**Supplement to the Standard Form Market Participant Agreement**

**Between**

**[Name of QSE]**

**and**

**Electric Reliability Council of Texas, Inc.**

 This Supplement to the Standard Form Market Participant Agreement (“Supplement”), effective as of [START DATE] (“Start Date”), is entered into by and between [PARTICIPANT’s NAME], a Qualified Scheduling Entity in the ERCOT Region (“QSE” or “QSE Participant”), and Electric Reliability Council of Texas, Inc., a Texas non-profit corporation (“ERCOT”).[[1]](#footnote-2)

Recitals

WHEREAS:

1. The Public Utility Commission of Texas (“PUCT”) has authorized ERCOT to conduct pilot projects in 16 Texas Administrative Code § 25.361(k);
2. The ERCOT Board has approved an Aggregate Distributed Energy Resource (ADER) pilot project (“Pilot Project”), as described in the Governing Document for Aggregate Distributed Energy Resource Pilot Project (“Governing Document”);
3. Specific terms used in this Supplement that are defined in the Governing Document have the meanings assigned to them in that document;
4. QSE Participant is a QSE in the ERCOT Region and has executed a Standard Form Market Participant Agreement (“Market Participant Agreement”) with ERCOT;
5. QSE Participant wishes to submit bids and/or offers from ADERs; and
6. The Parties enter into this Supplement in order to establish the terms and conditions by which ERCOT and QSE Participant will discharge their respective duties and responsibilities with respect to the ADER Pilot Project.

Agreements

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, ERCOT and QSE Participant (the “Parties”) hereby agree as follows:

1. All terms and conditions of the Market Participant Agreement between QSE Participant and ERCOT remain in full force and effect.
2. QSE Participant and ERCOT will abide by and comply with the rules of the ADER Pilot Project set out in the Governing Document.
3. Any Party may terminate this Supplement to the Market Participant Agreement by providing 30 days’ notice to the other Parties; however, no termination of this Supplement will be effective before the end of any period for which ERCOT has already issued an award notification to Participant.
4. Otherwise, this Supplement to the Market Participant Agreement will terminate upon the completion of all obligations incurred under the terms of the Governing Document.
5. This Supplement to the Market Participant Agreement may be executed in two or more counterparts, each of which is deemed an original, but all constitute one and the same instrument.

SIGNED, ACCEPTED, AND AGREED TO by each undersigned signatory who, by signature hereto, represents and warrants that he or she has full power and authority to execute this Supplement.

Electric Reliability Council of Texas, Inc.:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

QSE Participant:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

***Attached to this Agreement, QSE Participant shall include the “Details of the Aggregation,” as that term is defined in the “Aggregate Distributed Energy Resource Pilot Project Governing Document.”***

1. Unless otherwise indicated, capitalized terms in this Supplement have the meanings ascribed to them in the ERCOT Protocols. [↑](#footnote-ref-2)