect to the collection or provision, accuracy and security of *metering data.*
2. The *market rules* stipulate that only persons registered by the *IESO* as *metering service providers* may perform the functions required by the *market rules* and the forms, *market manuals*, policies, guidelines and other documents, including standards, established by the *IESO* pursuant thereto to be performed by *metering service providers.*
3. The *market rules* further require that each person wishing to obtain registration as a *metering service provider* execute an agreement pursuant to which the person agrees, among others, to be bound by and comply with the provisions of the *market rules* applicable to *metering service providers* and any forms, *market manuals*, policies, guidelines and other documents, including standards, established by the *IESO* pursuant thereto.
4. The MSP and the *IESO* wish to enter into this *Agreement* in order to establish certain terms and conditions to govern their relationship as of the *effective date* in furtherance of the performance of their respective obligations and the exercise of their respective rights under the *market rules* and under any forms, *market manuals*, policies, guidelines and other documents, including standards, established by the *IESO* pursuant thereto.

NOW therefore, in consideration of the mutual covenants set forth herein and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the *Parties* agree as follows:

#### ARTICLE I

#### INTERPRETATION

* 1. **Incorporation of Market Rules Definitions:** Subject to section 1.2, italicized expressions used in this *Agreement* have the meanings ascribed thereto in Chapter 11 of the *market rules*.
  2. **Supplementary Definitions:**  In this *Agreement*, the following italicized expressions shall have the meanings set out below unless the context otherwise requires:

***“Agreement”*** means this *Agreement*, including any Schedules to this *Agreement*, and the expressions “hereof”, “herein”, “hereto”, “hereunder”, "hereby" and similar expressions refer to this *Agreement* and not to any particular section or other portion of this *Agreement*;

***"applicable law"*** means all laws, regulations, other statutory instruments and rules and other documents of a legislative nature which apply to the *IESO* or to *metering service providers*, and all orders of a government, governmental body, authority or agency having jurisdiction over the *IESO* or the MSP, including any *license* issued to the *IESO* or the MSP;

***“confidential information”*** means (i) information which has been supplied by the disclosing person in confidence implicitly or explicitly, where disclosure could reasonably be expected to (a) prejudice significantly the competitive position of the disclosing person, (b) interfere significantly with the contractual or other negotiations of the disclosing person or another person; (c) result in undue loss or gain to the disclosing person or to another person, (d) compromise the efficiency of the *IESO‑administered markets*, or (e) result in the disclosing person being in breach of a bona fide arm’s length confidentiality agreement to which the information is subject; or (ii) information that, pursuant to the *market rules* or *applicable law*, the *IESO* or the MSP cannot disclose or make available to one or more persons;

***“effective date”*** means the later of (a) the *market commencement date* or (b) the date on which the *IESO* confirms in writing to the MSP that the MSP has satisfied all applicable requirements for registration, as a *metering service provider*; and

***"Party"*** means a *party* to this *Agreement* and *"Parties"* means every *Party*.

* 1. **Interpretation:** In this *Agreement*, unless the context otherwise requires:
     1. words importing the singular include the plural and vice versa;
     2. words importing a gender include any gender;
     3. when italicized, the parts of speech and grammatical forms of a word or phrase defined in this *Agreement* have a corresponding meaning;
     4. the expression “person” includes a natural person, any company, partnership, trust, joint venture, association, corporation or other private or public body corporate, and any government agency or body politic or collegiate;
     5. a reference to a thing includes a part of that thing;
     6. a reference to an article, section, provision or schedule is to an article, section, provision or schedule of this *Agreement*;
     7. a reference to any statute, regulation, proclamation, order in council, ordinance, by-law, resolution, rule, order or directive includes all statutes, regulations, proclamations, orders in council, ordinances, by-laws or resolutions, rules, orders or directives varying, consolidating, re-enacting, extending or replacing it and a reference to a statute includes all regulations, proclamations, orders in council, rules and by-laws of a legislative nature issued under that statute;
     8. a reference to a document or provision of a document, including this *Agreement* and the *market rules* or a provision of this *Agreement* or the *market rules*, includes an amendment or supplement to, or replacement or notation of, that document or that provision of that document, as well as any exhibit, schedule, appendix or other annexure thereto;
     9. a reference to a person includes that person’s heirs, executors, administrators, successors and permitted assigns;
     10. a reference to sections of this *Agreement* or of the *market rules* separated by the word “to” (*i.e.,* “sections 1.1 to 1.4”) shall be a reference to the sections inclusively;
     11. the expression “including” means including without limitation, the expression “includes” means includes without limitation and the expression “included” means included without limitation; and
     12. a reference in this *Agreement* to the *market rules* includes a reference to any forms and *market manuals* established by the *IESO* and to any policies, guidelines or other documents adopted by the *IESO* *Board*, in each case as *published* pursuant to section 7.7 of Chapter 1 of the *market rules.*
  2. **Headings:** The division of this *Agreement* into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this *Agreement,* nor shall they be construed as indicating that all of the provisions of this *Agreement* relating to any particular topic are to be found in any particular article, section, subsection, clause, provision, part or schedule.

#### ARTICLE 2

#### MARKET RULES

2.1 **Market Rules Govern:** In the event of any inconsistency between this *Agreement* and the *market rules*, the *market rules* shall prevail to the extent of the inconsistency.

#### ARTICLE 3

#### MSP RIGHTS AND OBLIGATIONS

* 1. **Compliance with Market Rules:** The MSP hereby agrees to be bound by and to comply with all of the provisions of the *market rules* so far as they are applicable to *metering service providers* in the same manner as if such provisions formed part of this *Agreement.*
  2. **Acknowledgement of Amendments:**  TheMSP acknowledges and agrees that the *market rules* may be amended by the *IESO* from time to time in accordance with the *market rules*.
  3. **Agreement with *Metered Market Participant*:** Unless the MSP is a *metered market participant* in respect of a *metering installation*, the MSP shall enter into an agreement with each *metered market participant* for which it acts as a *metering service provider* in respect of a *metering installation*, which agreement shall, subject to any applicable provisions of the *market rules*, govern the relationship between the *metered market participant* and the MSP and shall comply with all applicable provisions of the *market rules*. This section 3.3 shall not be construed as requiring the MSP to enter into a new agreement with a *metered market participant* with whom the MSP entered into such an agreement prior to the *effective date* provided that such agreement complies with all applicable provisions of the *market rules*.
  4. **Performance Standards:** The MSP shall meet the performance standards set forth in Market Manual 3: Metering Part 3.9: Conformance Monitoring*.*
  5. **Staffing Requirements:** The MSP shall at all times have an adequate number of personnel having the qualifications referred to in section 3.6 such as to permit the MSP to perform all of its functions and obligations under this *Agreement,* to perform all of the functions and obligations of a *metering service provider* under the *market rules* and to meet the performance standards referred to in section 3.4.
  6. **Personnel Qualifications:** The MSP shall ensure that any person that registers, installs, commissions, repairs, replaces, maintains, inspects or tests a *metering installation* in respect of which the MSP is the *metering service provider* and that interacts with the *IESO* with respect to such activities:
     1. has knowledge of the *market rules* so far as they are applicable to services being provided*;*
     2. has the qualifications referred to in Appendix 6.4 of Chapter 6 of the *market rules;*
     3. has the knowledge, experience and training necessary to perform such activities in the manner required by the *market rules* and this *Agreement* ; and
     4. where the person may be entering or may have cause to enter a *facility* owned by a person other than the MSP for the purpose of the performance by the MSP of its obligations under the *market rules* or this *Agreement*, is familiar with and adheres to the safety requirements and practices of the owner of such *facility*,including any applicable safety training requirements of such owner.
  7. **Personnel Records:** The MSP shall establish and keep up to date a register of its personnel that indicates the name, training and qualifications of each member of its personnel, and shall provide such register to the *IESO* upon request.
  8. **Personnel Training:** The MSP shall maintain such quality assurance, training, competency assessment and education programs for its personnel as may be required to ensure that its personnel:
     1. can perform all of the functions and obligations referred to in section 3.5 and meet the performance standards referred to in section 3.4;
     2. have knowledge of the *market rules* so far as they are applicable to *metering service providers*; and
     3. where applicable, are familiar with the safety requirements and practices of the owner of any *facility* referred to in section 3.6.4.
  9. **Rights Relating to Metering Installations:** The MSP shall, in respect of a *metering installation* with respect to which it acts as a *metering service provider,* provide the *IESO* with access to, and procure any rights necessary for the *IESO* to access, such *metering installation* and to access all *metering data* in such *metering installation* such as to enable the *IESO* to perform its obligations and exercise its rights under the *market rules* and this *Agreement* with respect to such *metering installation* and *metering data*.
  10. **Connection Station Service and Transformation Losses:**The MSP shall not submit to the *IESO* any proportions in respect of the apportionment of *connection station service* or transformation losses in respect of a *metering installation,* other than a proportion of 100% apportioned to the *metered market participant* for the *metering installation* or a proportion pertaining to the number of *load serving breakers* serving each applicable *market participant,* unless such proportions have been:
      1. agreed with all applicable *market participants* or *metering service providers*, as the case may be; or
      2. determined by an *arbitrator*.
  11. **Response to Trouble Calls:** Receipt, acknowledgement and reporting with respect to the progress of and resolution of all trouble calls by the *IESO* shall be effected by the person identified in Part B of Schedule 1 hereto. The MSP may from time to time change the person or other information identified in Part B of Schedule 1 hereto upon seven (7) days prior notice to the *IESO.* Such change shall not constitute an amendment to this *Agreement* for the purposes of the application of section 10.2.
  12. **Trouble Call Service:** The MSP shall establish a trouble call service that is compatible with the interfaces defined by the *IESO* and that is capable of acknowledging receipt of trouble calls in accordance with the requirements of the *market rules* and this *Agreement*.
  13. **Provision of Information:** The MSP shall disclose or provide to the *IESO*, to any *metered market participant* for which it acts as a *metering service provider* or the authorized agent of such *metered market participant*, to any *market participant* whose *settlement statements* are determined on the basis of *metering data* contained in a *metering installation* with respect to which it acts as the *metering service provider* and to the *transmitter* or *distributor* to whose facilities such *metering installation* is connected such information as is required to be disclosed or provided pursuant to the *market rules* and this *Agreement.* Such information shall be disclosed or provided within the time specified in, and in the form and manner required by, the relevant provisions of the *market rules* or this *Agreement.* Where no time is specified in relation to the disclosure or provision of specific information, the information shall be disclosed or provided within a reasonable time.
  14. **Accuracy of Information:** Information disclosed or provided by the MSP pursuant to section 3.13 shall be, to the best of the MSP’sknowledge, true, correct and complete at the time at which such disclosure or provision is made. The MSPshall not knowingly or recklessly disclose or provide information pursuant to section 3.13 that, at the time and in light of the circumstances in which such disclosure or provision is made, is misleading or deceptive or does not state a fact that is required to be stated or that is necessary to make the statement not misleading or deceptive.
  15. **Correction of Information:** Where the MSPdiscovers that any information previously disclosed or provided by it to any person pursuant to section 3.13 was, at the time at which it was disclosed or provided, or becomes untrue, incorrect, incomplete, misleading or deceptive, the MSP shall immediately rectify the situation and disclose or provide the true, correct, complete, not misleading or not deceptive information to the person to whom the original or currently untrue, incorrect, incomplete, misleading or deceptive information had been disclosed or provided.
  16. **Record Retention:** The MSP shall retain all meter records required to be maintained by *metering service providers* for a minimum period of seven (7) years.
  17. **Permits and Licenses:** The MSP shall at all times hold and maintain in good standing all permits, licenses and other authorizations that may be necessary to enable it to carry on the business and perform the functions and obligations of a *metering service provider* as described in the *market rules* and in this *Agreement*.
  18. **Notification of Significant Events:** The MSP *shall* immediately notify the *IESO* of the occurrence of, or upon becoming aware of any circumstances that may give rise to, any of the following events:
      1. if the MSP ceases to satisfy any of the qualifications referred to in Appendix 6.4 of Chapter 6 of the *market rules;*
      2. if the MSP ceases to satisfy any material requirement imposed upon it as a condition of its registration as a *metering service provider;*
      3. if it becomes unlawful for the MSPto comply with any of the obligations imposed on *metering service providers* under the *market rules* or with any of the MSP*’s* obligations under this *Agreement;*
      4. a license, permit or other authorization referred to in section 3.17 is suspended, revoked or otherwise ceases to be in full force and effect;
      5. a license, permit or other authorization that may be necessary to enable the MSP to carry on any principal business activity other than those referred to in section 3.17 is suspended or revoked;
      6. the MSP ceases or threatens to cease to carry on its business or a substantial part of its business as a *metering service provider;*
      7. the MSPenters into or takes any action to enter into an arrangement, composition or compromise with, or an assignment for the benefit of, all or any class of its creditors or members or a moratorium involving any of them;
      8. the MSP states that it is unable to pay from its own money its debts when they fall due for payment;
      9. a receiver or receiver and manager or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of any property of the MSP which is used in or relevant to the performance by the MSP of any of the obligations imposed on *metering service providers* under the *market rules* or with any of the MSP’s obligations under this *Agreement;*
      10. an administrator, liquidator, trustee in bankruptcy or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of the MSP*,* or any action is taken to appoint such person;
      11. an application is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of the MSP*.*
      12. the MSPis wound up or dissolved, unless the notice of winding up or dissolution is discharged;
      13. the MSPis taken to be insolvent or unable to pay its debts under any applicable legislation;
      14. an event that triggers or is likely to trigger the revocation, withdrawal, removal or expiry of any waiver or *exemption* granted in respect of any *metering installation* with respect to which it acts as a *metering service provider*;
      15. an event that triggers or is likely to trigger the revocation or expiry of the registration of any *metering installation* with respect to which it acts as a *metering service provider* and that was registered on the basis of an alternative standard referred to in Appendix 6.2 of Chapter 6 of the *market rules*; and
      16. any other event that materially affects or is likely to materially affect:

1. the performance by the MSPof any of the obligations imposed on *metering service providers* under the *market rules* or with any of the MSP’s obligations under this *Agreement*;
2. the performance by the *IESO* of its obligations relating to *metering installations* or *metering data* under the *market rules* or this *Agreement*; or
3. the performance, accuracy or security of any *metering installation* with respect to which it acts as a *metering service provider* or of any *metering data* contained in or being made available from such *metering installation*.
   1. **Payment Obligations:** The MSPshall make all payments required to be made to the *IESO* or permitted to be imposed on the MSPby the *IESO* under the *market rules* or this *Agreement* promptly upon receiving any invoice therefor.
   2. **Removal of Installations:** Where the MSP’sagreement with a *metered market participant* is terminated or expires or where the MSP’s registration is revoked by the *IESO* in accordance with the *market rules,* the MSP shall, at the request of the applicable *metered market participant* or the *IESO,* as the case may be, remove any *metering installation* or other equipment or facilities that it owns and with respect to which it acted as a *metering service provider* at the time stipulated in the request for such purpose. Provided that the request has been provided to the MSP no less than five (5) *business days* prior to the date scheduled for removal of the *metering installation*, the MSPhereby irrevocably consents to the removal of any such *metering installation* or other equipment, at the MSP’ssole risk, cost and expense, by the successor *metering service provider* for that *metering installation* or such other party as may be designated by the *IESO* or the applicable *metered market participant* in the event of the failure by the MSPto remove the *metering installation* or other equipment in accordance with this section.
   3. **Consent to Audits:** The MSPhereby irrevocably consents to the conduct by the *IESO* of any audits permitted by the *market rules* or this *Agreement* to be conducted by the *IESO* and shall, for the purpose of such audits and upon being provided with such notice, if any, as may be required by the *market rules:*
      1. provide the *IESO’s* auditor with unrestricted access, for metering related matters, during normal business hours, to its facilities, equipment, records and personnel;
      2. provide, and procure any rights necessary to provide, the *IESO’s* auditor with unrestricted access during normal business hours to such *metering installation;* and
      3. ensure, and procure any rights necessary to ensure, that either:
4. the *IESO’s* auditor is accompanied at all times while conducting an audit, including an audit referred to in section 3.22, by a qualified representative of the owner of the *metering installation* or the owner of the *facility* within which the *metering installation* is located or both, as the case may be, responsible for ensuring the safety of the *IESO’s* auditor during the audit; or
5. the *IESO* has, prior to the date of the audit, been provided with adequate information pertaining to the hazards on the site and sufficient technical and safety training so as to ensure that the *IESO’s* auditor may safely conduct the audit unaccompanied having regard to the *bona fide* safety requirements and practices of the owner of the *metering installation* or the owner of the *facility* within which the *metering installation* is located or both, as the case may be, in effect on the date of the audit.
   1. **Random Audits:**  Nothing in this *Agreement* shall preclude the *IESO* from carrying out periodic, random and unannounced audits of a *metering installation* for the purpose of ascertaining whether the *metering installation* complies with the requirements set forth in the *market rules.*
   2. **No Adjustments to Metering Data:** Except as expressly permitted by the *market rules* or this *Agreement,* the MSPshall not adjust any *metering data* or other information contained in a *metering installation* with respect to which it is the *metering service provider*, in the *metering registry* or in the *metering database.*
   3. **Insurance:** The MSP shall at all times maintain general contractual liability coverage, errors and omissions insurance coverage and such other insurance coverage on such terms and in such amounts as would be maintained by a prudent person conducting business activities identical to or similar in nature to those of the MSP*.*
   4. **Post-termination Assistance:** The MSPshall, at the request of the *IESO* and for a period of one year following termination of this *Agreement,* provide to the *IESO* such records as may reasonably be required by the *IESO* for the purposes of the enforcement of the *market rules* or of a dispute resolution process that relates to activities undertaken by the MSPduring the term of this *Agreement.*

#### ARTICLE 4

#### IESO RIGHTS AND OBLIGATIONS

* 1. **Compliance with Market Rules:**  The *IESO* hereby agrees to be bound by and comply with all of the provisions of the *market rules* so far as they are applicable to the subject-matter of this *Agreement* in the same manner as if such provisions formed part of this *Agreement.*
  2. **Revocation of MSP’s Registration:** The *IESO* may revoke the registration of the MSP on the grounds noted and in the manner provided for in the *market rules.*
  3. **Provision of Information:**  The *IESO* shall disclose or provide to the MSP such information as is required to be disclosed or provided to the MSP pursuant to the *market rules* and this *Agreement*. Such information shall be disclosed or provided within the time specified in, and in the form and manner required by, the relevant provisions of the *market rules* or this *Agreement.* Where no time is specified in relation to the disclosure or provision of specific information, the information shall be disclosed or provided within a reasonable time.
  4. **Accuracy of Information:** Information disclosed or provided by the *IESO* pursuant to section 4.3 shall be, to the best of the *IESO’s* knowledge, true, correct and complete at the time at which such disclosure or provision is made. The *IESO* shall not knowingly or recklessly disclose or provide information pursuant to section 4.3 that, at the time and in light of the circumstances in which such disclosure or provision is made, is misleading or deceptive or does not state a fact that is required to be stated or that is necessary to make the statement not misleading or deceptive.
  5. **Correction of Information:** Where the *IESO* discovers that any information previously disclosed or provided by it to the MSP pursuant to section 4.3 was, at the time at which it was disclosed or provided, or subsequently becomes untrue, incorrect, incomplete, misleading or deceptive, the *IESO* shall immediately rectify the situation and disclose or provide the true, correct, complete, not misleading or not deceptive information to the person to whom the original or currently untrue, incorrect, incomplete, misleading or deceptive information had been disclosed or provided.
  6. **Use of Information:** Except as otherwise prohibited by the *market rules* or this *Agreement,* the *IESO* and any panel established by the *IESO* is entitled to use any data or information obtained from the MSP in pursuance of the *IESO’s* or the panel’s powers, functions or duties under the *market rules* or under this *Agreement.* The *IESO* may use such information in connection with or to initiate processes provided for in the *market rules* including, but not limited to:
     1. a process to *amend* the *market rules* pursuant to section 4 of Chapter 3 of the *market rules*;
     2. a process to resolve a dispute pursuant to section 3 of Chapter 3 of the *market rules*; or
     3. a process to enforce compliance with the *market rules* or with this *Agreement*.
  7. **Record Retention:** The *IESO* shall retain all records required to be maintained by it under the provisions referred to in section 4.1 or required to be maintained by the *IESO* under this *Agreement* for a period of seven (7) years or for such other period of time as may be specified in the *market rules* or designated by the *IESO* in respect of any record or class of records.
  8. **Audits:** The *IESO* shall have the right to audit, from time to time during normal business hours and upon reasonable notice, the records and procedures of the MSP in order to verify compliance by the MSP with the obligations imposed on *metering service providers* under the *market rules* and with the MSP'sobligations under this *Agreement.*
  9. **No Third Party Rights:** Nothing in this *Agreement* shall be construed as giving the MSP a cause of action in respect of any obligation that the *IESO* may owe to a third party under the *market rules* nor as giving rise to a right of the MSPto enforce the performance by the *IESO* of any such obligation.

#### ARTICLE 5

#### REPRESENTATIONS AND WARRANTIES

* 1. **Representations and Warranties of the IESO:**  The *IESO* hereby represents and warrants as follows to the MSP, and acknowledges and confirms that the MSPis relying on such representations and warranties in entering into this *Agreement:*
     1. the execution, delivery and performance of this *Agreement* by it has been duly authorized by all necessary corporate and/or governmental action; and
     2. subject to the coming into force of any relevant provision of the *market rules,* this *Agreement* constitutes a legal and binding obligation on the *IESO,* enforceable against the *IESO* in accordance with its terms.
  2. **Representations and Warranties of the MSP:** The MSPhereby represents and warrants as follows to the *IESO* and acknowledges and confirms that the *IESO* is relying on such representations and warranties without independent inquiry in entering into this *Agreement*:
     1. the information on the first page of this *Agreement* relating to the name, address and form of business organization of the MSP is true and accurate;
     2. it has all the necessary authority to enter into and perform its obligations under this *Agreement*;
     3. the execution, delivery and performance of this *Agreement* by it has been duly authorized by all necessary corporate and/or governmental action and does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of or a default under or give rise to a right of termination, greater rights or increased costs, amendment or cancellation or the acceleration of any obligation under (i) any charter or by-law instruments of the MSP; (ii) any contracts or instruments to which the MSP is a party or by which the MSP is bound; or (iii) any laws applicable to it;
     4. the individual(s) executing this *Agreement*, and any document in connection herewith, on behalf of the MSP has(ve) been duly authorized to execute this *Agreement* and has(ve) the full power and authority to bind the MSP;
     5. this *Agreement* constitutes a legal and binding obligation on the MSP*,* enforceable against the MSPin accordance with its terms;
     6. it holds all permits, licenses and other authorizations that may be necessary to enable it to carry on the business and perform the functions and obligations of a *metering service provider* as described in the *market rules* and in this *Agreement;*
     7. the information provided in and in support of its application for registration as an MSP was and remains true, accurate and complete in all respects; and
     8. any activities undertaken by the MSPprior to the *effective date* in respect of any *metering installation* with respect to which it has acted as the *metering service provider* have been effected in accordance with the *market rules* and with the terms of any agreement that the MSP may have or have had with the *IESO* prior to the *effective date*.

#### ARTICLE 6

#### CONFIDENTIALITY

* 1. **Confidentiality:**  Sections 5.1 to 5.3 of Chapter 3 of the *market rules* apply to this *Agreement* and are hereby incorporated by reference herein, with all references in those sections to a *market participant* being deemed to be references to the MSPand all references in those sections to the *market rules* being deemed to include references to this *Agreement.*
  2. **Other MSP Confidentiality Obligation:** The MSP shall:
     1. comply with the obligations referred to in section 6.1 in respect of any historical *metering data* pertaining to any *metering installation* that was created or existed prior to the commencement by the MSPof its activities as a *metering service provider* in respect of such *metering installation*; and
     2. respect the *confidentiality classification*, and all associated restrictions on disclosure,assigned or applicable to any *confidential information* that the MSP may prepare or have in its possession or control as a result of activities undertaken by the MSP under the *market rules* or this *Agreement.*
  3. **Other Confidentiality Provisions:**  Nothing in this *Agreement* shall require a *Party* to disclose information that it is prohibited by *applicable law* or the *market rules* from disclosing.

#### ARTICLE 7

#### TERM AND TERMINATION

7.1 **Term:** This *Agreement* shall come into force on the *effective date* and shall remain in full force and effect until terminated in accordance with section 7.2 or section 7.3.

* 1. **Termination Upon Revocation of Registration:** This *Agreement* shall automatically terminate upon the revocation by the *IESO* of the registration of the *metering service provider* in accordance with the *market rules*.
  2. **Termination by MSP:** The MSP may terminate this *Agreement* with or without cause upon ninety (90) days written notice to the *IESO.*
  3. **Ongoing Liability:** Notwithstanding termination of this *Agreement* for any reason, the MSP shall remain subject to and liable for all of its liabilities and financial obligation as a *metering service provider* which were incurred or arose under the *market rules* or this *Agreement* prior to the date of termination of this *Agreement* regardless of the date on which any claim relating thereto may be made.
  4. **Survival:** The provisions of sections 3.16, 3.19, 3.21, 3.26 and 7.4 and of Articles 6 and 8 shall survive termination of this *Agreement* for any reason.

#### ARTICLE 8

#### LIABILITY

8.1 **Liability:** The provisions of section 13 of Chapter 1 of the *market rules* apply to this *Agreement* and are hereby incorporated by reference herein, with all references in such section to a *market participant* being deemed to be references to the MSP.

#### ARTICLE 9

#### DISPUTE RESOLUTION

9.1 **Dispute Resolution:** In the event of a dispute between the *Parties* arising pursuant to this *Agreement*, the *Parties* shall use the dispute resolution process set forth in section 2 of Chapter 3 of the *market rules*. For this purpose, references in section 2 of Chapter 3 of the *market rules* to a *market participant* shall be deemed to be a reference to the MSP*.*

* 1. **No Other Proceedings:** Subject to section 9.3, no *Party* shall commence a civil or other proceeding in relation to a dispute referred to in section 9.1 until such time as the dispute resolution process referred to in section 9.1 has been completed.
  2. **Exception:**  Nothing in section 9.2 shall prevent a *Party* from making application to a court of competent jurisdiction in the Province of Ontario for urgent interlocutory or interim injunctive relief.
  3. **No Prejudice to Sanctions:** Nothing in this *Agreement* shall prejudice the right of the *IESO* to take any enforcement actions referred to in the *market rules.*

#### ARTICLE 10

#### MISCELLANEOUS

* 1. **No Prejudice to Federal Metering Requirements:**  Nothing in this *Agreement* shall affect the obligation of the MSPto comply with all applicable *federal metering requirements* provided that, where this *Agreement* or the *market rules* applicable to *metering service providers* prescribe a higher standard than that prescribed by *federal metering requirements*, the MSP shall comply with such higher standard.
  2. **Amendment:**  No amendment of this *Agreement* shall be effective unless made in writing and signed by the *Parties.*
  3. **Assignment:** This *Agreement* may not be assigned, whether absolutely, by way of security or otherwise, by the MSP*.* This *Agreement* may be assigned by the *IESO* without the prior written consent of the MSP*.*
  4. **Successors and Assigns:** This *Agreement* shall enure to the benefit of, and be binding on, the *Parties* and their respective heirs, administrators, executors, successors and permitted assigns.
  5. **Further Assurances:**  Each *Party* shall promptly execute and deliver or cause to be executed and delivered all further documents in connection with this *Agreement* that the other *Party* may reasonably require for the purposes of giving effect to this *Agreement.*
  6. **Waiver:**  A waiver of any default, breach or non-compliance under this *Agreement* is not effective unless in writing and signed by the *Party* to be bound by the waiver. No waiver will be inferred or implied by any failure to act or by the delay in acting by a *Party* in respect of any default, breach or non-observance or by anything done or omitted to be done by the other *Party.* The waiver by a *Party* of any default, breach or non-compliance under this *Agreement* shall not operate as a waiver of that *Party’s* rights under this *Agreement* in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).
  7. **Severability:** Any provision of this *Agreement* that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of that invalidity or unenforceability and shall be deemed severed from the remainder of this *Agreement,* all without affecting the validity or enforceability of the remaining provisions of this *Agreement* or affecting the validity or enforceability of such provision in any other jurisdiction.
  8. **Prior Agreements:** Subject to section 10.9, this *Agreement* supercedes any prior agreement between the *Parties* with respect to the subject matter hereof.
  9. **Ongoing Liability:** Nothing in this *Agreement* shall extinguish any liabilities or financial obligations that either *Party* may owe to the other under the terms of any prior written agreement between them of like intent and effect to this *Agreement* or of any activities conducted by either *Party* thereunder and which were incurred or arose under such agreement on or before the *effective date*.
  10. **Notices:** Any notice, demand, consent, request or other communication required or permitted to be given or made under this *Agreement* shall:
      1. be given or made in the manner set forth in section 8 of Chapter 1 of the *market rules*;
      2. subject to section 3.11, be addressed to the other *Party* in accordance with the information set forth in Part A of Schedule 1; and
      3. be treated as having been duly given or made in accordance with the provisions of section 8 of Chapter 1 of the *market rules*,

and, for such purpose, all references in section 8 of Chapter 1 of the *market rules* to a *market participant* shall be deemed to be references to the MSP.

Either *Party* may change its address and representative as set forth in Part A of Schedule 1 by written notice to the other *Party* given as aforesaid. Such change shall not constitute an amendment to this *Agreement* for the purposes of the application of section 10.2.

* 1. **Governing Law:**  This *Agreement* shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
  2. **Counterparts:**  This *Agreement* may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the *Parties* adopt any signatures received by a receiving facsimile machine as original signatures of the *Parties;* provided, however, that any *Party* providing its signature in such manner shall promptly forward to the other *Party* anoriginal signed copy of this *Agreement* which was so faxed.

**IN WITNESS WHEREOF** the *Parties* have, by their duly appointed representative(s), executed this *Agreement.*

**Metering Service Provider**

By:

Name:

Title:

Date:

**Independent Electricity System Operator**

By:

Name: Barbara Anderson

Title: Vice President, Corporate Services & CFO

Date:

#### Schedule 1

#### Part A

#### Nominated Representatives for Notifications

#### [Refer to Article 10.10]

IESO

|  |  |
| --- | --- |
| Name of IESO Representative: | Jeannette Briggs |
| Title: | Director, Settlements, Corporate Services |
| Address: | Station A, Box 4474 |
| City/Province/Zip Code: | Toronto, Ontario M5W 4E5 |
| Email Address: | jeannette.briggs@ieso.ca |
| Phone: | (905) 855-6364 |
| Fax: | (905) 855-8688 |

Metering Service Provider (MSP)

|  |  |
| --- | --- |
| Name of MSP Representative: |  |
| Title: |  |
| Address: |  |
| City/Province/Zip Code: |  |
| Email Address: |  |
| Phone: |  |
| Fax: |  |

#### Part B

#### Nominated Metering Service Provider Operational Contact

#### [Refer to Article 3.11]

|  |  |
| --- | --- |
| Name of MSP Representative: |  |
| Title: |  |
| Address: |  |
| City/Province/Zip Code: |  |
| Email Address: |  |
| Phone: |  |
| Fax: |  |

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