



EXHIBIT A

MUTUAL CONFIDENTIALITY AGREEMENT

_____ (“Bidder”) and Avista Corporation (“Avista”) acknowledge and agree to abide by the terms of this Confidentiality Agreement related to Avista’s 2009 Renewable Energy Request for Proposal (“RFP”).

Confidential Information. The term Confidential Information shall mean 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 marked “Confidential” or otherwise clearly identified in writing as Confidential Information. 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.

Exclusions. Confidential Information shall not include information which (a) is publicly available when disclosed; (b) becomes publicly available without breach of this Confidentiality 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.

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 (collectively, the “Commissions”) and as required under any other state or federal law or regulation. Avista shall take reasonable precautions to protect the confidentiality of Confidential Information so disclosed. No licenses or rights under any patent, copyright, trademark, or trade secret are granted or are to be implied by this Confidentiality Agreement.

Disclosure Pursuant to Legal Requirements. Notwithstanding any provision to the contrary, a disclosure that otherwise would be prohibited by this Confidentiality Agreement shall be permitted if such disclosure is required by a judicial, regulatory or administrative body of competent jurisdiction. 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.

Return of Information. If the Bidder is not selected by Avista to negotiate a definitive agreement, or if Bidder determines at any point in time after receipt of the RFP that it does not wish to submit a proposal to Avista in response to the RFP, the Bidder shall return all Avista Confidential Information to Avista and shall certify in writing that it has not retained any copies or made any unauthorized use or disclosure of the information contained therein. Avista shall be entitled to retain Bidder’s Confidential Information subject to the terms of this Confidentiality Agreement.

Term. This Confidentiality Agreement shall become effective on the date last executed below (the “Effective Date”) and shall terminate one (1) year 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.

Remedies. Each party acknowledges that any breach of the provisions of this Confidentiality 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 CONFIDENTIALITY AGREEMENT OR FOR ANY FAILURE OR PERFORMANCE RELATED HERETO HOWSOEVER CAUSED.

Integration and Modification. This Confidentiality 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 Confidentiality Agreement shall be binding unless in writing and signed by an authorized representative of each party.

Choice of Law. This Confidentiality 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.

Counterparts. This Confidentiality Agreement will be signed in separate counterparts. The effective date shall be the date upon which it is last signed by a party.

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

Bidder

Avista Corporation

By:

(Signature)

By:

(Signature)

(Printed Name, Title)

(Printed Name, Title)

(Date)

(Date)