

**DEV PROPOSED REVISIONS – MRC OCTOBER 2026**  
**Tariff, Part IX, Subpart H. NUCRA**

Service Agreement No. [       ]

(Network Upgrade(s) #\_\_\_\_)

**NETWORK UPGRADE COST RESPONSIBILITY AGREEMENT**

**By and Among**  
**PJM INTERCONNECTION, L.L.C.**  
**And**

\_\_\_\_\_  
**And**

\_\_\_\_\_  
**And**

[OPTIONAL: Add additional Project Developers as deemed appropriate]

- 1.0 Parties. This Network Upgrade Cost Responsibility Agreement (“NUCRA”) including the Schedules and Appendices attached hereto and incorporated herein, is entered into by and between PJM Interconnection, L.L.C. (“Transmission Provider” or “PJM”) and the following Project Developers:

Project Developer (includes Eligible Customer and Affected System Customer, herein defined as “Project Developer”):

[Name of Party], Project Identifier #\_\_\_\_ [OPTIONAL: (also referred to as “[short name”))]\_\_\_\_\_

Name and location of Generating Facility or Merchant Transmission Facility:

Project Developer:

[Name of Party] and Project Identifier #\_\_\_\_ [OPTIONAL: (also referred to as “[short name”))]\_\_\_\_\_

Name and location of Generating Facility or Merchant Transmission Facility:

[OPTIONAL: Add additional Project Developers as deemed appropriate]

{instructions – for the above, also provide Service Agreement No. or other identifying information if known.}

All capitalized terms herein shall have the meanings set forth in the appended definitions of such terms as stated in the GIP. [Use as/when applicable: This NUCRA supersedes the \_\_\_\_\_ {insert details to identify the agreement being superseded, the effective date of the agreement, the service agreement

## DEV PROPOSED REVISIONS – MRC OCTOBER 2026

### Tariff, Part IX, Subpart H. NUCRA

number designation, and the FERC docket number, if applicable, for the agreement being superseded.}] For purposes of the Agreement, the terms “Generation Interconnection Procedures” or “GIP” will refer to the interconnection procedures set forth in {Instructions: use Tariff, Part VII if this is a transition period agreement, or use Tariff, Part VIII if this is a post-transition period agreement}.

- 2.0 Authority. This NUCRA is entered into pursuant to [{use Part VII if this is a transition period CSA subject to Tariff, Part VII} {use Part VIII if this is a new rules NUCRA subject to Part VIII}] of the Tariff. The standard terms and conditions set forth in Appendix 2 to this NUCRA are hereby specifically incorporated as provisions of this NUCRA.
- 3.0 Effective Date and Term.
  - 3.1 Effective Date. This NUCRA shall become effective on the later of (i) the date the agreement has been executed by all parties to this NUCRA, or (ii) the date that all Project Developers have delivered all required Security to the Transmission Provider, provided, however, that if the NUCRA is filed with the FERC unexecuted, the Effective Date shall be the date specified by the FERC.
  - 3.2 Term. This NUCRA shall continue in full force and effect from the Effective Date until the termination thereof pursuant to section 7 of Appendix 2 to this NUCRA.
- 4.0 Common Use Upgrades Construction and Scope. Common Use Upgrades subject to this NUCRA shall be described in the attached Schedule A. Construction of the Common Use Upgrades and changes to the scope of work shall be as set forth in the applicable agreements or projects as identified in section 1.0 above.
- 5.0 Schedule of Work. The Schedule of Work for construction of the Common Use Upgrades shall be as set forth in the applicable agreements or projects as identified in section 1.0 above.
- 6.0 Common Use Upgrade Cost Responsibility. The cost responsibility of each Project Developer for each Common Use Upgrade described in the attached Schedule A shall be described in the attached Schedule B. Cost responsibility shall be described as a percentage of the total estimated cost of each Common Use Upgrade.
- 7.0 Security. Security associated with this NUCRA shall be the Security provided by each Project Developer as set forth in the Project Developer’s GIA, section 5, or the Construction Service Agreement or other relevant NUCRAs to which the Project Developer is a party.

...

## **APPENDIX 2**

### **STANDARD TERMS AND CONDITIONS**

Preamble The cost responsibility of any Common Use Upgrades required to interconnect a Generating Facility or Merchant Transmission Facility with the Transmission System shall be in accordance with the following Standard Construction Terms and Conditions.

...

#### **7.2 Upon Default by Project Developer:**

##### **7.2.1 Consequences of Default by Project Developer:**

If one or more, but not all, Project Developers that are parties to this NUCRA are in Default, such Project Developers shall remain liable for any portion of their cost responsibility for the Costs of the Common Use Upgrades, and Cancellation Costs, in accordance with Schedule B of this NUCRA. Transmission Provider shall draw on and apply such defaulting Project Developer's Security, or, in the case of a Vertically Integrated Utility may exercise its rights of setoff, recoupment and netting, to any amount under this NUCRA not paid by that Project Developer. Upon drawing on such Security, or the exercise of setoff, recoupment, and netting rights, Project Developer is automatically in default of this NUCRA, and Project Developer's GIA and Construction Service Agreement; and all such agreements shall be deemed terminated and withdrawn, and Project Developer's project shall be removed from the relevant Cycle.

##### **7.2.2 Reallocation of Costs upon Default by Project Developer:**

If a defaulting Project Developer cannot pay its amount due after exhausting all available Security, the unpaid costs shall be reallocated to the remaining Project Developers in proportion to the cost responsibility percentages set forth in Schedule B unless the defaulting Project Developer is a Vertically Integrated Utility. If the defaulting Project Developer is the same Vertically Integrated Utility as the Transmission Owner, any portion of cost responsibility for the Common Use Upgrades that are unpaid by such Project Developer shall not be reallocated to the non-defaulting Project Developers, and the Vertically Integrated Utility will hold non-defaulting Project Developers harmless from any cost responsibility for the Common Use Upgrades and Cancellation Costs that are allocated to the defaulting Project Developer through the rights of setoff, recoupment and netting conferred to Transmission Provider under the GIA. A remaining Project Developer shall be entitled to exercise such other rights and remedies as it may have in equity or at law against the defaulting Project Developer that caused the reallocation of Costs under this section.

#### **7.3 Survival of Rights:**

The obligations of the parties to this NUCRA with respect to payments, Cancellation Costs, warranties, liability and indemnification shall survive termination to the extent necessary to provide for the determination and enforcement of said obligations arising from acts or events that occurred while the NUCRA was in effect. In addition, applicable provisions of this NUCRA will

**DEV PROPOSED REVISIONS – MRC OCTOBER 2026**

**Tariff, Part IX, Subpart H. NUCRA**

continue in effect after expiration, cancellation or termination to the extent necessary to provide for final billings, payments, and billing adjustments.