



## EXHIBIT A

### MUTUAL CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ (“Bidder”) and Avista Corporation (“Avista”) each individually a party, acknowledge and agree to abide by the terms of this Confidentiality Agreement (“Agreement”) related to Avista’s Request for Proposal (“RFP”).

1. **Confidential Information.** Confidential Information means all confidential or proprietary documents, materials and information revealed by one party (as the “Disclosing Party”) to the other party (as the “Receiving Party”) related to the RFP, proposal(s), subsequent correspondence, discussions and negotiations including, but not limited to, information regarding generating equipment, technology, data, leases, sites, plans, studies, schedules, transmission arrangements, costs, pricing, financial statements, marketing, customer lists and the terms of proposed business arrangements involving electric power resources. All Confidential Information must be clearly marked “Confidential.” If Confidential Information is disclosed in a form other than writing, its confidential nature shall be confirmed in writing by the Disclosing Party within ten (10) business days after the date of disclosure.
2. **Exclusions.** Confidential Information shall not include information which (a) is publicly available when disclosed; (b) becomes publicly available without breach of this Agreement; (c) is rightfully acquired and in the Receiving Party’s possession without restriction, or (d) is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information.
3. **Obligations and Use.** To the extent permitted by law, each party shall protect any shared Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information, but in any case, no less than reasonable care. The Receiving Party may use the Disclosing Party’s Confidential Information only for purposes related to the RFP; provided, however, that Avista may use Confidential Information in its communications and filings with the Washington Utilities and Transportation Commission, the Idaho Public Utilities Commission, the Federal Energy Regulatory Commission or any other regulatory agency of competent jurisdiction (collectively, the “Commissions”) and as required under any other state or federal law or regulation. Avista shall, to the extent practical, notify Bidder of any such disclosure of any of Bidder’s Confidential Information. Bidder understands that the Washington Utilities and Transportation Commission, the Idaho Public Utilities Commission and other regulatory agencies of competent jurisdiction may be invited to participate in the opening of any Proposals submitted to Avista pursuant to the RFP and Bidder hereby expressly authorizes the disclosure of its Confidential Information to such regulatory agencies to the extent necessary to facilitate their participation in the opening of such Proposals. For avoidance of doubt, Section 4 of this Agreement shall not apply to any disclosure of Confidential Information to regulatory agencies associated with the participation of such regulatory agencies in the opening of Proposals submitted in response to the RFP. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Agreement.

4. **Disclosure Pursuant to Legal Requirements.** Except as provided in Section 3 of this Agreement, a disclosure that otherwise would be prohibited by this Agreement shall be permitted if such disclosure is required by a judicial, regulatory or administrative body of competent jurisdiction. To the extent permitted by law, a party that receives any such demand shall:
  - a. provide the Disclosing Party prompt notice of the demand; and
  - b. take reasonable steps, and provide reasonable assistance to the Disclosing Party, to preserve the confidentiality of the Confidential Information.
  
5. **Term.** This Agreement shall become effective on the date last executed below (the “Effective Date”) and shall terminate one (1) years following the Effective Date; provided, however, that the obligation of confidentiality shall extend two (2) years from the date that the Confidential Information is disclosed.
  
6. **Remedies.** Each party acknowledges that any breach of the provisions of this Agreement could cause irreparable injury to the Disclosing Party for which monetary damages may not be an adequate remedy. Accordingly, if a breach occurs or is imminent, the Disclosing Party shall be entitled to seek injunctive relief as it deems necessary to prevent or remedy such breach. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY OTHER SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT TO THIS AGREEMENT OR FOR ANY FAILURE OR PERFORMANCE RELATED HERETO HOWSOEVER CAUSED.**
  
7. **Business Arrangements.** Each party understands and acknowledges that no contract or agreement providing for a business arrangement between them shall exist whether by virtue of this Agreement or any written or oral expression with respect to a possible business arrangement by any party or any representative of such party unless and until a separate definitive written agreement specifically regarding such a business arrangement has been executed and delivered.
  
8. **Integration and Modification.** This Agreement constitutes the entire understanding between the parties concerning the Confidential Information and supersedes any previous written or oral agreements regarding the same. No change, modification, addition to or waiver of any provision of this Agreement shall be binding unless in writing and signed by an authorized representative of each party.
  
9. **Choice of Law.** This Agreement shall be binding upon the parties and their respective legal successors and shall be governed by and interpreted in accordance with the laws of the State of Washington, excluding its conflict of laws rules.
  
10. **Counterparts.** This Agreement may be signed in separate counterparts, each of which shall be considered as one and the same.

Agreeing to be legally bound, the signatories each represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign:

Bidder

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Avista Corporation

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By: \_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Printed Name, Title)*

\_\_\_\_\_

*(Date)*

By: \_\_\_\_\_

*(Signature)*

\_\_\_\_\_

*(Printed Name, Title)*

\_\_\_\_\_

*(Date)*

