



**ACTIVE RESOURCE INTEGRATION PILOT
PARTICIPATION AGREEMENT**

between

Massachusetts Electric Company d/b/a National Grid

and

[Developer XYZ]

_____, 202

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ACTIVE RESOURCE INTEGRATION PILOT PARTICIPATION AGREEMENT

This Active Resource Integration Pilot Participation Agreement, together with the exhibits attached hereto (as amended and in effect from time to time) (this “Agreement”)¹ is made and entered into this _____ day of _____, 202____ (the “Effective Date”) by and between Massachusetts Electric Company d/b/a National Grid, a Massachusetts corporation having a place of business at 170 Data Drive, Waltham, Massachusetts 02451 (“National Grid” or “Company”), and [Company Name], a [entity type and state of formation], with a business address of [business address] (“Participant”). National Grid and Participant are sometimes referred to herein individually as a “Party” and jointly as the “Parties.”

WHEREAS, the Parties have entered into an interconnection service agreement pursuant to National Grid’s Interconnection Tariff [simultaneously herewith] / [dated as of month/date/year] (“Interconnection Service Agreement”, as the same may be amended), setting forth the terms and conditions of the Participant’s interconnection of a DER to National Grid’s Electric Power System.

WHEREAS, National Grid’s evaluation of the Project and preliminary study results indicate that the Participant will be responsible for costs for system modifications necessary to interconnect the Project with National Grid’s EPS. The Participant has indicated that such investments are substantial and/or the operational restrictions are not viable for the Participant and desires to work with National Grid for a more flexible cost-effective interconnection solution.

WHEREAS, National Grid is in the process of actively developing system automation strategies and infrastructure to better leverage available EPS capacity while maintaining a safe and reliable grid. One strategy is Active Resource Integration (“ARI”) which explores, without limitation, the ability to actively manage DER projects through a flexible interconnection service by communicating with a DER to curtail operating conditions as needed to mitigate certain EPS constraints. National Grid is piloting an ARI program (“ARI Pilot”) to advance its understanding, research and testing of ARI technology and functionality as well as a DER’s operational responses to such technology (“Research and Testing”).

WHEREAS, National Grid has offered the Participant the opportunity to participate in its ARI Pilot program which, subject to the terms of this Agreement and the Interconnection Service Agreement, will allow the Participant to interconnect and operate the Project without requiring certain system modifications provided that the Participant is willing to curtail or limit the Project’s operation when signaled to do so by National Grid.

WHEREAS, the Participant understands the requirements of ARI Pilot participation and wishes to participate in the ARI Pilot program agreeing, after its own evaluation and due diligence, that it presents a more cost effective and flexible interconnection solution for the Project. The Participant has represented that its Project is (or will be) capable of receiving and responding to curtailment commands from National Grid and/or Participant is willing to make and maintain additional investments needed in the Project to do so at its sole cost and expense.

¹ Capitalized terms used herein are defined in the body of this Agreement and/or at Exhibit A. Capitalized terms used but not otherwise defined will have the meaning ascribed to such term(s) in the Interconnection Service Agreement or Interconnection Tariff, as applicable.

WHEREAS, National Grid and the Participant wish to enter into this Agreement for the limited purpose of establishing the terms and conditions of the Project's participation in the ARI Pilot program. Each Party understands and agrees that this Agreement does not authorize the Participant to operate the Project in parallel with the EPS and, further, that the terms and conditions for the interconnection and operation of the Project are governed by the Interconnection Tariff and the Interconnection Service Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows.

Article 1: Project

1.1 Project Definition. The "Project" consists of Participant's DER as more particularly described in Attachment 1 of the Interconnection Service Agreement, together with all materials, equipment systems, structures, features and improvements necessary to generate, export and/or import, as applicable, electric energy at the Point of Common Coupling.

i. Project Name. [include project name, ISA/Case#].

ii. Location of Project. [include project address].

1.2 Project Changes. Participant shall not change or modify the Project without National Grid's prior written consent and authorization. Any request to change or modify the Project shall be evaluated and determined by National Grid in accordance with the requirements of the Interconnection Tariff, the Interconnection Service Agreement and this Agreement. Any request to change or modify the Project may require, at the Participant's sole cost and expense, and as determined by the Company in its sole discretion, without limitation, a new interconnection application (and/or interconnection service agreement), additional studies, and/or system modifications (including contribution of costs to system modifications in common with other Interconnecting Customers in accordance with the Interconnection Tariff). Project changes or modifications without National Grid's prior written authorization shall constitute an Event of Default with respect to this Agreement.

1.2.1 ARI Pilot Participation. The Participant must have, as of the date of this Agreement, an Interconnecting Service Agreement for the Project that references this Agreement and the Project's participation in the ARI Pilot. The Participant understands that the Project's participation in the ARI Pilot avoided certain costs for system modifications that would have otherwise been required to interconnect the Project to the EPS. As such, but without limitation, the Participant understands and agrees that any change to ARI Pilot participation (whether full withdrawal, or otherwise) may require additional system modifications to National Grid's EPS, and will be evaluated as a project change. The Participant understands that this Agreement does not reserve or confer any rights to available EPS capacity or for a Firm Interconnection for the Project.

1.3 Intellectual Property. Participant shall retain exclusive ownership of all its know-

how, concepts, techniques, methodologies, ideas, templates, software, the contents of all documentation, interfaces, utilities, and tools that existed prior to the Effective Date of this Agreement, all updates, modifications, improvements, enhancements and derivative works of the same conceived, discovered, developed or reduced to practice, solely or in collaboration with others, during the performance of this Agreement and in each case, all related intellectual property rights (collectively, “Intellectual Property”). Participant grants National Grid a limited, non-exclusive, non-sublicensable, irrevocable, royalty-free license to access and use certain Intellectual Property rights of Participant which are integral to National Grid’s conduct of the ARI Pilot and/or necessary to advance its Research and Testing during the Term only.

1.4 Communications with Lenders/Regulators/Municipalities/Public. Participant and/or its Representatives shall not, without National Grid’s prior written consent, publish or make public any information pertaining to the ARI Pilot program or this Agreement, whether during the Term of this Agreement or thereafter. Participant shall immediately notify National Grid of all communications from regulatory agencies, municipalities, the media, or the public to Participant, including, but not limited to, notices, postings, letters, telephone calls, emails, or visits with respect to the Project’s participation in the ARI Pilot program or this Agreement. Notwithstanding the foregoing, Participant and/or its Representatives may disclose the existence of this Agreement and its terms to lenders or potential financing parties where such parties shall not use, directly or indirectly, any information contained in this Agreement for any other purpose but financing or assessing Project viability. Nothing in this section shall prevent or limit either Party from taking any actions necessary to comply with Applicable Laws and Regulations. In addition to the foregoing requirements, confidential information shall be subject to the provisions of Article 9 below.

Article 2: Scope and Limitations of this Agreement

2.1 ARI Project Scope. This Agreement governs the terms and conditions under which the Participant will participate with the Project in the ARI Pilot program. Each Party understands and agrees that this Agreement does not authorize the Participant to operate the Project in parallel with the EPS and, further, that the terms and conditions for the interconnection and operation of the Project are governed by the Interconnection Tariff and the Interconnection Service Agreement. The Participant understands and agrees that the Curtailment requirements set forth in this Agreement constitute operational requirements integral to the Project’s interconnection under the Interconnection Service Agreement. The Project will be required to respond to each and every Curtailment Signal and Curtailment Instruction as set forth herein, in addition to operating the Project in conformance with the requirements of the Interconnection Tariff and the Interconnection Service Agreement. Nothing in this Agreement is intended to limit or modify any of National Grid’s rights under the Interconnection Service Agreement including, without limitation, with respect to curtailment or disconnection of the Project (the exercise of which right shall not constitute Curtailment or a Curtailment Event under this Agreement and, as such, the duration of which (and the corresponding MWhs) is not includable in the annual Curtailment Target Accounting).

2.1.1 The Participant shall, at all times during the Term of this Agreement, be the same Person as the Interconnecting Customer under the Interconnection Service Agreement

and shall be in compliance with the terms thereof.

2.1.2 The Participant shall be responsible for all costs of participation in the ARI Pilot program which may include, without limitation, modifications to the Project and/or the EPS, communication requirements, and ongoing operations and maintenance.

2.1.3 National Grid's curtailment methodology and resulting curtailment allocation model for the Project's Curtailment Target is provided in the Curtailment Plan in Exhibit B. The Curtailment Plan is non-binding and provided for informational purposes only. The Participant understands electric system conditions can and do change frequently which can, without limitation, affect National Grid's estimated Curtailment Target for the Project.

2.2 Curtailment Requirements. The Participant is required, and must be capable at all times, to Curtail the Project within the Response Time when a Curtailment Event is called by National Grid through a Curtailment Signal. National Grid may require the Participant to limit the Project's export or import (i.e., Curtail) to any amount below the Project's nameplate Capacity for any specified duration in order to address a Curtailment Event. The Participant understands and agrees that the Curtailment requirements under this Agreement will take precedence over any other operating schedule allowed for the Project under the Interconnection Service Agreement. If there are other DER projects determined by National Grid to be contributing to a Curtailment Event operating under the same flexible interconnection arrangement as the Participant (i.e., Flexible DER), National Grid will use its best efforts to allocate the required curtailment equally (i.e., on a pro-rata basis based on nameplate Capacity) among all such projects unless doing so is deemed imprudent or infeasible by National Grid.

2.3 Curtailment Events. Curtailment can be imposed on the Project any time National Grid calls a Curtailment Event. Without limitation, National Grid will use Curtailment as a means to manage fluctuations in energy supply and demand, EPS constraints, system testing, or other operational considerations. Curtailment may occur, without limitation, when the electricity demand and/or generation electrical characteristics observed on the EPS approach the limiting elements of the existing EPS infrastructure.

2.4 Curtailment Signals. A real-time Curtailment Signal from National Grid will be transmitted to the Project's National Grid-approved Power Plant Controller (or other approved communication device) utilizing National Grid-specified communication system protocols. Communications between National Grid and the Project will include the Curtailment Signal and other information such as, but not limited to, irradiance or system's state of charge, or other setpoints as defined in IEEE 1547. In the event the Project is unable to receive or respond to a real-time Curtailment Signal from National Grid, National Grid may take or require the Participant to take any and all actions to Curtail the Project. The Participant will be responsible for any and all Project maintenance, repairs, and/or upgrades necessary to ensure that the Project is capable at all times to receive and respond to National Grid's real-time Curtailment Signals.

2.4.1 Failure to Respond to a Curtailment Signal. National Grid will measure the power flow at the Point of Common Coupling (PCC), or by any other means available, to determine Participant's performance in responding to National Grid's Curtailment Signal. If the Participant fails to Curtail the Project to within 2% of the Curtailment Signal, National Grid

reserves the right, in its sole discretion, to (i) send Curtailment Instructions to the Participant requiring the Participant to Curtail the Project to a National Grid- specified safe limit for the duration of the Curtailment Event, (ii) trip the National Grid-owned PCC recloser or any other suitable interrupting device, and/or (iii) disconnect the Project by any available means. If the Project is disconnected in order to achieve a required Curtailment, the Participant shall not be permitted to place the Project back on-line until the Participant has demonstrated to National Grid's satisfaction (at the Participant's sole cost) that the Project is able to receive and respond timely to a Curtailment Signal and otherwise comply with the terms of this Agreement. The duration of time (and the corresponding MWhs) the Project is disconnected for failure to respond to a Curtailment Signal shall not be includable in the Project's annual Curtailment Target Accounting set forth below.

2.5 Curtailment Target. The Project's projected Curtailment Target is set forth in Exhibit B. The Participant understands that Curtailment Targets are non-binding estimates and do not represent any level whatsoever of reserved or guaranteed EPS capacity for the Project or Project operational capabilities. The Project's experienced annual Curtailment may be above or below this target. However, National Grid intends to monitor and evaluate the amount of Flexible DER interconnected to National Grid's EPS so as to manage Curtailment of DER projects participating in the ARI Pilot, including the Project, and to mitigate the impact of New Flexible DER Interconnections on estimated Curtailment Targets. National Grid agrees to follow the protocol for New Flexible DER interconnections set forth in Section 2.6 below to help mitigate the risk that additional Flexible DER will be the cause of Project Curtailment in excess of the Curtailment Target.

2.5.1 Annual Experienced Curtailment. Experienced actual Curtailment does not replace the targeted expectations for future years or otherwise modify the Curtailment requirements in this Agreement. For the avoidance of doubt, the Participant understands that it has no right, guarantee or promise to any available EPS capacity even if Curtailment is below the Curtailment Target for any period or extended periods of time. Any request for available EPS capacity or changes to the Project's ARI Pilot participation will be considered a project change and will be handled in accordance with Section 1.2 above.

2.5.2 Curtailment Target Accounting. National Grid will provide annual accounting for the Curtailment amount requested by National Grid under this Agreement based on the difference between National Grid's hourly estimate of the Project's un-curtailed import or export Capacity and the hourly average of dispatch limited by National Grid through a transmitted signal to the Project ("Curtailment Target Accounting"). Data for curtailment (or disconnection) due to equipment failure or loss of communication, if any, may be provided but will not count towards Curtailment Targets. Participant may make reasonable requests to receive historical data from National Grid regarding the Curtailment Signals transmitted to the Project pursuant to the terms of this Agreement. Notwithstanding the Curtailment Target Accounting, the Participant understands that Curtailment Targets are non-binding estimates and the Participant shall not be entitled to any monetary or other form of compensation for any year(s) in which Curtailment was in excess of the Curtailment Target.

2.6 New Interconnections. The Interconnecting Customer understands and agrees that

under ARI Participation there is no level of charging or discharging Capacity or operational capabilities reserved or guaranteed for the Project, and such capabilities (including the level of Curtailment required under this Agreement) may be affected by the interconnection of subsequent load and/or DER customers.

2.6.1 National Grid will not interconnect New Flexible DER if the curtailment analysis shows that such interconnection would cause the Project to exceed its Curtailment Target. National Grid will only consider New Flexible DER interconnection applications for projects in the Project's EPS constraint area if the following two conditions are met:

- i. An updated curtailment analysis shows that additional DER Capacity can be interconnected under a Flexible DER contract without causing the Project to exceed its Curtailment Target; and
- ii. The Project's Curtailment required under this Agreement has not exceeded the annual Curtailment Target in either of the previous two calendar years. If this condition is not met, National Grid may allow New Flexible DER interconnections only if condition (i) is satisfied and EPS system modifications and/or upgrades have been installed in the Project's EPS constraint area within the same two year period which National Grid reasonably believes would maintain or reduce the Project's Curtailment to within the Project's Curtailment Target. If the Project does not have two years of annual Curtailment Target data, this condition (ii) shall not apply and National Grid may allow New Flexible DER interconnections if condition (i) is met.

2.6.2 Except as stated above, National Grid may interconnect new load and/or DER customers to its EPS including, without limitation, in the Project's EPS constraint area, without any consideration (in the study of such new interconnections or otherwise) for the Project or the impact of such interconnection(s) on the Project's operational capabilities (which may, without limitation, contribute to Curtailment Events and result in curtailment in excess of the Curtailment Target).

2.7 Curtailment Equipment. Participant will be responsible for maintaining the Project's communication and curtailment equipment (*e.g.*, Power Plant Controller, or other approved communication device, and related facilities and equipment) in proper working order at all times sufficient to meet Participant's obligation under this Agreement to receive and respond to National Grid's Curtailment Signal for the duration of the Project's Pilot Participation Period, including, without limitation, any updates or upgrades needed to stay current with communication protocols and cyber-security protections, at Participant's own cost.

2.8 Participation in Other Programs or Markets. The Participant will not operate the Project, or participate with the Project in any programs or energy markets, or otherwise use, bid, or obligate the Project's Capacity, in any manner that will interfere or prevent the Participant's full compliance with the terms and conditions of this Agreement. Without limitation, the Participant must comply with all Curtailment Signals and/or Curtailment Instructions under this

Agreement and assumes all risk associated with participating in any other programs or markets during the Term hereof.

Article 3: Inspection, Testing, and Right of Access

3.1 Equipment Inspection and Testing. Participant shall be responsible for testing and inspecting equipment installed in support of the Project's participation in the ARI Pilot program to the satisfaction of National Grid prior to Commercial Operation of the Project and before any reconnection of the Project after disconnection in the event of the Project's failure to receive or respond to a Communication Signal. Participant shall notify National Grid of such activities no fewer than ten (10) Business Days (or as may be otherwise agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. National Grid may send qualified personnel to the Project site to inspect such equipment and observe the testing at Participant's sole cost and expense. Participant shall provide National Grid with a written test report when such testing and inspection is completed.

3.2 Right of Access. During the Pilot Participation Period, at reasonable hours, and upon reasonable notice, the Participant shall provide National Grid access to the Project for any reasonable purpose in connection with Research and Testing.

Article 4: Effective Date, Term, Termination and Default

4.1 Term. The term of this Agreement shall commence upon the Effective Date and shall continue through the Pilot Participation Period.

4.2 Pilot Participation Period. The "Pilot Participation Period" shall commence on the Commercial Operation Date and shall continue through the effective date of termination of this Agreement.

4.3 Commercial Operation. "Commercial Operation" shall only occur when the Participant receives written Authority to Interconnect pursuant to the Interconnection Tariff. The "Commercial Operation Date" shall be the date the Project achieves Commercial Operation. The Participant understands that the Project cannot begin Commercial Operation, without limitation, unless and until National Grid achieves ARI Readiness on its EPS.

4.4 Termination. This Agreement shall terminate upon the termination or expiration of the Interconnection Service Agreement and may be otherwise terminated by either Party in accordance with the ISA Termination Provisions, which provisions shall apply in full force to this Agreement (and the Parties) as if such provisions were specifically stated and set forth herein.

4.5 Effect of Termination. Upon termination or expiration of this Agreement, and subject to the survival terms of Section 11.9, the liabilities and obligations of the Parties shall cease, provided that such expiration or termination of this Agreement shall not relieve the Parties of any obligation or breach of this Agreement accruing prior to such termination or expiration, including, without limitation, all accrued payment obligations arising under Article 6.

4.6 Default and Remedies. The ISA Default and Remedies Provisions shall apply in

full force to this Agreement (and the Parties) as if such provisions were specifically stated and set forth herein.

Article 5: Cost Responsibility

5.1 ARI Pilot Participation Costs

5.1.1 Participant shall pay the estimated annual operations and maintenance cost for participation in the ARI Pilot program of \$4,400/MW (AC) installed (i.e. nameplate) of the Project as invoiced annually by National Grid. The Participant understands and agrees that ARI Pilot participation costs are separate from and in addition to any costs set forth in the Interconnection Service Agreement. These costs may be adjusted in accordance with Section 5.2.1 below and are not subject to any cost cap limitations.

5.2 Escalation Clause

5.2.1 National Grid reserves the right to review and adjust costs annually for inflation, increased costs from National Grid third party vendors for ARI software or communication capabilities, and/or program costs made necessary by changes to applicable DPU rules or regulations.

Article 6: Billing and Payment

6.1 Billing and Payment Procedures

6.1.1 National Grid shall bill Participant in advance for the annual cost for participation in the ARI Pilot program as set forth in Section 5.1.1 of this Agreement. National Grid will issue bills each year in April provided, however, that the first bill will be issued on or around the Commercial Operation Date for a prorated amount based on the number of days remaining from the Commercial Operation Date through March 31. The Participant understands and agrees that National Grid billing delays will not excuse Participant from its obligation to make payments under this Agreement.

6.1.2 National Grid shall provide the Participant notice of any escalation costs determined under Section 5.2.1 of this Agreement, which notice shall include an invoice for any amounts due and owing by Participant.

6.1.3 National Grid shall invoice Participant for any other costs due pursuant to the terms of this Agreement within a reasonable amount of time.

6.1.4 Participant shall pay each bill within thirty (30) calendar days of receipt, or as otherwise agreed to by the Parties in writing.

Article 7: Assignment, Liability, Indemnity, and Force Majeure

7.1 Assignment. This Agreement, and each and every term and condition hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and

permitted assigns. The Participant shall not be permitted to assign this Agreement unless there has been an assignment of the Interconnection Service Agreement pursuant to the terms thereof. For the avoidance of doubt, the Interconnecting Customer under the Interconnecting Service Agreement must be the same Person as the Participant under this Agreement at all times, and such Person must accept and assume all obligations under both agreements.

7.1.1 Any attempted assignment that violates this Article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee of Participant is responsible for meeting the same obligations as Participant.

7.2 Limitation of Liability. The ISA Limitation of Liability Provisions shall apply in full force to this Agreement (and the Parties) as if such provisions were specifically stated and set forth herein.

7.3 Indemnification. The ISA Indemnification Provisions shall apply in full force to this Agreement (and the Parties) as if such provisions were specifically stated and set forth herein.

7.4 Force Majeure. The ISA Force Majeure Provisions shall apply in full force to this Agreement (and the Parties) as if such provisions were specifically stated and set forth herein.

Article 8: Insurance

8.1 Insurance requirements for the Project shall be as stated in the Interconnection Service Agreement.

Article 9: Confidentiality

9.1 The Confidentiality section is governed by the terms of the Non-Disclosure Agreement executed by the Parties on **[INSERT DATE]** and attached as Exhibit C.

9.1.1 Notwithstanding anything in this Article to the contrary, if the Department of Public Utilities (DPU), during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to the DPU, within the time provided for in the request for information, provided that the disclosing Party shall notify the other Party prior to providing such information and reasonably cooperate with any legal efforts of the other Party to prevent or limit the disclosure of such information. In providing the information to the DPU, the Party shall, consistent with DPU rules and regulations, request that the information be treated as confidential and trade secret by the DPU and that the information be withheld from public disclosure. The Party shall notify the other Party to this Agreement if it is notified by the DPU of any denial (in whole or part) of a request for confidential treatment and protection of the confidential information, at which time either of the Parties may, but shall not be required to under this Agreement, take any other action, at such Party's sole cost and expense, to protect and preserve the confidential information. Requests from any other regulatory body with authority shall be treated in a similar manner if consistent with the applicable statutes, rules

and regulations.

Article 10: Disputes

10.1 The Parties agree that the Project's participation in the ARI Pilot is integral to the Project's safe and reliable interconnection under the Interconnection Service Agreement and Interconnection Tariff and, further, that this Agreement covers matters related to the Project's interconnection. As such, it is the Parties' understanding and intent that this Agreement is subject to the DPU's jurisdiction and all disputes arising out of this Agreement shall be governed by the process outlined in the Interconnection Tariff.

Article 11: Miscellaneous

11.1 Governing Law, Regulatory Authority, and Rules. The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles. Venue in any action with respect to this Agreement shall be in the Commonwealth of Massachusetts; each Party agrees to submit to personal jurisdiction of courts in the Commonwealth of Massachusetts with respect to any such actions. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

11.2 Entire Agreement; Order of Precedence.

11.2.1 This Agreement contains the entire understanding and agreement of the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous communications, representations, agreements, and understandings, either oral or written, between the Parties with respect to its subject matter, with the exception of the Interconnection Service Agreement. In the event of any conflict or inconsistency between or among the following documents, the order of precedence will be: (1) Interconnection Service Agreement then (2) this Agreement then (3) Non-Disclosure Agreement.

11.2.2 The Parties have specifically deferred in this Agreement to a provision(s) of the Interconnection Service Agreement, including Termination (Section 4.4), Default and Remedies (Section 4.6), Limitation of Liabilities (Section 7.2), Indemnification (Section 7.3), Force Majeure (Section 7.4), Insurance (Section 8.1). Such provision(s), and each Party's rights, obligations, and liabilities, shall be applicable and enforceable as a term(s) of this Agreement to the same extent as if the referenced provision(s) were fully set forth in this Agreement, and such provision(s) shall be read and interpreted to give it meaning and with this intent under this Agreement. For example, without limitation, it is intended and understood by the Parties that references to the Interconnecting Customer shall mean and include the Participant, and references to agreement or Interconnection Service Agreement, shall mean and include this Agreement, for such provisions.

11.2.3 This Agreement may only be amended or waived by a writing signed by

both Parties. Any amendment will take precedence over the document it amends.

11.3 No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

11.4 Waiver

11.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such other Party.

11.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.

11.5 Section Headings. The section headings in this Agreement are for convenience of reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof.

11.6 Authority. Each Party represents to the other that the signatory identified beneath its name below has full authority to execute this Agreement on its behalf.

11.7 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which shall constitute one and the same agreement. The exchange of copies of signature pages by facsimile or other electronic transmission (including, without limitation, by emailed PDF) shall constitute effective execution and delivery of this Agreement to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including, without limitation, by emailed PDF) shall be deemed to be their original signatures for all purposes.

11.8 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 either Party. Neither 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 Party.

11.9 Survival. All rights and obligations hereunder granted or incurred prior to and which are expressly stated to, or by their nature would, continue beyond the cancellation, completion, termination, or expiration of this Agreement shall survive such cancellation, completion, termination, or expiration. For the avoidance of doubt, but without limitation, the following sections of this Agreement shall survive termination, cancellation, completion or expiration of this Agreement: Sections 1.3, 1.4, 7.2, 7.3, Article 6 and Article 9.

11.10 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, and (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling. If the severability clause addresses an essential intent, benefit or purpose of this Agreement which is not or cannot be restored by the Parties' good faith negotiations, then the affected Party shall have the right to terminate this Agreement.

11.11 Subcontractors. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

11.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall National Grid be liable for the actions or inactions of Participant or its subcontractors with respect to obligations of Participant under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

11.11.2 The obligations under this Article will not be limited in any way by any limitation of subcontractor's insurance.

11.12 Reservation of Rights

11.12.1 This Agreement and its terms are subject to change by any ruling of the DPU.

11.12.2 This Agreement is an integral part of the Participant's interconnection requirements and obligations for the Project and is intended to be consistent with the DPU's applicable policies and orders implementing the Interconnection Tariff. In the event that either Party believes that the DPU has changed its applicable policies implementing the Interconnection Tariff or that any provision of this Agreement is no longer in conformance with the DPU's applicable policies and orders implementing the Interconnection Tariff for any other reason, the Parties shall work cooperatively to amend this Agreement to bring it into compliance with all such DPU policies and orders. In the event that the Parties disagree as to the policies and orders of the DPU implementing the Interconnection Tariff in effect at the time, either Party may file a petition with the DPU seeking clarification of such DPU policies and orders. In the event that the Parties are unable to reach agreement on changes to bring this Agreement into conformance with applicable DPU policies and orders, the Parties shall resolve such dispute as provided in Article 10 of this Agreement.

11.13 Non-Approval. Neither by inspection, if any, or non-rejection, nor in any way, does National Grid give any warranty, expressed or implied, as to the adequacy, safety, durability, suitability, or reliability or other characteristics of the Project or any associated control, protective, and safety devices owned or controlled by Participant or the quality of power produced by the Project.

Article 12: Notices

12.1 General. Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement must be made, and shall be deemed properly given, if delivered in the same manner required and to the same persons specified in the Interconnection Service Agreement.

12.2 Representatives. Each Party agrees that any operating representatives properly designated under the Interconnection Service Agreement to conduct the daily communications which may be necessary or convenient for the administration of that agreement, are hereby designated and authorized for the same purposes under this Agreement.

Article 13: Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

[PARTICIPANT’S NAME]

Company:

Massachusetts Electric Company, d/b/a

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A - GLOSSARY OF TERMS

“Active Resource Integration” or “ARI” has the meaning set forth in the preamble.

“Affiliate” means any Person controlling, controlled by, or under common control with, any other Person; where “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.

“Agreement” has the meaning set forth in the preamble.

“Applicable Laws and Regulations” all duly promulgated applicable federal, state or local tariffs, constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority that apply to either or both of the Parties, the Project or the terms of this Agreement.

“ARI Pilot” has the meaning set forth in the preamble.

“ARI Readiness” means that National Grid’s ARI system design and architecture is in place and operational. ARI Readiness timeline expectations will be communicated to the Participant but are not guaranteed.

“Business Day” has the meaning set forth in the Interconnection Tariff.

“Capacity” means the capability of the DER to generate, transmit and deliver electrical power, or the ability to control demand (sometimes referred to, as applicable, nameplate Capacity, charging (import) Capacity, discharging (export) Capacity, and/or storage Capacity). References to “EPS capacity” shall mean and refer generally to the capacity on the Company’s EPS that can accommodate DER and/or load interconnections, including, without limitation DER Capacity and operations.

“Commercial Operation” has the meaning set forth in Section 4.3.

“Commercial Operation Date” has the meaning set forth in Section 4.3.

“Curtailement” or “Curtail” is the restriction of the export of the generation of electricity to the National Grid Electric Power System or import of electricity from the National Grid Electric Power System for a participating DER as deemed necessary by National Grid to address a Curtailement Event. Curtailement in the context of PV and/or ESS DER refers to the intentional reduction or limitation of the import or export of electricity by the DER.

“Curtailement Event” means the determination by National Grid, in its sole discretion, that the Project needs to Curtail to address an electric system need or constraint and/or to perform Research and Testing.

“Curtailement Instructions” means any curtailement and dispatch instruction, transmitted by any means or in any form (transmitted electronically, verbally, or in writing) from National Grid to the Participant to Curtail the DER’s operations to the level so instructed or designated by National Grid.

“Curtailement Plan” means the description of National Grid’s curtailement methodology and resulting curtailement allocation model for the Project’s Curtailement Target set forth in Exhibit B. The Curtailement Plan is non-binding and provided for informational purposes only.

“Curtailement Signal” means any real-time curtailement or dispatch signal, command, or instruction from National Grid to the Project transmitted through each Party’s respective ARI communication facilities, devices, and equipment, to Curtaile the DER’s operations to the level (including, without limitation, at a specified ramp rate) so signaled or designated by National Grid.

“Curtailement Target” means National Grid’s non-binding target of the MWhs or charge/discharge cycles that the Project may be required to Curtaile under this Agreement on an annual basis based on the Curtailement methodology as set forth in Exhibit B. Curtailement Target shall mean the PV Curtailement Target and/or the ESS Curtailement Target as applicable. For Projects with both PV and ESS, both targets will apply. References to “below” or “less than” the Curtailement Target means that the Project was required to Curtaile for fewer MWhs than projected by National Grid; “above” or “in excess” of the Curtailement Target means that the Project was required to Curtaile for more MWhs than projected by National Grid.

“Curtailement Target Accounting” has the meaning set forth in Section 2.5.2.

“DER” means distributed energy resource.

“DPU” means the Massachusetts Department of Public Utilities.

“Effective Date” has the meaning set forth in the preamble.

“Electric Power System” or “EPS” means the distribution electric power system owned, controlled, and/or operated by National Grid used to provide distribution services to its customers.

“Energy Storage System” or “ESS” shall mean a device that captures energy produced from another source, stores that energy for a period of time, and then delivers that energy as electricity for use.

“Event of Default” has the meaning set forth in the ISA Default and Remedies Provisions and Section 4.6 of this Agreement.

“Firm Interconnection” means the DER is not required by written contract to be readily and dynamically available to respond to a change in export and/or import operating characteristics at the request of the Company, and the EPS capacity is available for the DER’s Capacity and authorized operations at all times. For the avoidance of doubt, and without limitation, a DER operating subject to an operational schedule that is not dynamic (for instance, specific ESS charge/discharge windows set forth in an interconnection service agreement) is considered a Firm Interconnection for the purposes of this Agreement, whereas a DER operating as Flexible DER does not have a Firm Interconnection.

“Flexible DER” means customer-owned DER participating in the Company’s ARI Pilot where, pursuant to a written agreement, the customer is required to dynamically curtaile the charge

(import)/discharge (export) characteristics of the DER in response to an external signal from National Grid to accommodate a National Grid Curtailment Event.

“Governmental Authority” means any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include National Grid or Participant, or any Affiliate thereof.

“Interconnecting Customer” shall mean the Person so designated under the Interconnection Service Agreement. Pursuant to the terms of this Agreement the Participant and the Interconnecting Customer must be the same Person.

“Interconnection Service Agreement” is the agreement required by the Interconnection Tariff and has the meaning set forth in the preamble.

“Interconnection Tariff” means National Grid’s Standards for Interconnection of Distributed Generation, M.D.P.U. No. 1573, as the same may be amended from time to time.

“ISA Default and Remedies Provisions” means the Interconnection Service Agreement provisions that define events of default and that set forth each Party’s rights, obligations, and remedies in the event of a default including, without limitation, Section 18 of the Interconnection Service Agreement, as the same may be amended.

“ISA Force Majeure Provisions” means the Interconnection Service Agreement provisions that define force majeure and set forth each Party’s rights and obligations in the event of a force majeure including, without limitation, Section 16 of the Interconnection Service Agreement, as the same may be amended.

“ISA Indemnification Provisions” means the Interconnection Service Agreement indemnification provisions including, without limitation, as set forth in Section 12 of the Interconnection Service Agreement, as the same may be amended.

“ISA Limitation of Liability Provisions” means the Interconnection Service Agreement provisions that set forth limitations on liability for each Party including, without limitation, Section 13 of the Interconnection Service Agreement, as the same may be amended.

“ISA Termination Provisions” means the Interconnection Service Agreement provisions that set forth each Party’s right to terminate including, without limitation, Section 4 of the Interconnection Service Agreement, as the same may be amended.

“MW” means a megawatt of alternating current (“AC”) electric energy, unless expressly stated as direct current (“DC”) electric energy.

“MWh” means megawatt-hour of alternating current electric energy, unless expressly stated as direct current electric energy.

“National Grid” or “Company” has the meaning set forth in the preamble.

“New Flexible DER” means Flexible DER that applies to the Company for a flexible interconnection after the date of the Project covered by this Agreement submitted an application requesting a flexible interconnection.

“Participant” has the meaning set in the preamble.

“Party” or “Parties” has the meaning set in the preamble.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Photovoltaics” or “PV” means a DER with a method of generating electrical power by converting sunlight (solar radiation) into direct current electricity using semiconductors that exhibit the photovoltaic effect.

“Pilot Participation Period” has the meaning set forth in Section 4.2.

“Point of Common Coupling” or “PCC” has the meaning set forth in the Interconnection Tariff.

“Power Plant Controller” is used to regulate and control any combination of inverters, generators, supplemental devices, and associated equipment at a DER plant in order to meet specified setpoints and requirements at the reference point of applicability, as defined by IEEE 1547.

“Project” has the meaning set forth in Section 1.1.

“Representatives” means the respective officers, directors, trustees, employees, and agents (including counsel, accountants and advisors) of the Parties and their Affiliates.

“Research and Testing” has the meaning set forth in the preamble.

“Response Time” means the maximum amount of time a Participant will have to respond to National Grid’s Curtailment request. The Response Time will be no more than 10 seconds measured as the duration starting from receipt of a Curtailment Signal from National Grid to when the Project commences the required Curtailment, and such Curtailment must be continued at National Grid’s specified ramp rate.

“Scheduled Hours” means National Grid’s standard Baseline Curtailment Windows set forth in Exhibit B used only for the purposes of developing estimated Curtailment Targets .

“Term” has the meaning set forth in Section 4.1.

“Unscheduled Operation Hours” means those potential hours of operation outside of ESS Scheduled Hours. By way of example only, discharging an ESS at 3 o’clock p.m. during the Spring

season or charging an ESS at 4 o'clock p.m. during the Summer season, both would be considered operation within the Unscheduled Operation Hours.

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EXHIBIT B – CURTAILMENT PLAN

National Grid is providing a **non-binding estimate** of the Project’s anticipated annual Curtailment using the Curtailment methodology and modeled DER production.

DER Type	[Insert DER Type]
Energy Storage System Curtailment Target Estimated in Scheduled Hours	[5% of charge and discharge MWhs annually; value to be inserted if applicable] during Scheduled Hours
Energy Storage System Curtailment Target Estimated in Unscheduled Operation Hours	Up to 100% during Unscheduled Operation Hours
PV Curtailment Target Estimated	[5% MWhs value to be inserted if applicable]
PV + Energy Storage System Curtailment Target Estimated	[5% MWhs value to be inserted if applicable]
Substation ID	X
Feeder ID	X
Length of Obligation	Pilot Participation Period
Days of the Week Needed	7
Time of Day	Project may be required to Curtail at any time
Response Time	See defined term in Glossary

National Grid may evolve the Curtailment Plan modeling methodology in future projects, including, without limitation, by updating the curtailment model with the adjustment curves and latest load forecasts, however a change in methodology will not change the annual Curtailment percentage target for the Project. The Company’s methodology is based on normal system conditions, and does not take into account abnormal system conditions or emergency events.

Curtailment Target Methodology for PV DER

National Grid through the ARI Pilot program seeks to manage the amount of flexible solar generation interconnected to National Grid’s EPS. Its current methodology for curtailment modeling and analysis for the ARI Pilot is included in this Exhibit to provide some visibility to ARI Pilot participants. A solar PV site participating in the ARI Pilot will have a curtailment target equal to 5% of the total MWh forecasted to be generated by that project in a year (“PV Curtailment Target”).

National Grid anticipates that the integration and use of Flexible DER will more efficiently leverage available EPS capacity of existing National Grid assets, allowing more DER Capacity to be interconnected to National Grid's EPS. National Grid's curtailment modeling methodology for the ARI Pilot program takes the historical or forecasted system loading in a ten (10)-year period and subtracts the maximum projected generation. When the model shows excess generation over system operating conditions under standard study scenarios, the required curtailment to bring the EPS back into an acceptable operating condition will be allocated based on percentage of Project AC nameplate on a pro-rata basis across all Flexible DER impacting the constraint as determined appropriate by National Grid. The model results in the anticipated available EPS capacity on an 8760 or hourly basis for the year, as explained below.

Available EPS capacity: To determine the historical or forecasted system loading needed for curtailment modeling, National Grid will assess ten (10) years of load data that includes the previous three (3) full calendar years of historical data and seven (7) years of forecasted future load data for feeders in the subject study area and select a single study year that could result in the worst-case curtailment condition. The forecasted load data is based on an average weather scenario with baseline adoption of DER. This data, including generation, is then compared with the system rating impacting the constraint or limiting element. Available system hosting capacity is then derived for each of the ten (10) years and the data set with the lowest available system hosting capacity (*i.e.*, the year to result in the most curtailment across all projects) is selected to be utilized in National Grid's curtailment model.

Forecasting Generation: National Grid will use existing complex generation profiles and generation profiles provided by participants in the ARI Pilot program of the same type to determine the 8760 hourly generation profile that would result in the maximum amount of curtailment. This hourly profile was utilized for all existing and new complex generation of the same type impacting the same EPS constraint.

Curtailment Target Methodology for Energy Storage Systems (ESS)

National Grid through the ARI Pilot program seeks to allow managed flexible Energy Storage Systems interconnected to National Grid's EPS. Its current methodology for curtailment modeling and analysis for the ARI Pilot is included in this Exhibit to provide some visibility to ARI Pilot participants. Estimated Curtailment Targets were developed by National Grid by evaluating system needs during scheduled hours in the following standard baseline curtailment windows ("Scheduled Hours"):

Baseline Curtailment Windows

BESS Season/Operation	Charging (Import) Hours	Discharging (Export) Hours
Spring (03/01-05/14)	11PM-5PM	5PM-11PM
Summer (05/15-09/14)	11PM-3PM	3PM-11PM
Fall (09/15-11/30)	11PM-4PM	4PM-11PM
Winter (12/01-02/28)	11PM-3PM	3PM-11PM

Table 5: Charging and Discharging Time Blocks

These Scheduled Hours are not project specific and are included solely for the purpose of developing a methodology to derive estimated curtailment targets. Unless otherwise specified in the Interconnection Service Agreement, the Interconnecting Customer participating in the ARI Pilot Program may operate the Project outside of the Scheduled Hours set forth above (Unscheduled Operation) limited to what the EPS can safely and reliably accommodate at any given time (which will be controlled by communications between the Company’s and the Customer’s communication equipment installed for ARI participation). Specifically, for the avoidance of doubt, and without limitation, (i) nothing contained in this Agreement authorizes the Project to operate in a manner that is prohibited in the Project’s Interconnection Service Agreement, and the Project may be subject to, and must comply with any, limitations in the Interconnection Service Agreement, which may include, without limitation, restrictions on hours of operation; (ii) the Project may be required to Curtail in response to a Curtailment Event at any time (e.g., during the Scheduled Hours and/or Unscheduled Operation Hours); (iii) the Project does not have a Firm Interconnection and National Grid has not provided any EPS capacity or guarantee of operational capabilities; and (iv) the Interconnecting Customer’s ability to operate the Project may be affected (including further limitations) by the interconnection of subsequent load and/or DER customers.

ESS will have an estimated annual curtailment target of 5% of charge and discharge MWhs during Scheduled Hours and up to 100% (i.e., up to full curtailment of operations) during Unscheduled Operation Hours (“ESS Curtailment Target”). The ESS project annual target in the Scheduled Hours is calculated as the ESS Capacity (MWhs) x 2 (representing charging and discharging cycles) x 5% of the calendar days of the year (i.e., 18.25). For example, a 5 MW ESS will have an ESS Capacity of 10 MWhs, and its Curtailment Target would be (10 x 2) x 18.25, which would equal a total of 365 MWhs of annual curtailment. This Curtailment Target is an estimate of the MWhs of Curtailment (full day or otherwise) that may be required during the year which will be tracked on an hourly basis.

National Grid expects the integration and use of Flexible DER will more efficiently leverage available EPS capacity of existing National Grid assets, allowing more DER Capacity to be interconnected to National Grid’s EPS. National Grid’s curtailment modeling methodology for the ARI Pilot program takes the historical data and when the model shows excess generation over system operating conditions under standard study scenarios, the required curtailment to bring the EPS back into an acceptable operating condition will be allocated based on percentage of Project AC nameplate on a pro-rata basis across all Flexible DER impacting the constraint as determined appropriate by National Grid. The model results in the anticipated available EPS capacity on an 8760 or hourly basis for the year, as explained below.

Available EPS capacity: To determine the historical or forecasted system loading needed for curtailment modeling, National Grid will assess load data that includes the previous 2 full calendar years of historical data and forecasted future load data for feeders in the subject study area.

Forecasting Generation: where available National Grid will use existing complex generation profiles and generation profiles provided by participants in the ARI Pilot program of the same type to estimate the 8760 hourly generation profile that would result in the maximum amount of curtailment.

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EXHIBIT C – NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Non-Disclosure Agreement”) dated as of [REDACTED], 20 [REDACTED] (the “*Effective Date*”), between [REDACTED] (“*Contractor*”), a [REDACTED] [corporation][limited liability company][limited liability partnership] having offices at [REDACTED] and [insert legal National Grid entity] d/b/a National Grid (“*National Grid*”), a [REDACTED] [corporation] [limited liability company][limited liability partnership], having offices at [REDACTED] (each, individually, a “*Party*” and, collectively, the “*Parties*”).

RECITALS

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

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 the ARI Pilot Agreement for interconnection and operation provided that the Participant is willing to curtail or limit the Project’s operation when signaled to do so by National Grid (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, confidential 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;

(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.

(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 “*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.* 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.

§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 confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, 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. Recipient's obligations and duties under this Non-Disclosure Agreement shall have a term of **[X]** 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. 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 for the Term for all 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 Commonwealth of Massachusetts 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 the Commonwealth of Massachusetts 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 (and each Party shall ensure that its Representatives and Affiliates do not 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:

Massachusetts Electric Company d/b/a National Grid
Attn: Jon Beniers (Senior Analyst, Asset Strategy)
170 Data Drive, Waltham, Massachusetts 02451
Email: Jonathan.Beniers@nationalgrid.com
Phone: 617-634-9641

To [insert "Contractor" or other defined term]:

[insert Contractor's or other party's legal entity name]

Attn: _____

Email:

Phone:

§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.

[insert legal National Grid entity]

[insert legal name of Contractor/other party]

By: _____
Name:
Title:

By: _____
Name:
Title: