

EXHIBIT "F"

CONTRACTOR STANDARDS FOR ETHICAL CONDUCT

STANDARDS

1. At all times in the course of its performance of the Contract, the Contractor will conduct itself with fairness, integrity and honesty.
2. At all times during the term of the Contract, the Contractor will avoid any actual, or apparent conflict of interests, in which its interests outside of the Contract (including any engagements the Contractor may have with third parties), and its obligations to • under the Contract and these Standards conflict.
3. The Contractor will promptly disclose to • in writing, to the best of its knowledge, any actual or apparent conflicts between its interests and those of • during the term of the Contract, including:
 - (a) the name of any current director, officer or employee of • who is an Owner, or representative of the Contractor;
 - (b) any business relationship that the Contractor or any of its Owners or officers has with a director or officer of • or with an employee of • who may have actual or apparent involvement in any • procurement process, or the Contract; and
 - (c) the name of any director, officer or employee of • who is connected by frequent or close association to the Contractor, any of its Owners or officers, or any representatives of the Contractor who may have actual or apparent involvement in any • procurement process, or the performance or administration of the Contract.

For the purposes of this section, •'s interests include non-economic considerations such as reputation.

4. In addition to disclosure required above, the Contractor will take any steps reasonably required by • to address or mitigate any actual or apparent conflict of interest.
5. Subject to the terms of the Contract, the Contractor will keep confidential all non-public, confidential information provided to it by • or developed during performance of the Contract. The Contractor will not use that information for any purpose unrelated to performance of its obligations under the Contract.
6. If • gives the Contractor access to any • property during the term of the Contract, the Contractor will use that property solely for purposes of the Contract.
7. The Contractor will not attempt to secure preferential treatment with • by offering gifts, entertainment, or benefits to •'s directors, officers or employees. Reasonable gifts, entertainment, or benefits common to business relationships, [as described in the • Code of Conduct], are acceptable.
8. Unless the Contractor has the express permission of •, the Contractor will not solicit or recruit any • employee during the term of the Contract. This obligation does not prevent the Contractor from

hiring a • employee who responds to a public and broadly issued job advertisement without prompting or encouragement from the Contractor.

9. The Contractor must treat its employees and subcontractors performing work under the Contract respectfully and in a manner free of discrimination and harassment. The Contractor will provide those employees and subcontractors with a safe and healthy workplace.
10. The Contractor and its employees and subcontractors must treat individuals they encounter in the course of performing work under the Contract respectfully and in a manner free of discrimination and harassment.
11. When the Contractor is participating in any public discussions or taking a position of leadership in other organizations, it must not represent itself as a spokesperson of • unless • has specifically retained or instructed the Contractor to act in that capacity.
12. Contractors who would like further information or advice on the application of these Standards are encouraged to speak to [**name of representative**]'s contract representative.
13. A Contractor's failure to adhere to the provisions of these Standards may be a breach of Contract and could result in termination of the Contract.

DEFINITIONS

"•" means [*insert applicable utility*] or any of its subsidiaries that has entered into the Contract;

"**Contract**" means a contract with • in which these Standards are included directly or by reference as a terms or condition;

"**Contractor**" means the contractor, consultant, supplier or business associate who has a Contract; and

"**Owner**" means any person who, individually or together with relatives, directly or indirectly owns 20% or more of the voting rights of the Contractor.