

Nova Scotia Community Feed-in Tariffs
2010 NSUARB-BRD-E-R-10

Undertaking: U-3

Provide the engagement contract for Ms. Susan Shaw describing the scope of work required



INDEPENDENT CONTRACTOR AGREEMENT

Synapse Energy Economics, Inc. ("Synapse"), an economic research firm having its principal office and place of business at 22 Pearl Street Cambridge, MA 02139, and Susan Shaw, P.Eng., 421 Baker Street, London, Ontario N6C 1X8 ("Contractor") for work regarding feed-in tariffs for the Nova Scotia Utility and Review Board ("Client").

Contractor and Synapse agree to the following:

1. Term. This agreement shall be deemed effective as of February 9, 2011. This agreement may be terminated by Synapse in the event that the Client gives notice of cancellation. In the event of such termination, compensation shall be paid to the Contractor for services rendered up to the date of termination.

2. Compensation. Synapse shall reimburse the Contractor at a rate of [REDACTED] per hour for work performed subject to the budget limit. The budget limit on this project is [REDACTED] including travel expenses. The Contractor will provide receipts for all expenses billed to Synapse. In addition, Synapse agrees to reimburse the Contractor for fees, not to exceed [REDACTED]. Payments to the Contractor shall be made in accordance with the following procedures:

- Contractor shall submit monthly billing statements no later than the 5th workday of the month following the month the work was performed.
- Billing statements shall be sent to the attention of Robert Sapiro, Finance & Administrative Manager (by e-mail at rsapiro@synapse-energy.com or US Mail at the above address) and are subject to approval by the Project Manager.
- Billing statements will provide detail as to hours worked per day with a short description, charge rate per hour, and agreed-upon expenses.
- Billings must be based on actual hours worked.
- Total billings for this contract may not exceed the budget limit, unless agreed to in writing by both Synapse and the Contractor.
- Synapse shall submit monthly billing statements to the Client.
- Synapse shall pay the Contractor after receipt of payment from the Client and within 30 days of receipt of payment from the Client.

3. Independent Contractor. The Contractor's status shall remain that of independent contractor and the Contractor shall not have the status of an agent, employee, or representative of Synapse.

4. Indemnification of Contractor. Synapse agrees to indemnify the Contractor against lawsuits arising from this work that are not the result of gross negligence or willful misconduct on the part of the Contractor.

5. Signature

Agreed to and Accepted by:

Robert Sapiro
Finance & Administration Manager
Synapse Energy Economics, Inc.

Date: _____

Susan Shaw, P. Eng.

Date: _____