

**DRAFT – FOR DISCUSSION PURPOSES ONLY**

**FORM DER AGGREGATOR PARTICIPATION  
SERVICE AGREEMENT**

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**DER AGGREGATOR PARTICIPATION SERVICE AGREEMENT**

**Among**

**PJM INTERCONNECTION, L.L.C.**

**And**

**[Name of DER Aggregator]**

**And**

**[Name of Interconnecting Distribution Entity]**

**DER AGGREGATOR PARTICIPATION SERVICE AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.**

**And**

**[Name of DER Aggregator]**

**And**

**[Name of Interconnecting Distribution Entity]**

1.0 This DER Aggregator Participation Service Agreement (“DAPSA”), dated and effective as of \_\_\_\_\_, is entered into, by and between, the following entities (hereinafter referred to individually as “Party” or collectively as “the Parties”), for purposes of facilitating the participation of a DER Aggregator in the energy, capacity, and/or ancillary services markets of PJM through the DER Aggregator Participation Model, as described in Tariff, Attachment K-Appendix, Operating Agreement, Schedule 1, and the PJM Manuals (“DER Aggregator Participation Service”).

- a. PJM Interconnection, L.L.C. (“PJM”), the Regional Transmission Organization for the PJM Region, administrator of the DER Aggregator Participation Model, provider of DER Aggregator Participation Service, and a NERC-registered Reliability Coordinator, Balancing Authority, and Transmission Operator; and
- b. **[Name of DER Aggregator]**, the DER Aggregator taking DER Aggregator Participation Service from PJM; and
- ~~c. **[Name of Interconnecting Distribution Entity]**, the “Interconnecting Distribution Entity,” who is the Member with operational control over the applicable distribution facilities directly interconnecting with the DER Aggregation Resources of the DER Aggregator.~~

2.0 In consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by PJM, and the DER Aggregator, ~~and the Interconnecting Distribution Entity~~, the Parties agree as follows:

- a. PJM shall provide DER Aggregator Participation Service to the DER Aggregator, in accordance with the applicable provisions of the PJM Tariff, Attachment K-Appendix, Operating Agreement, Schedule 1, and the PJM Manuals. ~~PJM shall coordinate, as necessary, with the Interconnecting Distribution Entity, using Good Utility Practice, to support safe and reliable operations of the distribution facilities of the Interconnecting Distribution Entity.~~
- b. The DER Aggregator has met all requisite qualification and eligibility criteria for receiving DER Aggregator Participation Service from PJM, shall comply with all

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operational and safety directives of PJM ~~or the Interconnecting Distribution Entity~~, and shall comply with all applicable provisions of the PJM Tariff, Attachment K-Appendix, Operating Agreement, Schedule 1, and the PJM Manuals. The DER Aggregator attests that it is currently, and will remain, in full compliance with the tariffs, agreements, and operating procedures of the applicable Interconnecting Distribution Entity electric distribution company, and the rules and regulations of any relevant electric retail regulatory authority, during the term of this DAPSA.

~~e. The Interconnecting Distribution Entity shall operate its distribution facilities in compliance with its applicable tariffs, agreements, and operating procedures, and the rules and regulations of any relevant electric retail regulatory authority, and shall coordinate with PJM, as necessary, using Good Utility Practice, to support safe and reliable operations on the Transmission System.~~

3.0 Service under this DAPSA shall commence on the later of: (i) the date it is executed and made effective by all the Parties, as indicated below in Section 7.0 and above in Section 1.0; or (ii) if this DAPSA is filed with the Commission unexecuted by one ~~or more~~ Parties, upon the date it is permitted to become effective by the Commission. Service under this DAPSA shall terminate in accordance with the applicable provisions of the PJM Tariff and Operating Agreement, on such date as mutually agreed upon by the Parties, or as otherwise established by the Commission.

4.0 All portions of the Tariff and the Operating Agreement pertinent to the subject matter of this DAPSA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.

~~5.0 The DER Aggregator shall defend, indemnify and hold harmless PJM and the Interconnecting Distribution Entity, and their respective officers, shareholders, stakeholders, members, managers, representatives, directors, agents and employees, contractors and Affiliates, from and against any and all claims, loss, liability, damage, cost or expense, including, but not limited to liability for bodily injury or death of persons, or damage to property (including, but not limited to, reasonable attorneys' fees and expenses, litigation costs, consultant fees, investigation fees, sums paid in settlements or judgements of claims, penalties or fines imposed under Applicable Laws and Regulations, and any such fees and/or expenses incurred in enforcing this indemnity or collecting any sums due hereunder) (collectively, "Loss") to the extent arising out of, in connection with, or resulting from, the fault, negligence, or willful misconduct of the DER Aggregator.~~

6.05.0 ~~No Party, or its directors, officers, employees, agents, or representatives shall be liable to any other Party or its directors, officers, employees, agents, or representatives, whether liability arises out of contract, tort (including negligence), strict liability, or any other cause of or form of action whatsoever, for any indirect, incidental, consequential, special or punitive cost, expense, damage or loss, including but not limited to loss of profits or revenues, cost of capital of financing, loss of goodwill or cost of replacement power, arising from such Party's performance or failure to perform~~

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~~any of its obligations under this DAPSA or the ownership, maintenance or operation of its facilities; provided, however, that nothing herein shall be deemed to reduce or limit the obligations of any Party with respect to the claims of persons or entities that are not parties to this DAPSA.~~

7.06.0 Any notice or request made to or by any Party regarding this DAPSA shall be made to the representatives of another Party as indicated below.

PJM:

PJM Interconnection, L.L.C.  
2750 Monroe Blvd.  
Audubon, PA 19403-2497

DER Aggregator:

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

~~Interconnecting Distribution Entity:~~

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

8.07.0 IN WITNESS WHEREOF, the Parties have caused this DAPSA to be executed by their respective authorized officials.

**PJM: PJM Interconnection, L.L.C.**

By: \_\_\_\_\_  
Name Title Date

Printed name of signer:  
\_\_\_\_\_

DER Aggregator: **[Name]**

By: \_\_\_\_\_  
Name Title Date

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Printed name of signer:

\_\_\_\_\_

~~Interconnecting Distribution Entity: [Name]:~~

By: \_\_\_\_\_  
\_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_ Date

~~Printed name of signer:~~

\_\_\_\_\_