

WESTERN POWER POOL ALLIED PARTNER MEMBERSHIP AGREEMENT

1. INTRODUCTION

1.1. Northwest Power Pool dba Western Power Pool (“WPP”) is a 501(c)(6) tax-exempt organization. WPP’s mission is to help coordinate electric grid operations for the western United States and Canada. WPP supports the activities of major utilities, generators, and energy managers who together work for increased grid efficiency and reliability. WPP also seeks to enhance and increase resource adequacy and reliability for entities across the western footprint through its administration of the Western Resource Adequacy Program (“WRAP.”)

1.2. This membership agreement (“Agreement”) represents a binding agreement between the signatory (“Allied Partner Member” or “Allied Partner”) and WPP. By signing this Agreement, Allied Partner commits to supporting WPP’s mission and complying with such rules and policies as the WPP may adopt from time to time. Allied Partners will enjoy the rights and benefits established in WPP’s bylaws, including the right to be considered for service on WPP’s Nominating Committee, should they qualify, and any other benefits that may be established by the organization from time to time.

1.3. **This agreement may be submitted via email to membership@westernpowerpool.org.**

2. MEMBERSHIP RIGHTS AND OBLIGATIONS

2.1. Term. This Allied Partnership Agreement will renew each January 1st for a one-year term unless the Allied Partner informs WPP in writing that it wishes to terminate this agreement, or the agreement is suspended or terminated under Section 2.6. Notice of termination may be sent to membership@westernpowerpool.org.

2.2. Dues Exemption. Per WPP policy, Allied Partners that are actively participating in WPP activities or committees that are self-funded or funded through payments from participants are exempt from the obligation to pay membership dues.

2.3. Compliance with Policies. Allied Partner agrees to abide by WPP’s bylaws, and any additional policies and procedures adopted by WPP, as these may be amended from time to time, all of which are hereby incorporated by reference. Policies and procedures applicable to members will be posted on WPP’s website.

2.4. Company Membership Representative. Allied Partner will complete the attached Allied Partner Membership Representative Information Form. Allied Partner agrees to identify one Company Membership Representative with the power to act on its behalf.

2.5. Supports WPP's Purpose. Allied Partner agrees that it is a corporation, utility, or organization, group, or stakeholder that shares interest in and commits to supporting the mission and purpose of WPP.

2.6. Suspension and Termination. WPP may suspend or terminate the membership of Allied Partner as follows:

2.6.1. Failure to Renew Membership. If Allied Partner fails to pay any applicable dues within sixty (60) days after delivery of a written notification of delinquency, membership may be suspended or terminated.

2.6.2. Resignation. Membership will be terminated within 15 days of WPP's receipt of an Allied Partner's written notice of resignation.

2.6.3. Violation of Policies or Duties of Membership. WPP may suspend or terminate membership if WPP determines that an Allied Partner has violated any material provision of the WPP Bylaws, this Agreement, or any WPP policies or procedures posted to WPP's website.

2.6.4. Allied Partner's Dissolution. If an Allied Partner dissolves, its membership will be deemed terminated as of the dissolution date unless transferred to a successor.

3. GENERAL

3.1. Authority to Enter into Agreement. The person entering into this Agreement on behalf of Allied Partner hereby represents, warrants and covenants to WPP that (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) entering and performing this Agreement does not and will not violate any agreement to which Allied Partner is a party or by which it is otherwise bound; and (c) when executed and delivered or otherwise accepted by the Allied Partner, this Agreement will constitute a legal, valid and binding obligation of Allied Partner, enforceable in accordance with its terms.

3.2. No Other Licenses. By entering this Agreement, Allied Partner neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents, or other intellectual property rights of WPP, WPP or another member, except as expressly provided herein.

3.3. **NO WARRANTY. EACH PARTY ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE AGREED IN WRITING, ALL SERVICES AND INFORMATION PROVIDED TO OR BY WPP ARE PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WPP AND ALLIED PARTNER EACH EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH SERVICES AND INFORMATION.**

3.4. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER WPP OR ALLIED PARTNER BE LIABLE TO THE OTHER OR TO ANY OTHER WPP MEMBER OR THIRD PARTY, UNDER THIS AGREEMENT OR IN CONNECTION WITH SUCH MEMBER'S MEMBERSHIP IN WPP, FOR THE COST OF PROCURING SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. EXCEPT FOR ALLIED PARTNER'S DUES COMMITMENT, OR IN CASES OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, OR WHERE REQUIRED BY APPLICABLE LAW, OR AS OTHERWISE AGREED IN WRITING, THE AGGREGATE LIABILITY OF WPP (INCLUDING ITS WPP PROGRAM) TO ALLIED PARTNER AND TO OTHER PARTIES, AND OF ALLIED PARTNER TO WPP, TO OTHER WPP MEMBERS OR TO OTHER PARTIES, SHALL NOT EXCEED THE PAST 12 MONTHS' MEMBERSHIP FEES PAID BY THE ALLIED PARTNER TO WPP (IF MEMBERSHIP DUES ARE PAID) OR \$500, WHICHEVER IS HIGHER.

3.5. **Governing Law.** This Agreement shall be construed and controlled by the laws of Oregon without reference to conflict of laws principles. If any claim or dispute between the parties is not resolved by good faith negotiations, any suits or proceedings pursued by either party shall be brought in the Federal or state courts located in Multnomah County, Oregon to whose jurisdiction each party hereby submits.

3.6. **Services Addendum.** WPP provides certain services, assistance, analysis, coordination, consulting, and other work ("Services") to Program Signatories under individual agreements or work orders, ("Work Order"), consistent with WPP's 501(c)(6) mission. Allied Partners may be eligible to receive Services under Work Orders by virtue of their WPP membership. Any Allied Partner wishing to receive such Services must sign an Allied Partners Services Addendum ("AP Addendum"). Services provided under a Work Order will be governed by the terms and conditions of the AP Addendum and the individual Work Order applicable to the Services.

3.7. **Complete Agreement; No Waiver.** This Agreement, including all attachments, sets forth the entire understanding of WPP and Allied Partner and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.

3.8. **Amendment.** All amendments to this Agreement enacted by WPP shall be effective upon their stated effective date. Allied Partner shall be given at least thirty (30) days prior written notice of the effective date of any amendment to this Agreement, and of any change to WPP's bylaws that directly, materially and adversely affects any of the rights or obligations applicable to Allied Partner. If Allied Partner does not agree to an Amendment that was so approved, then Allied Partner shall provide written notice to WPP of such disagreement prior to the end of the 30-day notice period. If the parties are not able to reach a mutually acceptable accommodation, this Agreement and Allied

Partner's membership in WPP shall terminate automatically upon expiration of the 30-day notice period, unless Allied Partner elects to withdraw by written notice on an earlier date. Amendments shall be prospective only, unless otherwise agreed to by Allied Partner and WPP. In the event the Allied Partner is required to pay Membership dues, no termination or withdrawal pursuant to this paragraph will entitle Allied Partner to a refund of Membership dues or other fees, all of which are non-refundable.

3.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

3.10. Assignment. WPP membership is non-transferable and non-assignable, except that Allied Partner may transfer its current membership to a successor-in-interest that takes over substantially all of Allied Partner's business or assets, so long as the successor agrees to be bound by WPP's bylaws and this Agreement.

3.11. Logos and Names. Allied Partner grants WPP the right to use its organization's name and logo on the WPP websites and on related marketing materials, solely to indicate Allied Partner's membership in WPP. As long as Allied Partner remains a member in good standing, Allied Partner may use WPP's name and logo, in the format and with the notices provided or requested by WPP, solely to indicate Allied Partner's membership in WPP. If Allied Partner is a public entity, and public entity's policy prevents Allied Partner from agreeing to this provision, please indicate below.

Allied Partner is a public entity subject to a policy that prevents Allied Partner from allowing its name or logo to be used as indicated above.

**Allied Partner
Membership Agreement Signature Page**

Allied Partner Organization Legal Name

Signature

Printed Name of Signer

Title

Date

**Allied Partner
Membership Representative Information Form**

Name:
Street Address:
City:
State:
Zip Code:
Phone:
Email:

Allied Partner Sector Designation

Please identify Allied Partner’s presumptive sector designation. If Allied Partner identifies under more than one category, please indicate all applicable categories.

- Independent Power Producer/Marketer. Independent power producers/marketer with operations within the Western Interconnection.
- Public Interest Organization. Public interest organization that conducts activities within the Western Interconnection.
- Retail Customer Advocacy Group. Retail customer advocacy group that conducts activities within the Western Interconnection.
- Industrial Customer Advocacy Group. Industrial customer advocacy group that conducts activities within the Western Interconnection.
- Load Serving Entity. Load serving entity that serves loads in the WRAP represented by another load responsible entity.
- None of the above. Please describe your organization:

ALLIED PARTNER SERVICES ADDENDUM

This Services Addendum (“Addendum”) supplements the Allied Partners Membership Agreement between Northwest Power Pool, d/b/a Western Power Pool (“WPP”) and Allied Partner.

This Addendum applies solely if WPP performs services, assistance, analysis, coordination, consulting, or any other type of other work (“Services”) for Allied Partner. No Services shall be performed absent Allied Partner’s execution of this Addendum.

1. Term and Termination. This Addendum shall remain in effect for so long as Allied Partner maintains an Allied Partners Membership Agreement with WPP. Notwithstanding the foregoing, all provisions relating to disclaimers, limitation of liability, and indemnification will survive termination of membership or completion of the Services.

2. Scope and Nature of Services. Any and all Services provided to Allied Partner will be at WPP’s discretion and subject to WPP’s willingness and ability to provide the Services. Services will be provided under a separate work order or agreement detailing those services but will be subject to the provisions provided herein. All Services are provided solely in WPP’s capacity as a 501(c)(6) nonprofit corporation acting for the collective benefit of its members.

Allied Partner acknowledges and agrees: (1) Services are advisory and informational in nature; (2) WPP assumes no fiduciary duties to Allied Partner; (3) WPP does not provide legal, financial, engineering, or other licensed professional services unless expressly stated in a signed writing; (4) Allied Partner remains solely responsible for all decisions, actions, regulatory compliance, and business outcomes arising from or related to the Services.

3. **Standard of Service; Disclaimer of Warranties**. WPP will provide Services in an efficient and expeditious manner and in conformance with applicable law and professional standards generally expected of businesses providing services of a similar type. **EXCEPT AS PROVIDED IN THIS SECTION, WPP MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, OR RESULTS.** This section governs, modifies, and supersedes the terms of any other agreement or promise, including course of conduct, that may be construed to address warranties or guarantees or the quality of the Services.

4. Release of the WPP from Liability and Covenant Not to Sue. Except in the case of fraud or willful misconduct, Allied Partner irrevocably releases WPP and its officers, directors, employees, agents, and members from liability and covenants not to sue WPP, its officers, directors, employees, agents, and members with respect to any damages, losses, liability, claims, demands, remedies, and causes of action of any kind whatsoever (collectively, “Claims”) arising from any action or failure to act by WPP in connection with this Addendum or in connection with any Services provided to Allied Partner. The foregoing release and covenant not to sue

includes all Claims based on corporate law, tort, tortious course of conduct, contract, obligations of “good faith,” public policy, common law, equity, or any other legal theory and applies to all actual, direct, special, punitive, exemplary, consequential, incidental, and indirect losses and damages, including those based on lost or prospective profits, inaccurate, damaged, lost, or incomplete data, expenses, fines, penalties, interest, assessments, judgments, attorneys’ and investigative fees and costs, and all other equitable, compensatory, or punitive relief.

5. Indemnification. Allied Partner agrees to indemnify, defend, and hold harmless WPP and its directors, officers, employees, committee participants, agents, and other members from and against any third-party claims, damages, liabilities, penalties, and expenses (including reasonable attorneys’ fees) arising out of or relating to Allied Partner’s use of or reliance upon the Services; data, information, or instructions supplied by Allied Partner; Allied Partner’s acts, omissions, or regulatory violations; or Allied Partner’s breach of this Addendum.

6. No Personal or Allied Partner Liability. Allied Partner acknowledges that WPP operates with limited financial resources for the collective benefit of its members. No director, officer, employee, committee participant, agent, or other Allied Partner of WPP shall have personal liability arising out of or relating to Services provided to Allied Partner.

7. Exclusive Remedy; Time Limitation. The remedies set forth herein are Allied Partner’s sole and exclusive remedies relating to Services. Any claim arising out of or relating to Services must be brought within one (1) year after the event giving rise to the claim, or it is permanently barred.

8. Governing Law; Jurisdiction; Venue. This Addendum and any dispute arising out of or relating to the Services shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of laws principles; provided, however, that with respect to Members that are agencies or instrumentalities of the United States, applicable federal law shall govern to the extent required by law. Any legal action or proceeding arising out of or relating to this Addendum or the Services shall be brought exclusively in the state or federal courts located in Multnomah County, Oregon, and the parties irrevocably submit to the personal jurisdiction and venue of such courts.

9. Acceptance. Allied Partner’s written request for, authorization of, or acceptance of Services constitutes agreement to this Addendum. This Addendum controls over any conflicting terms in the Allied Partnership Agreement with respect to Services.

10. Third Parties. No third party shall have any rights or claims arising from services provided under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their respective authorized officials.

**Northwest Power Pool, dba
Western Power Pool**

Allied Partner Name

Signature

Signature

Ryan Roy

Name

Name

Chief Operating Officer

Title

Title

Date

Date