



Request for Proposal (RFP) for Participation in Term-DLM Program and Auto-DLM Program

Term-DLM and Auto-DLM Procurement

to Provide Solutions for

National Grid System-Wide Demand Response

with Locational Auto-DLM Selections

RFP ISSUED: DECEMBER 1, 2023

PROPOSAL SUBMISSION DEADLINE: MARCH 1, 2024

Table of Contents

1.	Introduction.....	1
2.	Procurement	1
3.	Schedule for Resource Procurement	2
3.1.	Schedule	2
3.2.	Pre-Bid Call Information	3
4.	Project Detail Information.....	5
4.1	Resource Technical Requirements and Program Needs	6
4.2	Bidder Criteria	9
4.3	Operational Requirements	9
4.4	Locational Need Details	10
4.5	Payments and Penalties	11
4.6	NWA Transition and Interaction.....	14
5.	Proposal Evaluation Criteria.....	14
6.	Proposal Submittal Process and Instructions.....	15
6.1	Execution of Agreement.....	16
	Appendix A – Bid Form Application Copy.....	17
	Appendix B – Curtailment Service Provider Qualifications	18
	Appendix C –Program Agreement Sample	19
	Appendix D – List of Resources for Enrollment Notification (Review and Informational Only)	21
	Appendix E– Non-Disclosure Agreement	22
	Appendix F- Written Notice of Contract Obligation Transfer Sample	35
	Appendix G- Baseline Methodologies	36
	Appendix H- Curtailment Service Provider Agreement	45

1. Introduction

National Grid is pursuing the potential procurement of resources in its Niagara Mohawk Power Corporation d/b/a National Grid (the “Company”) service territory both system-wide and in specific areas where there is an electric system need to provide load relief when events are called by the Company.

This procurement is in accordance with the requirements set forth in the New York Public Service Commission’s (“Commission”) September 17, 2020 *Order Establishing Term-Dynamic Load Management and Auto-Dynamic Load Management Program Procurements and Associated Cost-Recovery* in Cases 18-E-0130, 20-E-0112, and 20-E-0113 (the “Procurement Order”).

The Company has been offering demand response programs for both commercial and residential customers across its service territory for several years. Please visit <https://www.nationalgridus.com/Upstate-NY-Business/Energy-Saving-Programs/Demand-Response> for more information on the programs, available opportunities, links to the System Data Portals, state regulatory sites, and the Piclo vendor platform.

This competitive procurement describes the Term-Dynamic Load Management (“Term-DLM”) Program and Auto-Dynamic Load Management (“Auto-DLM”) Program that the Company will be offering to supplement its portfolio of existing demand response programs. This procurement document will collectively refer to the Term-DLM and Auto-DLM Programs as “The Programs” unless specifically addressing Term-DLM Program and/or Auto-DLM Program components. The Programs will be discussed in detail within this document.

2. Procurement

In accordance with the Procurement Order, the Term-DLM Program will be offered system-wide in the Company’s electric service territory. Term-DLM resources will offer peak-shaving benefits to the Company’s system and will be called on upon no less than 21 hours’ advance notice.

The Auto-DLM Program will be offered in specified areas within the Company’s electric service territory, as noted in this RFP. Auto-DLM resources will need to provide both peak shaving benefits as well as reliability services and may be called on upon no less than 10 minutes’ notice. For each location being targeted in the Auto-DLM Program outlined within this RFP, the notice period for each location will be provided and the amount of load relief procured by the Company will be capped at the amount of load relief needed as demonstrated herein.

3. Schedule for Resource Procurement

3.1. Schedule

The procurement schedule outlined below is subject to change. The capability period will be from May 1st through September 30th in each calendar year (“Capability Period”). Resources included in awarded bid(s) are required to be in-service no later than May 1, 2025 for the 2025 Capability Period, as shown below.

Planned Date	Milestone
12/1/2023	Procurement Launch
12/14/2023	Pre-Bid Conference Call
1/8/2024	Written Questions Due
1/22/2024	Answers to Questions Posted
3/1/2024	Bid Responses Due
4/1/2024	All Bidders Notified of their Status
5/31/2024	Contracts/Program Agreement Executed (Appendix C)
11/1/2024	Early Exit Deadline for 2025 Capability Period
4/1/2025	Enrollment Deadline for List of Resources Commencing Participation in 2025 (Appendix D)
5/1/2025	Contract Performance for 2025 Begins

3.2. Pre-Bid Call Information

National Grid will host a pre-bid call for all interested parties on December 14, 2023 at 9AM Eastern US Time. Call information may be found below:

Microsoft Teams meeting

Join on your computer or mobile app

Meeting ID: 298 952 379 70

Passcode: 6BkM2H

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

nationalgrid@m.webex.com

Video Conference ID: 119 301 561 7

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 469-312-8116,599877493#](tel:+14693128116599877493) United States, Dallas

Phone Conference ID: 599 877 493#

3.3 Definitions

“Aggregation” refers to the portfolio of eligible customers collectively enrolled by an Aggregator.

"Aggregator" refers to a party other than the Company that represents and aggregates the load of eligible customers who collectively have a Load Relief potential of 50 kW or greater and is responsible for the actions of the customers it represents, including performance and, as applicable, performance adjustments, penalties, and repayments to the Company.

“Application” is defined as the set of materials required to enroll eligible resources in the Term DLM Program and/or Auto-DLM Program as detailed in the Program Agreement.

“Capability Period” under the Programs refers to the period during which the Company can request Load Relief. The Capability Period shall be from May 1 through September 30.

“CBL” means the customer baseline load as calculated under the Company’s Customer Baseline Load methodology. The Customer Baseline Load methodology is described in the Company’s baseline operating procedure, which is published on the Company’s website. Direct Participants or Aggregators may propose alternate CBL methodologies to the Company by December 1 each year, with specific details and documentation as to how the proposed calculation will be performed. The Company will review the process and methodology by January 1 of the subsequent year and notify the Direct Participant or Aggregator if the proposed methodology is acceptable. Following acceptance, the proposed alternate CBL will be used for the Direct Participant or Aggregator’s demand response calculations beginning May 1.

“CBL Verification Methodology” means the methodology used by the Company to verify the actual Load Relief provided (kW and kWh) during each hour of each designated Load Relief Period and Test Event. Actual load levels are compared to the customer baseline loads to verify whether the Direct Participant or Aggregator provided the kW of contracted Load Relief; provided, however, that the Company may estimate the data pursuant to the Company’s operating procedure if data is not available for all intervals. When the weather-adjusted CBL methodology is used and the calculated weather adjustment falls outside of Company defined ranges (i.e., the Company deems the weather to be atypical on the day of a Load Relief Period or Test Event when compared to the baseline period), the Company may review and revise a participant’s baseline based on the customer’s historical load data. When the weather-adjusted CBL methodology is used, or an approved alternate CBL methodology, the Company, at its own discretion, may select alternate hours for the adjustment period to calculate the weather adjustment factor in order to accurately reflect the customer’s typical usage.

“Cleared Quantity” refers to the amount of Load Relief, measured in kW, awarded to an Aggregation through the RFP

“Contracted Hours” refers to the four-hour period within a weekday (i.e., Monday through Friday) during the Capability Period, excluding holidays, during which the Direct Participant or Aggregator contracts to provide Load Relief whenever the Company designates a Term-DLM Event. The Contracted Hours are established by the Company location and will be provided in the Program Agreement.

“Deficient Quantity” refers to the portion of the Cleared Quantity, measured in kW, that an Applicant requests, on or prior to November 1 of the calendar year prior to a Capability Period, to be relieved of its commitment for contract Load Relief and for which an Early Exit Fee shall be paid.

“Direct Participant” is a customer who enrolls under these Programs directly with the Company for a single account and agrees to provide at least 50 kW of Load Relief. If the customer wishes to enroll multiple customer accounts within the Company’s service territory that collectively have a Load Relief potential of 50 kW or greater, each account must meet the terms of service under these Programs. Performance of multiple customer accounts will be measured on a portfolio basis.

“Early Exit Fee” Aggregators and Direct Participants shall have the right to terminate their obligations under their respective Program Agreements prior to the first Capability Period, before a Company-specified deadline, by paying an Early Exit Fee equal to ten percent of the product of the remaining length of the contractual obligation in years, the Aggregator or Direct Participant’s applicable reservation rate, and the kW of Portfolio Quantity. At its discretion, the Company can offer additional opportunities to exercise such early exit rights or require payment of the Early Exit Fee based on a failure to meet minimum performance standards.

“Electric Generating Equipment” is the: (a) electric generating equipment, including technologies that can be exported, at the premises of an eligible customer used to provide Load Relief under these Programs; or (b) emergency electric generating equipment that is interconnected and operated in compliance with the Company’s Standard Interconnection Requirements and used to provide Load Relief under these Programs.

“Emergency Event” is the Company’s request for Load Relief: (a) on less than the specified notice in the Program Agreement; or (b) for hours outside of the Contracted Hours.

“Load Relief” is the demand (kW) and energy (kWh): (a) ordinarily supplied by the Company that is displaced by use of Electric Generating Equipment and/or reduced by the Direct Participant or Aggregator at the customers’ premises; or (b) produced by use of Electric Generating Equipment at the premise of an eligible customer and delivered by that customer to the Company’s delivery system during a Load Relief Period.

“Load Relief Period” refers to the hours for which the Company requests Load Relief during: (a) a Term- DLM Event, which can also include Auto-DLM participants; or (b) an Auto-DLM Event, provided, however, that Load Relief will not be required under Auto-DLM Event between the hours of 12:00 AM and 6:00 AM. A Load Relief Period may be designated under Auto-DLM in accordance with the terms of the Program Agreement.

“Performance Factor” is the ratio of Load Relief specified in the Program Agreement to the actual Load Relief provided. “Performance Payments” will be paid by the Company, as applicable, to a Direct Participant or Aggregator for Load Relief during the Load Relief Period as described in the Program Agreement.

“Portfolio Quantity” is the amount of Load Relief a Direct Participant or Aggregator agrees to supply based on the Program Agreement.

“Program Agreement” refers to the specific terms and conditions that apply to Aggregators and Direct Participants based on signed contracts associated with their Vintage Year.

“Test Event” refers to the Company’s request under the Reservation Payment Option of the Term-DLM Program – and/or Auto-DLM Program for Direct Participants and Aggregators to provide Load Relief to test participants’ response to a request for Load Relief. The duration of a Test Event is one hour for both the Term-DLM Program and Auto-DLM Program. If a Test Event is called under the Term-DLM Program, Load Relief will be requested within the four-hour span of Contracted Hours. If called under the Auto-DLM Program, Load Relief will be requested at a time determined solely at the Company’s discretion but not between the hours of 12:00 AM and 6:00 AM.

“Vintage Year” refers to the first Capability Period an Aggregator or Direct Participant is contractually obligated to participate in.

4. Project Detail Information

In addition to the information presented in this RFP, the Company has provided information on the solution requirements in order to participate in The Programs.

4.1 Resource Technical Requirements and Program Needs

Term-DLM Program Requirements and Information	
Location	Niagara Mohawk Power Corporation d/b/a National Grid Electric Service Territory
Dispatch Notification Methods	Email, phone
Dispatch Threshold for Event (Activation when load forecast exceeds threshold)	92% of system-wide 95/5 peak forecast
End Date (year)	3-year contract
Days of the Week Needed	5 (M-F)
Time of Day	4:00pm-8:00pm
Response Time	21-hour notice
Duration per Event	4 hours
Number of Calls Expected per Year*	2-8 annually

*This information is based on 5 years of historical data available and subject to change as needs present as shown below. The below table provides the number of events called in the Company’s current Commercial System Relief Program (“CSRP”) for comparative purposes. The CSRP is one of the Company’s demand response programs that offers incentives for annual enrollment and load reductions.

Year	Number of events called in CSRP for comparison
2019	1
2020	5
2021	8
2022	7
2023	5

Auto-DLM Program Requirements and Information						
Location*	Madison Station	Buffalo Station 126	Military Road	Newark St	Avenue A	Grand Street

Location City/Town	Rome	Tonawanda	Tonawanda	Cohoes	Albany	Cobleskill, Howes Cave
Load Relief Need	.57 MW	0.20 MW	1.54 MW	2.25 MW	1.83 MW	3.0MW
NYISO Zone	E	A	A	F	F	F
Substation(s)	Madison Station	Buffalo Station 126	74 Military	Newark St	Avenue A	Grand Street
Feeder(s)	36_18_65471 , 36_18_65472 , 36_18_65473 , 36_18_65474	36_01_12661 , 36_01_12662 , 36_01_12663 , 36_01_12664	36_01_7461, 36_01_7462, 36_01_7463, 3_01_7464 , 36_017465 , 36_01_7466	36_31_30051, 36_31_30052, 36_31_30056, 36_31_30057	36_30_29109, 36_30_29110, 36_30_29111, 36_30_29112, 36_30_29113, 36_30_29114	36_37_43351
Dispatch Notification Methods	Email, SMS	Email, SMS	Email, SMS	Email, SMS	Email, SMS	Email, SMS
Event Dispatch Criteria***	90% of system rating	90% of system rating	90% of system rating	90% of system rating	90% of system rating	90% of system rating
Length of Obligation	5-year contract	5-year contract	5-year contract	5-year contract	5-year contract	5-year contract
Days of the Week Needed	7	7	7	7	7	7
Time of Day	2:00pm - 8:00pm	2:00pm - 8:00pm	12:00pm - 10:00pm	2:00pm - 8:00pm	2:00pm-8:00pm	11:00am – 8:00pm
Response Time	21 hours' notice	Minimum 10 minutes' notice	21 hours' notice	21 hours' notice	21 hours' notice	21 hours' notice
Duration per Event	4 hours	4 hours	4 hours	4 hours	4 hours	4 hours
Minimum Period Between Events	N/A	N/A	N/A	N/A	N/A	N/A
Forecasted Number of	3	1	17	11	25	7

Calls for 2025**						
Tier****	III	V	I	I	I	I

* can be used to further view the details of the noted locations. See usage instructions in Section 4.4.

** The forecasted number of calls is based on the Company’s 95/5 load forecast of the constraint in 2025 but the actual number of calls is based on real-time events and/or other factors that may impact number of events. The 95/5 forecast is an extreme weather scenario and may not represent the actual weather in a given year. As such, number of calls may vary greatly from the 95/5 weather scenario. This forecast should not be interpreted as any guarantee of number of events. Below is a table of how many events may have been called for each Auto-DLM Program location based on the number of historical peaks in these areas over the past five (5) years. This information should be used for informational purposes only and should not be interpreted as any guarantee of number of events:

Year	Madison Station	Buffalo Station 126	Military Road	Newark St	Avenue A	Grand Street
2019	0	0	1	0	0	0
2020	0	1	9	1	7	0
2021	0	0	9	2	22	0
2022	0	0	6	4	13	1
2023	1	0	5	0	2	0

*** An Auto-DLM Program event may be called when the targeted area’s forecasted or real-time loading exceeds the specified percentage (described in the Auto-DLM Program Requirements and Information table) of an operating rating that applies under normal system conditions, or emergency system conditions in the event a contingency were to occur.

Tier	Value Range per KW
I	\$0-\$100
II	\$101-\$200
III	\$201-\$300
IV	\$301-\$400
V	\$400+

4.2 Bidder Criteria

Bids for service may be submitted by an Aggregator submitting bids on behalf of a portfolio of participants or by a Direct Participant submitting on their own behalf. Any Aggregator applying to enroll a resource(s) into the Term-DLM Program and/or Auto-DLM Program must already be a New York Independent System Operator (“NYISO”) Demand Response (DR) Provider or an active Company Curtailment Service Provider. If not, the Aggregator may apply for acceptance into The Programs by submitting an application package as outlined for Curtailment Service Providers in Appendix B. Upon a final favorable determination of the application, the bidder may participate in The Programs. The Company can limit, suspend, or terminate participation by a bidder at any time and without notice. Bidders may participate in The Programs at the Company’s sole discretion. Direct Participants and Aggregators may refer to Niagara Mohawk Power Corporation d/b/a National Grid P.S.C. No. 220 Electricity Tariff (“Tariff”) Rule 65 to ensure they meet the minimum requirements. If a Direct Participant or Aggregator requests to operate Electric Generating Equipment for Load Relief Purposes under The Programs, they must adhere to any notifications required to be provided to the Company as outlined in the Tariff, Rule 65.3. Operation of diesel-fired generation to meet committed load relief is prohibited.

Term-DLM Program participants may not simultaneously participate in CSRP or the Auto-DLM Program. Auto-DLM Program participants may not simultaneously participate in CSRP, Distribution Load Relief Program (“DLRP”), or the Term-DLM Program. Value Stack customers may participate in either the Term-DLM Program and/or Auto-DLM Program, however, customers making such election must forgo the Demand Reduction Value (“DRV”) and Locational System Relief Value (“LSRV”) compensation otherwise available under Value Stack. Net Energy Metering customers are prohibited from participating in either the Term-DLM Program or the Auto-DLM Program.

Further, the Company reserves the right to close or extend solicitation at any time and/or add to the solicitation. If changes are made, notification will be posted on the Company’s Demand Response website at <https://www.nationalgridus.com/Upstate-NY-Business/RFP/Term-DLM-and-Auto-DLM-Program-Request-for-Proposals>

By executing a contract for Load Relief through the Term-DLM Program and/or Auto-DLM Program, Aggregators and/or Direct Participants agree to all the terms and provisions set forth in the Tariff including technology requirements and compensation rules.

Bidders not selected for award or participation in The Programs
may request feedback.

4.3 Operational Requirements

All participants must have National Grid interval metering in place to participate in The Programs. All performance will be measured using the Company’s interval meter data. Any resource that does not have interval metering in place must submit a request to the Company requesting the installation of a new meter at least 21 business days before April 1, 2025 to ensure the interval meter is in place prior to the Enrollment Deadline. The Company will install interval metering within 21 business days of the later of the Company’s receipt of a participant’s payment for an upgrade to interval metering and: (i) evidence that a request has been made to the telephone carrier (*e.g.*, receipt of a job number) to secure a dedicated phone line for a meter with landline telecommunications capability; or (ii) receipt

of the active Internet Protocol (“IP”) address that the wireless carrier has assigned to the modem’s electronic serial number (“ESN”) for a meter with wireless capability. The Company will not be required to meet the 21-business day timeframe if there are reasons outside of the Company’s control, such as a major outage or storm, or denial of access to the meter. The customer taking electric service from the Company is responsible for the metering and installation costs. The metering and installation costs are available from the Company’s representatives. Metering communications are necessary for administration of The Programs. Where meter reading communications must be installed, the Company shall provide the necessary communications equipment to the customer's meter which records the electric requirements delivered to the customer's premise. The customer agrees to pay the Company an Incremental Customer Charge in the amount of \$11.77 per month (or the rate in effect in Rule 25 of the Tariff at the time of the request) to cover the incremental cost of metering communications. The customer shall be responsible for all metering and communication devices and associated costs as prescribed above and in accordance with Rule 25 of the Tariff.

The Company may notify Direct Participants and Aggregators by phone, e-mail, or machine-readable electronic signal, or a combination thereof, in advance of the commencement of a Load Relief Period or Test Event. The Direct Participant or Aggregator shall designate in writing an authorized representative and an alternate representative, and include an electronic address, if applicable, to receive the notice. In the case of aggregations, only the Aggregator will be notified of the Load Relief Period or Test Event. The Aggregator is responsible for notifying resources within its respective aggregation(s).

A resource applying to enroll in the Term-DLM Program must be capable of a response time with 21 hours’ notice from the Company, Monday through Friday. A resource applying to enroll in the Auto-DLM Program must be capable of a response time within 10 minutes of notice from the Company and available 7 days per week.

The Company may issue a Test Event for the resources enrolled in The Programs. These Test Events will consist of one-hour time periods. If the Company issues a Test Event, Term-DLM Program resources will be notified 21 hours in advance of the event and Auto-DLM Program resources with the notification specified in the Auto-DLM Requirements and Information table above. If a Test Event is called under the Term-DLM Program, Load Relief will be requested within the four-hour span of Contracted Hours. If a Test Event is called under the Auto-DLM Program, Load Relief will be requested at a time determined solely at the Company’s discretion but not between the hours of 12:00 AM and 6:00 AM.

Direct Participants or Aggregators submitting bids to begin participation in the 2025 Capability Period that are accepted and contracted through this procurement are expected to be operational and ready to provide their contracted Load Relief by May 1, 2025.

4.4 Locational Need Details

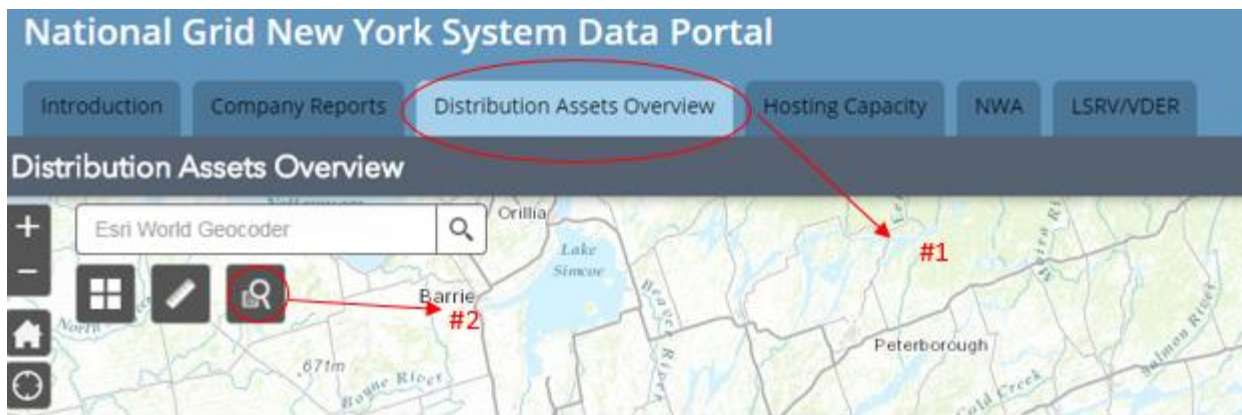
The Company’s New York System Data Portal can be used by bidders to visually view the locations being targeted for the Auto-DLM Program. Interested parties may access the National Grid System Data Portal for more information that is available online via the following link:

To view specific substations or feeders mentioned in Section 4.1 of this RFP:

1. Select the tab “Distribution Assets Overview.”

2. Utilizing the search function, search for the locations in the “Auto-DLM Requirements and Information” table above to verify eligibility of the resource location. Searches can be performed by feeder or by substation.
3. Refer to Section 4.1 of this RPF for feeder and substation information.

Image taken from National Grid’s System Data Portal



4.5 Payments and Penalties

The Company is seeking cost-effective solutions that provide value to our customers. Bidders should bid their lowest acceptable price to be considered for enrollment.

Participants will be required, at a minimum, to detail the amount of Load Relief they will provide, what location they will provide it in, the Incentive Rate per kilowatt (“kW”) per Capability Period, and other supporting information. This Incentive Rate will determine maximum annual per kW compensation. The price requested in the bid per kW, multiplied by the total kW pledged, then multiplied by the number of years of the contract, represents the full contract value that can be achieved with 100% performance when called over the contract length. Direct Participants or Aggregators will also receive a \$0.10 per kilowatt hour (“kWh”) payment for every kWh of load reduction their Aggregations achieve during a Term-DLM or Auto-DLM Event. Direct Participants or Aggregators will be paid based on performance at the end of each Capability Period as detailed in the Vintage Year 2025 DLM Program Agreements.

For all Event Performance Factors, the contracted Load Relief shall be the Portfolio Quantity associated with an aggregation. The hourly kW of Load Relief provided is based on the combined provision of the customers comprising the Aggregation. The following section outlines the Performance Factor Calculations respective to The Programs:

- 1) Event Performance Factor under Term-DLM Program: When a Term-DLM Event is called, it is the ratio of: (i) the average hourly kW of Load Relief provided during the Contracted Hours up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. The Event Performance Factor is rounded to two decimal places and has an upper limit of 1.00 and a lower limit of 0.00.
- 2) Event Performance Factors under Auto-DLM: When an Auto-DLM or Term-DLM Event is called, it is the ratio of: (i) the average hourly kW of Load Relief provided during the first four hours of the Load Relief Period up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. The Event Performance Factor is rounded to two decimal places and has an upper limit of 1.00 and a lower limit of 0.00.

3) Test Event Performance Factor under Term-DLM and Auto-DLM: Event Performance Factor, when a Test Event is called, it is the ratio of (i) the average hourly kW of Load Relief provided during the Test Hour up to the kW of contracted Load Relief to (ii) the kW of contracted Load Relief. The Test Event Performance Factor is rounded to two decimal places and has an upper limit of 1.00 and a lower limit of 0.00.

The Adjusted Performance Factor for each Term-DLM Event is equal to (1) the Performance Factor when greater than or equal to 0.80 and (2) when below 0.80, the difference of the Performance Factor and the difference of 0.80 and the Performance Factor. For example, a Performance Factor of 0.70 would yield an Adjusted Performance Factor of $0.70 - (0.80 - 0.70) = 0.60$.

The Adjusted Performance Factor for each Auto-DLM Event is equal to (1) the Performance Factor when greater than or equal to 0.90 and (2) when below 0.90, the difference of the Performance Factor and the difference of 0.90 and the Performance Factor. For example, a Performance Factor of 0.70 would yield an Adjusted Performance Factor of $0.70 - (0.90 - 0.70) = 0.50$.

Computation of the Performance Factors applicable to Term-DLM Program and Auto-DLM Programs allow for negative Adjusted Performance Factors. Negative Adjusted Performance Factors would not occur unless participants provide less than 40 percent of their contracted load relief in the Term-DLM Program, and less than 45 percent of their contracted load relief in the Auto-DLM Program. The Average Season Performance Factor is the average of all Adjusted Performance Factors recorded for a given Aggregation during that season. The Average Season Performance Factor is rounded to two decimal places and has an upper limit of 1.00 and a lower limit of -0.80 for the Term-DLM Program and -0.90 for the Auto-DLM Program. An Average Season Performance Factor below 0.00 results in a penalty with money due to the Company. For example, if a participant has an Aggregation consisting of 100 kW with an Incentive Rate of \$10 per kW, an Average Season Performance Factor of -0.20 would result in the participant owing \$200 to the Company at the end of the Capability Period.

The Reservation Payment, which is issued annually, is equal to the applicable Incentive Rate per kW per Capability Period multiplied by the participant's Portfolio Quantity multiplied by the participant's Aggregation Average Season Performance Factor. A participant will end up owing National Grid money following the Capability Period if this calculation results in a negative value.

Reservation Payments will be issued to participants by the end of November following the Capability Period. Any amounts owed to the Company by a participant will be due by January 15 following the issuance of an invoice by the Company. If the Company does not receive payment in full, the participant may be barred from current and future participation in other Company programs. If payment is not received for the preceding Capability Period, the Company may vacate any award received by that participant for future Capability Periods and charge the participant the Early Exit Fee in addition to money already owed which must be paid within 30 days of receiving an invoice. If the participant participates in the Company's CSRP or DLRP under the Tariff, the participant agrees that payments from those programs can be collected by the Company to satisfy outstanding debts to the Company incurred through Term-DLM Program and/or Auto-DLM Program participation.

The Company will provide a Performance Payment for participation in events at the rate of \$0.10/kWh. The Performance Payment is equal to the applicable \$0.10/kWh multiplied by the average hourly kWh of Load Relief provided by the Aggregation during the event multiplied by the number of event hours. Performance Payments are

made for both events called with the required notification, and for any participation in any emergency events called with less than the required notice.

Performance Payments for Test Events are equal to \$0.10/kWh multiplied by the average hourly kWh of Load Relief provided by the participant during the Test Event up to the contracted Portfolio Quantity multiplied by the number of event hours.

Restrictions of Performance Payments during concurrent Load Relief hours as detailed in Rule 65.8 of the Tariff apply.

All Performance Payments for a Capability Period will be issued at the same time as a participant's Reservation Payments.

Participants shall have the opportunity to declare a Deficient Quantity in an aggregation and pay an Early Exit Fee by November 1 prior to the forthcoming Capability Period. To declare a Deficient Quantity, the participant shall submit a request to TermandAutoDLM@nationalgrid.com

If the participant declares a Deficient Quantity, it must pay the Early Exit Fee, which is calculated as the product of the Deficient Quantity, multiplied by the Clearing Price, multiplied by 10%, multiplied by the remaining years of the contract. The Early Exit Fee must be paid to the Company by the following January 15 or first business day following January 15 if it falls on a weekend or Company holiday.

If the Early Exit Fee is not paid in full by the due date, then such occurrence shall constitute an Event of Default and the Company shall have the right to terminate all or any portion of the participant's Portfolio Quantity for any or all remaining Aggregations. Any and all Aggregations so terminated shall be deemed to constitute Deficient Quantity and the Early Exit Fee in respect thereof shall be due and payable within five (5) business days after demand for payment therefor is given by the Company.

Payment of an Early Exit Fee does not absolve the participant of the requirement to pay penalties owed as a result of program participation for prior Capability Periods.

If an Aggregation achieves an Average Season Performance Factor of 0.00 or less for the Term-DLM Program and/or the Auto-DLM Program, the Company can at its own discretion cancel the Portfolio Quantity associated with that Aggregation and assess the associated Direct Participant or Aggregator the Early Exit Fee.

A participant may elect to transfer part or all of its Portfolio Quantity for an Aggregation prior to the enrollment deadline of a Capability Period to another participant who is an approved Aggregator or Direct Participant. All transfers must be completed before the Enrollment Deadline to take effect for the forthcoming Capability Period, otherwise the transfer shall take effect after the end of that year's Capability Period. The recipient of a transferred Portfolio Quantity takes on the full contractual responsibilities of the previous Aggregator or Direct Participant associated with the Portfolio Quantity upon submitting a transfer request (see Appendix F). The new Aggregator or Direct Participant must sign a Program Agreement that is updated or created to reflect these transfers with the Company and submit all corresponding documentation as applicable to participate in The Programs. If accepted, the Portfolio Quantity is transferred as an Aggregation depending on how the original Portfolio Quantity was awarded.

4.6 NWA Transition and Interaction

Contracts accepted and executed for The Programs' procurements will be valid through the date agreed upon within the Program Agreement. Should there ever be a Non-Wires Alternative ("NWA") procurement in the same location as a Term-DLM Program and/or Auto-DLM Program procurement, any existing Term-DLM or Auto-DLM contracts will expire at the end of the contract term and be allowed to bid into the solution for the NWA. Participants will be required to fulfill the remaining Load Relief obligations in the Term-DLM Program and/or Auto-DLM Program before committing any additional Load Relief into an NWA solution. If a resource can provide additional Load Relief as part of an NWA solution that is incremental to the contracted amount under the Term-DLM Program and/or Auto-DLM Program, they may be permitted to do so.

5. Proposal Evaluation Criteria

National Grid will evaluate and prioritize bids (bidders' proposed solutions or proposal(s)) based on eligibility per the criteria set forth in this RFP.

The review process is intended to be fair and equitable, with the objective being to provide the greatest value to the Company's customers. The bidder should note that although National Grid will be reviewing the bidder's solution if the submission criteria are met, there is no guarantee that the bidder's proposal will be selected. Proposals will be reviewed at the Aggregation level, meaning that individual Aggregations can be accepted or rejected.

Proposals will be ranked based on their criteria scores. The quantity of Load Relief (Portfolio Quantity) which the Company will procure is a function of the proposal price, scoring of proposals based on evaluation criteria, and the Company's final discretion. National Grid will first evaluate bids on a simple Pass or Fail metric if all criteria outlined in this RFP and the Tariff is met by the bid. Bids which do not meet all required criteria will be judged as a "Fail" and will not be considered. Bids which pass the initial screen will then have their proposed price weighed against the applicable price ceiling, to determine if the bid qualifies for acceptance. If an Auto-DLM Program location receives bids in excess of the locational need, National Grid will award qualifying bids up until the need cap, with lowest cost qualifying resources given preference. If this is a single bid that is over the locational need, National Grid can negotiate the relief committed to only meet the locational value needed. If that resource is unwilling to execute a contract at the lower Load Relief, National Grid will extend the offer to the next resource in the criteria queue. Should two (or more) bids come in at the same price for an Auto-DLM Program location, National Grid will award on a first-come first-served basis based on time stamps on bid submittals.

Resources for The Programs will be procured through a sealed-bid, pay-as-bid auction.

National Grid will evaluate proposals based on bidder's original submittal, and therefore bidders should make every effort to provide their best offer in the original bid submittal. Incentive rates proposed by bidders are non-negotiable.

National Grid intends to inform successful bidders of their selection in March 2024, with new contracts implemented to be effective on or before May 31, 2024. All contracts will, as appropriate, incorporate the terms and conditions referenced herein and the written documents provided by the bidder in their proposal.

This procurement does not commit National Grid to award a contract, to pay any costs incurred in the preparation of the proposal, nor to procure or contract for any services and or supplies. National Grid reserves the right to accept or reject any or all proposals received, or to cancel this procurement in part or in its entirety, if in doing so is in the best interests of National Grid or the Company.

6. Proposal Submittal Process and Instructions

All Proposals must be submitted via Piclo portal: <https://usa.picloflex.com/dashboard>. For assistance using the Piclo Flex platform, please contact support@picloflex.com.

In the event a bidder is unable to complete the bid process using the Piclo platform, they may submit a Bid-Form Application (Appendix A) to TermandAutoDLM@nationalgrid.com. Late bids will not be accepted. If a Direct Participant or Aggregator is not already a participant in National Grid's other demand response programs, they will be required to submit a Bidder Qualifications package, as outlined in Appendix B, in order to participate in this RFP.

Direct Participants or Aggregators may then submit their full Procurement Response by March 1, 2024. This full response will consist of a bid submission on the Piclo platform, a signed Non-Disclosure Agreement (Appendix E), and any applicable Insurance Requirements.

Bids providing partial solution for the total Load Relief need in Auto-DLM Program locations will be considered by National Grid. Bids will be considered based on their Portfolio Quantity committed Load Relief, and at what price the Direct Participant or Aggregator is bidding.

It is expected that the bidder can fulfill all Load Relief pledges they are applying for and therefore overlapping pledges using the same customers should not be made. This applies both in the case of bids for Aggregations across The Programs or across different Vintage Years. For example, if a bidder bids 100 kW for the Term-DLM Program and 200 kW for the Auto-DLM Program and both bids clear, the bidder will be expected to deliver 300 kW of Load Relief when called upon with 21 hours of notification. All bids that clear as determined by the Company will be offered as a bundled contract that must be fully accepted as a package, or fully rejected by the participant. Therefore, a participant should plan on being able to satisfy all obligations associated with Aggregations they bid for, assuming all may be awarded.

If a bid is accepted for enrollment into one or more of The Programs, National Grid will send a Program Agreement including a Bid-Form Application (Appendix A) with the bidder's submitted bid information populated to the bidder for signature. The contract will not be considered executed without it being signed and returned to National Grid by May 31, 2024. If a bidder agrees to the terms and conditions within the Program Agreement, they will then need to finalize their List of Resources (Appendix D) that will be participating in The Programs and submit that list to TermandAutoDLM@nationalgrid.com by April 1, 2025.

It is the bidder's responsibility to thoroughly review all provisions of the respective supporting documents, appendices, and requirements of this RFP process as applicable. It is also the bidder's responsibility to understand all anticipated costs that should be factored into the Bid Price. Deviations from the prescribed eligibility requirements will not be considered for award.

Any questions on or technical issues with submitting a Proposal before the deadline should be promptly directed to TermandAutoDLM@nationalgrid.com.

6.1 Execution of Agreement

By submitting a Proposal, bidder agrees, if their Proposal is selected by National Grid, that they are prepared to execute a definitive contract consistent with the Bid Form Application and containing such other terms and conditions as may be mutually acceptable to National Grid and the bidder. This is a prescriptive RFP; no exceptions may be provided, or assumptions declared. National Grid will not consider, in its evaluation of Bidder's Proposal, any changes bidder requests to the documents. Please see Appendix C for the Summary of Terms and Conditions for an Agreement.

It is the bidder's responsibility to be aware of all eligibility requirements and terms and conditions before execution of a contract.

Appendix A – Bid Form Application Copy

Participant Enrollment Form Term-DLM Program and Auto DLM Program Bid(s)

Is this bid for enrolling into the Term-DLM Program or Auto-DLM Program option? Term Auto
(If you plan on participating in both the Auto-DLM and Term-DLM options, please submit two different forms.)

Location (if Auto-DLM): _____

Company Bidding into DLM Program: _____

Are you an Aggregator enrolled in the NYISO programs? Yes No

(If you are not an aggregator already participating in the Company's demand response programs and wish to enroll in the Term-DLM Program procurement, please refer to Appendix B and submit the necessary paperwork.)

Are you an individual participant? Yes No

Please provide written notice to the program an authorized representative and an alternate representative, and include an electronic address, if applicable, to receive the event notices.

Yes, I Agree all resources included will have operable and working interval metering and communications capability as dictated by the program enrolled in.

Please list your Load Relief commitment as well as the price per kW bid in order to participate:

Capability Year	Load Relief Committed/Portfolio Quantity Committed (kW)	Incentive Rate: Price per kW of relief provided per year (\$/kW per year)

National Grid seeks bids that will deliver reliable Load Relief to the Company's system and serve the customers at cost-effective rates, therefore bidders should make every effort to provide their best offer in the original bid submittal.

You will be notified if some or all of the bids on this form are accepted into the program. Bid acceptance is at the sole discretion of National Grid. All bids must be submitted no later than March 1, 2024 for the 2025 Capability Period. National Grid is under no obligation to award work on a single factor, or to award the work at all. National Grid reserves the right to reject any or all bids with or without cause or to accept any bid deemed to be in the best interests of National Grid or the Company.

Appendix B – Curtailment Service Provider Qualifications

Aggregators who are already an active National Grid Curtailment Service Provider (“CSP”) or are approved NYISO DR Providers are eligible to participate in this procurement. Aggregators who are not active National Grid CSPs or approved NYISO DR Providers may be eligible, at National Grid’s sole discretion, to participate in this procurement provided you meet all the criteria noted below. You must submit all of the required documentation to Piclo in the appropriate upload location.

- ✓ Attachment 1: Aggregators must return a signed Non-Disclosure Agreement (Appendix E).
- ✓ Attachment 2: Aggregators must supply a Certificate of Insurance.
- ✓ Aggregators must comply with background checks
- ✓ Attachment 3: Aggregators must supply three references and key personnel resumes
 - Provide the details of three current clients who are willing to provide a reference for your firm and with whom you have performed a similar scope of services as contained within this procurement document. Also, provide resumes for key proposed staff as well as a listing of all personnel who will be providing the services indicated in this RFP and a summary of their qualifications and related experience. If subcontractors are to be used, include a summary of their qualifications and, at least, three (3) references for each.
- ✓ Attachment 4: The bidder application must include a sample of previous project(s) that are similar in nature to demand response program participation.
- ✓ Attachment 5: Must agree and sign CSP document (Appendix J)
- ✓ Attachment 6: Aggregator shall designate in writing an authorized representative and an alternate representative, and include an electronic address, if applicable, to receive event notice.

Appendix C –Program Agreement Sample

Below is an example of a sample contract a Direct Participant or Aggregator will receive should they be selected for participation in either the Term-DLM Program or the Auto-DLM Program. This is not the final program agreement and is not exhaustive of the terms, conditions and requirements of the final program agreement.

National Grid Contract for Term-DLM and Auto-DLM Enrolled Resources

This contract relates to National Grid (the “Company”). This notice serves as the Company’s intent to contract with [COMPANY] to provide the Portfolio Quantity committed via the Bid Form Application at the price submitted via the Proposal Submittal Process (Section 6 of the RFP) for a contracted period defined below, beginning with participation in Capability Period [VINTAGE YEAR]. This contract is offered in accordance with National Grid’s Term-DLM and Auto-DLM Procurement Document and the program details outlined in Rule 65 of the Tariff. This contract will only go into effect when it is fully executed by [COMPANY] and National Grid.

Company Name (Legal and DBA)	
Contact Name	
Mailing Address	
City	
State	
Zip Code	
Phone	
Email address	
Customer name (If applicable)	
Offered Contract Duration	
Offered Portfolio Quantity to Contract	[National Grid Populated]
Offered Contract Price	Reservation Payment Price [National Grid Populated]

Certification and Signature

This is a contract to provide Load Relief in the Company’s Term-DLM Program and/or Auto-DLM Program. By signing this application you certify that: (1) you are authorized to represent the participating customer(s), and acknowledge that you are responsible for providing accurate customer data, and customer participation will comply with the Company’s Term-DLM and Auto-DLM Program, and applicable Commission requirements outlined in the Commission’s September 17, 2020 Order Establishing Term-Dynamic Load Management and Auto-Dynamic Load Management Program Procurements and Associated Cost-Recovery (Case 18-E-0130); (2) all customers you enroll in the Term-DLM Program and/or the Auto-DLM Program are aware of their responsibility to ensure that any use of generators meets all federal, state, and local regulations, and their permitted conditions; (3) all customers you enroll in the Term-DLM Program and/or the Auto-DLM Program, and who are permitted to use electric generation in demand response, are aware of their responsibility for tracking the hours of use or amount of emissions to ensure participation in tests and/or events is in compliance with all limits on hours of use or amount of emissions; and (4) all customers you enroll in the Term-DLM Program and Auto-DLM Program are aware that all electric generation participating in the Term-DLM Program and Auto-DLM Program must be in compliance with the Company’s interconnection process (<https://ngus.force.com/s/ny-process>). 5) all participants in the Term-DLM Program and Auto-DLM Program are required to meet all eligibility criteria set forth in the RFP and the Tariff as applicable to Rule 65; and 6) agree to the payment terms and methods of calculation for both Reservation Payments and Performance Payments as outlined within the RFP; and (7) agree to the Load Relief Periods and the Contracted Hours as outlined in the RFP.

Print Name and Title of Authorized Signatory_____

Authorized Signature _____ Date _____

Countersigned by National Grid Contracts Representative _____ Date _____

Appendix D – List of Resources for Enrollment Notification (Review and Informational Only)

Please submit this form to the program on or before April 1, 2025 to inform National Grid of the List of Resources that will be participating in the 2025 Capability Period. This review of the information needed in order list resources for enrollment in the Term-DLM Program and the Auto-DLM Program should be treated as informational only. Please supply a completed spreadsheet (located at <https://www.nationalgridus.com/Upstate-NY-Business/RFP/Term-DLM-and-Auto-DLM-Program-Request-for-Proposals--Term-DLM and Auto-DLM Program: Appendix D>) no later than April 1, 2025.

Vintage Year	Program: Term-DLM/Auto-DLM	Auto-DLM Location	National Grid Electric Account Number	CBL Method WA=Weather Adjusted AD=Average Day	Load Relief kW Commitment	NYISO Program (SCR/EDRP/Other)	NYISO identification number(s)	W9 filed	Customer Name	Customer Site Address	City, State, Zip Code	Primary Contact Name

Primary Contact E-mail	Primary Contact Phone Number	ISO Zone	kW Enrolled	Generator information is required										
				Back up Generator(s) used? (Y/N)	Model Year	Generator Manufacturer	Generator Model Number	Generator Serial Number	Generator Nameplate Rating (kW)	Amount of Generator Capacity used for Load Response (kW)	Are there 3 way emission controls?	Fuel Type or Energy Source	Compliance Documentation Filed (Y/N)	

Appendix E– Non-Disclosure Agreement

This Non-Disclosure Agreement (“**Non-Disclosure Agreement**”) dated as [_____], (the “*Effective Date*”), between [_____] (“*Contractor*”), a [_____] [corporation][limited liability company][limited liability partnership] having offices at [_____] and Niagara Mohawk Power Corporation d/b/a National Grid (“*National Grid*”), a corporation, having offices at 300 Erie Blvd. West, Syracuse, NY 13202 (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain and proprietary Information (as such term is defined below);

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Representatives (as such term is defined below) in connection with Establishing Term-Dynamic Load Management and Auto-Dynamic Load Management Program Procurements and Associated Cost-Recovery (the “*Purpose*”), subject to the terms and conditions of this Non-Disclosure Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1 *Certain Definitions.*

(a) The term “*Information*” means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed orally, in writing, electronically or in other form or media by Disclosing Party and/or its Representatives to Recipient and/or its Representatives in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) all memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above;

(iii) all CEII (as such term is defined below and only if CEII is exchanged under this Non-Disclosure Agreement);

(iv) all Personal Information (as defined in the ISA Exhibit and only if Personal Information is exchanged under this Non-Disclosure Agreement); and

(v) all Customer Information (as such term in is defined below and only if Customer Information is exchanged under this Non-Disclosure Agreement).

(b) The term “*Recipient*” means a Party to whom the other Party or its Representatives discloses Information.

(c) The term “*Disclosing Party*” means the Party disclosing Information in its possession, or on whose behalf Information is disclosed, to a Recipient.

(d) The term “Representative(s)” means the Affiliates of a Party and the officers, directors, members, managers, employees, contractors, legal advisors, financial advisors and representatives of such Party and its Affiliates.

(e) The term “Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; “control” shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such Person.

(f) The term “Customer Information” includes, but is not limited to, one or more National Grid customers’ names, addresses, account numbers, billing information, load information, and usage information.

(g) The term “Person” includes any natural person, individual, firm, corporation, company, partnership (general or limited), limited liability company, business trust, joint venture, consortium, government or political subdivision, or any agency, instrumentality, or authority of any government or political subdivision, or other entity or association.

§2 Permitted Disclosure, Personal Information and Critical Energy/Electric Infrastructure Information.

(a) Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and, except to the extent expressly permitted by this Non-Disclosure Agreement, shall not divulge Information to any third party without the prior written consent of Disclosing Party. The foregoing notwithstanding, Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Non-Disclosure Agreement and agrees to observe and comply with the obligations of Recipient under this Non-Disclosure Agreement with regard to such Information. Recipient shall immediately notify Disclosing Party regarding, and shall be responsible hereunder for, any breach of the terms of this Non-Disclosure Agreement to the extent caused by its Representatives.

(b) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include Personal Information (as such term is defined in the ISA Exhibit attached hereto). To the extent Personal Information is disclosed under this Non-Disclosure Agreement, the Parties obligations shall be governed by the Information Security Addendum (attached hereto as the ISA Exhibit) which is hereby incorporated by reference and explicitly made a part of this Non-Disclosure Agreement.

(c) The Parties acknowledge that Information and/or data disclosed under this Non-Disclosure Agreement may include “Critical Energy / Electric Infrastructure Information” (“CEII”) as defined and designated by Disclosing Party, consistent with applicable Federal Energy Regulatory Commission (“FERC”) and North American Electric Reliability Corporation (“NERC”) regulations. Only if such Information contains CEII, Recipient shall, and shall cause its Representatives to, strictly comply with any and all laws, rules and regulations (including, without limitation, FERC and NERC rules, regulations, orders and policies) applicable to any such CEII that is disclosed by or on behalf of Disclosing Party or that relates to any of Disclosing Party’s or Disclosing Party’s Affiliates’ facilities. Recipient shall not divulge, and shall cause its Representatives not to divulge, any such CEII to any Person or entity, directly or indirectly, unless permitted to do so by applicable law and unless Recipient has first obtained, in each case, the express specific written consent of Disclosing Party and any affected Affiliate of Disclosing Party. In any event, to the extent that Recipient or any of its Representatives seeks or is ordered to submit any such CEII to FERC, a state regulatory agency, a court or other governmental body, whether in connection with the Purpose or otherwise, Recipient shall (and, to the extent applicable, shall cause its Representatives to), in addition to obtaining Disclosing Party’s and its Affiliate’s (as applicable) prior written consent, seek a protective order or other procedural protections to ensure that such information is accorded CEII protected status and is otherwise treated as confidential. With

respect to CEII, in the event of any conflict or inconsistency between this Section and any other term or provision of this Non-Disclosure Agreement, this Section shall govern in connection with such CEII.

(d) Recipient shall be responsible hereunder for any breach of the terms of this Non-Disclosure Agreement to the extent caused by any of its Representatives.

§3. Exclusions from Application.

(a) This Non-Disclosure Agreement shall not apply to Information that,

(i) at the time of disclosure by or on behalf of Disclosing Party hereunder, is in the public domain, or thereafter enters the public domain without any breach of this Non-Disclosure Agreement by Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Representatives prior to its disclosure by or on behalf of Disclosing Party hereunder,

(iii) is rightfully acquired by Recipient or its Representative(s) from a third party who is not under any obligation of confidence with respect to such Information, or

(iv) is developed by Recipient or its Representatives independently of the Information disclosed hereunder by or on behalf of Disclosing Party (as evidenced by written documentation).

(b) Recipient is hereby notified that, as set forth in 18 U.S.C. §1833(b), individuals do not have criminal or civil liability under U.S. trade secret law for the following disclosures of a trade secret:

(i) disclosure in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided the disclosure is for the sole purpose of reporting or investigating a suspected violation of law;

(ii) disclosure in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal; and/or

(iii) under those circumstances where Recipient files a lawsuit for retaliation against Disclosing Party for reporting a suspected violation of law, Recipient may disclose Disclosing Party's trade secret information to its attorney and may use the trade secret information in the court proceeding if Recipient files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

(c) Nothing herein or in any other agreement between the Parties is intended to conflict with 18 U.S.C. § 1833(b) or create any liability for disclosures of trade secrets that are expressly allowed by such section.

§4. Production of Information. Recipient agrees that if it or any of its Representatives are required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of Disclosing Party's Information, Recipient shall provide Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Non-Disclosure Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Recipient (or any Representative of Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, Recipient may disclose, and may permit such Representative to disclose, such portion of the Information that its counsel advises must be

disclosed and such disclosure shall not be deemed a breach of any term of this Non-Disclosure Agreement. In any event, Recipient shall use (and, to the extent applicable, shall cause its Representatives to use) reasonable efforts to seek Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by or on behalf of Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without Disclosing Party's prior written consent.

§6. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, with respect to any Information disclosed hereunder, including, without limitation, any representations or warranties as to the quality, accuracy, completeness or reliability of any such Information; all such representations and warranties are hereby expressly disclaimed. Neither Disclosing Party nor its Representatives shall have any liability whatsoever with respect to the use of, or reliance upon, the Information by Recipient or its Representatives. Neither Recipient nor its Representatives shall acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient or its Representatives, under any trademark, patent, or other intellectual property right, is either granted or implied by the disclosure of Information under this Non-Disclosure Agreement.

§7. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to Disclosing Party, or destroy or cause to be destroyed (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within thirty (30) days of a written request by Disclosing Party (a "Request"). The foregoing notwithstanding, Recipient may retain one (1) copy of such Information for archival purposes only and subject to compliance with the terms of this Non-Disclosure Agreement. Notwithstanding the foregoing, each Party agrees that Recipient shall not be required to return to Disclosing Party, or destroy, copies of Disclosing Party's Information that (A) reside on Recipient's or its Representatives' backup, disaster recovery or business continuity systems, or (B) that Recipient or its Representatives are obligated by applicable law and/or governmental regulations to retain. Recipient agrees that, following its receipt of the Request, it shall neither retrieve nor use Disclosing Party's Information for any purpose other than that specified in clause (B) above.

§8. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture, or other joint relationship is created by this Non-Disclosure Agreement. Neither this Non-Disclosure Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as such discussions or work do not result in the disclosure or use of Information in violation of the terms of this Non-Disclosure Agreement. The terms of this Non-Disclosure Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§9. Term and Termination. Except with respect to any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of five (5) years from the Effective Date (the "Term"), but in no event will the confidentiality obligations herein terminate less than one (1) year from the date of the last disclosure. In the case of any Information that is Customer Information, CEII or Personal Information, Recipient's obligations and duties under this Non-Disclosure Agreement shall survive for (i) the Term, or (ii) so long as such Customer Information, CEII or Personal Information, as applicable, is required to be kept confidential under Special Information Term"). Either Party may terminate this Non-Disclosure Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive (i) for the Special Information Term for all Customer Information, CEII or Personal Information disclosed prior to such termination, and (ii) for the Term for all other Information disclosed prior to such termination.

§10. Injunctive Relief. The Parties acknowledge that a breach of this Non-Disclosure Agreement by Recipient or its Representatives may cause irreparable harm to Disclosing Party for which money damages would be inadequate and would entitle Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§11. Governing Law; Consent to Jurisdiction. This Non-Disclosure Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of State of New York for the purpose of interpretation and enforcement of this Non-Disclosure Agreement.

§12. Amendments. This Non-Disclosure Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of all Parties.

§13. Assignment. This Non-Disclosure Agreement may not be assigned without the express written consent of all Parties hereto; provided, however, that National Grid may assign this Non-Disclosure Agreement to an Affiliate of National Grid without the consent of any other Party.

§14. Severability. Whenever possible, each provision of this Non-Disclosure Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Non-Disclosure Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§15. Entire Agreement. This Non-Disclosure Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations or agreements with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§16. Consents and Waivers. Any consent or waiver of compliance with any provision of this Non-Disclosure Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Non-Disclosure Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§17. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Non-Disclosure Agreement or any discussions among the Parties regarding the Purpose without the prior written consent of all Parties.

§18 Notices. Where written notice is required by this Non-Disclosure Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid:

National Grid USA
Attn: Jason Powell
40 Sylvan Road, Waltham, MA 02451
Phone: +1.781.907.2574
Jason.Powell@nationalgrid.com

To [redacted]:

[redacted]

Attn: [redacted]

[redacted]

[redacted]

§19 Counterparts. This Non-Disclosure Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Non-Disclosure Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Non-Disclosure Agreement and of signature pages by facsimile or in electronic form (".pdf" or ".tif") shall constitute effective execution and delivery of this Non-Disclosure Agreement as to the Parties and may be used in lieu of the original Non-Disclosure Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Non-Disclosure Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

IN WITNESS WHEREOF, this Non-Disclosure Agreement has been executed by duly authorized representatives of the Parties as of the date first above written.

Niagara Mohawk Power Corporation

[insert legal name of Contractor]

By: _____

Name:

Title:

By: _____

Name:

Title:

ISA Exhibit

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum (“Addendum”). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Non-Disclosure Agreement. The obligations of Contractor under this Addendum shall be deemed to apply to and bind Contractor’s Representative to the extent such Representative or Affiliate receives or has access to any Personal Information; provided, however, that Contractor shall remain solely liable for any noncompliance with the terms of this Addendum caused by its Representatives.

Some or all of the Personal Information to be collected by and/or disclosed to Contractor by National Grid is required by applicable Law (as that term is defined below) to be collected, protected, used, disclosed, and deleted in accordance with applicable Law; and certain applicable Law affords certain individuals whose Personal Information has been collected by the Parties for Business Purposes, certain rights in relation to that Personal Information.

1.0 DEFINITIONS

- 1.1 “Business Purpose” has the same meaning as set forth under the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et. seq., and its implementing regulations (collectively, the “CCPA”).
- 1.2 “Personal Information” means information defined as “personal information or “personal data” under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; e-mail addresses; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver’s license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual’s financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of National Grid and its affiliates’ employees, officers, directors, subcontractors, agents, and customers, that Contractor receives from National Grid, and as may be defined by applicable state and/or federal statutes and regulations. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.
- 1.3 “Law” means, with respect to this Addendum, any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of this Non-Disclosure Agreement, applicable to Personal Information received by Contractor from National Grid, including, but not limited to, the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “MA

Security Regs”), the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 (the “*RI Security Regs*”), the California data security regulations, Cal. Civ. Code § 1798.81.5, (the “*CA Security Regs*”), and the CCPA.

2.0 SECURITY

- 2.1 Contractor hereby agrees to comply with all Laws applicable to Personal Information it receives from National Grid during the term of the Non-Disclosure Agreement and ensure that all subcontractors or vendors who have access to National Grid’s Personal Information comply with all Laws.
- 2.2 Contractor agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to National Grid’s Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law or as required by National Grid; including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly; (ii) prohibiting the transfer of Personal Information to any portable device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device.
- 2.3 Contractor shall develop, document and implement quality assurance measures and internal controls, including implementing tools and methodologies, so that the Services outlined in the agreements between the Parties are performed in an accurate and timely manner, in accordance with such agreement and applicable Law.
- 2.4 Contractor shall: (i) maintain a strong control environment in day-to-day operations; (ii) document the processes and procedures for quality assurance and internal controls; (iii) develop and execute a process to ensure regular internal control self-assessments are performed with respect to the Services; and (iv) maintain an internal audit function sufficient to monitor the processes and systems used to provide the Services.
- 2.5 Contractor shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from National Grid to any Person, firm, or corporation, except with the written permission of National Grid.
- 2.6 All records pertaining to Personal Information received from National Grid, whether developed by National Grid or others, are and shall remain the property of National Grid.
- 2.7 In addition to the above requirements, Contractor shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to National Grid and in compliance with all applicable Laws as they are promulgated or amended. Contractor shall maintain or adopt a written information security program (“WISP”) or its equivalent consistent with the MA Security Regs and the RI Security Regs, and any other applicable Laws that govern the protection of Personal Information received from National Grid or maintained on behalf of National Grid. Contractor agrees to apply the standards and requirements of the MA Security Regs and RI Security Regs to all such Personal Information, regardless of the jurisdiction in which the

subject of Personal Information resides. During the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, Contractor shall maintain, and provide for National Grid's review, at National Grid's request, (a) Contractor's WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws. Contractor shall provide National Grid with notice of any amendments to its WISP and such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Contractor from time to time, within thirty (30) days after the adoption of any such amendment, policy or program or changes in applicable Law.

- 2.8 Contractor agrees to notify National Grid promptly, but in no event later than 24 hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of National Grid's Information, and shall work with National Grid to mitigate such vulnerabilities.
- 2.9 Contractor shall have a process for managing both minor and major security incidents. Contractor shall notify National Grid promptly, and in no event later than five (5) days after discovery, in writing, of any unauthorized access, possession, use, destruction or disclosure of Personal Information (a "*Security Breach*"). Contractor shall promptly and in writing provide National Grid with full details of the Security Breach and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting National Grid data and services, physical security breaches into facilities directly responsible for supporting National Grid data and services, and other directed attacks on systems directly responsible for supporting National Grid data and services. Contractor shall not be required to provide a written report of attempted security incidents. "*Attempted Security Incidents*" means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to National Grid's data. In the event of a Security Breach, the parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by Law. Contractor's failure to comply with this Article 2.9 shall be considered a material breach of the Non-Disclosure Agreement, for which no cure period shall apply.
- 2.10 Following a Security Breach, National Grid, or its designated agent, shall have the right, upon reasonable notice to Contractor, to complete a review of Contractor's security measures and ensure that unauthorized access to Personal Information has been eliminated.
- 2.11 Contractor agrees to ensure that any subcontractor or vendor to which it provides National Grid's Information, including Personal Information received from National Grid, or to which it provides National Grid's Information and/or Personal Information created or received by Contractor on behalf of National Grid, agrees to the same restrictions and conditions set forth herein through a written contractual agreement.

- 2.12 Contractor agrees that National Grid's data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America, except for entities that are legally affiliated with Contractor or are wholly owned subsidiaries of Contractor.
- 2.13 Contractor agrees that it shall be responsible for any and all acts of any subcontractors or vendors to which it allows access to National Grid Information and/or Personal Information.
- 2.14 Contractor shall provide National Grid with a list of all subcontractors and vendors that will have access to National Grid's Confidential and/or Personal Information.
- 2.15 Contractor understands the extremely sensitive nature of the Information, including Personal Information it receives from National Grid, and acknowledges that National Grid would suffer irreparable harm, for which damages would not be an adequate remedy, if National Grid's Personal Information were improperly disclosed. Contractor therefore agrees that National Grid shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.16 Contractor agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Contractor's possession and when being transmitted from Contractor or received by Contractor. Without limiting any other obligations under any agreement entered into between the Parties, Contractor agrees that it shall defend, indemnify and hold harmless National Grid and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns, from and against any and all claims, losses, demands, liabilities, costs and other expenses (including but not limited to, reasonable attorneys' fees and costs, administrative penalties and fines, costs expended to notify individuals and/or to prevent or remedy possible identity theft, financial harm or any other claims of harm related to a breach) incurred as a result of, or arising directly out of or in connection with any acts or omissions of Contractor or any party under its control, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information, except to the extent such act or omission is caused by the sole negligence of National Grid. This provision shall survive termination of this Addendum, the Non-Disclosure Agreement and any other agreement between the Parties relevant to the Purpose.
- 2.17 Contractor shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Contractor and its employees, agents, Representatives and subcontractors against any and all claims or claims for damages arising under this Addendum and the Non-Disclosure Agreement and such insurance coverage shall apply to all services provided by Contractor or its Representatives, agents or subcontractors.
- 2.18 When required by law, by a court or by other governmental or regulatory authorities (including, without limitation, an employment tribunal), Contractor shall provide, and formally document, a method that ensures that it can secure, preserve, and transfer digital evidence and artifacts to National Grid in a format that shall comply with such law or be admissible by such court or authority. Deviations from the documented method, either ad-hoc or permanent (e.g. due to new case law or technological advancements), must be agreed upon by the Parties in advance and must still adhere to the aforementioned format and documentation requirements.

2.19 In the event that Contractor fails to fulfill the above obligations or in the event that such failure appears to be an imminent possibility, National Grid shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.0 RIGHTS RELATED TO PERSONAL INFORMATION UNDER THE CCPA AND OTHER APPLICABLE LAW

3.1 Contractor shall not collect, use, disclose, or retain Personal Information received from National Grid outside of providing services to National Grid or for any purpose other than the specific Purpose specified in the Non-Disclosure Agreement.

3.2 Contractor shall not sell any Personal Information it collects, accesses, or receives from National Grid.

3.3 Contractor agrees and represents that it shall comply with Applicable Laws in regard to any Personal Information that it receives, collects, maintains, uses, or discloses that is furnished or disclosed orally, in writing, electronically or in other form or media by National Grid.

3.4 Contractor may not combine, use, retain, or disclose Personal Information received from one or more entities to which it provides services, except as necessary to detect data security incidents, or to protect against fraudulent or illegal activity, or to comply with a valid legal request pursuant to § 1798.145(a)(1) -(a)(4) of the CCPA.

3.5 If Contractor receives a request to know or a request to delete, as set forth under Applicable Laws, directly from a consumer regarding Personal Information that Contractor receives, collects, maintains on behalf of National Grid, or is furnished or disclosed orally, in writing, electronically or in other form or media by National Grid or its Representatives, it shall notify National Grid of such request. If Contractor does not comply with the request, it shall explain the basis for the denial to National Grid and to the consumer. Contractor may act on behalf of National Grid pursuant to National Grid's written request and/or pursuant to the underlying Agreement between the Parties or inform the consumer that the request cannot be acted upon because the request has been sent to a service provider.

3.6 If a subcontractor of Contractor receives, accesses, collects, maintains, or uses National Grid Personal Information, or Personal Information is furnished or disclosed orally, in writing, electronically or in other form or media by National Grid or its Representatives, or Contractor discloses National Grid's Personal Information to a subcontractor, Contractor shall require such subcontractor(s) to agree to the same or similar restrictions and conditions that apply to Contractor under this Addendum with respect to Personal Information, or as required by Law, through a written contractual agreement. Contractor shall also require its subcontractor(s) to require the same of its third-party vendors if those vendors receive, have access to, collect or maintain National Grid data received from Contractor or where Contractor discloses such data to those vendors.

3.7 Contractor certifies that it understands this Addendum and the CCPA's restrictions and prohibitions on selling Personal Information and the prohibitions on collecting, retaining, using, or disclosing Personal Information. Contractor agrees that it will comply with these restrictions and prohibitions and that it will not collect, sell, retain, use, or disclose Personal Information in violation of this Addendum, the CCPA, or any other applicable Laws.

4.0 DATA SCRUBBING VERIFICATION

- 4.1 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall return to National Grid all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to National Grid. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Contractor shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to National Grid's procurement agent, and providing National Grid with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the National Grid's data handling standards and industry best practices for the disposal/destruction of sensitive data.
- 4.2 If such return or destruction is not feasible, Contractor shall provide to National Grid notification of the conditions that make return or destruction infeasible. Upon National Grid's written agreement that return or destruction of Personal Information is infeasible, Contractor shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Personal Information.

5.0 AUDIT

- 5.1 Contractor shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven (7) years thereafter, during regular business hours and upon reasonable notice, permit National Grid or its representatives to perform audits of Contractor's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Contractor's compliance with this Addendum, (b) Contractor's compliance with all applicable Law, and (c) Contractor's financial and operational viability, including but not limited to Contractor's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.
- 5.2 National Grid requires an annual written self-certification from Contractor based on an independent third party audit that scrutinizes and confirms the effectiveness of controls. If Contractor fails to perform its audit obligations hereunder, National Grid (or an independent third party auditor on its behalf that is subject to confidentiality obligations) may audit Contractor and subservice providers control environments and security practices relevant to services provided once in any twelve (12)-month period, with reasonable prior written notice (at least seven (7) days' notice) and under reasonable time, place and manner conditions.
- 5.3 In addition to the above, National Grid may also request Contractor to participate in an audit and information disclosure in the event (a) National Grid receives any audit requests from a governmental or regulated agency, and/or (b) within 24 hours if Contractor suffers a Security Breach.

6.0 MISCELLANEOUS

- 6.1 Where applicable, if, and only with National Grid's prior consent, Contractor processes Personal Information received from National Grid from the "European Economic Area" or "EEA" (as defined below) in a jurisdiction that is not an approved jurisdiction under the EEA, Contractor shall ensure that it has a legally approved mechanism in place to allow for the international data transfer prior to the transfer of any such Personal Information and Contractor will abide by the obligations under Regulation (EU) 2016/679, the General Data Protection Regulation, fair and lawful use requirements, together with any additional implementing legislation, rules or regulations that are issued by applicable supervisory authorities with respect to such Personal Information. The "EEA" means those countries that are members of European Free Trade Association (EFTA), and the then-current, post-accession member states of the European Union.
- 6.2 Contractor agrees to cooperate fully with National Grid and to execute such further instruments, documents and agreements, and to give such further written assurances as may be reasonably requested by the other Party, to better evidence and reflect the transactions described in and contemplated by this Addendum, and to carry into effect the intents and purposes of this Addendum.
- 6.3 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.

Appendix F- Written Notice of Contract Obligation Transfer Sample

I, ___(First Name, Last Name)_____, authorized representative of ___(Company Name/Aggregator Name)_____, am writing to notify National Grid of the transfer of Load Relief obligation and contract performance from one resource to another. I understand that the new resource will be bound to all obligations in the existing contract, and this transfer notification binds the new resource to the performance and price levels already contracted.

Existing Participation Information:

Aggregator/Direct Participant Name: _____

Program (Term-DLM/Auto-DLM): _____

Vintage Year: _____

Load Relief Committed: _____

Existing Contract Number with National Grid: _____

New Participation Information:

Aggregator/Direct Participant Name: _____

Currently a National Grid Curtailment Service Provider (Y/N*): _____

*If "N," CSP Participant must submit all required documentation listed in Appendix B and must be approved by National Grid as a Curtailment Service Provider before transfer can be completed.

By signing below, I agree to all the Terms and Conditions as outlined in the Program Agreement Form within the RFP of the Term-DLM Program and Auto-DLM Program as administered by National Grid. I understand I will receive a new contract that will require full execution by both National Grid and the authorized party before the Load Relief obligation and payment structure will take effect.

Signature of authorized representative: _____

Print Name: _____ Date: _____

Appendix G- Baseline Methodologies



National Grid
1125 Broadway
Albany, NY
12204

Products and Energy Services Department

Demand Management

ENERGY EFFICIENCY AND DEMAND MANAGEMENT PROCEDURE – GENERAL CUSTOMER BASELINE LOAD (“CBL”) Verification Methodology

TARGET AUDIENCE	Customers Enrolled in the Company’s Demand Response Programs
NESC REFERENCE	NONE

Introduction

This document is based on the NYISO (New York Independent System Operator) Emergency Demand Response Program Manual (12/02/2010 version 6.2 Section 5.2). It is intended to specify the methodology that National Grid will use to calculate a Customer Baseline Load (“CBL”) for Customers/ Aggregators enrolled in the demand response programs of Niagara Mohawk Power Corporation d/b/a National Grid (the “Company”).

Definitions

Curtailement Service Providers (CSP): NYISO-approved Curtailement Customer Aggregators (Aggregators) of retail end users capable of load reduction. Aggregators may claim load reductions from Demand Side Resources with which they have a contractual arrangement.

Customer Base Load (CBL) – Average hourly energy consumption as calculated in Section 5, used to determine the level of load curtailement provided.

Select a CBL method

1. The participant selects the CBL formula when it enrolls, or is enrolled by its CSP, with National Grid for program participation. The choice of CBL becomes effective when National Grid accepts the enrollment.
2. At the initial enrollment in the Programs participants may elect either the Average Day CBL or the Weather Adjusted CBL formula.
3. A change in the CBL formula can be made when resources reenroll in the Programs during each capability period.

Baseline Calculation Method for All Accounts

It is the responsibility of National Grid to provide the Customer Baseline Load (CBL) calculation to the CSP.

The Average Day CBL

Average Day CBLs for Weekdays

Step 1. Establish the CBL Window. Establish a set of days that will serve as representative of participant's typical usage.

- a. Determine the participant's peak hourly load during the event window over the past 30 days or the period covered by the load data file, whichever is lower. This value becomes the initial seed value for the average event period usage level.
- b. Beginning with the weekday that is two days prior to the event:
 - i. Eliminate any holidays as specified by National Grid.
 - ii. Eliminate any days when National Grid declared a Demand Response event for which the participant was eligible for payment for a curtailment.
 - iii. Eliminate any days when NYISO declared a SCR or EDRP event for which the participant was eligible for payment for a curtailment.
 - iv. Eliminate the day prior to any day when National Grid declared a Demand Response event for which the participant was eligible for payment for a curtailment.
 - v. Create the average daily event period usage for that day, defined as the simple average of the participant's actual usage over the hours that define the event for which the CBL is being developed.
 - vi. Eliminate low usage days. If the average daily event period usage is less than 25% of the average event period usage level, eliminate that day.
 - vii. If the day has not been eliminated, update the average event period usage level by including the average daily event period usage for this day. If this is the first day added to the CBL Window, replace the average event period usage level (which was the initial seed value) with the average daily event period usage. Add this day to the CBL Window.
 - viii. Move back one day and loop to step 1.b. i.
 - ix. Final Weekday CBL Window must contain 10 weekdays.

Figure 1 below shows CBL window selection for a single weekday event. The calendar view illustrates the reverse order selection of the 10 days of the CBL window. The table view shows the dates of the CBL window for the event.

SUN	MON	TUE	WED	THU	FRI	SAT
JUN 15	JUN 16	JUN 17	JUN 18	JUN 19	JUN 20	JUN 21

JUN 22	JUN 23 CBL DAY 10 FOR 7/9	JUN 24 CBL DAY 9 FOR 7/9	JUN 25 CBL DAY 8 FOR 7/9	JUN 26 CBL DAY 7 FOR 7/9	JUN 27 CBL DAY 6 FOR 7/9	JUN 28					
JUN 29	JUN 30 CBL DAY 5 FOR 7/9	JUL 1 CBL DAY 4 FOR 7/9	JUL 2 CBL DAY 3 FOR 7/9	JUL 3 CBL DAY 2 FOR 7/9	JUL 4 HOLIDAY	JUL 5					
JUL 6	JUL 7 CBL DAY 1 FOR 7/9	JUL 8 INELIGIBLE DAY (DAY BEFORE)	JUL 9 DLRP/CSRP EVENT	JUL 10	JUL 11	JUL 12					
CBL WINDOW FOR SINGLE WEEKDAY EVENT EXAMPLE											
EVENT DATE	PROGRAM	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8	DAY 9	DAY 10
9-Jul	DLRP/CSRP/Term-DLM/Auto-DLM	7-Jul	3-Jul	2-Jul	1-Jul	30-Jun	27-Jun	26-Jun	25-Jun	24-Jun	23-Jun

Figure 1 Example of CBL Window Selection - Single Weekday Event

- Figure 2 below shows the CBL windows when multiple weekday events occur. The calendar view illustrates the reverse order selection of the 10 days of the CBL window for each event. For example, June 27 will be used as: Day 1 for the June 30th event and
- Day 2 for the July 3rd event.

SUN	MON	TUE	WED	THU	FRI	SAT
JUN 15	JUN 16 CBL DAY 10 FOR 6/30	JUN 17 CBL DAY 9 FOR 6/30 CBL DAY 10 FOR 7/3	JUN 18 CBL DAY 8 FOR 6/30 CBL DAY 9 FOR 7/3	JUN 19 CBL DAY 7 FOR 6/30 CBL DAY 8 FOR 7/3	JUN 20 CBL DAY 6 FOR 6/30 CBL DAY 7 FOR 7/3	JUN 21
JUN 22	JUN 23 CBL DAY 5 FOR 6/30 CBL DAY 6 FOR 7/3	JUN 24 CBL DAY 4 FOR 6/30 CBL DAY 5 FOR 7/3	JUN 25 CBL DAY 3 FOR 6/30 CBL DAY 4 FOR 7/3	JUN 26 CBL DAY 2 FOR 6/30 CBL DAY 3 FOR 7/3	JUN 27 CBL DAY 1 FOR 6/30 CBL DAY 2 FOR 7/3	JUN 28
JUN 29	JUN 30 SCR/EDRP EVENT	JUL 1 CBL DAY 1 FOR 7/3	JUL 2 INELIGIBLE DAY (DAY BEFORE)	JUL 3 DLRP/CSRP EVENT	JUL 4 HOLIDAY	JUL 5

CBL WINDOW FOR MULTIPLE WEEKDAY EVENT EXAMPLES

EVENT DATE	PROGRAM	DAY1	DAY2	DAY3	DAY4	DAY5	DAY6	DAY7	DAY 8	DAY 9	DAY 10
30-Jun	DLRP/CSRP/Term-DLM/Auto-DLM	27-Jun	26-Jun	25-Jun	24-Jun	23-Jun	20-Jun	19-Jun	18-Jun	17-Jun	16-Jun
3-Jul	DLRP/CSRP/Term-DLM/Auto-DLM	1-Jul	27-Jun	26-Jun	25-Jun	24-Jun	23-Jun	20-Jun	19-Jun	18-Jun	17-Jun

Figure 2 Example of CBL Window Selection – Multiple Weekday Events

Step 2. Establish the CBL Basis. Identify the five days from the 10-day CBL Window to be used to develop CBL values for each hour of the event.

- c. Order the 10 days in the CBL Window according to their average daily event period usage level and eliminate the five days with the lowest average daily event period usage.
- d. The remaining five days constitute the CBL Basis.

Step 3. Calculate Average Day CBL values for the event.

- e. For each hour of the event, the CBL is the average of the usage in that hour in the five days that comprise the CBL basis.

SUN	MON	TUE	WED	THU	FRI	SAT
JUN 29	JUN 30	JUL 1	JUL 2	JUL 3	JUL 4 HOLIDAY	JUL 5 CBL DAY 3 FOR 7/26
JUL 6	JUL 7	JUL 8	JUL 9	JUL 10	JUL 11	JUL 12 CBL DAY 2 FOR 7/26
JUL 13	JUL 14	JUL 15	JUL 16	JUL 17	JUL 18	JUL 19 CBL DAY 1 FOR 7/26
JUL 20	JUL 21	JUL 22	JUL 23	JUL 24	JUL 25	JUL 26 DLRP/CSRP EVENT

Figure 3 Example of CBL Window Selection – Weekend Event

CBL WINDOW FOR WEEKEND EVENT EXAMPLE											
EVENT DATE	PROGRAM	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5	DAY 6	DAY 7	DAY 8	DAY 9	DAY 10
26-Jul	DLRP/CSRPTerm-DLM/Auto-DLM	19-Jul	12-Jul	5-Jul	<i>Weekend CBL Window uses only 3 weekend days of same day type</i>						

Average Day CBL for Weekends

Step 1. Establish the CBL Window

- a. The CBL Window is comprised of the most recent three like (Saturday or Sunday) weekend days. There are no exclusions for Holidays or event days.

Step 2. Establish the CBL Basis.

- b. Calculate the average daily event period usage value for each of the three days in the CBL Window.
- c. Order the three days according to their average daily event period usage level.
- d. Eliminate the day with the lowest average value
- e. The Weekend CBL Basis contains 2 days.

Step 3. Calculate Weekend Average Day CBL values for the event.

- f. For each hour of the event, the CBL value is average of usage in that hour in the two days that comprise the CBL basis.

Weather -Sensitive CBL

Elective Weather-Sensitive CBL Formulation

Step 1. Calculate the Average Day CBL values for each hour of the event period described in (5.0) above.

Step 2. Calculate the Event Final Adjustment Factor. This factor is applied to each of the individual hourly values of the Average Day CBL.

- a. Calculate the Adjustment Basis Average CBL
 - i. Establish the adjustment period, the two-hour period beginning with the start of the hour that is four hours prior to the commencement of the event through the end of the hour, three hours prior to the event.
- b. Calculate the Adjustment Basis Average CBL.
 - i. Apply the Average Day CBL formula as described in 5.0 The Average Day CBL, to the adjustment period hours as though it were an event period two hours in duration but using the five days selected for use in the Average CBL Basis (i.e., average the ten hours).
- c. Calculate the average of the two usage values derived in (b,i), which is the Adjustment Basis Average CBL.
- d. Calculate the Adjustment Basis Average Usage
 - i. The adjustment basis average usage is the simple average of the participant’s usage over the two-hour adjustment period on the

event day.

- e. Calculate the gross adjustment factor
 - i. The gross adjustment factor is equal to the Adjustment Basis Average Usage divided by the Adjustment Basis Average CBL
- f. Determine the Final adjustment factor. The final adjustment factor is as follows:
 - i. If the gross adjustment factor is greater than 1.00, then the final adjustment factor is the smaller of the gross adjustment factor or 1.20
 - ii. If the gross adjustment factor is less than 1.00, the final adjustment factors are the greater of the gross adjustment factor or 0.80.

If the gross adjustment factor is equal to 1.00, the final adjustment factor is equal to the gross adjustment factor.

Step 3. Calculate the Adjusted CBL values.

- g. The Event Adjusted CBL value for each hour of an event is the product of the Final Adjustment Factor and the Average CBL value for that hour.

Example Customer Baseline Calculation

As an example, assume a 5-hour event was called from 11am to 4 pm; notice was sent out at 9a.m. The past 10 days MWh consumption for similar hours, along with the four hours prior to event initiation, was:

Time	HB 7	HB 8	HB 9	HB 10	HB 11	HB 12	HB 13	HB 14	HB 15	Avg Event Period Usage (MW/h)	Total Event Period Usage (MW)	Rank
CBL DAY 1	4	5	5	7	8	10	11	7	5	8.20	41	4
CBL DAY 2	5	4	3	5	6	8	6	9	6	7.00	35	7
CBL DAY 3	3	4	5	6	8	9	12	9	7	9.00	45	1
CBL DAY 4	3	4	4	5	6	7	8	6	6	6.60	33	8
CBL DAY 5	3	3	4	5	7	10	11	9	7	8.80	44	2/3
CBL DAY 6	2	6	2	5	8	12	8	9	7	8.80	44	2/3
CBL DAY 7	3	2	3	4	5	5	8	8	6	6.40	32	9
CBL DAY 8	2	3	3	4	6	7	8	8	7	7.20	36	6
CBL DAY 9	2	3	2	4	6	7	6	6	5	6.00	30	10
CBL DAY 10	3	4	4	5	7	8	10	9	6	8.00	40	5

HB: Hour Beginning

Steps 1 and 2: sum the MWh for the hours 11-4 each day select the 5 highest totals:

Time	HB 7	HB 8	HB 9	HB 10	HB 11	HB 12	HB 13	HB 14	HB 15	Avg Event Period Usage (MW/H)	Total Event Period Usage (MW)	Rank
CBL DAY 1	4	5	5	7	8	10	11	7	5	8.20	41	4
CBL DAY 3	3	4	5	6	8	9	12	9	7	9.00	45	1
CBL DAY 5	3	3	4	5	7	10	11	9	7	8.80	44	2/3
CBL DAY 6	2	6	2	5	8	12	8	9	7	8.80	44	2/3
CBL DAY 10	3	4	4	5	7	8	10	9	6	8.00	40	5

Step 3: Calculate the CBL for each hour using the five highest days selected:

Time	HB 11	HB 12	HB 13	HB 14	HB 15
Avg Day CBL	7.6	9.8	10.4	8.6	6.4

To calculate the hourly load reduction, for each hour, subtract the actual load from the CBL.

<i>Time</i>	<i>HB 11</i>	<i>HB 12</i>	<i>HB 13</i>	<i>HB 14</i>	<i>HB 15</i>
<i>Avg Day CBL</i>	7.6	9.8	10.4	8.6	6.4
<i>EVENT DAY - Actual Load</i>	3	2	3	3	4
<i>Load Reduction using Average Day CBL</i>	4.6	7.8	7.4	5.6	2.4

The CBL shown in Step 3 above is the non-weather-adjusted value. If this customer signed up with the weather-sensitive calculation option, the CBL would be adjusted upward or downward based on the actual usage in the two hours prior to event notification. In this example, the Adjustment Basis Average CBL will be the average of the MWh for hours beginning 7 and 8 over the five days chosen for the CBL: The table below shows how the adjustment will be calculated.

<i>Time</i>	<i>HB 7</i>	<i>HB 8</i>	<i>Adjustment Basis Average CBL</i>
<i>Avg Day CBL - Adjustment Hours</i>	3	4.4	3.7

On the day of the event (day N), assume the actual metered load consumption is as shown in the following table:

<i>Time</i>	<i>HB7</i>	<i>HB 8</i>	<i>HB 9</i>	<i>HB 10</i>	<i>HB 11</i>	<i>HB 12</i>	<i>HB 13</i>	<i>HB 14</i>	<i>HB 15</i>	<i>Adjustment Basis Average Usage</i>
<i>EVENT DAY - Actual Load</i>	3	4	5	4	3	2	3	3	4	3.5

In this case, the Adjustment Basis Average Usage is the average of the MWh in hours 7 and 8, or 3.5 MWh.

The Gross Adjustment Factor is the ratio of the Adjustment Basis Average Usage to the Adjustment Basis Average CBL, $3.5/3.7$ or 0.95.

<i>Adjustment Basis Average Usage</i>	<i>Adjustment Basis Average CBL</i>	<i>Gross Adjustment Factor</i>
3.5	3.7	0.95

The CBL will therefore be adjusted downward by five percent. The following table shows the resulting weather-adjusted CBL and the computed load reduction for the five hour event period.

<i>Time</i>	<i>HB 11</i>	<i>HB 12</i>	<i>HB 13</i>	<i>HB 14</i>	<i>HB 15</i>
<i>Weather-Adjusted CBL</i>	7.22	9.31	9.88	8.17	6.08

<i>EVENT DAY - Actual Load</i>	3	2	3	3	4
<i>Load Reduction using Weather-Adjusted CBL</i>	4.22	7.31	6.88	5.17	2.08

It is important to note that if the actual usage in the two hours prior to notification was higher than the Adjustment Basis Average CBL, the CBL curve would have been shifted upward and would result in load reduction performance that was higher than would have been determined using the Average Day CBL (without weather adjustment).

Appendix H- Curtailment Service Provider Agreement



Curtailment Service Provider Agreement

As a part of National Grid's demand response programs¹ (collectively, the "Program"), Niagara Mohawk Power Corporation, Massachusetts Electric Company, and Nantucket Electric (each, "National Grid" or "National Grid Company", or collectively, the "National Grid Companies") has selected **INSERT LEGAL NAME OR NAMES** ("Provider") as one of National Grid's approved Curtailment Service Providers provided that Provider agrees to the terms set forth in this Curtailment Service Provider Agreement ("Agreement"). This Agreement is effective on the date when the last party to sign has executed this Agreement ("Effective Date").

Background

Certain National Grid electric commercial and industrial customers have, with National Grid's approval, enrolled in the Program (each, a "Customer" and collectively, the "Customers"). Pursuant to the Program materials provided or made available by National Grid ("Program Materials"), Customer agrees to reduce electricity consumption when called upon by National Grid through demand response events in return for payment by National Grid ("Customer Payment"). A Customer may select Provider as such Customer's curtailment service provider in which case such Customer and Provider will enter into a separate agreement under which Provider will manage Customer's participation in the Program (each, a "Customer Agreement"; Customer that has engaged Provider for such services is called a "Provider Customer"). Prior to the execution of this Agreement, Provider executed Customer Agreements with certain Customers.

Provider Participation Terms and Conditions

The Provider agrees to and shall comply with the following terms and conditions ("Terms and Conditions") set forth below.

1. Provider warrants that it will not seek any payments from National Grid until it has an executed Customer Agreement with relevant Customer. Such Customer Agreement will include terms and conditions under which Customer is paid for participation in the Program from the Provider. Payment for Customer participation in the Program will be made to Provider by National Grid. The payment amount will be determined by National Grid in accordance with the calculation methodology in the Program Materials. Provider must comply with National Grid's payment instructions in order to receive payment, including, without limitation, certain invoicing requirements.
2. Except as provided in this Agreement, National Grid has no liability or obligations whatsoever in connection with the Program or this Agreement. In no event shall National Grid or its affiliates be liable for any consequential, indirect, incidental, special, punitive or penal damages of any nature in connection with or resulting from the Program. The rights and obligations of each National Grid Company are several and not joint. Any claims Provider may have against a National Grid Company in a particular jurisdiction may only apply to such individual National Grid Company running the Program in such jurisdiction. Provider explicitly waives any right it may have for

¹ Program includes, without limitation, Massachusetts Connected Solutions Program, , New York Commercial System Relief Program, New York Distribution Load Relief Program, and New York Term-Dynamic Load Management Program and Auto-Dynamic Load Management Program as applicable (Program names are subject to change by National Grid)

recovery against any National Grid Company other than the National Grid Company that is the electric utility in the jurisdiction under which the claim for recovery has arisen.

3. NATIONAL GRID AND ITS AFFILIATES MAKES NO REPRESENTATION OR WARRANTY, AND ASSUMES NO LIABILITY WITH RESPECT TO QUALITY, SAFETY, PERFORMANCE, OPERATIONAL CAPABILITY, RELIABILITY OR ANY OTHER ASPECT OF ANY DESIGN, SYSTEM, OR EQUIPMENT INSTALLED IN CONNECTION WITH A NATIONAL GRID DEMAND RESPONSE PROGRAM, AND EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATION, WARRANTY OR LIABILITY. NATIONAL GRID IS IN NO WAY RESPONSIBLE FOR THE ECONOMIC, OPERATIONAL, TECHNICAL AND CAPACITY OF ANY CUSTOMER OR PROVIDER SYSTEM OR EQUIPMENT IN CONNECTION WITH A NATIONAL GRID DEMAND RESPONSE PROGRAM. NATIONAL GRID DOES NOT MAKE ANY REPRESENTATIONS OF ANY KIND REGARDING THE BENEFITS OR ENERGY SAVINGS TO BE ACHIEVED BY CUSTOMER OR PROVIDER'S PARTICIPATION IN THE NATIONAL GRID DEMAND RESPONSE PROGRAM OR THE ADEQUACY OR SAFETY OF ANY EQUIPMENT OR MATERIALS INSTALLED OR PURCHASED IN CONNECTION WITH THE NATIONAL GRID DEMAND RESPONSE PROGRAM.
4. Provider shall indemnify, defend and hold harmless National Grid and its Affiliates and their respective directors, officers, employees, and agents from and against (a) any and all expenses, costs, damages, claims, actions and suits (including reasonable attorneys' fees and costs) arising out of or resulting from any negligent acts or omissions of the Provider in connection with the Program, or (b) any third party claim, suit or action brought by a Provider Customer in connection with the Program except to the extent resulting from National Grid's failure to make payments owed to Provider under the Program. In no event shall the Provider or its affiliates be liable for any consequential, indirect, incidental, special, punitive or penal damages of any nature in connection with or resulting from its performance of its obligations under this Agreement.
5. Provider agrees to comply with the applicable Program Materials and terms. Except during any Commitment Period under the Program Materials, Provider understands that National Grid, in its sole discretion and without notice, may revise the Program Materials and terms and/or suspend or terminate the Program. Notwithstanding the foregoing, (a) National Grid may terminate or suspend the Program at any time to the extent the applicable regulatory entity terminates or suspends the Program, and (b) payments owed under Section 1 of this Agreement prior to the date of any such revision, suspension and/or termination will be honored pursuant to the Program Materials and terms in effect at the time such Customer Payments were earned. For purposes of this Agreement, "Commitment Period" means the time period during which the demand response events are called by National Grid and as further described in the Program Materials. For electric demand response programs, the Commitment Period is typically May to October.
6. For each Customer Agreement executed after the Effective Date, Provider agrees to include in such Customer Agreement references to National Grid's program materials (the "Program Materials"), the location of such Program Materials, and language notifying Customer that National Grid's terms and conditions for Customer's participation in the demand response program are included in the Program Materials.
7. Provider is an independent contractor. No agency, partnership, joint venture, or other joint relationship is created by this Agreement.
8. Provider shall not issue any press release or make any other public announcements regarding the existence of this Agreement or the Program without National Grid's prior written consent.
9. National Grid grants Provider a limited, no fee, revocable, non-sublicensable, non-transferable and non-exclusive license to use National Grid Marks to promote the Program provided any use of the National Grid Marks by Provider must (a) be reviewed and approved by National Grid prior to such

use, and (b) strictly comply with National Grid Mark usage guidelines and requirements provided to Provider. National Grid retains all rights and title to National Grid Marks. "National Grid Marks" means National Grid trademarks, service marks, trade dress, domain names, corporate names, brand names, product names, proprietary logos, and symbols.

10. The Initial Term of this Agreement is three (3) years and will renew annually in (1) year renewal terms unless the renewal is terminated by either Party with thirty (30) days prior written notification to the other Party. This Agreement will terminate without notice requirement upon termination of the Program. National Grid will still provide to Provider all Customer Payments owed prior to the Agreement's date of termination or expiration that are to be sent to Provider in accordance with Section 1 above.
11. Provider may not assign this Agreement without National Grid's prior written consent, which shall not be unreasonably withheld. Waiver by either party of any breach does not waive any other breach. Failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement. If any provision, or part thereof, under this Agreement is declared illegal or otherwise unenforceable, it shall be severed from this Agreement without affecting the legality or enforceability of the remaining provisions. This Agreement (including all exhibits, attachments, and referenced documents) constitutes the entire agreement between the parties regarding Provider as a curtailment service provider under the Program and supersedes all prior agreements, representations, warranties, promises and information, either oral or written, express or implied, with respect to the subject matter hereof. This Agreement may be executed in counterparts.
12. Provider agrees that with the exception of Sections 7 and 9 of this Agreement, the terms of this Agreement shall apply retroactively to and after the date the Provider first entered into a Customer Agreement with a Customer. Sections 2, 3, 8, 9, 12 and 13 of this Agreement will survive termination and expiration of this Agreement. Section 4 of this Agreement will terminate six (6) years after the termination and expiration of this Agreement.
13. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE SOUTHERN DISTRICT OF NEW YORK.**

This Curtailment Service Provider Agreement has been executed by authorized representatives of the parties as of the date it is signed by all parties.

Provider: **INSERT LEGAL NAME OR NAMES**

Signature: _____

Print Name: _____

Date: _____

National Grid Companies:

Massachusetts Electric Company

Nantucket Electric Company

Niagara Mohawk Power Corporation

Signature: _____

Print Name: _____

Date: _____