

EASTERN INTERCONNECTION PLANNING
COLLABORATIVE ANALYSIS TEAM AGREEMENT

This Agreement (“Agreement”), is made and entered into as of September 1, 2009, by and among the Parties listed in Attachment 1, which exhibit shall be revised from time to time to reflect new and withdrawn Parties. Hereafter, the Parties shall be referred to individually as “Party” and collectively “Parties.”

RECITALS

WHEREAS, the Parties desire to more fully describe how they will work together in an Eastern Interconnection Planning Collaborative Analysis Team (“Analysis Team”) as a subset of the open and transparent process called the Eastern Interconnection Planning Collaborative (“EIPC”) that the Parties are proposing be developed through an interactive dialogue with industry stakeholders, with the Analysis Team functioning to perform the technical analysis of transmission planning and related matters that is required as part of and in support of the broader EIPC effort;

WHEREAS, the Parties believe that an Eastern Interconnection overview and analysis would allow additional consistency and coordination between the Eastern Interconnection and the separate Electric Reliability Council of Texas, Western, and Hydro Quebec/TransEnergie Interconnections;

WHEREAS, the Parties believe that an Eastern Interconnection overview and analysis of regional transmission plans would provide policy makers and regulators with current and technically sound information relating to potential transmission impacts and improvements associated with state, provincial, regional, national and international energy, economic and environmental objectives and an opportunity for policy makers and regulators to consider that technically sound information as they refine their policy objectives; and

WHEREAS, several of the Parties intend to submit a proposal for government funding, including an application for funding from the U.S. Department of Energy (“DOE”) through its Financial Assistance Funding Opportunity Announcement, Funding Opportunity Number DE-FOA0000068 (“FOA”), and all Parties agree that a successful proposal application can be part of the Analysis Team effort;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, the Parties agree as follows:

Definitions

“**Alternate**” shall mean a Representative designated by a Party as its alternate voting representative on the Executive Committee, Technical Committee, or Coordination Committee, as applicable, should the Voting Representative be unavailable.

“Annual Budget” shall mean, with the exception of activities undertaken pursuant to Section VI, the annual budget for the relevant year approved for the Analysis Team by the Executive Committee, which shall consist of the total Common Costs projected for the applicable annual period reduced by the amount, if any, of the prior year’s Annual Budget collected from the Parties but not spent.

“Common Costs,” with the exception of activities undertaken pursuant to Section VI, shall mean expenditures approved by the Executive Committee for attorneys, accountants, consultants, vendors, and other service providers that are not Parties to this Agreement and are required to assist or complete the work of the Analysis Team. Common Costs may also include certain Individual Costs as determined by the Technical Committee in accordance with Section IV(C).

“Confidential Information” shall mean the substance and content of any and all written, printed or other materials (regardless of form) provided by any Party to another Party concerning or in connection with the Analysis Team which has been designated as confidential by the providing Party.

“Contract Coordinator” shall mean the person or persons designated by the Executive Committee to enter into contracts as authorized under Section IV (D) of this Agreement.

“Coordination Agreement” shall mean the agreement, if applicable, entered into among PJM, in its role as Lead Principal Investigator, and the Participating Principal Investigators to define the respective roles and obligations of the Participating Principal Investigators consistent with the terms and conditions of the FOA Agreement.

“CEII” or “Critical Energy Infrastructure Information” shall mean all information, whether furnished before or after the mutual execution of this Agreement, whether oral, written or recorded/electronic, and regardless of the manner in which it is furnished, that is marked “CEII” or “Critical Energy Infrastructure Information” or which under all of the circumstances should be treated as such in accordance with the definition of CEII in 18 C.F.R. § 388.113(c)(1).

“Designated Obligations” shall mean with respect to Section VI, those tasks and obligations of the Lead Principal Investigator under the FOA Agreement as may be further apportioned among each of the Participating Principal Investigators, which Designated Obligations may be set forth in a Coordination Agreement if one is deemed necessary. Designated Obligations include Participating Principal Investigators being responsible for fulfilling all of their respective obligations required under the terms and conditions of the FOA Agreement and the American Recovery and Reinvestment Act of 2009 (“ARRA”); and for cooperating to provide all necessary information to satisfy all of their respective reporting requirements under the FOA Agreement.

“Eastern Interconnection” shall mean the major electric system network in North America covering the east and central portions of the U.S. and Canada. The other

interconnections in North America include the Western Interconnection, ERCOT, and Québec.

“FOA” shall mean the U.S. Department of Energy (“DOE”)’s Financial Assistance Funding Opportunity Announcement, Funding Opportunity Number DE-FOA0000068.

“FOA Agreement” shall mean the agreement entered into between the DOE and PJM, in its role as Lead Principal Investigator under Section VI of this Agreement, in accepting the award of federal funds under the FOA.

“FOA Scope of Work” shall mean the description of work contained in the application for federal funds to the DOE under the FOA as may be amended in the FOA Agreement, which is incorporated herein by reference.

“Individual Costs” shall mean expenditures for travel, meetings, attorneys, accountants, consultants, vendors, and other service providers, as well as expenditures for internal resources, incurred by Parties as parties and/or in their individual capacities which are not Common Costs.

“Lead Principal Investigator” shall mean, consistent with Section VI of this Agreement, the Principal Investigator designated by the other Principal Investigators pursuant to Section VI (B), who, as the lead organization, will submit the application for federal funds to the DOE under the FOA. The Lead Principal Investigator shall serve as the primary contact to the DOE.

“NERC” shall mean the North American Electric Reliability Corporation, or any successor organization.

“Participating Principal Investigator” shall mean, consistent with Section VI of this Agreement, both PJM and each of those Principal Investigators who notify PJM by the close of the Discussion Period, as defined in Section VI of this Agreement, of their agreement to accept federal funds granted under the FOA Agreement and to share the Lead Principal Investigator’s Designated Obligations, as applicable, as provided for under the terms and conditions of the FOA Agreement and, if applicable, as memorialized in a Coordination Agreement.

“Planning Authority” shall mean the responsible entity that coordinates and integrates transmission facility and service plans, resource plans, and protection systems as defined by NERC, is registered by NERC and listed on the NERC Compliance Registry.

“Principal Investigator” shall mean, consistent with Section VI of this Agreement, those entities listed in Attachment 2 to this Agreement who have joined the application for federal funds submitted to the DOE under the FOA.

“Representative” shall mean the Party’s designated employee(s), officer(s), director(s), agent(s), or other representative(s).

“Scope of Activities” shall mean the description of the work to be performed by the Analysis Team pursuant to this Agreement. The initial Scope of Activities and any subsequent revisions to the Scope of Activities will be approved by the Executive Committee and attached to this Agreement as Attachment 3.

“Voting Representative” shall mean the Representative designated by each Party as its voting representative on the Executive Committee, Technical Committee, or Coordination Committee, as applicable.

I. Purpose of this Agreement

The purpose of this Agreement is to establish an Analysis Team for the benefit of the EIPC to work with stakeholders to foster an open and collaborative process for conducting technical analyses of transmission planning and related matters in the Eastern Interconnection. The Analysis Team will provide ongoing technical analysis and support for the overarching EIPC process, as described in the Scope of Activities, to promote an interconnection level overview of the regional plans and result in analyses that may be used to inform the development of state, provincial, regional, national or international policy goals. The Analysis Team will also propose and advance the concept of the EIPC and associated processes and procedures using an open and transparent approach seeking input from industry stakeholders. A graphical depiction, for illustration purposes only, of the relationship between the Analysis Team and the EIPC is included in Attachment 4 to this Agreement.

II. Effective Date, Term and Termination

This Agreement shall be effective on September 1, 2009 and shall continue until terminated by the Executive Committee in accordance with Section IV (A) of this Agreement. The withdrawal of a Party pursuant to Section VII (P) of this Agreement shall not cause this Agreement to terminate or eliminate or reduce the obligations of the remaining Parties hereunder.

III. Obligations of the Parties

(A) ADVANCE THE PROCESS

Each Party shall dedicate sufficient internal resources to establish and support on an ongoing basis the Analysis Team, including designating Representatives as members of the Executive Committee and the Technical Committee and, as appropriate, any of the subcommittees and working groups that may be created from time-to-time by the Technical Committee for the furtherance of the Analysis Team’s activities. Each Party agrees that the Scope of Activities for the Analysis Team, which will be attached hereto

as Attachment 3, describes the work to be undertaken under this Agreement. Each Party agrees to reasonably support actions necessary to advance said Scope of Activities.

(B) ACT WITH COLLEGIALLY AND GOOD FAITH

Subject to Section III (C), each Party shall work with the other Parties in good faith and in a collegial manner in order to advance the purpose of this Agreement and each Party shall not take any action to oppose the creation, operation and/or function of the EIPC or the Analysis Team while it is a Party to this Agreement, provided however that Parties may express minority views.

(C) CANADIAN PARTIES

Each Party that is organized under Canadian or Provincial law shall work with the Parties organized under laws of the United States to the extent permitted under Canadian or Provincial laws and without being obliged in any way to follow any processes applicable in the United States or the outcome of any such processes. Subject to the Canadian Parties' obligations and the other Parties' rights and remedies under this Agreement (including, without limitation, under Section VII (D), (E) and (F) regarding Liabilities Between the Parties, Applicable Law and Dispute Resolution), all Parties acknowledge and agree that Canadian Parties do not intend to subject themselves to federal or state laws of the United States by virtue of this Agreement not otherwise applicable to such Canadian Parties.

(D) COMPLY WITH STANDARDS OF CONDUCT

Each Party shall perform all obligations it undertakes pursuant to this Agreement in a non-discriminatory manner. Each Party shall undertake its activities pursuant to this Agreement consistent with applicable Standards of Conduct for Transmission Providers.

(E) SHARE COMMON COSTS OF THE ANALYSIS TEAM

Except as to costs incurred pursuant to Section VI of this Agreement, each Party shall pay its share of the Annual Budget for Common Costs of the Analysis Team in accordance with Sections IV and V. Failure to pay any bill provided to a Party in accordance with Section V will constitute a cause for removal of the Party from this Agreement in accordance with Section IV (A) (8).

(F) PROTECT CONFIDENTIAL OR PROPRIETARY DATA

Each Party shall maintain the confidentiality of Confidential Information disclosed by each other Party under this Agreement in accordance with the applicable provisions of its applicable tariff or otherwise in accordance with its procedures for protecting confidential information. Notwithstanding the foregoing, the following exceptions do not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a

disclosure by any Party in violation of this Agreement; (b) information that was already known by any Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to any Party on a non-confidential basis from a source other than another Party, if such source was not subject to any prohibition against disclosing the information to such Party; and (d) information a Party is required to disclose (but solely to the extent required to be so disclosed and subject to any associated confidentiality protections) by law or otherwise in connection with any administrative or regulatory approval, or any audit, disclosure or filing process required by any applicable federal, provincial or state agency, court of applicable jurisdiction or stock exchange in connection with the conduct of its business. The Parties shall use each other Party's Confidential Information solely for the purposes contemplated by this Agreement and shall not disclose the Confidential Information to any third party except as expressly provided herein. The Parties shall take reasonable precautions to prevent any such prohibited disclosure by their Representatives. Each Party acknowledges that (except as permitted to be used in accordance with this Agreement) all rights, title and interest in and to a disclosing Party's Confidential Information are vested in such disclosing Party. It is expressly understood and agreed, however, that the above provisions are subject to the terms of any agreement subsequently entered into by the Parties with the DOE.

(G) CEII or CRITICAL ENERGY INFRASTRUCTURE INFORMATION

Parties are authorized to release CEII consistent with their respective applicable tariff or FERC requirements. Any Party receiving CEII shall maintain all CEII in accordance with its respective procedures for protecting CEII.

IV. Governance

(A) ESTABLISHMENT AND POWERS OF THE EXECUTIVE COMMITTEE

There is hereby created an Executive Committee which shall be comprised of one Voting Representative, or Alternate, for each Party. Each Voting Representative shall have one equal vote, designated in accordance with Section IV (B). The Executive Committee may take any action allowed by Section IV (A) of this Agreement by a two-thirds majority vote of all the Voting Representatives, although, a unanimous vote by all Parties will be required to amend or terminate this Agreement. The powers of the Executive Committee shall not extend to Section VI of this Agreement. Notwithstanding Section VI, the Executive Committee shall have the powers to:

1. Select from among its Voting Representatives a Chair and Vice Chair for purpose of administering the activities of the Executive Committee;
2. Select from among the Technical Committee representatives a Chair, Vice Chair for the Technical Committee;

3. Designate a Recording Secretary. The Recording Secretary will serve in this capacity both for the Technical Committee and for the Executive Committee;
4. Approve the Annual Budget for the Analysis Team, which Annual Budget will be administered by the Technical Committee, and approve assessments of Common Costs developed in accordance with Section V;
5. Approve the initial Scope of Activities and revisions to the Scope of Activities. Except in exigent circumstances, Parties shall have at least thirty (30) days to review the Scope of Activities prior to its final approval;
6. Appoint a Treasurer to perform the duties described in Section V (A) of this Agreement;
7. Approve the admission of new Parties to this Agreement, which are Planning Authorities within the Eastern Interconnection listed on the NERC Compliance Registry, in accordance with Section VII (O). The timely acceptance of new Parties will not be unreasonably withheld and will be based solely on the regional planning role of the new Party;
8. After due consideration of the circumstances surrounding the failure of a Party to pay any bill due under the terms of this Agreement, determine whether removal of the Party is appropriate and if so, remove the Party with the same effect as if said Party had withdrawn in accordance Section VII (P);
9. Approve amendments to this Agreement; provided, however that amendments to Section VI shall not be subject to approval by the Executive Committee;
10. With the exception of the FOA Agreement, approve proposal(s) for government funding that provides for all or a portion of the work to be done by the Analysis Team and direct the Contract Coordinator(s) to enter into such agreement(s), as appropriate, that are necessary to implement the terms and conditions of any government grant or award received pursuant to said proposal;
11. Approve all external communications issued on behalf of the Analysis Team and authorize designated representatives as spokes-persons to speak on behalf of the Analysis Team;
12. Propose and advance the concept of the EIPC and associated processes and procedures using an open and transparent stakeholder process;
13. Designate from among the Parties one or more Contract Coordinator(s) to carry out the functions described in Section IV (D);
14. Approve and direct actions with respect to patent rights and intellectual property pursuant to Section VII (L); and

15. Terminate this Agreement.

Individual Parties may withdraw and terminate their participation under this Agreement in accordance with Section VII (P). Voting may be done in-person or *via* telephone or other electronic media during a meeting or in writing without a meeting. The Executive Committee shall schedule meetings of the Executive Committee and provide at least one week's advance written notice of all Executive Committee meetings (or solicitation of written votes), and shall include in such notice an agenda sufficient to notify Parties of the substance of matters to be discussed. Meetings may be in-person or via telephone or other electronic media or by written consent, and the Executive Committee may meet without written notice upon unanimous consent of all its Voting Representatives.

(B) DESIGNATION OF VOTING REPRESENTATIVE ON EXECUTIVE COMMITTEE

Each Party shall designate, by notice in writing to all other Parties and the Recording Secretary, a Voting Representative, and Alternate, on the Executive Committee. The Voting Representative and the Alternate should be a person with the commensurate level of experience and authority on the subject matter and actions to be taken by the Executive Committee. A Party may change its Voting Representative, or Alternate, by notifying the other Parties and the Recording Secretary in writing in accordance with this Agreement.

(C) ESTABLISHMENT AND POWERS OF THE TECHNICAL COMMITTEE

There is hereby created a Technical Committee which shall be responsible for overseeing the day-to-day operation of the Analysis Team other than activities undertaken pursuant to Section VI of this Agreement. The Technical Committee shall be comprised of one Representative from each Party. Each Party may also designate an Alternate to the Technical Committee. The Technical Committee shall have the following responsibilities:

1. Select and approve contracts with attorneys, accountants, consultants, vendors and other service providers required to complete analysis work and direct the Contract Coordinator(s) (to the extent authorized by the Executive Committee) to enter into contracts as necessary to execute such work on behalf of the Analysis Team provided that such contracts are approved by the Technical Committee and are within the approved Scope of Activities and included in the Annual Budget approved by the Executive Committee;
2. Create and populate working groups and subcommittees reporting to the Technical Committee on an as-needed basis to assist in carrying out the responsibilities of the Technical Committee;
3. Prepare or modify any procedure, application, or other similar document needed to establish or advance the work of the Analysis Team;

4. Develop a draft of proposed revisions to the Scope of Activities as determined to be necessary by the Technical Committee or as directed by the Executive Committee;
5. Develop and administer the approval of the Annual Budget for the Analysis Team;
6. Approve appropriate requests by Parties to include Individual Costs as Common Costs on a comparable and consistent basis without exceeding the Annual Budget;
7. Work with the Treasurer to develop and recommend for approval by the Executive Committee the Annual Budget among the Parties to this Agreement;
8. Develop draft communications or press releases on behalf of the Analysis Team for consideration, approval, and dissemination by the Executive Committee;
9. Coordinate Analysis Team activities with the EIPC processes;
10. Prepare draft reports of Analysis Team activities for use by the EIPC, work within the EIPC process to assemble comments on draft reports, and finalize the draft reports for approval and dissemination by the Executive Committee;
11. Establish such policies, agreements, protocols or procedures necessary to implement Section III (F) of this Agreement, relating to the commitment to protect confidential or proprietary data, and to implement Section III (G) of this Agreement, relating to CEII data; and
12. Take such other actions as deemed reasonably necessary and appropriate to effectuate the purposes of this Agreement or to assist the Analysis Team subject to approval of the Executive Committee.

While the Technical Committee will strive with diligence and in good faith to act on a consensus basis, should it, despite such efforts, fail to reach consensus, it may take any action allowed by this Section IV (C) of this Agreement by a two-thirds majority vote of all the Representatives of the Technical Committee, with each Party having one vote. Voting may be done in-person or *via* telephone or other electronic media during a meeting or in writing without a meeting. The Technical Committee shall schedule meetings of the Technical Committee and provide at least one week's advance written notice of all Technical Committee meetings (or solicitation of written votes), and shall include in such notice an agenda sufficient to notify Parties of the substance of matters to be discussed. Meetings may be in person or *via* telephone or other electronic media or by written consent, and the Technical Committee may meet without written notice upon unanimous consent of all of its members.

(D) CONTRACT ADMINISTRATION

Without limiting any other provisions of this Agreement, any one or more of the Parties now or hereafter designated by the Executive Committee as a Contract Coordinator shall be authorized when acting by and through any of its/their respective Voting Representatives (or Alternates), to enter into contracts for which the Parties shall be responsible and liable pursuant to this Agreement, provided such contracts have been approved by the Technical Committee pursuant to Section IV (C) (1) and authorized by the Executive Committee. Any costs and expenses incurred under such contracts shall be deemed to be Common Costs.

With the exception of contracts under Section VI, unless a contract is approved through the Committee processes established for contract approval set forth in Section IV, no Party under this Agreement shall have any financial or other responsibility for any contract entered into by any Party with any third party, including affiliates of a Party. Responsibilities of the Parties under the FOA Agreement are covered in Section VI.

V. Finances: Appointment of Treasurer, Sharing of Common Costs

(A) APPOINTMENT AND DUTIES OF TREASURER

Other than for activities undertaken pursuant to Section VI of this Agreement, the Treasurer appointed by the Executive Committee pursuant to Section IV (A) (6) of this Agreement shall perform the following duties:

1. Administer all funds received under this Agreement, except for federal funds received by the Lead Principal Investigator from the DOE under the FOA Agreement, for which the Lead Principal Investigator shall serve as Treasurer for such funds as set forth in Section VI of this Agreement;
2. Document all expenditures for Common Costs and report on the expenditures and commitment of Common Costs to the Executive Committee;
3. Pay any attorneys, accountants, consultants, vendors and other service providers in accordance with approved contracts and as directed by the Technical Committee;
4. Maintain, compile and retain information it has obtained regarding Common Costs;
5. Bill or refund to the Parties any payments due or owed under this Agreement including an annual assessment of each Party's share of the Annual Budget as calculated in accordance with Section V (B);

6. Provide the Parties with a written monthly report on receipts and disbursements from any funds the Treasurer received or expended under this Agreement;
7. Bill or issue a refund to a withdrawing Party in accordance with Section VII (P) of this Agreement; and
8. Implement the appropriate controls and procedures required to track the usage of all funds received from outside sources.

Parties shall pay bills issued by the Treasurer in accordance with this Agreement within thirty (30) days of receipt of the bill. The Treasurer will prepare bills required under Section V (A) (5) following approval of the Annual Budget by the Executive Committee, and the Parties recognize and agree to pay their share of the Annual Budget in advance of the expenditures being made. The Treasurer shall retain copies of supporting documentation for Common Costs for one year for review upon request by any Party.

(B) SHARING OF COMMON COSTS IN THE ANNUAL BUDGET

Parties shall have at least thirty (30) days to review the Annual Budget prior to its final approval, provided, however, that the Executive Committee may waive such notice in exigent circumstances where the proposed budget amount at issue is less than \$200,000. Each Party agrees to be bound by the approved Annual Budget unless the Party withdraws from the EIPC Agreement prior to approval of the Annual Budget.

- (i) Each Party shall pay its share of the Annual Budget, prior to any expenditures reflected in the Annual Budget being made, based on the proportion of the Net Energy for Load (NEL) of the Load Serving Entities (“LSEs”) within each Party’s planning region relative to all the Parties’ total NEL as calculated. NEL is the net generation of an electric system plus energy received from others less energy delivered to others through interchange. It includes system losses, but excludes energy required for storage of energy at energy storage facilities. Calculations of NEL for all purposes under this Agreement shall be determined as part of the Annual Budget and shall be based on the values for each LSE provided to NERC for Electric Reliability Organization funding purposes for the applicable year of the Annual Budget. However, if any LSE’s load is included in more than one Planning Authority’s region, then the NEL for such LSE shall be allocated proportionately between or among the applicable planning authority regions in determining the allocation of the Annual Budget.
- (ii) The agreement of the Parties to pay their respective share of the Annual Budget does not constitute an agreement to construct or pay for any future

expenses/costs for any facilities or upgrades that may be analyzed, studied or recommended as a result of the EIPC.

(C) INDIVIDUAL COSTS

Each Party shall be individually responsible for all of its Individual Costs incurred as a Party to this Agreement, except for as provided in Section (IV) (C) (6).

VI. Funding Opportunity Announcement (FOA)

(A) APPLICABILITY AND TERMINATION

This Section VI of this Agreement shall govern the application for federal funds under the FOA and should such application be granted, the Principal Investigators' respective obligations and commitments associated with any resulting FOA Agreement and, if applicable, a Coordination Agreement. This Section VI shall remain in effect until the occurrence of one of the following: (i) the application for the federal funds under the FOA is denied; (ii) the application is granted but the Lead Principal Investigator and DOE do not enter into the FOA Agreement; or (iii) all of the obligations are fully satisfied under the FOA Agreement.

(B) LEAD PRINCIPAL INVESTIGATOR

The Parties designated as Principal Investigators in Attachment 2 hereby agree that PJM Interconnection, L.L.C. ("PJM"), or its affiliate, shall, in addition to being a Principal Investigator, be the Lead Principal Investigator as defined in this Agreement and, as Lead Principal Investigator, PJM is authorized to apply for federal funds under the FOA. Upon execution of the FOA Agreement, the Lead Principal Investigator shall, as a signatory, have and retain all rights, obligations and commitments of a Participating Principal Investigator as set forth in Section VI of this Agreement.

(C) NOTIFICATION AND ACCEPTANCE OF GRANT AWARD

Upon notification from the DOE that the Lead Principal Investigator has been awarded funds under the FOA, the Lead Principal Investigator together with the other Principal Investigators shall: (i) negotiate and finalize the terms and conditions of the FOA Agreement (the "Final Draft FOA Agreement"); (ii) determine if a Coordination Agreement is necessary to effectuate the terms and conditions of the Final Draft FOA Agreement and whether such Coordination Agreement is needed to further set forth each of the Participating Principal Investigator's Designated Obligations under the FOA Agreement; and (iii) if determined necessary, negotiate and finalize such Coordination Agreement (collectively, the "FOA Agreement Work").

During the period which commences upon receipt of notice from the DOE that the Lead Principal Investigator has been awarded a grant under the FOA and terminates no

less than fifteen (15) days prior to the date established by the DOE as the deadline for execution by Lead Principal Investigator of the FOA Agreement (the “Discussion Period”), the Lead Principal Investigator together with the other Principal Investigators shall perform the FOA Agreement Work; however, the Lead Principal Investigator together with the other Principal Investigators may agree that an FOA Agreement will not be executed. The Discussion Period may be extended if such extension is agreed to by two-thirds of the Principal Investigators. Prior to the completion of the Discussion Period, those Principal Investigators who wish to participate as a Participating Principal Investigator shall each: (i) provide written notice (the “Participation Notice”) to the Lead Principal Investigator that it approves the Final Draft FOA Agreement and wishes to participate as a Participating Principal Investigator, and (ii) if applicable, execute the Coordination Agreement, which Coordination Agreement shall become effective upon the Lead Principal Investigator’s execution of the FOA Agreement.

If a Principal Investigator within or prior to the close of the Discussion Period: (i) provides notice that it will not participate as a Participating Principal Investigator, (ii) fails to deliver the Participation Notice, or (iii) if applicable, fails to timely execute the Coordination Agreement, then such Principal Investigator shall not be a Participating Principal Investigator. The Lead Principal Investigator shall not execute an FOA Agreement that differs from the Final Draft FOA Agreement or amend the FOA Agreement (except with respect to revisions to the FOA Scope of Work approved by the Coordination Committee in accordance with Section VI (F) (3) below) without the unanimous approval of the Participating Principal Investigators, which approval shall not be unreasonably withheld.

(D) OBLIGATIONS OF THE PARTICIPATING PRINCIPAL INVESTIGATORS AND OTHER PARTIES

(i) Role of the Lead Principal Investigator

(a) The Lead Principal Investigator shall serve as the Treasurer of federal funds received under the FOA Agreement. Participating Principal Investigators, Other Funded Parties (shall have the same meaning as described in Section VI (D) (iii)), and third party consultants shall timely submit invoices in accordance with the terms and conditions of the FOA Agreement. Upon receipt of payment from the DOE, the Lead Principal Investigator shall make timely remittance to those Participating Principal Investigators, Other Funded Parties, and third party consultants who have submitted invoices in accordance with the terms and conditions of the FOA Agreement.

(b) As Lead Principal Investigator, PJM may share applicable reporting requirements with the Participating Principal Investigators, consistent with their Designated Obligations and the FOA Agreement.

- (c) In the event PJM assigns its duties as Lead Principal Investigator to an affiliate, such assignment shall not relieve or modify PJM's obligations under this Agreement to the other Parties to this Agreement. Furthermore, PJM will, within the Discussion Period and prior to such assignment, provide reasonable assurances and protections of the rights of the other Parties.
- (ii) Role of the Participating Principal Investigators.
 - (a) Each Participating Principal Investigator agrees to comply with the budget as reflected in the FOA Agreement. Each Participating Principal Investigator agrees to be financially responsible for its individual budget over-runs.
 - (b) Subject to Section III (F), the Participating Principal Investigators agree to fulfill all their Designated Obligations.
 - (c) The Participating Principal Investigators agree to cooperate to provide all necessary information to the Lead Principal Investigator to satisfy all of the reporting requirements under the FOA Agreement. Additionally, to the extent necessary, each of the Participating Principal Investigators agrees to provide their information needed to satisfy its respective reporting requirements as required under the terms and conditions of the FOA Agreement.
- (iii) Obligations of Other Funded Parties
 - (a) Parties under this Agreement who are not Participating Principal Investigators but who receive federal funds in connection with the FOA ("Other Funded Parties") shall be responsible for fulfilling all of their respective obligations required under the terms and conditions of the FOA Agreement and the ARRA.
 - (b) Each Other Funded Party agrees to comply with the budget as included in the FOA Agreement. Each Other Funded Party agrees to be financially responsible for its own budget over-runs.
- (iv) Obligations of Non-Funded Parties
 - Parties under this Agreement who do not receive federal funds in connection with the FOA ("Non-Funded Parties") agree to and shall provide, upon a Participating Principal Investigator's written request, all their data necessary for the Principal Participating Investigators to satisfy the terms and conditions of the FOA Agreement.

(E) BUDGET AND SCOPE OF WORK

- (i) Solely for purposes of Section VI of this Agreement, when the term “budget” is used in this section it shall mean and refer to those budgets submitted by the Principal Investigators, included in the FOA Application and agreed to by the DOE as finalized in the FOA Agreement, unless otherwise explicitly qualified or described.
- (ii) Expenses for contracts which the Coordination Committee, established in accordance with Section VII(F) below, deems necessary to support the work of all Participating Principal Investigators and which are approved by the Coordination Committee shall be assessed to the Participating Principal Investigators consistent with the provisions of Section VI (F) (6) below and determined by calculating the proportionate share of each Participating Principal Investigator’s NEL relative to all of the Participating Principal Investigators NEL using the methodology described in Section V (B) (i), above, with all such Participating Principal Investigator’s costs anticipated to be reimbursed consistent with the FOA Agreement. Additionally, reimbursements to the Participating Principal Investigators will be made using the same calculation of proportionate share as was used in assessing the original costs.
- (iii) For purposes of Section VI of this Agreement, the FOA Scope of Work shall refer to the Scope of Work submitted under the FOA Application and approved by DOE and included in the FOA Agreement.

(F) ESTABLISHMENT AND POWERS OF THE COORDINATION COMMITTEE OF PARTICIPATING PRINCIPAL INVESTIGATORS

There is hereby created a Coordination Committee, comprised of all Participating Principal Investigators, including PJM. The Coordination Committee shall be comprised of one Voting Representative, or Alternate, for each Participating Principal Investigator. Each Voting Representative shall have one equal vote. The Coordination Committee may take any action under Section VI (F) of this Agreement by a two-thirds majority vote of the Participating Principal Investigators, although a unanimous vote of the Participating Principal Investigators will be required to amend or early terminate this Section VI. This Coordination Committee shall have the powers to:

1. Select from among its Voting Representatives a Chair and Vice Chair for purpose of administering the activities of this Coordination Committee.
2. Designate a Recording Secretary. The Recording Secretary will serve in this capacity for the Coordination Committee.
3. Approve any reasonable and necessary revisions to the FOA Scope of Work following execution of the FOA Agreement, provided that: (i) there are no

unfunded additional obligations; (ii) there are no terms and conditions that are unacceptable to an affected Participating Principal Investigator; (iii) such revisions do not materially change the obligations of the Other Funded or Non-Funded Parties under this Section VI without the affected Parties' consent, and (iv) the revisions do not otherwise conflict with the terms and conditions contained in the FOA Agreement.

4. After due consideration of the circumstances surrounding the failure of a Participating Principal Investigator to fulfill its obligations or duties under Section VI of this Agreement or a Coordination Agreement, if applicable, determine if removal of the Participating Principal Investigator is appropriate and, if so, remove the Participating Principal Investigator with the same effect as if said Participating Principal Investigator had withdrawn in accordance with Section VI (H).
5. Approve amendments to Section VI of this Agreement by unanimous vote in accordance with the preamble to this Section VI (F). Such amendments shall not materially change the obligations of the Other Funded Parties or the Non-Funded Parties without the affected Parties' consent.
6. Approve contracts entered into under Section VI of this Agreement and direct the Lead Principal Investigator, as the Treasurer under Section VI of this Agreement, to carry out the functions of a contract coordinator.
7. Approve all external communications issued on behalf of Participating Principal Investigators and authorize designated representatives as spokes-persons to speak on behalf of the Participating Principal Investigators.
8. Approve and retain a third party project manager to carry out the day-to-day activities required to satisfy the terms and conditions under the FOA Agreement.
9. Approve and direct actions with respect to confidential and CEII information, as well as intellectual property in accordance with the terms and conditions of the FOA Agreement and this Agreement.
10. Report to the Executive Committee on a quarterly basis the work being performed by the Participating Principal Investigators under the FOA Agreement.
11. Approve reports to be filed with the DOE in fulfillment of obligations of the FOA Agreement.
12. Approve and retain an independent third party contractor to perform any or all reporting requirements under the FOA Agreement.

(G) THIRD PARTY INDEMNIFICATION AMONG PARTICIPATING PRINCIPAL INVESTIGATORS AND OTHER FUNDED PARTIES

In the event that the DOE or a third party looks to PJM, in its role as Lead Principal Investigator, and/or any other Party that serves as a Participating Principal Investigator under this Agreement in its role as a Participating Principal Investigator, to satisfy any or all contractual and administrative issues, all Parties receiving funds under or in connection with the FOA Agreement herein agree, in proportion to each such Party's NEL relative to that of the other Parties receiving such funds, to indemnify PJM in its role as Lead Principal Investigator, and/or such other Participating Principal Investigators ("Indemnitee(s)"), from all losses, damages, liabilities, obligations, claims, demands, suits, proceedings, recoveries, settlements, costs and expenses, court costs, attorney fees, causes of action, judgments and other obligations ("Loss"), in connection with such role; except to the extent such Loss (i) arises from gross negligence, recklessness, willful misconduct or breach of contract (including, without limitation, any federal regulations or requirements incorporated therein) or law by the Indemnitee(s) or such Indemnitee(s)'s agents or employees or (ii) is attributable to gross negligence, recklessness, willful misconduct or breach of contract (including, without limitation, any federal regulations or requirements incorporated therein) or law by a Party to this Agreement or its agents or employees ("Responsible Party"), in which event the Responsible Party agrees to indemnify the Indemnitee(s) for the Loss to the extent so attributable to the Responsible Party, with any remaining or reasonably unrecoverable Loss subject to this subsection (ii) then being indemnified by all Parties receiving funds under or in connection with the FOA Agreement or any Coordination Agreement based upon each such Party's NEL. The "Process" provisions in Section VII (C) (iii) shall apply to an indemnity obligation hereunder, with any Responsible Party constituting an Indemnifying Party under Section VII (C). For purposes of this Section VI, a breach of contract shall include, without limitation, a breach of any federal regulations or requirements incorporated therein.

(H) RIGHT OF WITHDRAWAL OF PARTICIPATING PRINCIPAL INVESTIGATORS

Notwithstanding the general withdrawal rights provision in Section VII(P) of this Agreement, the withdrawal rights of Participating Principal Investigators and Other Funded Parties receiving federal funds under the FOA Agreement, as they relate to Section VI of this Agreement, are subject to the survival of all obligations provided for in this Section VI, including but not limited to the following: (a) the obligations set forth in Section VI (C), (D) and (E) (Notification and Acceptance of Grant Award, Obligations of the Participating Principal Investigators and Other Parties, and Budget and Scope of Work); (b) the requirement to promptly provide, upon the written request of any other Participating Principal Investigator, all their information necessary for the remaining Principal Participating Investigators to satisfy the requirements of the FOA Agreement; (c) any costs incurred by the remaining Participating Principal Investigators to cover the withdrawing Party's commitment as a result of the withdrawal; (d) the continuing obligation to indemnify the remaining Participating Principal Investigators and (e) Designated Obligations.

(I) SHARING OF THE RISKS

Each Participating Principal Investigator agrees to perform all of its Designated Obligations, including the responsibilities, risks, and obligations that are associated with its direct or indirect acceptance of funding for such Designated Obligations in connection with the FOA Agreement, including, but not limited to, all related contractual, administrative and reporting requirements, as well as indemnification obligations. Participating Principal Investigators further agree to provide all information and documentation in connection with their Designated Obligations required to successfully comply with the terms of the FOA Agreement.

(J) LIABILITY AMONG THE PARTICIPATING PRINCIPAL INVESTIGATORS

Among the Participating Principal Investigators, the duties and standard of care with respect to each other, and the benefits and rights conferred on each other, shall be no greater than as expressly stated herein. No Participating Principal Investor, its directors, officers, trustees, employees or agents, shall be liable to any other Participating Principal Investigator for any Loss, whether direct, indirect, incidental, punitive, special, exemplary or consequential, arising from that Participating Principal Investigator's performance or nonperformance under this Agreement, except to the extent that the Participating Principal Investigator is found liable for breach of this Agreement or their Designated Obligations, gross negligence, recklessness, or willful misconduct, in which case the Participating Principal Investigator responsible shall be liable only for direct and ordinary damages and not for any incidental, consequential, punitive, special, exemplary or indirect damages.

(K) CONFLICTS

- (i) In the event of a conflict between this Agreement and any subsequent Coordination Agreement entered into by the Participating Principal Investigators, the Coordination Agreement shall control unless otherwise stated.
- (ii) In the event of a conflict between Section VI and the other sections of this Agreement, the terms and conditions of Section VI shall control.

(L) DISPUTE RESOLUTION

The Participating Principal Investigators and/or Other Funded Parties that are directly involved in the dispute shall attempt in good faith to resolve any disputes arising out of or relating to Section VI of this Agreement promptly by negotiation between Participating Principal Investigators and/or any such Other Funded Party. Any party to a dispute may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include a

statement of that party's position and a summary of arguments supporting that position. Within thirty (30) days after delivery of the initial notice, the parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute; provided, if such dispute is not resolved, each party shall have the right to pursue any and all remedies available to it at law, or in equity, subject to any limitation on damages provided for in this Agreement. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In the event that disputes arise involving the subject matter governed by both this Section VI (L) and Section VII (F), the dispute resolution clause contained in this Section VI (L) shall govern.

VII. Miscellaneous

(A) FORCE MAJEURE

A Party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the other Parties, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act of God, labor disturbance, sabotage, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction hereafter imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Party or property or equipment of others (a "Force Majeure"). A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. The foregoing provisions shall not be construed to require a Party to settle a strike or other labor dispute.

A Party suffering a Force Majeure event ("Affected Party") shall notify the other Parties ("Non-Affected Party") in writing or by email as provided for notices under this Agreement ("Notice of Force Majeure Event") as soon as reasonably practicable specifying the cause of the event, the scope of commitments under this Agreement affected by the event, and a good faith estimate of the time required to restore full performance. Except for those commitments identified in the Notice of Force Majeure Event, the Affected Party shall not be relieved of its responsibility to fully perform as to all other commitments in this Agreement.

(B) NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person or entity that is not a Party or a permitted successor or assign.

(C) INDEMNIFICATION

- (i) Definitions. Throughout this Agreement, an “Indemnifying Party” means a Party who holds an indemnification obligation hereunder, and an “Indemnitee” means a Party entitled to receive indemnification hereunder.
- (ii) Third Party Losses. Except with respect to matters addressed by Section VI (which shall be solely governed by such Section VI), each Party (an “Indemnifying Party”), in proportion to such Party’s NEL (relative to that of the other Parties’ NEL), agrees to defend, indemnify, and hold harmless, each of the other Parties (the “Indemnitee(s)”) from all losses, damages, liabilities, obligations, claims, demands, suits, proceedings, recoveries, settlements, costs and expenses, court costs, attorney fees, causes of action, judgments and other obligations (“Loss”) brought or obtained by any third party against such Indemnitee(s) in connection with this Agreement, except to the extent that such (i) Loss arises from gross negligence, recklessness, willful misconduct, or breach of contract (including, without limitation, any federal regulations or requirements incorporated therein) or law by the Indemnitee(s) or such Indemnitee(s)’s agents or employees or (ii) is attributable to gross negligence, recklessness, willful misconduct or breach of contract (including, without limitation, any federal regulations or requirements incorporated therein) or law by a Party to this Agreement or its agents or employees (“Responsible Party”), in which event the Responsible Party agrees to indemnify the Indemnitee(s) for the Loss to the extent so attributable to the Responsible Party, with any remaining or reasonably unrecoverable Loss then being indemnified by all Parties based upon each Party’s NEL.
- (iii) Process. The Indemnitee shall give notice to the Indemnifying Party as soon as reasonably practicable after the Indemnitee becomes aware of the indemnifiable Loss or any claim, action or proceeding that may give rise to indemnification under this Agreement. Such notice shall describe the nature of the Loss or proceeding in reasonable detail and shall indicate, if practicable, the estimated amount of the Loss that has been sustained by the Indemnitee. A delay or failure of the Indemnitee to provide the required notice shall release the Indemnifying Party (i) from any indemnification obligation to the extent that such delay or failure materially and adversely increases the amount of the indemnifiable Loss, and (ii) from any responsibility for any costs or expenses of the

Indemnitee in the defense of the claim during such period of delay or failure.

(D) LIABILITY BETWEEN THE PARTIES

The Parties' duties and standard of care with respect to each other, and the benefits and rights conferred on each other, shall be no greater than as expressly stated herein. No Party, its directors, officers, trustees, employees or agents, shall be liable to any other Party for any Loss, whether direct, indirect, incidental, punitive, special, exemplary or consequential, arising from that Party's performance or nonperformance under this Agreement, except to the extent that the Party is found liable for breach of this Agreement, gross negligence, recklessness, or willful misconduct, in which case the Party responsible shall be liable only for direct and ordinary damages and not for any incidental, consequential, punitive, special, exemplary or indirect damages.

(E) APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

(F) DISPUTE RESOLUTION

In the event of a dispute among the Parties arising out of this Agreement ("Dispute"), except for disputes arising under Section VI, that is not resolved by the Voting Representatives of the Parties who have been designated under Section IV (B) of this Agreement within seven (7) days of the reference to such representatives of such Dispute, each Party to the Dispute ("Disputing Party") shall, within fourteen (14) days' written notice by each Disputing Party to the others, designate a senior officer with authority and responsibility to resolve the Dispute and refer the Dispute to them. The senior officer designated by each Disputing Party shall have authority to make decisions on its behalf with respect to that Party's rights and obligations under this Agreement. The senior officers, once designated, shall promptly begin discussions in a good faith effort to agree upon a resolution of the Dispute. If the senior officers do not agree upon a resolution of the Dispute within fourteen (14) days of its referral to them, the Dispute will be referred to a mediator selected by the Disputing Parties by submitting a list of mediators and allowing all Disputing Parties to strike names from the list and to select from the remaining names by a simple majority vote. If mediation should not result in a resolution of the Dispute within fourteen (14) days of selection of the mediator, then each Disputing Party shall have the right to pursue any and all remedies available to it at law or in equity, subject to any limitation on damages provided for in this Agreement. Neither the giving of notice of a Dispute, nor the pendency of any Dispute resolution process as described in this Section shall relieve a Disputing Party of its obligations under this Agreement, extend any notice period described in this Agreement or extend any period in which a Disputing Party must act as described in this Agreement. Notwithstanding the requirements of this Section VII, each Disputing Party may withdraw from this Agreement in accordance with its provisions, or pursuant to an order

of a court or regulator of appropriate jurisdiction. In the event that disputes arise involving subject matter governed by both this Section VII (F) and Section VI (L), the dispute resolution clause contained in Section VI (L) shall govern. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

(G) REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby makes the following representations and warranties to each other:

- (i) Except with respect to the Mid-Continent Area Power Pool, each Party is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and has the right, power and authority to enter into and deliver this Agreement, to become a Party hereto and to perform its obligations hereunder. The Mid-Continent Area Power Pool is an unincorporated association pursuant to the MAPP Restated Agreement and operates by and through its agent MAPPCOR; MAPPCOR is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and has the right, power and authority to enter into and deliver this Agreement as agent for the Mid-Continent Area Power Pool and to perform the obligations of the Mid-Continent Area Power Pool hereunder.
- (ii) This Agreement has been duly approved by all necessary action, has been executed by its duly authorized officer or representative, and is a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- (iii) The execution, delivery, and performance of this Agreement will not violate, conflict with, or cause a default under the Party's organizational documents, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party.
- (iv) Each Party is a registered Planning Authority under the requirements of NERC and during the period in which such Party is a participant under this Agreement, such Party shall keep and maintain its status as a registered Planning Authority.

(H) PERFORMANCE

The failure of a Party to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any right held by such Party. Any waiver on any specific occasion by each Party shall not be deemed a continuing waiver of such right, nor shall it be deemed a waiver of any other right under this Agreement.

(I) AGREEMENT

This Agreement, including all Attachments hereto, is the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, oral or written, with respect to the subject matter of this Agreement.

(J) AMENDMENTS

This Agreement may be amended by a unanimous vote of the Executive Committee in accordance with Section IV(A); provided, however, that any amendments to Section VI shall not be subject to Executive Committee approval. Any amendments to this Agreement must be in accordance with Section IV (A) and Section VI (F) of this Agreement, as applicable.

(K) HEADINGS

The headings used for the Articles and Sections of this Agreement are for convenience and reference purposes only, and shall not be construed to modify, expand, limit, or restrict the provisions of this Agreement.

(L) PATENT RIGHTS AND INTELLECTUAL PROPERTY

The Parties hereby agree that any and all patent rights or other intellectual property rights in technical data developed pursuant to the FOA Agreement or a Coordination Agreement (if applicable) or in response to the FOA shall be treated in accordance with the terms and conditions set forth in such FOA Agreement, Coordination Agreement or in the FOA in the section entitled "Intellectual Property Developed Under This Program," as applicable.

The Parties hereby agree that any and all intellectual property (including but not limited to patent rights or rights in technical data) developed by two or more Parties in connection with this Agreement and solely outside the scope of the FOA Agreement or a Coordination Agreement or responding to the FOA shall be considered joint intellectual property owned equally among all active Parties to this Agreement. With respect to such jointly owned intellectual property, no Party shall be permitted to license, assign, transfer, or otherwise convey its right, title and interest in and to the jointly owned intellectual property (nor shall any Party permit any lien or encumbrance to be placed on the jointly owned intellectual property), in each case, without the prior consent of each of the other Parties. In the event the Executive Committee determines it is necessary or desirable and directs one or more Parties to apply for, seek or obtain protection or registration (including, without limitation, filing patent applications in any relevant patent office worldwide) for the jointly owned intellectual property, the costs and expenses (including, without limitation, reasonable attorneys' fees) of seeking and/or obtaining such protection shall be Common Costs under this Agreement. In the event any Party becomes aware of any infringement of the jointly owned intellectual property, or any

portion thereof, such Party shall notify the Executive Committee, who will be responsible for determining whether to pursue enforcement actions and designating which Parties, if any, shall take the lead on any such enforcement actions. Each Party consents to its joinder, to the extent required by applicable law, as a party in any such enforcement action involving the jointly owned intellectual property and the costs of any such enforcement action shall be Common Costs. Any royalties or other revenue arising out of or resulting from the jointly owned intellectual property shall be apportioned among the Parties in the same manner as Common Costs are apportioned among the Parties. If any Party shall cease to be a Party to this Agreement, for any reason whatsoever, then such Party's share of the jointly owned intellectual property shall be automatically assigned to the other Parties, and the non-active Party shall have no further rights in and to the jointly owned intellectual property, including, without limitation, the right to receive royalties therefrom. The non-active Party agrees to execute such documents and take such other actions as may be reasonably requested by the Executive Committee to effectuate all the foregoing.

For the avoidance of doubt, any and all intellectual property (including but not limited to patent rights or rights in technical data) developed solely by one Party individually and without use of another Party's Confidential Information shall be solely owned by the developing Party. Additionally, in every case each Party shall continue to own exclusively (to the extent that it originally so owned) the reports, analysis and other intellectual property (e.g., regional system plans) contributed by the Party to the efforts hereunder.

(M) NO PARTNERSHIP

Nothing in this Agreement shall ever be deemed to create or constitute an association, joint venture, partnership or any other similar type of entity or relationship among the Parties or to impose a trust, fiduciary or partnership duty, obligation or liability on or with regard to any of the Parties.

(N) NO CONSENT TO VIOLATION OF LAW

Nothing herein contained shall be construed to constitute consent or acquiescence by any Party to any other Party's violation of the laws of any State, Province or Nation by virtue of this Agreement.

(O) ADMISSION OF A NEW PARTY TO THIS AGREEMENT

Parties to this Agreement are encouraged to reach out to other regional transmission planning entities in the Eastern Interconnection that are designated as a Planning Authority on the NERC Compliance Registry and to invite them to join the Analysis Team. Any such Planning Authority may apply to the Executive Committee to be admitted to this Agreement. Once approved by the Executive Committee, such Planning Authorities shall execute and become Parties to this Agreement and shall be responsible for and agrees to pay their share of the Annual Budget beginning on the date

the new Party becomes a signatory to this Agreement thereby imbued with all rights and duties conferred herein.

(P) WITHDRAWAL OF A PARTY TO THIS AGREEMENT

Subject to any additional restrictions of withdrawal of Participating Principal Investigators or Other Funded Parties, pursuant to Section VI hereof, any Party may withdraw from this Agreement and completely terminate its participation by giving twenty (20) days prior written notice of its withdrawal to each other Party, the Recording Secretary and the Treasurer; provided the remaining Parties shall be entitled to continue to access and use, subject to the provisions of Section III (F) and Section III (G), any Confidential Information or CEII provided by the withdrawing Party in connection with the EIPC until (i) all the studies, analysis and activities under the Annual Budget in effect at the time of withdrawal are concluded, or (ii) in the event funding is received under the FOA Agreement, all activities funded by the DOE under the FOA Agreement are concluded, whichever is later. In addition, withdrawal does not eliminate the withdrawing Party's obligation to pay its share of all amounts due or to become due under (a) the Annual Budget then in effect and (b) any contractual commitments entered into in accordance with the terms of this Agreement prior to providing notice of withdrawal and extending beyond the term of such Annual Budget or entitle the withdrawing Party to any refund for amounts paid for Common Costs up to the date the withdrawal is effective. Withdrawing Parties shall have an on-going duty to satisfy all indemnification obligations with respect to events occurring or arising while they were a Party to this Agreement or had continuing obligations. Upon receipt of a notice of withdrawal, the Treasurer shall determine the amounts due and to become due and bill such amount to the withdrawing Party in accordance with the provisions above and the allocation formula for the Annual Budget for Common Costs described in Section V (B) of this Agreement. To the extent necessary, amounts to become due under contractual commitments extending beyond the term of the Annual Budget then in effect shall be estimated and reasonably adjusted for the time value of money. For the avoidance of doubt, the Annual Budget then in effect will not be amended and contracts will not be prematurely terminated in order to reduce or avoid Common Costs or make refunds to a withdrawing Party.

(Q) COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument, binding on all Parties hereto, notwithstanding that all such Parties may not have executed the same counterpart.

(R) NOTICES

All notices required or permitted to be made under this Agreement shall be made in writing and shall be delivered by hand, overnight mail or courier, facsimile or email. Notice by email or hand delivery shall be deemed to have been received by the close of

the Business Day it was delivered if delivered by 10 a.m. prevailing time, otherwise on the following Business Day. Notice by any other means shall be deemed to have been received two Business Days after it was sent. For purposes of this Agreement, a Business Day will consist of Monday through Friday, except a recognized Federal holiday.

(S) NON-JURISDICTIONAL ENTITIES

Executing this Agreement and participating in the EIPC process shall not be construed as an assumption by a Party of any FERC jurisdictional obligations or requirements that are not otherwise applicable to such Party.

(T) SEVERABILITY

Any provision of this Agreement that is invalid, void or unenforceable in any jurisdiction or as to any Party shall, as to that jurisdiction or Party, be ineffective to the extent of that invalidity, voidness or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of that provision in any other jurisdiction or with respect to any other Party, and the Parties hereto shall negotiate to replace such invalid, void or unenforceable provision with a suitable and equitable provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid, void or unenforceable provision.

(U) SURVIVAL

All provisions of this Agreement shall survive and continue in full force and effect after any termination of this Agreement to the extent necessary for the fulfillment of any and all contractual and financial obligations provided for under this Agreement, including, without limitation, the determination and enforcement of liability and indemnification of obligations arising from events or acts that occurred prior to any termination of this Agreement.

[Signature pages follow]

EASTERN INTERCONNECTION PLANNING
COLLABORATIVE ANALYSIS TEAM AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names by their respective duly authorized officials, as of the day and year first above written.

[INSERT FULL LEGAL NAME OF COMPANY]

By: _____

Printed Name: _____

Title: _____

Date: _____

For Notice:

Attention: _____
[Insert Name and/or Department]

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

ATTACHMENT 1**PARTIES TO THE EASTERN INTERCONNECTION PLANNING
COLLABORATIVE ANALYSIS TEAM AGREEMENT**

Parties	Principal Investigator (yes / no)	Execution Date	Withdrawal Date
Alcoa Power Generating, Inc.	no	8/24/09	
American Transmission Company LLC	no	8/21/09	
Duke Energy Carolinas, LLC	no	8/24/09	
E.ON U.S. LLC , on behalf on its operating companies Louisville Gas & Electric Company and Kentucky Utilities Company	no	8/31/09	
Entergy Services, Inc. on behalf of the Entergy Corporation Utility Operating Companies	yes	8/26/09	
Florida Power & Light Company	no	8/31/09	
Georgia Transmission Corporation (An Electric Membership Corporation)	no	8/27/09	
Independent Electricity System Operator (“IESO”)	no	8/25/09	
International Transmission Company	no	10/21/09	
ISO New England, Inc.	yes	8/21/09	
JEA	no	8/26/09	
Mid-Continent Area Power Pool, by and through its agent, MAPPCOR	yes	8/24/09	
Midwest Independent Transmission System Operator, Inc.	yes	8/24/09	
Municipal Electric Authority of Georgia	no	8/31/09	
New York Independent System Operator, Inc.	yes	8/24/09	
PJM Interconnection L.L.C.	yes	8/21/09	
PowerSouth Energy Cooperative	no	8/21/09	
Progress Energy Carolinas, Inc.	no	8/24/09	
Progress Energy Florida, Inc.	no	8/27/09	
South Carolina Electric & Gas Company	no	8/26/09	
South Carolina Public Service Authority	no	8/27/09	
Southern Company Services Inc., as agent for Alabama Power Company, Georgia Power Company, Gulf Power	yes	8/21/09	

Company, and Mississippi Power Company			
Southwest Power Pool, Inc.	no	8/21/09	
Tennessee Valley Authority	yes	8/25/09	

ATTACHMENT 2

**PRINCIPAL INVESTIGATORS TO THE EASTERN
INTERCONNECTION PLANNING COLLABORATIVE ANALYSIS TEAM
AGREEMENT**

Principal Investigator	Date of Agreement to Become Participating Principal Investigator	Withdrawal Date
PJM Interconnection, L.L.C.		
New York Independent System Operator, Inc.		
ISO New England, Inc.		
Midwest Independent Transmission System Operator, Inc.		
Southern Company Services Inc., as agent for Alabama Power Company, Georgia Power Company, Gulf Power Company, and Mississippi Power Company		
Tennessee Valley Authority		
Mid-Continent Area Power Pool, by and through its agent, MAPPCOR		
Entergy Services, Inc. on behalf of the Entergy Corporation Utility Operating Companies		

ATTACHMENT 3

EASTERN INTERCONNECTION PLANNING COLLABORATIVE ANALYSIS TEAM SCOPE OF ACTIVITIES

Approved – December 22, 2009

Background

The Eastern Interconnection Planning Collaborative Analysis Team (EIPC Analysis Team) was established by an Agreement signed by parties that are NERC registered planning authorities in the eastern interconnection. The Agreement establishes the EIPC Analysis Team as a subset of the open and transparent process called the EIPC and calls for the EIPC Analysis Team to perform the technical analyses of transmission planning and related matters required as part of the EIPC effort. The EIPC Analysis Team is guided by an Executive Committee comprised of representatives from the sponsoring parties. This document establishes the scope of activities which will be undertaken by the EIPC Analysis Team.

Purpose and Responsibilities

The EIPC Analysis Team will develop a coordinated roll-up of existing regional transmission plans, analyze the combined system on an interconnection-wide basis, and identify potential enhancements for consideration by the regions. The results of these efforts can be used to inform the development of state, provincial, or federal policy goals that require an interconnection-wide view of the transmission system. The EIPC Analysis Team's efforts are intended to complement regional and inter-regional planning activities that are expected to continue in accordance with established regional procedures to address system needs and regional goals.

A key element of the EIPC effort is a transparent, open and collaborative grassroots approach that receives input from stakeholder groups, and state, provincial and federal officials. The EIPC Analysis Team understands that analyzing future transmission needs, especially as they relate to renewable resources, will necessitate a multi-regional approach that considers potential interconnection-wide impacts. Expanding on the existing planning expertise and protocols already employed on a regional basis in the Eastern Interconnection is the most efficient and timely means of accomplishing this goal.

EIPC Analysis Team Activities

In the furtherance of the EIPC effort, the EIPC Analysis Team work will encompass a wide variety of activities:

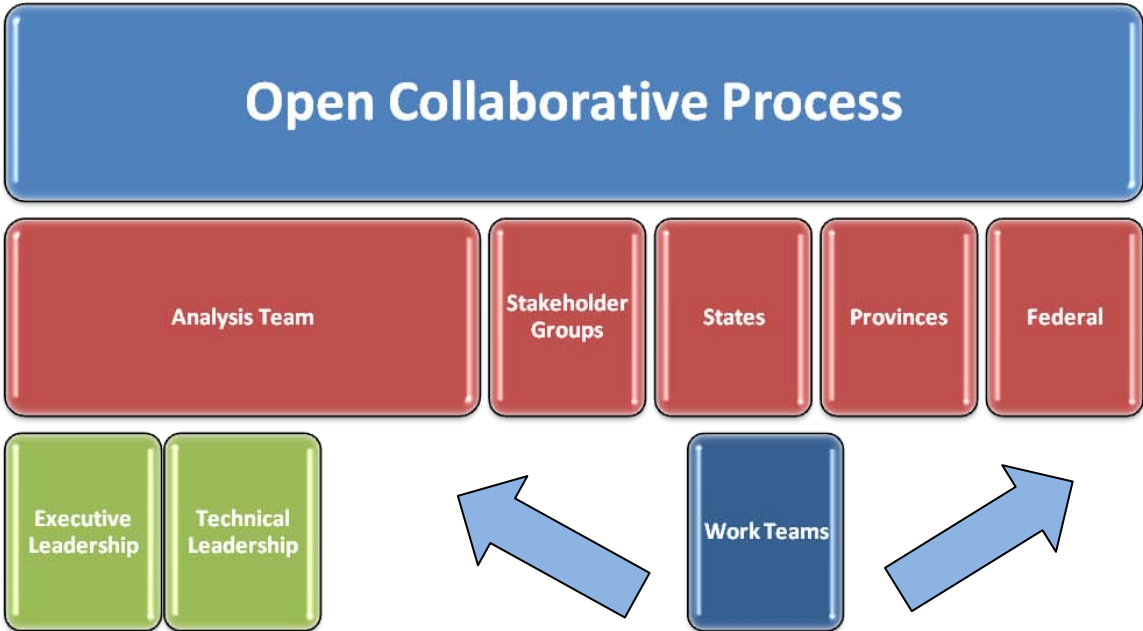
- (1) Develop an interconnection-wide model(s) of the Eastern Interconnection bulk power system suitable for performing transmission planning analyses of the combined regional plans of the participants;
- (2) Analyze the combined plans to determine if there are gaps or inconsistencies, identify potential enhancements to the combined plans, and make the results of the analyses available to all regional planning entities for their consideration and possible use in modifying future regional plans;
- (3) Establish work teams, establish an annual schedule, and identify resources (including, but not limited to, personnel, computer facilities, consulting support, etc.) necessary for completing the Analysis Team activities;
- (4) Develop and submit a proposal for government funding from the U.S. Department of Energy through its Financial Assistance Funding Opportunity Announcement DE-FOA0000068, and to support and participate in the execution of the studies as described in the proposal;
- (5) Provide a forum for the EIPC Analysis Team to receive input from interested stakeholders, in particular ensuring a role for federal, state and provincial officials;
- (6) Develop and analyze future transmission options that reliably integrate future resources that are postulated in high priority scenarios developed in coordination with state representatives and other industry stakeholders;
- (7) Provide relevant policy makers and regulators with current, complete and technically sound information relating to potential transmission impacts associated with state, provincial, and national energy, economic and environmental objectives and an opportunity for policy makers and regulators to consider that technically sound information as they refine their policy objectives;
- (8) Develop and publish summaries and reports on the EIPC analysis efforts following an open stakeholder review and comment process; and
- (9) Develop and maintain a public website to provide open access to reports and other communications regarding EIPC activities.

Specific activities within the scope of the nine items above will be further defined and overseen by the EIPC Technical Committee under the direction of the EIPC Executive Committee.

Resource Requirements

The majority of the resources required for completing the work within the activities list above will come from the EIPC Analysis Team Parties, including personnel resources. In addition, the EIPC Analysis Team may employ one or more contractors to assist in completion of the EIPC Analysis Team work. This Scope of Activities anticipates the need for utilization of a full-time Project Manager to facilitate the operation of the EIPC Analysis Team including its committees and sub-groups established pursuant to the EIPC Agreement. In addition, the Project Manager will be responsible for overall coordination of the EIPC effort and serve as the primary EIPC Analysis Team liaison with stakeholders.

ATTACHMENT 4



Document Revision History

Document Revision No.	Date	Purpose of Revision
Initial Agreement	August 21, 2009	-
1	October 28, 2009	Modified Attachment 1 to add ITC as a Party
2	December 22, 2009	Add Attachment 3 – Scope of Activities
3		
4		