A separate version of this Agreement will be created for the Public Policy Process. It will need to point to the appropriate sections of Attachment K but will otherwise be identical.

**SELECTED QUALIFIED TRANSMISSION PROJECT SPONSOR AGREEMENT**

**Between**

**ISO NEW ENGLAND, INC.**

**And**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Selected Qualified Transmission Project Sponsor Agreement, including the Schedules attached hereto and incorporated herein (collectively, “Agreement”) is made and entered into as of the Effective Date between ISO New England, Inc. (“ISO-NE” or “the ISO”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Selected QTPS”), referred to herein individually as “Party” and collectively as “the Parties.”

**RECITALS**

WHEREAS, in accordance with FERC Order No. 1000 and Attachment K of the ISO-NE Open Access Transmission Tariff (“OATT”), ISO-NE selects the preferred Phase Two Solution for inclusion in the in the Regional System Plan (“RSP”) and/or its Project List;

WHEREAS, the Selected QTPS is a Qualified Transmission Project Sponsor pursuant to Sections 4B of Attachment K of the OATT.

WHEREAS, the Selected QTPS has executed the [Transmission Operating Agreement] [Non-Incumbent Developer Transmission Operating Agreement]. Nothing contained herein shall modify PTOs’ rights under the TOA to construct and own upgrades to its existing and affected substation or facilities.

WHEREAS, pursuant to Section 4.3(j) of Attachment K of the OATT, ISO-NE notified the Selected QTPS that its project has been selected for development;

WHEREAS, pursuant to Section 4.3(k) of Attachment K of the OATT, by executing this Agreement the Selected QTPS accepts responsibility to proceed with the Project, and therefore has the obligation to construct the Project; and

NOW, THEREFORE, in consideration of the promises, and the mutual representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Selected QTPS and the ISO-NE agree as follows:

**1.0 Defined Terms**

All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Tariff or in definitions either in the body of this Agreement or its attached Schedules. In the event of any conflict between defined terms set forth in Section I of the Tariff or defined terms in this Agreement, including the Schedules, such conflict will be resolved in favor of the terms as defined in this Agreement.

**Applicable Laws and Regulations** shall mean all duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Breach** shall mean the failure of a Party to perform or observe any material term or condition of the Selected Qualified Transmission Project Sponsor Agreement.

**Breaching Party** shall mean a Party that is in Breach of the Selected Qualified Transmission Project Sponsor Agreement.

**Commercially Reasonable Efforts** shall mean a level of effort which, in the exercise of prudent judgment in the light of facts or circumstances known or which should reasonably be known at the time a decision is made, can be expected by a reasonable person to accomplish the desired result in a manner consistent with Good Utility Practice and which takes the performing party's interests into consideration.

**Component In-Service** shall mean that a portion (component) of the Project has been placed in commercial operation.

**Component In-Service Date** shall mean the date that a portion (component) of the Project is placed In-Service.

**Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with Article 8 of the Selected Qualified Transmission Project Sponsor Agreement.

**Governmental Authority** shall mean the government of any nation, state or other political subdivision thereof, including any entity exercising executive, military, legislative, judicial, regulatory, or administrative functions of or pertaining to a government.

**In-Service** shall mean that the Project has been placed in commercial operation.

**In-Service Date** shall mean the date the Project is placed In-Service.

**Project** shall mean the Market Efficiency Transmission Upgrade or Reliability Transmission Upgrade included in the Regional System Plan and/or the ISO-NE Project List described in Schedule A of this Agreement.

**Required Project In-Service Date** is the date the Project is required to: (i) be completed in accordance with the Scope of Work in Schedule A of this Agreement, (ii) is placed In-Service; and; (iii) be under ISO-NE operational dispatch.

**Tariff** consists of the ISO New England, Inc. Transmission, Markets, and Services Tariff.

**Article 2 - Effective Date and Term**

**2.0 Effective Date**

This Agreement shall become effective on the date the Agreement has been executed by all Parties, or if this Agreement is required to be filed with FERC for acceptance, upon the date specified by FERC.

**2.1 Term**

This Agreement shall continue in full force and effect from the Effective Date until: (i) the Selected QTPS has executed the TOA; and (ii) the Project (a) has been completed in accordance with the terms and conditions of this Agreement and (b) meets all relevant required planning criteria, or (iii) the Agreement is terminated pursuant to Article 6 of this Agreement.

**Article 3 - Project Construction**

**3.0 Construction of Project by Selected QTPS**

Selected QTPS shall design, engineer, procure, install and construct the Project, including any modifications thereto, in accordance with: (i) the terms of this Agreement, including but not limited to the Scope of Work in Schedule A and the Development Schedule in Schedule B; (ii) applicable reliability principles, guidelines, and standards of the Northeast Power Coordinating Council and the North American Electric Reliability Corporation; (iii) the ISO New England Operating Documents; and (iv) Good Utility Practice.

**3.1 Milestones**

**3.1.0 Milestone Dates**

Selected QTPS shall meet the milestone dates set forth in the Development Schedule in Schedule B of this Agreement. Milestone dates set forth in Schedule B only may be extended by ISO-NE in writing. ISO-NE reasonably may extend any such milestone date, in the event of delays not caused by the Selected QTPS that could not be remedied by the Selected QTPS through the exercise of due diligence if a corporate officer of the Selected QTPS submits a revised Development Schedule containing revised milestones and showing the Project in full operation no later than the Required Project In-Service Date specified in Schedule B of this Agreement.

**3.2 Applicable Technical Requirements and Standards**

At the point of interconnection, the applicable technical requirements and standards of the Participating Transmission Owner(s) (“PTO”)) to whose facilities the Project will interconnect shall apply to the design, engineering, procurement, construction and installation of the Project. The remaining portion of the Project shall meet applicable industry standards and Good Utility Practice. At a minimum, all new facilities should comply with the current National Electric Safety Code.

**3.3 Project Modification**

**3.3.0 Project Modification**

The Scope of Work and Development Schedules (Schedules A and B, respectively), including the milestones therein, may be revised, as required through written consent by the parties.. Such modifications may include alterations as necessary and directed by ISO-NE to meet the system condition for which the Project was included in the Regional System Plan.

**3.3.1 Consent of ISO-NE to Project Modifications**

Selected QTPS may not modify the Project without prior written consent of ISO-NE.

**3.4 Project Status Reports**

Selected QTPS shall submit to ISO-NE quarterly construction status reports in writing. The reports shall contain, but not be limited to, updates and information related to: (i) current engineering and construction status of the Project; (ii) Project completion percentage, including milestone completion; (iii) current target Project or phase completion date(s); (iv) applicable outage information; and (v) cost expenditures to date and revised projected cost estimates for completion of the Project.

**3.5 Exclusive Responsibility of Selected QTPS**

Selected QTPS shall be solely responsible for all planning, design, engineering, procurement, construction, installation, management, operations, safety, and compliance with Applicable Laws and Regulations associated with the Project. ISO-NE shall have no responsibility to manage, supervise, or ensure compliance or adequacy of same.

**Article 4 – Subcontractor Insurance**

**4.0 Subcontractor Insurance**

In accordance with Good Utility Practice, Selected QTPS shall require each of its subcontractors to maintain and, upon request, provide Selected QTPS evidence of insurance coverage of types, and in amounts, commensurate with the risks associated with the services provided by the subcontractor. Bonding and hiring of contractors or subcontractors shall be the Selected QTPS’s discretion, but regardless of bonding or the existence or non-existence of insurance, the Selected QTPS shall be responsible for the performance or non-performance of any contractor or subcontractor it hires.

**Article 5 – Default and Force Majeure**

**5.0** **Events of Default**

(a) Subject to the terms and conditions of this Section 5.0, the occurrence of any of the following events shall constitute an event of default of a Party under this Agreement:

1. Failure by a Party to perform any material obligation set forth in this Agreement, and continuation of such failure for longer than thirty (30) days after the receipt by the non-breaching Party of written notice of such failure; provided, however, that if the breaching Party is diligently pursuing a remedy during such thirty (30) day period, said cure period shall be extended for an additional thirty (30) days or as otherwise agreed by the Parties, provided that such extension ensures that the Project meets the Required Project In-Service Date.
2. Failure to perform a material obligation set forth in this Agreement shall include but not be limited to:
   1. Any breach of a representation, warranty, or covenant made in this Agreement;
   2. Failure to meet a milestone or milestone date set forth in the Development Schedule in Schedule B of this Agreement, or as extended in writing as described in Sections 3.1.0 and 3.3.0 of this Agreement;
   3. Assignment of this Agreement in a manner inconsistent with the terms of this Agreement; or
   4. Failure of any Party to provide information or data required to be provided to another Party under this Agreement for such other Party to satisfy its obligations under this Agreement.
   5. If there is a dispute between the Parties as to whether a Party has failed to perform a material obligation, the cure period(s) provided in Section 5.0(a)(i) above shall run from the point at which a finding of failure to perform has been made by a Governmental Authority.
   6. With respect to either Party, (A) the filing of any petition in bankruptcy or insolvency, or for reorganization or arrangement under any bankruptcy or insolvency laws, or voluntarily taking advantage of any such laws by answer or otherwise or the commencement of involuntary proceedings under any such laws, (B) assignment by either Party for the benefit of creditors; or (C) allowance by either Party of the appointment of a receiver or trustee of all or a material part of its property if such receiver or trustee is not discharged within thirty (30) days after such appointment.

**5.1 Remedies**

Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to: (i) commence an action to require the Defaulting Party to remedy such Default and specifically perform its duties and obligations hereunder in accordance with the terms and conditions hereof; (ii) suspend performance hereunder; and (iii) exercise such other rights and remedies as it may have in equity or at law. Nothing in this Section 5.1 is intended in any way to affect the rights of a third-party to seek any remedy it may have in equity or at law from the Selected QTPS resulting from Selected QTPS’s Default of this Agreement.

**5.2 Waiver**

The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement, or to exercise its rights with respect to a Breach or Default under this Agreement or with regard to any other matters arising in connection with this Agreement will not be deemed a waiver or continuing waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Any waiver of any obligation, right, or duty under this Agreement must be in writing.

**5.3 Force Majeure**

A Party shall not be considered to be in Default or Breach under this Agreement, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, except the obligation to pay any amount when due, in consequence of any act of God, labor disturbance, failure of contractors or suppliers of materials (not including as a result of non-payment), act of the public enemy or terrorists, war, invasion, insurrection, riot, fire, storm, flood, ice, explosion, breakage or accident to machinery or equipment or by any other cause or causes (not including a lack of funds or other financial causes) beyond such Party’s reasonable control, including any order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities. A Party claiming a force majeure event shall use reasonable diligence to remove the condition that prevents performance, except that the settlement of any labor disturbance shall be in the sole judgment of the affected Party.

**Article 6 -- Termination**

**6.0 Termination by ISO-NE**

In the event that: (i) ISO-NE determines to remove the Project from the RSP; (ii) ISO-NE otherwise determines that the identified need has changed or been eliminated therefore the Project is no longer required to address the specific need for which the Project was included in the RSP; or (iii) a force majeure or other event outside of the Selected QTPS’s control that, with the exercise of Reasonable Efforts, Selected QTPS cannot alleviate and which prevents the Selected QTPS from satisfying its obligations under this Agreement, ISO-NE may terminate this Agreement by providing written notice of termination to Selected QTPS. The termination shall become effective upon the date the Selected QTPS receives such notice. If, pursuant to FERC regulations, the termination is required to be filed with FERC, the termination shall be effective upon the date established by FERC. In either case, the termination will be reported in the ISO’s Electronic Quarterly Report (“EQR”).

**6.1 Termination by Default**

This Agreement shall terminate in the event a Party is in Default of this Agreement in accordance with Section 5.0 of this Agreement and the ISO shall take action in accordance with Section 4.3(l) of Attachment K.

**6.2 Filing at FERC**

ISO-NE shall report the termination of this Agreement in its EQR and make any appropriate additional filing with FERC, as required, to effectuate the termination of this Agreement pursuant to this Article 6.

**Article 7 – Indemnity and Limitation of Liability**

**7.0 Hold Harmless**

Selected QTPS will indemnify and hold harmless all affected PTOs and ISO-NE and its directors, managers, members, shareholders, officers and employees from any and all liability (except for that stemming from the ISO-NE or an affected PTO’s negligence, gross negligence or willful misconduct), resulting from the Selected QTPS’s failure to timely complete the Project. As used herein, an “affected PTO” is one that would be subject to penalties assessed by NERC or FERC or adverse regulatory orders or monetary claims or damages due to the Selected QTPS’s failure to timely complete the Project.

**7.1 Liability**

1. Neither Party shall be liable to the other Party for any incidental, indirect, special, exemplary, punitive or consequential damages, including lost revenues or profits, even if such damages are foreseeable or the damaged Party has advised such Party of the possibility of such damages and regardless of whether any such damages are deemed to result from the failure or inadequacy of any exclusive or other remedy.
2. Nothing in this Agreement shall be deemed to affect the right of ISO-NE to recover its costs due to liability under this Article 7 through the NEPOOL Participants Agreement or ISO-NE Tariff.

**Article 8 – Assignment**

**8.0 Assignment**

A Party may assign all of its rights, duties, and obligations under this Agreement in accordance with this Section 8.0. No Party may assign any of its rights or delegate any of its duties or obligations under this Agreement without prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent shall be null and void. Assignment by the Selected QTPS shall be contingent upon, prior to the effective date of the assignment: (i) the Selected QTPS or the assignee demonstrating to the satisfaction of ISO-NE that the assignee has the technical competence and financial ability: (a) to comply with the requirements of this Agreement, (b) to construct the Project consistent with the assignor’s cost estimates for the Project and in accordance with any cost cap or cost containment commitments, and (c) to operate and maintain the Project once constructed; and (ii) the assignee is a Qualified Transmission Project Sponsor pursuant to Sections 4B of Attachment K of the OATT. For all assignments by any Party, the assignee must assume in writing, to be provided to the other Party, all rights, duties, and obligations of the assignor arising under this Agreement. Any assignment described herein shall not relieve or discharge the assignor from any of its obligations hereunder absent the written consent of the other Party. In no circumstance, shall an assignment of this Agreement or any of the rights, duties, and obligations under this Agreement diminish the rights of the ISO-NE under this Agreement or the ISO New England Operating Documents. Any assignees that will construct, maintain, or operate the Project shall be subject to, and comply with the terms of this Agreement, and the ISO New England Operating Documents.

**Article 9 - Information Exchange**

**9.0 Information Access**

Subject to the ISO Information Policy, each Party shall make available to the other Party information necessary to carry out each Party’s obligations and responsibilities under this Agreement and the ISO New England Operating Documents. Such information shall include but not be limited to, information reasonably requested by ISO-NE to prepare the Regional System Plan. The Parties shall not use such information for purposes other than to carry out their obligations or enforce their rights under this Agreement and the ISO New England Operating Documents.

**Article 10 - Confidentiality**

**10.0** **Confidential Information** **and CEII**

Confidential Information and CEII shall be treated in accordance with the ISO Information Policy.

**Article 11 – Dispute Resolution**

**11.0 Dispute Resolution Procedures**

The Parties agree that any dispute arising under this Agreement shall be the subject of good-faith negotiations among the Parties. Each Party shall designate one or more representatives with the authority to negotiate the matter in dispute to participate in such negotiations. The Parties shall engage in such good-faith negotiations for a period of not less than sixty (60) calendar days. Notwithstanding the foregoing, any dispute arising under this Agreement may be submitted to arbitration or any other form of alternative dispute resolution upon the agreement of the Parties to participate in such an alternative dispute resolution process. Nothing in this Agreement shall, however, restrict a Party’s right to file a complaint with FERC under the relevant provisions of the Federal Power Act.

**Article 12 - Regulatory Requirements**

**12.0 Regulatory Approvals**

Selected QTPS shall seek and obtain all required authorizations or approvals as soon as reasonably practicable, and by the milestone dates set forth in the Development Schedule of Schedule B of this Agreement, as applicable.

**Article 13 - Representations and Warranties**

**13.0 General**

Selected QTPS hereby represents, warrants and covenants as follows, with these representations, warranties, and covenants effective as to the Selected QTPS during the full time this Agreement is effective:

**13.0.1 Organization**

Selected QTPS is duly organized, validly existing and in good standing under the laws of the state of its organization.

**13.0.2 Authority**

Selected QTPS has all requisite power and authority to execute, deliver and perform this Agreement; the execution, delivery and performance by Selected QTPS of this Agreement have been duly authorized by all necessary and appropriate action on the part of Selected QTPS; and this Agreement has been duly and validly executed and delivered by Selected QTPS and constitutes the legal, valid and binding obligations of Selected QTPS, enforceable against Selected QTPS in accordance with the terms of this Agreement.

**13.0.3 No Breach**

The execution, delivery and performance by Selected QTPS of this Agreement will not result in a breach of any terms, provisions or conditions of any agreement to which Selected QTPS is a party which breach has a reasonable likelihood of materially and adversely affecting Selected QTPS’s performance under this Agreement.

**Article 14 - Operation of Project**

**14.0 In-Service**

The following requirements shall be satisfied prior to the date the Project goes In-Service:

**14.0.1 Execution of the Transmission Owners Agreement**

Selected QTPS is able to meet all requirements of the Transmission Owners Agreement and has authority to execute that agreement.

**14.0.2 Operational Requirements**

The Project must meet all applicable operational requirements described in the ISO New England Operating Documents.

**14.0.3 Synchronization**

Selected QTPS shall have received any necessary authorizations or permissions from ISO-NE and the owners of the facilities to which the Project will interconnect to synchronize with the New England Transmission System or to energize, as applicable, the Project.

**14.1 Partial Operation**

If the Project is to be completed in phases, the completed part of the Project may operate prior to completion and Required Project In-Service Date set forth in Schedule B of this Agreement, provided that: (i) Selected QTPS has notified ISO-NE in writing of the successful completion of the Project phase; (ii) ISO-NE has determined that partial operation of the Project will not negatively impact the reliability of the New England Transmission System; (iii) Selected QTPS has demonstrated that the requirements for going In-Service set forth in Section 14.0 of this Agreement have been met for partial operation of the Project; and (iv) partial operation of the Project is consistent with Applicable Laws and Regulations, applicable reliability standards, and Good Utility Practice.

**Article 15 - Survival**

**15.0 Survival of Rights**

The rights and obligations of the Parties in this Agreement shall survive the termination, expiration, or cancellation of this Agreement to the extent necessary to provide for the determination and enforcement of said obligations arising from acts or events that occurred while this Agreement was in effect. The Indemnity and Limitation of Liability provisions in Article 9 and the Binding Cost Cap or Cost Containment Measures referenced in Article 16 and set forth in Schedule C of this Agreement also shall survive termination, expiration, or cancellation of this Agreement..

**Article 16 - Binding Cost Cap or Cost Containment Measures**

**16.0 Binding Cost Cap or Cost Containment Measures**

Any binding cost cap or cost containment measures, or commitment to forego any kind of rate incentives or rate recovery submitted by the Selected QTPS as part of its Project shall be detailed in Schedule C of this Agreement.

**Article 17 - Non-Standard Terms and Conditions**

**17.0 Schedule D - Non-Standard Terms and Conditions**

Subject to FERC acceptance or approval, the Parties agree that the terms and conditions set forth in the attached Schedule D are hereby incorporated by reference, and made a part of, this Agreement. In the event of any conflict between a provision of Schedule D that FERC has accepted and any provision of the standard terms and conditions set forth in this Agreement that relates to the same subject matter, the pertinent provision of Schedule D shall control.

**Article 18 - Miscellaneous**

**18.0 Notices**

Unless otherwise expressly specified or permitted by the terms hereof, all communications and notices provided for herein shall be in writing and any such communication or notice shall become effective (a) upon personal delivery thereof, including by overnight mail or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, or (c) in the case of notice by e-mail, upon receipt thereof; provided that such transmission is promptly confirmed by either of the methods set forth in clauses (a) or (b) above, in each case addressed to the relevant party and copy party hereto at its address set forth below in this section 18.0 or at such other address as such party or copy party may from time to time designate by written notice to the other party hereto; further provided that a notice given in connection with this Section 18.0 but received on a day other than a Business Day, or after business hours in the situs of receipt, will be deemed to be received on the next Business Day.

Addresses:

ISO-NE:

ISO New England, Inc.

1 Sullivan Road

Holyoke, MA 01040

Attention:

e-mail: [sqtspa@iso-ne.com](file:///C:\Users\mdrzewianowski\AppData\Local\Microsoft\Windows\Temporary%20Internet%20Files\Content.Outlook\R4IB8UAP\sqtspa@iso-ne.com)

Selected QTPS:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attention:

e-mail address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**18.1 No Partnership**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.

**18.2 Incorporation of Other Documents**: The ISO New England Operating Documents, as they may be amended from time to time, are incorporated by reference herein and made a part hereof and Selected QTPS is subject to, and must comply with the terms and conditions of those documents.

**18.3 Headings and Table of Contents**

The headings of the sections of this Agreement and the Table of Contents are inserted for purposes of convenience only and shall not be construed to affect the meaning or construction of any of the provisions hereof.

**18.4 Interpretation**

Wherever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

**18.5 Amendment; Limitations on Modifications of Agreement**

1. This Agreement shall only be subject to modification or amendment by agreement of the Parties in writing and the acceptance of any such amendment by FERC, if required to be filed at FERC.
2. In light of the foregoing, the Parties agree that they shall not rely to their detriment on any purported amendment, waiver or other modification of any rights under this Agreement unless the requirements of this Section 18.5 are satisfied and further agree not to assert equitable estoppel or any other equitable theory to prevent enforcement of this provision in any court of law or equity, arbitration or other proceeding.

**18.6 Severability**

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

**18.7 Further Assurances**

Each Party agrees, upon the other Party’s request, to make Commercially Reasonable Efforts to execute and deliver such additional documents and instruments, provide information, and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement.

**18.8 Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. The parties hereto agree that any document or signature delivered by facsimile transmission shall be deemed an original executed document for all purposes hereof.

**18.9 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware including all matters of construction, validity and performance without regard to the conflicts-of-laws provisions thereof and the Federal Power Act, as applicable.

**18.10 Entire Agreement**

Except for the ISO New England Operating Documents, applicable reliability standards, or successor documents, this Agreement, including all Schedules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. Except for the ISO New England Operating Documents, applicable reliability standards, or successor documents, there are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

**18.11 No Third Party Beneficiaries**

It is not the intention of this Agreement or of the Parties to confer a third party beneficiary status or rights of action upon any person or entity whatsoever other than the Parties and nothing contained herein, either express or implied, shall be construed to confer upon any person or entity other than the Parties any rights of action or remedies either under this Agreement or in any manner whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party as of the date written below.

**For ISO New England Inc.**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**For Selected QTPS**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

**Description of Project and Scope of Work**

**SCHEDULE B**

**Development Schedule**

Selected QTPS shall ensure and demonstrate to the ISO-NE that it timely has met the following milestones and milestone dates and that the milestones remain in good standing:

[As appropriate include the following standard Milestones, with any revisions, and additional milestones necessary for the Project]:

|  |
| --- |
| **Milestones and Milestone Dates** |
| **Demonstrate adequate Project financing.** On or before \_\_\_\_\_\_, Selected QTPS must demonstrate that adequate project financing has been secured. Project financing must be maintained for the term of this Agreement [add detail if necessary]. |
| **Acquisition of all necessary federal, state, county, and local site permits.**  On or before \_\_\_\_\_\_, Selected QTPS must demonstrate that all required federal, state, county and local site permits have been acquired. [add detail if necessary]. Provide separate dates for each permit] |
| **Substantial Site Work Completed:**  On or before \_\_\_\_\_\_\_, Selected QTPS must demonstrate that at least 20% of Project site construction is completed. Additionally, the Selected QTPS must submit updated ratings and the final project drawings to the ISO-NE. |
| **Delivery of major electrical equipment.** On or before \_\_\_\_\_\_, Selected QTPS must demonstrate that all major electrical equipment has been delivered to the project site. [add detail if necessary]. |
| **Demonstrate required ratings.** On or before \_\_\_\_\_\_, Selected QTPS must demonstrate that the project meets all required electrical ratings. [add detail if necessary]. |
| **Required Project In-Service Date.**  On or before \_\_\_\_\_\_, Selected QTPS must: (i) demonstrate that the Project is completed in accordance with the Scope of Work in Schedules A of this Agreement; (ii) meets the criteria outlined in Schedule B of this Agreement; (iii) is placed In-Service; and (iv) is under ISO-NE operational dispatch. |
| **[Add additional Milestones]** |
|  |

**SCHEDULE C**

**Binding Cost Cap or Cost Containment Measures**

[Insert binding cost cap or cost containment terms and conditions, if any contained in the Selected QTPS selected proposal. If no such binding cost cap or cost containment measures

state “None”]

**SCHEDULE D**

**Non-Standard Terms and Conditions**