

MEMORANDUM OF UNDERSTANDING AS TO EMERGENCY ASSISTANCE

THIS MEMORANDUM OF UNDERSTANDING AS TO EMERGENCY ASSISTANCE ("MOU") sets forth the terms and conditions to which PUERTO RICO ELECTRIC POWER AUTHORITY ("PREPA") and electric utilities agree to be bound on occasions when PREPA requests and receives ("Requesting Party") Emergency Assistance (as such term is defined below) from each of the other parties ("Providing Party") pursuant to this MOU, subject to the below provisions. Where appropriate, PREPA and the Providing Parties may be referred to as a "Party." Where appropriate, PREPA and Providing Parties collectively are referred to as the "Parties."

The Parties hereto desire to establish and implement a process whereby PREPA may receive temporary assistance in the form of personnel and equipment and other resources, mutually agreed to by the Parties, to aid in restoring and/or maintaining electric utility service when such service has been disrupted by acts of the elements, unexpected and emergency equipment malfunctions, accidents, sabotage, or any other occurrence for which emergency assistance is deemed to be necessary or advisable ("Emergency Assistance"). The Emergency Assistance contemplated in this MOU is intended to be provided at cost by each Providing Party for the general benefit of the residents, businesses and industries served by a Requesting Party. The Parties contemplate that the Emergency Assistance to be provided under this MOU will be infrequent and of a limited duration. By entering into, or providing temporary assistance under, this MOU, the Providing Parties do not intend such to confer personal jurisdiction over, is not an acceptance of personal jurisdiction by, nor is a waiver of the defense of lack of personal jurisdiction in states where Providing Party provides assistance.

In consideration of the foregoing, each Party hereby agrees as follows:

I. EMERGENCY ASSISTANCE

A. **Governing Principles.** When providing Emergency Assistance or receiving Emergency Assistance, the Parties will adhere to the governing principles for Emergency Assistance arrangements between the Parties (the "Principles") attached hereto as Exhibit A in effect as of the date of a specific request for Emergency Assistance. The Principles may be modified by mutual written agreement of the Parties.

B. **Cost Reimbursement.** With respect to each Emergency Assistance event, the Requesting Party agrees that it will reimburse a Providing Party for all reasonable and necessary costs and expenses incurred by that Providing Party in providing Emergency Assistance as provided under the Principles, unless otherwise agreed to in writing by each Party; provided, however, that the Providing Parties must maintain auditable records in a manner consistent with the Principles. The Providing Parties shall furnish documentation supporting all costs and expenses (at cost without any markup) in a form acceptable to the Requesting Party at regular intervals.

C. **Termination.** Each Party may withdraw from this MOU at any time by providing at least thirty (30) days' prior written notice to the other Party. Regardless of the reason for termination, the Requesting Party shall reimburse each Providing Party for all costs and expenses incurred prior to the expiration of the termination notice period, consistent with the Principles. In the event of termination, the withdrawing party should provide written notice in accordance with Section VII.A. below.

II. LABOR AND EQUIPMENT

A. **Qualifications.** Each Providing Party will provide only personnel who are qualified by the necessary education, training, and experience to perform the particular tasks comprising the Request for Assistance (e.g., persons trained in appropriate utility overhead or underground electrical construction and maintenance). Each Providing Party is responsible for training its personnel and for ensuring they have the technical qualifications in each Providing Party's home jurisdiction necessary to provide the type of Emergency Assistance for which they have been provided. Under no circumstances will a Providing Party or its employees be requested to, or be under any obligation to, perform any work for which such employees do not consider themselves adequately trained and equipped or which, in the good faith determination of Providing Party or its employees, presents unacceptable risk to their safety.

B. **Status of Employees; Permits; Taxes.** Employees of each Providing Party are at all times during the provision of Emergency Assistance the employees of that Providing Party and are not employees of the Requesting Party for any purpose, at any time. The normal and customary wages, hours, and other terms and conditions of employment of each Providing Party are and remain applicable to that Providing Party's employees during the provision of Emergency Assistance. Contractors of a Providing Party that such Providing Party causes to provide Emergency Assistance shall, during the provision of such Emergency Assistance, be contractors of such Providing Party and not Requesting Party and the employees of such contractors shall be employees of such contractors and not of Requesting Party. Requesting Party shall have sole responsibility for securing any and all work permits, labor qualifications and similar requirements of the Commonwealth of Puerto Rico, and shall have sole responsibility for any Commonwealth of Puerto Rico taxes (sales, income, employment or otherwise for which each Providing Party, each Providing Party's contractors, or their respective employees would be liable as a consequence of performing the Emergency Assistance.

C. **Equipment.** Each Providing Party will bring with it to the service territory of the Requesting Party whatever equipment that Providing Party deems necessary to provide Emergency Assistance and as informed by discussions with Requesting Party; provided that Requesting Party will use reasonable good faith efforts to identify and deliver to each Providing Party equipment available for use in the service territory of the Requesting Party. All equipment provided for the Emergency Assistance by a Party shall remain the property of that Party. Each Providing Party shall make all arrangements for transportation of its equipment to and from Requesting Party's service territory (including, without limitation, insurance for the same), and Requesting Party will pay all reasonable costs related to the transportation of the equipment to and from its Service Territory.

D. **Supervening Events.** The Parties agree and acknowledge that, in the course of performance of this MOU, fortuitous events, including without limitation severe weather and other natural or operational calamities, acts of the public enemy, and similar events, may alter the circumstances upon which Providing Party agreed to provide the Emergency Assistance (all such events, "Supervening Events"). In such event, a Providing Party shall provide notice to Requesting Party describing the change in circumstance and its anticipated impact, if any, on that Providing Party's ability to provide the Emergency Assistance on terms previously discussed by the Parties. If, due to any such Supervening Event, a Providing Party determines in its reasonable discretion that it must cancel, curtail or reschedule the Emergency Assistance so impacted, both Parties agree that Providing Party may do so, without any liability or ongoing obligation to Requesting Party, by delivering written notice of such decision to Requesting Party.

III. CONFIDENTIALITY

A. **Confidential Information.** The Parties agree that any business or technical information or data (whether oral, written, electronic, or otherwise and including a trade secret) of or about the other Party or its affiliates or contractors (the "Disclosing Party") that is valuable (and not generally known or readily available to third parties) and that is transmitted to the other Party (the "Receiving Party") during the term of this MOU or during negotiations concerning this MOU ("Confidential Information") will be deemed proprietary and confidential and of both tangible and intangible value to the owner. Receiving Party must not retain, disclose, or use any Confidential Information without Disclosing Party's prior written consent. Receiving Party will take all efforts necessary to protect and prevent any unauthorized use or disclosure and further agrees to cooperate with Disclosing Party's reasonable confidentiality requirements. Receiving Party will notify Disclosing Party of any unauthorized disclosure or use of any Confidential Information as soon as practicable after becoming aware of the same.

B. **Recipient Obligations.** The Parties acknowledge that PREPA is a government entity and that some, or all, of the materials or information provided by each Providing Party to PREPA will be considered a "public record," which PREPA, by law, is obligated to disclose upon request of any person for inspection and copying, unless the public record or the information is otherwise specifically exempt by statute. Should a Providing Party provide PREPA with any materials that it believes, in good faith, contain information which would be exempt from disclosure or copying under applicable law, the Providing Party shall indicate that belief by typing or printing, in bold letters, the phrase "Exempt from Disclosure" both on the initial page and on the face of each affected page of such material and shall submit to PREPA both a complete and a redacted version of such material, along with the statutory exemption applicable to the materials or information. Should any person request to examine or copy any material so designated, PREPA *will produce for that person only the redacted version of the affected material or page(s)* thereof. If the person requests to examine or copy the complete version of the affected material or page(s), PREPA shall notify the Providing Party of that request, and the Providing Party, within thirty-six (36) hours of receiving such notification, shall either permit or refuse to permit such disclosure or copying. If the Providing Party refuses to permit disclosure or copying, that Providing Party agrees to, and shall, hold harmless and indemnify PREPA for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by PREPA, or assessed or awarded against PREPA, in regard to PREPA's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Providing Party is not initially named as a party, that Providing Party shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall constitute PREPA's sole obligation with regard to maintain confidentiality of material or documents, of any kind, or any other information provided by a Providing Party.

C. **Required Disclosure.** The Parties agree that the actual or threatened disclosure or unauthorized use of Confidential Information could cause irreparable harm to a Disclosing Party and that each Disclosing Party will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent unauthorized disclosure or use of Confidential Information. The Parties agree that: (i) the reasonable and necessary time for protecting Confidential Information will be the earlier of three (3) years after termination of this MOU; and (ii) Confidential Information that constitutes a trade secret will be protected for the maximum period allowed by law. At a Disclosing Party's written request, or upon termination of this MOU, the Receiving Party will: (1) return all Confidential Information to that Disclosing Party or (2) destroy all Confidential Information and certify such destruction to that Disclosing Party; provided, that Receiving

Party shall be entitled to keep archival copies as required by its document retention policies and by law; and, provided further that the Receiving Party may retain backup copies of computer or other electronic records which are automatically retained by the Receiving Party in the ordinary course of its business.

IV. INSURANCE

A. **Obligation to Procure Insurance.** During the term of this MOU and for one year thereafter, each Party will obtain and maintain its self-insurance program, or at its expense, the insurance coverage required in this Insurance section. Such coverage shall be self-insured or placed with financially reputable insurers rated "A" or better by A.M. Best and licensed to do business in all jurisdictions where any work is performed under this MOU.

B. **Evidence of Coverage.** Upon request, each Providing Party shall provide a certificate of insurance or evidence of self-insurance to the Requesting Party and the Requesting Party shall provide a certificate of insurance to each Providing Party, evidencing the following required insurance:

1. Workers' Compensation insurance in the form of and in the maximum amount provided for under any workers' compensation or similar law in the jurisdiction where any Providing Party is located, and Employer's Liability coverage with a limit of One Million Dollars (\$1,000,000) per accident.
2. Commercial General Liability or equivalent coverage, including coverage for Contractual Liability and Products/Completed Operations Liability, with a limit of Three Million Dollars (\$3,000,000) combined single limit per occurrence.
3. Business Auto Insurance or equivalent coverage covering the ownership, maintenance, or use of any owned, non-owned, or hired automobile with a limit of Three Million Dollars (\$3,000,000) combined single limit per occurrence.
4. All liability insurance provided hereunder shall provide that:
 - (a) Each individual Providing Party and Requesting Party, its officers, agents, employees, and volunteers are added as additional insureds on a primary non-contributory basis to the Requesting and that individual Providing Party's Commercial General Liability and Business Auto insurance policies identified above.
 - (b) It includes an insurer's waiver of rights of subrogation in favor of the other party, and its employees and agents.
 - (c) It contains a severability of interest clause.

C. **No Limitation of Liability.** Nothing contained herein limits either a Providing Party's or the Requesting Party's liability to that other Party to the limits of insurance certified or carried.

D. **Self-Insurance.** The Parties understand that each may be self-insured for the identified insurance requirements in Section IV.B.(1) through (4). However, the Parties agree that such acceptance does not diminish the responsibilities to each other, as between each Providing Party and the Receiving Party, that would otherwise be covered by insurance if they were not self-insured.

V. LIABILITY

A. **No Consequential Damages.** Regardless of any other MOU provision and regardless of availability under applicable law, no Providing Party will be liable under this MOU to Receiving Party, and the Receiving Party will not be liable to any Providing Party, for lost profits or revenues, business interruption damages or other consequential, special, indirect, treble, exemplary, incidental, or punitive damages under any circumstance, whether any such claim is based in contract, tort (including negligence), strict liability, warranty, or otherwise, under or arising out of, due to or in connection with its performance or nonperformance of this MOU or obligations thereunder.

B. **Hold Harmless and Defend.** The Parties agree that their requirements to hold harmless and defend a Providing Party shall be governed by the terms of the Principles.

C. **Mitigation of Damages.** Nothing in the MOU is to be construed to limit any Party's duty to mitigate damages to the extent required by law.

VI. INVOICING

A. **Invoices.** All invoicing for Emergency Assistance rendered hereunder shall be prepared consistent with the Principles. Each Providing Party shall submit reasonably detailed invoices that include the contract number and any applicable purchase order numbers, the type of service provided, the date of such service, and a breakdown of costs incurred for personnel, equipment, materials and other services. No Providing Party is required to submit a specific form as its invoice, but all invoices shall include the information requested above. Invoices that request reimbursement of expendable materials shall be supported by reasonable documentation. Each Providing Party should submit its "preliminary invoice" to Requesting Party within ninety (90) calendar days from the date the Emergency Assistance is substantially complete. Requesting Party should receive a final invoice within ninety (90) calendar days of submittal of the preliminary invoice. Notwithstanding the foregoing, the Parties agree and acknowledge that reasonable delays in preparing and submitting invoices shall not be cause for non-payment.

B. **Addresses.** Invoices shall be sent to the PREPA's accounts payable or procurement department via e-mail or regular mail as provided below:

To PREPA:

Puerto Rican Electric Power Authority
PO Box 364267
San Juan, Puerto Rico 00936-4267

VII. GENERAL TERMS AND CONDITIONS

A. **Discretion to Respond.** Any Party may elect not to provide services under this MOU at its sole discretion. The Parties understand and acknowledge that they may be Parties to other mutual assistance agreements, and that those other mutual assistance agreements may take precedence or priority

over the Emergency Assistance requested under this MOU. Nothing in this MOU is intended to provide priority to a Party in the event of any emergency.

B. **Other Resources.** Any Party may, in execution of the terms of this MOU, involve other emergency response organizations through mutual-aid agreements, automatic-aid agreements, or subcontracts, or any applicable mutual-aid and emergency/disaster assistance statutes available at law. If such other parties are used, they shall be under such Party's control and, for purposes of this MOU, shall be considered units of such Party.

C. **Notices.** Any notice provided or permitted to be given under this MOU shall be in writing, and may be served by facsimile provided the sender has received a machine-generated confirmation of delivery, personal delivery or by sending the same by express courier service, addressed to the Party to be notified with a return receipt requested. Notice delivered by express courier service shall be deemed to have been given and received on the date of the delivery as shown on the return receipt. Notice served by facsimile shall be deemed given and received upon receipt only if received during normal business hours or, if received after normal business hours, shall be deemed received as of the opening of business on the next business day. For purposes of notice, the addresses and facsimile numbers of each Party shall be as to the address included on each Party's signature page

D. **Governing Law.** The MOU is governed by and is to be construed in accordance with the laws of State of New York.

E. **Laws of Puerto Rico.** This MOU is executed in accordance with the provisions of Executive Order OE-2017-53, issued by the Governor of Puerto Rico on September 28, 2017, and no services will be provided hereunder after the expiration of a 90-day period commencing upon the termination of the Governor's emergency declaration as a result of hurricane María.

F. **Waiver of Sovereign Immunity.** The Parties acknowledge that PREPA is an agency of the Commonwealth of Puerto Rico. Accordingly, PREPA agrees that in the event of any dispute or commencement of any legal processes by the other Party, neither it nor any of its assets is entitled to immunity from suit, execution or attachment or other legal process on the ground of sovereign immunity or otherwise. PREPA's entry into this MOU constitutes, and the exercise of its rights and performance of and compliance with its rights and obligations under this MOU will constitute private and commercial acts done and performed for private and commercial purposes.

G. **Severability.** In the event that any of the terms, covenants or conditions of the MOU, other than the duty of the Requesting Party to pay, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by a court with jurisdiction, the remainder of this MOU and the application of its terms, covenants and conditions shall not be affected by that invalidity.

H. **Amendment and Conflict.** No amendment to this MOU is valid unless mutually agreed and signed by both Parties. In the event of a conflict between the Principles and the MOU, the Principles control.

I. **Entire Agreement.** This MOU sets forth the full and complete understanding of the Parties as of the date of PREPA's signature with respect to the subject matter contained herein and supersedes any and all agreements, representations and contracts made or dated prior hereto (whether written or oral) concerning the subject matter hereof. Modifications or amendments to this MOU must be in writing and

executed by a duly authorized representative of each Party. Any waiver, express or implied, by any Party of any right under this MOU or of any breach by the other Party will not constitute or be deemed as a waiver of any other right or any other breach, whether of a similar or dissimilar nature to the right or breach being waived.

J. **Construction.** This MOU reflects the negotiated agreement of the Parties. Accordingly, this MOU is to be construed as if the Parties jointly prepared it, and no presumption shall be made as to whether one Party or another prepared this MOU for purposes of interpreting or construing any of the provisions of this MOU or otherwise.

K. **Headings for Convenience Only.** The headings provided in this MOU are for convenience and do not affect its meaning.

L. **Counterparts.** This MOU may be executed in counterparts, each of which is hereby deemed to be an original but all of which together shall constitute one and the same instrument. From time to time one or more additional Providing Parties may enter into this MOU by attaching their respective executed signature pages to a copy of this MOU as previously executed by the Requesting Party and the other Providing Parties and delivering such copy with such additional executed signature page to the Requesting Party and such other Providing Parties. This MOU and any counterparts or copies hereof that are executed by the Requesting Party and any one or more Providing Parties may be delivered electronically, including by fax or email, and any signatures or copies of signatures on this MOU or any such counterparts or copies shall be treated as, and given the same force and effect as, original signatures.

MOU for Emergency Assistance (Puerto Rico Electric Power Authority – Hurricane María)

IN WITNESS WHEREOF, the Parties have executed this MOU as of the dates set forth below by their respective signatures.

Puerto Rico Electric Power Authority



Name: Justo Luis González Torres
Title: Executive Director

7/dic/17

Date:

Notices:

Puerto Rico Electric Power Authority
PO Box 364267
San Juan, Puerto Rico 00936-4267
Attention: Eng. Justo Gonzalez Torres
Executive Director

Edison Electric Institute



Name: Thomas R. Kuhn

Title: President

12/14/17

Date:

Notices:

Victoria L. Calderón,
Associate General Counsel, Compliance & Corporate Affairs
Edison Electric Institute
701 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

American Electric Power Service Corporation, for itself and as agent for the operating companies of the American Electric Power system



Name: Nicholas K. Akins

Title: Chief Executive Officer and President

Date: December 8, 2017

Notices:

American Electric Power Service Corporation

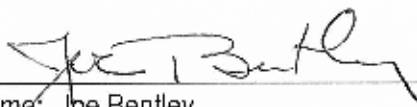
1 Riverside Plaza

Columbus, Ohio 43215

Attn: Associate General Counsel – Transactions

Facsimile: (614) 716-2014

AES Corporation



Name: Joe Bentley
Title: Vice President Power Delivery

December 15, 2017

Date:

Notices:

AES Corporation
One Monument Circle
Indianapolis, Indiana 46204

Austin Energy

Elaina Ball

Name: Elaina Ball

Title: Chief Operating Officer and Deputy General Manager

12-07-17

Date:

Notices:

Austin Energy
721 Barton Springs Rd.
Austin, TX 78704

Eversource Energy Service Company


Name: Michael Zappone
Title: Manager-Resource Acquisition

12/8/2017
Date: 12/8/2017

Notices:

Eversource Energy Service Company
107 Selden Street
Berlin, CT 06037
Attn: Michael Zappone, Manager-Resource Acquisition

With a copy to:

Eversource Energy Service Company
107 Selden Street
Berlin, CT 06037
Attn: Legal Department

Florida Power & Light Co.



Name: Manny Miranda

Title: Senior Vice President, Power Delivery

12/8/17

Date:

Notices:

Florida Power & Light Co.

Tom W. Gwaltney

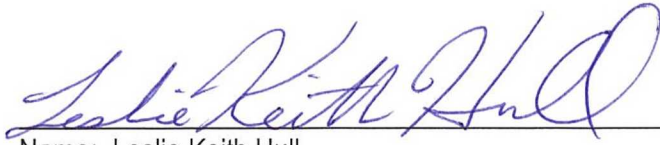
Sr. Director Control Maintenance

15430 Endeavor Drive

Jupiter, FL 33478

T.W.Gwaltney@fpl.com

Oncor Electric Delivery Company LLC



Name: Leslie Keith Hull

Title: Vice President Distribution Operations

12-11-2017

Date:

Notices:

Daniel Hall, Senior Director of Distribution Services
Oncor Electric Delivery Company LLC
1616 Woodall Rodgers Freeway
Suite 7037
Dallas TX 75202

Pacific Gas and Electric Company



Name: Gregg Lemler

Title: Vice President of Electric Transmission Operations

12-8-2017

Date:

Notices:

Pacific Gas and Electric Company
P.O. Box 7442
Mail Code B30A
San Francisco, CA 94120
Attention: Charles Lewis, IV
Law Department

Southern California Edison Company



Name: Phil Herrington

Title: Senior Vice President Transmission & Distribution

12/7/17

Date:

Notices:

Southern California Edison Company

Attn: Nancy Sacre, Project Manager

8631 Rush Street

Rosemead, CA 91770

Nancy.sacre@sce.com

Phone: 626-302-7828

With a copy to:

Southern California Edison Company

Law Department

2244 Walnut Grove Avenue

Rosemead, CA 91770

Attention: Manager, Contracts and Intellectual Property

Sat River Project Agricultural Improvement and Power District,
An Arizona agricultural improvement district



Name: Michael W Lowe, Deputy General Manager

Title: Customer Operations & Services & Chief Customer Executive

12-7-2017

Date:

Notices:

SRP

Wayne Wisdom, Senior Director Distribution Grid Services

Mail Station TSC408

2727 E Washington St.

Phoenix AZ 85034 – 1403

With a copy to:

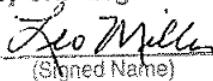
SRP Legal Services

Mail Station PAB4TA

2727 E Washington St.

Phoenix AZ 85034 – 1403

Reviewed by SRP Legal Services Dept.



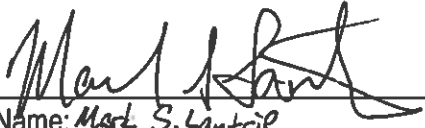
(Signed Name)

Leo Miller

(Printed Name)

Date: 12/7/2017

Southern Company Services, Inc., acting for itself or as agent for Alabama Power Company, Georgia Power Company, Gulf Power Company and Mississippi Power Company, its affiliates



Name: *Mark S. Lantieri*

Title: *Chairman, President and Chief Executive Officer*

12/8/2017

Date:

Notices:

Southern Company Services, Inc.
30 Ivan Allen Jr. Blvd.
Atlanta, GA 30308
Attn: Corporate Secretary and General Counsel

EXHIBIT A

PRINCIPLES APPLICABLE TO MOU AS TO EMERGENCY ASSISTANCE BY A PROVIDING PARTY

1. Safety of personnel and the public is the preeminent objective and responsibility of all involved Parties throughout the emergency response. Providing Party's safety rules and work procedures shall apply to all work done by its personnel. Unless mutually agreed otherwise, the Requesting Party's switching and tagging rules should be followed to ensure consistent and safe operation. The Requesting Party shall provide to the Providing Party written guidelines as to the switching and tagging procedures utilized by the Requesting Party. The Requesting Party shall provide to the Providing Party a sufficient supply of switching/blocking tags suitable for use on the Requesting Party's facilities and equipment. Any questions or concerns arising about any safety rules and/or procedures should be brought to the proper level of management for prompt resolution between management of the Requesting Party and Providing Party.
2. To the extent possible, the Parties should reach a mutual understanding and agreement in advance on the anticipated length – in general – of the Emergency Assistance period. For extended assistance periods, the Parties should agree on the process for replacing, or providing extra rest for, the Providing Party's personnel. It is understood and agreed that if, in the Providing Party's judgment, such action becomes necessary, the decision to terminate the Emergency Assistance and recall personnel and equipment lies solely with the Providing Party. The Requesting Party will take the necessary action to return such personnel and equipment promptly.
3. The Emergency Assistance period shall commence when personnel and/or equipment expenses are initially incurred by the Providing Party in response to the Requesting Party's written notice of its needs. (This would include any request for the Providing Party to prepare its employees and/or equipment for transport to the Requesting Party's location but to await further instructions before departing.) The Emergency Assistance period shall terminate when such employees and/or equipment have returned to the Providing Party, and shall include any mandated DOT rest time or union contracted rest time resulting from the assistance provided and reasonable time required to prepare the equipment for return to normal activities (e.g., cleaning off trucks, restocking minor materials, etc.).
4. Employees of Providing Party shall at all times during the Emergency Assistance period continue to be employees of Providing Party and shall not be deemed employees Requesting Party for any purpose. Providing Party shall be an independent contractor of Requesting Party and wages, hours, and other terms and conditions of employment of Providing Party shall remain applicable to its employees during the Emergency Assistance period.
5. It is the intent of the Parties, to the fullest extent authorized by law, that the Providing Party (as the direct employer of the Providing Party's employees) and the Requesting Party both be entitled to workers' compensation immunity in the event a Providing Party's employee suffers injury or death during the course of any activities contemplated in the MOU. Accordingly, the MOU shall be implemented and interpreted in such a manner as will provide, to the fullest extent possible, workers' compensation immunity to a Requesting Party in the event a Providing Party's direct employee suffers a work-related injury or death during the course of any activities contemplated in the MOU.

6. Providing Party shall make available, upon request, a reasonable number of supervisors in addition to crew leads. Requesting Party shall provide all assignments for work to be done by Providing Party's crews to Providing Party's supervisors; or, when Providing Party's crews are to work in widely separate areas, to such of Providing Party's crew lead as may be designated for the purpose of Providing Party's supervisors.
7. Unless otherwise agreed by the Parties, Requesting Party shall be responsible for supplying and/or coordinating support functions such as lodging, meals, materials, etc. As an exception to this, the Providing Party shall normally be responsible for arranging lodging and meals en route to the Requesting Party's service area and for the return trip home. The cost for these in-transit expenses will be covered by the Requesting Party, consistent with Paragraph 9 below.
8. Requesting Party may indicate to Providing Party the type and size of trucks and other equipment desired, as well as the number of job function of personnel requested, but the extent to which Providing Party makes available such equipment and personnel shall be at Providing Party's sole discretion.
9. Requesting Party shall reimburse Providing Party for all reasonable costs and expenses incurred by Providing Party as a result of furnishing Emergency Assistance. Providing Party shall furnish documentation of expenses to Requesting Party. Such costs and expenses shall include, but not be limited to, the following:
 - a. Employee wages and salaries (including those of Providing Party's contractors) for paid time spent in Requesting Party's service area, paid time during travel to and from such service area, and stand-by time and preparation time when notified to do so by Requesting Party, plus Providing Party's standard payable additives to cover all employee benefits and allowances for vacation, sick leave, holiday pay, social and retirement benefits, all payroll taxes, workers' compensation, employer's liability insurance, and other contingencies and benefits imposed by applicable law or regulation;
 - b. Personnel travel and living expenses (meals, lodging, and reasonable incidentals). This shall not include hotel related expenses other than lodging, unless agreed to by Requesting Party prior to their occurrence. For example, phone calls made from rooms, room service, in-room movies, mini bar usage, etc. should not be incurred;
 - c. Replacement cost of materials and supplies expensed or furnished;
 - d. Repair or replacement cost of equipment damaged, lost or stolen, to the extent that such damage or loss is not attributable to the negligence of Providing Party and its employees and to the extent that such damage and loss is not covered by insurance.
 - e. Charges, at rates internally used by Providing Party, for the use of transportation equipment and other equipment requested;
 - f. Administrative and general costs, which are properly allocable to the Emergency Assistance, to the extent such costs are not chargeable pursuant to the foregoing subsections.
 - g. Contractor costs to the extent any contractor performs Emergency Assistance as part of Providing Party's crews.
10. Providing Party shall keep all time sheets and work records pertaining to Providing Party's personnel furnishing Emergency Assistance for a period of three years after termination of the Emergency Assistance.

11. Requesting Party shall pay all undisputed costs and expenses of Providing Party within sixty (60) days after receiving a final invoice therefor. Specifics as to invoicing by Providing Party shall be as set forth in Section V of this MOU.
12. Requesting Party shall indemnify, hold harmless and defend the Providing Party from and against any and all liability for loss, damage, cost, or expense that Providing Party may incur by reason of bodily injury, including death, to any person or persons, including employees, or by reason of damage to or destruction of any property, including the loss of use thereof, that result from furnishing Emergency Assistance and whether or not due in whole or in part to any act, omission, or negligence of Providing Party or its employees except to the extent that such death or injury to person, or damage to property, is caused by the willful or wanton misconduct and/or gross negligence of the Providing Party or its employees. Where payments are made by the Providing Party under a workers' compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing Emergency Assistance, Requesting Party shall reimburse the Providing Party for such payments, except to the extent that such bodily injury or death is caused by the willful or wanton misconduct and/or gross negligence of the Providing Party or its employees.
13. In the event any claim or demand is made, or lawsuit or action is filed, against Providing Party alleging liability for which Requesting Party shall indemnify and hold harmless Providing Party under these Principles, Providing Party shall promptly notify Requesting Party thereof, and Requesting Party, at its sole cost and expense, shall settle, compromise, or defend the same to such manner as it, in its sole discretion, deems necessary or prudent. Providing Party shall cooperate with Requesting Party's reasonable efforts to investigate, defend, and settle the claim or lawsuit or action.