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| NPRR Number | [1284](https://www.ercot.com/mktrules/issues/NPRR1284) | NPRR Title | Guaranteed Reliability Load Process |
| Date Posted | | May 12, 2025 | |
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| Requested Resolution | | Normal | |
| Nodal Protocol Sections Requiring Revision | | 2.1, Definitions  2.2, Acronyms and Abbreviations  3.11.7, Guaranteed Reliability Load Process (new)  3.11.7.1, Study Assumptions for Guaranteed Reliability Loads (new)  3.11.7.2, Transmission Upgrade Determination (new)  3.11.7.3, Interim Operating Requirements (new)  3.11.7.4, Termination of GRL Status (new)  3.11.7.5, Compliance Monitoring (new)  23, Form T, Guaranteed Reliability Load Operating Agreement (new) | |
| Related Documents Requiring Revision/Related Revision Requests | | Planning Guide Revision Request (PGRR) 126, Related to NPRR1284, Guaranteed Reliability Load Process | |
| Revision Description | | This Nodal Protocol Revision Request (NPRR) creates a “bridging solution” where Loads that are willing to be contractually bound to curtail all or a part of their Load or self-provide their Load from backup generation during certain conditions, will be allowed to have that action considered as a “Manual System Adjustment” when the Load is studied under Planning Guides Sections 4.1.1.2, Reliability Performance Criteria, and Section 4.1.1.8, Maintenance Outage Reliability Criteria, for interconnection to the ERCOT grid.  During the bridging period if conditions noted by the studies warrant, the Load will be instructed to curtail up to its contracted amount until the noted constraint is alleviated.  The interconnection studies will also be performed with the Load considered firm to provide the full list of upgrades that will be performed. Once the upgrades are completed the Load will be released from this obligation. | |
| Reason for Revision | | [Strategic Plan](https://www.ercot.com/files/docs/2023/08/25/ERCOT-Strategic-Plan-2024-2028.pdf) Objective 1 – Be an industry leader for grid reliability and resilience  [Strategic Plan](https://www.ercot.com/files/docs/2023/08/25/ERCOT-Strategic-Plan-2024-2028.pdf) Objective 2 - Enhance the ERCOT region’s economic competitiveness with respect to trends in wholesale power rates and retail electricity prices to consumers  [Strategic Plan](https://www.ercot.com/files/docs/2023/08/25/ERCOT-Strategic-Plan-2024-2028.pdf) Objective 3 - Advance ERCOT, Inc. as an independent leading industry expert and an employer of choice by fostering innovation, investing in our people, and emphasizing the importance of our mission  General system and/or process improvement(s)  Regulatory requirements  ERCOT Board/PUCT Directive  *(please select ONLY ONE – if more than one apply, please select the ONE that is most relevant)* | |
| Justification of Reason for Revision and Market Impacts | | The bridging solution created by this NPRR and related PGRR should allow more Loads to connect prior to the completion of the complete list of projects studied allowing the Load to leverage their flexibility with a faster interconnection while maintaining system reliability. | |

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| Proposed Protocol Language Revision |

## 2.1 DEFINITIONS

Guaranteed Reliability Load (GRL)

An interconnecting Load with an expected peak Demand of at least 75 MW that, as a condition of its interconnection, agrees to ensure reliability by either curtailing its consumption (Load drop) or operating with on-site backup generation (self-supply) when instructed by ERCOT for certain system conditions designated in the study process. A Load designated as a GRL operates under a contractual agreement (Section 23, Form T, Guaranteed Reliability Load Operating Agreement) obligating it to take such actions until the transmission upgrades needed for full firm service are completed, after which the GRL designation is terminated for that Load.

## 2.2 ACRONYMS AND ABBREVIATIONS

**GRL** Guaranteed Reliability Load

3.11.7 Guaranteed Reliability Load (GRL) Process

(1) This Section applies to any interconnecting Load with total Demand greater than or equal to 75 MW that is designated as a Guaranteed Reliability Load (GRL) pursuant to the ERCOT Planning Guide and that has executed Section 23, Form T, Guaranteed Reliability Load Operating Agreement, with ERCOT.

3.11.7.1 Study Assumptions for Guaranteed Reliability Loads

(1) An interconnecting Load designated as a GRL shall be studied under standard planning criteria as a firm Load, and also under contingency-adjusted assumptions consistent with the provisions of Planning Guide Section 4.1.1.9, Guaranteed Reliability Loads.

(2) ERCOT shall ensure that the applicable Full Interconnection Study (FIS) or other planning assessment for the GRL includes analysis of the ERCOT System with the GRL modeled at its forecast maximum Load and, separately, with the GRL assumed to curtail to the contracted level as specified in the applicable Section 23, Form T agreement during applicable contingency conditions.

(3) GRLs shall not be modeled as interruptible Load for the purpose of identifying required Transmission Facility upgrades under normal system conditions.

3.11.7.2 Transmission Upgrade Determination

(1) ERCOT and the Transmission Service Provider (TSP) shall identify and develop all necessary Transmission Facility upgrades to interconnect and serve a GRL under the assumption that the GRL’s total Load is fully firm.

(2) Any Transmission Facility improvements identified in the planning process to support the full Load of a GRL shall proceed under the normal ERCOT planning, approval, and implementation processes.

3.11.7.3 Interim Operating Requirements

(1) Prior to the completion and energization of all Transmission Facility upgrades identified in accordance with Section 3.11.7.1, Study Assumptions for Guaranteed Reliability Loads, the GRL shall operate under the terms of a curtailment agreement using Section 23, Form T, executed by the Load Serving Entity (Load), ERCOT, and the applicable TSP.

(2) During the duration of the Agreement, the GRL shall reduce its real power Demand to the Contingency Load Level specified in the executed Section 23, Form T agreement, or supply its own Load via on-site generation, upon instruction from ERCOT.

(3) ERCOT may issue a Dispatch Instruction to the Qualified Scheduling Entity (QSE) representing the GRL to reduce Load or isolate from the ERCOT System when ERCOT determines that system conditions would otherwise violate applicable operational or planning criteria with the GRL served at full Load.

(4) Failure to comply with a curtailment instruction issued by ERCOT under this Section shall constitute a violation of the Protocols and may result in referral to the ERCOT Compliance and Enforcement function as specified in Section 8, Performance Monitoring.

3.11.7.4 Termination of GRL Status

(1) The GRL designation shall terminate automatically on the date that all Transmission Facility upgrades identified pursuant to Section 3.11.7.1, Study Assumptions for Guaranteed Reliability Loads, have been placed in service and verified by ERCOT.

(2) Upon such verification, ERCOT shall provide written notice to the Load and the applicable TSP confirming that the GRL’s interim operating obligations are satisfied and that the Section 23, Form T agreement is terminated.

(3) Following the termination of GRL status, the Load shall be treated as firm Load for all operational and planning purposes, and shall not be subject to further curtailment under this Section, except as otherwise provided for firm Load in the Protocols.

3.11.7.5 Compliance Monitoring

(1) ERCOT shall monitor each GRL’s compliance with its curtailment obligations using telemetry, metering data, and other operational data, during all events in which ERCOT issues a curtailment instruction.

(2) Non-compliance with a curtailment obligation under the Section 23, Form T agreement may be referred to ERCOT Compliance for evaluation in accordance with Section 8, Performance Monitoring.

(3) ERCOT shall log all curtailment events involving a GRL, including the timing and magnitude of Load reduction, for purposes of audit and verification.

(4) ERCOT may take immediate operational action to preserve reliability in the event of non-performance by a GRL, up to and including Load disconnection if necessary.

**ERCOT Nodal Protocols**

**Section 23**

**Form T: Guaranteed Reliability Load Operating Agreement**

**TBD**

**Guaranteed Reliability Load Operating Agreement**

This Guaranteed Reliability Load Agreement (“Agreement”) is made and entered into on this       day of      ,       (“Effective Date”) by and among Electric Reliability Council of Texas, Inc. (ERCOT), a Texas non-profit corporation having an office at 8000 Metropolis Drive (Building E), Suite 100, Austin, Texas 78744, Name of Load Entity (a Load Serving Entity (LSE), hereinafter “Load”), and Name of TSP (a Transmission Service Provider (TSP), hereinafter “TSP”). ERCOT, Load, and TSP are each referred to as a “Party” and collectively as the “Parties.” The Parties hereby agree as follows:

**1. Scope and Purpose**

**1.1 Purpose of Agreement:** This Agreement sets forth the terms and conditions under which the Load’s designated load facility is operated as a Guaranteed Reliability Load (GRL) in the ERCOT System. The Load facility covered by this Agreement (the “Facility”) is:

Facility Name or Identifier:

Address or description:

Maximum Demand (MW):

The Facility has been designated a GRL pursuant to ERCOT Planning Guide Section 4.1.1.9, meaning the Facility agrees to certain load reduction obligations under specified contingencies to enhance system reliability.

**1.2 Defined Terms:** Capitalized terms used but not defined herein have the meanings assigned by the ERCOT Protocols and Planning Guide. “ERCOT Protocols” refers to the ERCOT Nodal Protocols, as amended from time to time. The Load and TSP each represent and warrant that they are qualified and registered with ERCOT as an Load and a TSP, respectively, and have executed all agreements required by the ERCOT Protocols for their roles. This Agreement is an additional agreement supplementing the obligations in the ERCOT Protocols and related agreements executed by the Parties (“Protocols Agreements”). Except as otherwise provided in this Agreement, the terms and conditions of the Parties’ existing Protocols Agreements are incorporated herein by reference. In the event of any conflict between this Agreement and the ERCOT Protocols or other Protocols Agreements, this Agreement shall control with respect to the subject matter.

**2. Term of Agreement**

2.1 **Effective Date and Term:** The “Effective Date” of this Agreement shall be the later of (a) the date on which all Parties have signed, or (b) the date the Facility is formally approved by ERCOT as a Guaranteed Reliability Load under the Planning Guide. The initial term of this Agreement commences on the Effective Date and continues until terminated as provided herein. This Agreement shall remain in effect so long as the Facility maintains its GRL designation and the Parties remain in compliance, renewing automatically on each anniversary of the Effective Date for successive one-year terms.

2.2 **Termination by Load or TSP:** The Load or TSP may terminate this Agreement by providing at least sixty (60) days’ prior written notice to ERCOT of its intent to terminate. ERCOT will review such termination notice. Termination will become effective no earlier than 60 days after ERCOT’s receipt of the notice (or such later date specified in the notice) and only after any necessary reliability studies or system adjustments are addressed. The Load acknowledges that upon termination, the Facility’s GRL status will be removed, and the Facility may be required to cease operation or reduce load until any needed transmission upgrades or other mitigations (if required) are in place to maintain system reliability.

2.3 **Termination by ERCOT:** In addition to any other remedies available at law or in equity, ERCOT may terminate this Agreement for any material breach by the Load or TSP following written notice and an opportunity to cure, in accordance with the default or remedy provisions of the ERCOT Protocols or the Parties’ Protocols Agreements. ERCOT may also terminate this Agreement upon sixty (60) days’ written notice to the other Parties in the event that ERCOT modifies or replaces this standard agreement form (Form T) in the ERCOT Protocols. In such event, ERCOT will provide the Parties an opportunity to execute a new or revised standard agreement regarding the subject matter.

2.4 **Automatic Termination:** This Agreement shall terminate automatically and immediately if the Load ceases to be an ERCOT Market Participant in good standing (for example, if the Load’s registration with ERCOT is revoked or otherwise terminated) or if the Facility loses its designation as a Guaranteed Reliability Load. Likewise, if either the Load’s or TSP’s applicable Protocols Agreements (such as the Standard Form Load Serving Entity Agreement or TSP Agreement with ERCOT) are terminated, this Agreement shall simultaneously terminate​.

**3. Contingency Conditions and Load Reduction Obligations**

3.1 **Defined Contingency Conditions:** For purposes of this Agreement, “Contingency Condition” refers to an abnormal system condition that triggers the Facility’s reliability obligations. The following events or scenarios are Contingency Conditions under this Agreement (subject to any more specific definition in Planning Guide Section 4.1.1.9):

**(a) Extended Maintenance Outage plus Contingency:** A scenario in which a scheduled maintenance outage or derating of a critical transmission element serving the Facility is in effect, followed by the unplanned outage of another element (N-1-1 situation), creating a risk of unreliable service to the Facility and the broader network.

**(b) Other Critical Contingencies:** Any other severe system condition defined by ERCOT (through the Planning Guide or Operating Guides) that requires load reduction to maintain regional reliability. This may include extreme NERC Category events or local Emergency Operating Conditions that would otherwise necessitate firm load shed.

ERCOT shall identify in advance (through planning studies or operating procedures) the specific Contingency Conditions applicable to the Facility’s location. These conditions will be documented in the Facility’s operating guide or study report, and may be updated by ERCOT from time to time with notice to the Parties.

3.2 **Contracted Contingency Load Level:** The Load agrees that during any Contingency Condition, the **maximum net load** drawn by the Facility from the ERCOT System will not exceed       **MW** (the “**Contingency Load Level**”). This contracted Contingency Load Level is a critical assumption for ERCOT and the TSP in transmission planning and operational studies. After applicable manual system adjustments are made by grid operators in an emergency, ERCOT and the TSP will assume that the Facility’s demand has been reduced to no more than this Contingency Load Level for the duration of the Contingency Condition. In other words, the Facility effectively **self-curtails** down to this level (or lower) to alleviate stress on the grid. The Contingency Load Level may be equal to zero (complete disconnection) for certain extreme scenarios, or a reduced level above zero if the Facility can partially self-supply as described below. The specific Contingency Load Level(s) and associated trigger conditions are summarized in **Exhibit A** to this Agreement, which is incorporated herein.

3.3 **Obligation to Reduce Load:** Upon the occurrence of a Contingency Condition, the Load shall immediately and automatically reduce the Facility’s net load to the Contingency Load Level or less. This load reduction obligation may be met through any combination of the curtailment mechanisms described in Section 4 (e.g. automatic disconnection or on-site generation islanding). If the Contingency Condition is anticipated (for example, a planned outage combined with an extreme weather alert), ERCOT may issue an instruction or advisory to the Load in advance, and the Load shall prepare to curtail the Facility’s load when directed. In unanticipated Contingency events, the Facility’s control systems must react automatically as specified herein without the need for manual intervention to achieve the required load drop in a timely manner. The Load is responsible for ensuring that the Facility’s demand does not bounce back above the Contingency Load Level until ERCOT has declared the contingency ended or otherwise authorized restoration of normal service.

**4. Curtailment Mechanisms and Operations**

4.1 **Automatic Load Shedding/Disconnection:** The Load shall install and maintain protective devices or schemes that automatically disconnect or isolate the Facility when a defined Contingency Condition occurs, unless an equivalent automatic scheme is implemented by the TSP or ERCOT. Such mechanisms may include, for example, high-speed under-voltage or under-frequency relay controls that trip the Facility’s feeder or breaker upon detection of the specified Contingency Condition parameters. Any automatic load-shed scheme must be coordinated with the TSP and ERCOT to ensure it operates correctly and does not interfere with other protection systems. The settings for these devices shall be reviewed and approved by the TSP and ERCOT as part of the study process for the GRL designation, and the Load shall not change those settings without prior written approval from ERCOT and the TSP.

4.2 **On-Site Generation Islanding:** If the Facility has on-site generation resources (such as backup generators or energy storage) capable of supplying some or all of the Facility’s load, the Load may utilize an islanding scheme. In such case, upon a Contingency Condition the Facility can isolate from the ERCOT grid and seamlessly transition to its on-site generation, thereby dropping its net import from the grid to the Contingency Load Level (potentially 0 MW if the on-site generation can meet the entire load). The Load shall ensure that any islanding and re-synchronization is done in accordance with ERCOT requirements for safety and reliability. The islanded operation must be equipped with appropriate protection to prevent unintended back-feed into the ERCOT System and to maintain power quality within the Facility while islanded.

4.3 **Manual Curtailment Procedures:** In addition to automatic systems, the Load shall have **manual procedures** in place to reduce the Facility’s load if called upon by ERCOT for reliability. ERCOT may issue a directive via the Qualified Scheduling Entity (QSE) or directly to the Load’s control center to shed load at the Facility. The Load shall respond without delay and ensure operators can curtail or disconnect the Facility promptly if an automated scheme has not already done so. Manual curtailment serves as a backup to automatic controls and may also be used to keep the Facility at or below the Contingency Load Level for the duration of the event. The TSP and ERCOT will include the Facility in any load shed plans or Remedial Action Schemes as appropriate, and the Load agrees to comply with such plans.

4.4 **Resumption of Normal Operations:** After the contingency has passed and ERCOT notifies that normal operations can resume, the Load shall coordinate with the TSP and ERCOT before re-energizing the Facility (if it was disconnected) or re-synchronizing any islanded generation. The Load must ramp up the Facility’s load in a controlled manner as directed by ERCOT to avoid sudden stress on the system. ERCOT and TSP will treat the Facility as any other firm load once the Contingency Condition is resolved and shall restore it in accordance with system restoration priorities and procedures.

**5. Telemetry, Monitoring, and Testing**

5.1 **Telemetry Requirements:** The Load shall provide Real-Time telemetry to ERCOT and the TSP for the Facility, in accordance with ERCOT requirements for telemetered point loads or resources. At a minimum, telemetry must include the Facility’s instantaneous load level (MW), the status of the interconnection breaker or other disconnect device (open/closed), and status/outputs of any on-site generation. If an automatic load shedding or islanding scheme is employed, the status (armed/tripped) of that scheme or relay trigger should also be telemetered. Telemetry data shall be transmitted via a secure communication link to ERCOT’s Energy Management System and the TSP’s control center with the same scan rate and quality as other critical facilities, allowing ERCOT to monitor compliance in real time. The Facility’s telemetry points and communication protocol shall be established during integration testing before this Agreement takes effect.

5.2 **SCADA and Alarm Monitoring:** ERCOT and the TSP will incorporate the Facility’s telemetry into their Supervisory Control and Data Acquisition (SCADA) systems. ERCOT will set up appropriate alarms or indicators to detect if the Facility’s load exceeds the Contingency Load Level during a declared Contingency Condition, or if telemetry is lost. The Load shall promptly respond to any telemetry failures; a loss of telemetry may be considered a breach if not corrected, as it hampers ERCOT’s ability to monitor the GRL status. The Load must also maintain historical data logs of the Facility’s load and provide those to ERCOT upon request for compliance verification.

5.3 **Testing and Demonstration:** The Load shall participate in any required testing of the Facility’s curtailment capabilities. ERCOT or the TSP may require a demonstration test (for example, a simulated contingency or a scheduled temporary disconnection) at least annually to verify that the automatic and manual curtailment mechanisms function as intended and that the Facility can indeed reduce load to the Contingency Load Level within the required timeframe. Reasonable advance notice will be given for any such test. The Load is responsible for coordinating the test with the Facility’s operations to avoid undue disruption, but must treat the test with the same urgency as an actual event. The results of the test (including peak load before curtailment, the achieved load level, and the time taken to curtail) shall be reviewed by ERCOT and the TSP. If the test reveals any deficiency (e.g., the Facility did not drop load sufficiently or equipment malfunctioned), the Load must promptly correct the issue and may be required to re-test. ERCOT may also require additional testing after any significant change to the Facility’s load equipment, on-site generation, or protection systems.

5.4 **Ongoing Monitoring and Reporting:** The Load shall notify ERCOT and the TSP of any changes at the Facility that could affect its GRL performance, such as the addition of new load equipment, changes in on-site generation capacity, or modifications to protection schemes. Such notice shall be provided via the ERCOT Notice of Change of Information process (Section 23, Form E) in a timely manner. Additionally, the Load may be required to submit periodic attestation that the Facility remains capable of meeting the GRL obligations (similar to other ERCOT attestations in Section 23 forms). ERCOT may audit the Facility’s equipment and records to ensure compliance with this Agreement and may require the Load to provide documentation or allow site visits for verification.

**6. Load and TSP Obligations; Non-Compliance**

6.1 **Adherence to Operating Instructions:** The Load (and the Facility’s operator, if different) shall comply with all valid instructions, directives, and procedures issued by ERCOT or the TSP related to the operation of the Facility as a GRL. This includes emergency instructions to shed load, test notifications, and any remedial directives following an event. Failure to follow ERCOT’s operating instructions is a serious violation under ERCOT Protocols and this Agreement.

6.2 **Facility Maintenance and Availability:** The Load shall maintain the Facility’s electrical equipment, control systems, and any on-site generation in good working order so that the GRL commitments can be met at all times. The Load must notify ERCOT and the TSP in advance if the Facility or its control schemes will be out of service or in a state that would prevent the required curtailment (for example, if the automatic trip relay is out of service for maintenance, or backup generators are offline). Such outages should be minimized and ideally scheduled during periods of low risk. If a Contingency Condition arises while the Facility’s curtailment systems are known to be inoperative, the Load must take alternate steps (including manual curtailment to a lower level) to provide equivalent reliability relief, and ERCOT must be informed so it can take any other necessary grid actions.

6.3 **Non-Compliance and Events of Default:** The following will constitute a breach of this Agreement by the Load (an Event of Default): (a) the Load fails to reduce the Facility’s load to the Contingency Load Level (or lower) during a Contingency Condition, *unless* the failure is due to a verifiable ERCOT or TSP error and not within the Load’s control; (b) the Load fails to maintain or operate the required automatic curtailment equipment, or disables such equipment without authorization; (c) the Load fails to provide or maintain telemetry as required, or obstructs ERCOT’s monitoring; or (d) any material representation by the Load in this Agreement or related certification is false or misleading. In addition, if the TSP fails to uphold obligations (for example, by not coordinating on RAS or failing to notify of relevant outages), that may constitute a breach by the TSP.

6.4 **Notice and Cure:** If any Party (typically ERCOT or the TSP) believes the Load is in non-compliance or default, notice describing the alleged breach shall be provided to all Parties. The Load will have a reasonable cure period to explain and correct the issue if it is curable. However, failure to actually shed Load during an emergency event (6.3(a) above) is considered an immediate threat to system reliability and may not be curable by later action – ERCOT may take enforcement action without waiting for a cure period in that case.

6.5 **Consequences of Load Default:** In the event the Load commits a material breach of this Agreement or fails to cure a default as required, ERCOT may, at its discretion, take one or more of the following actions in addition to terminating the Agreement per Section 2.3:

* **Revocation of GRL Status:** ERCOT may revoke the Facility’s Guaranteed Reliability Load designation, effective immediately or as soon as practicable. The Facility would then be treated as a regular firm load in all planning and operations studies. The Load may be required to re-apply for any special status or programs as a new load interconnection if it wishes to regain GRL status in the future.
* **Reliability Remediation and Restudy:** The TSP and ERCOT will perform studies to determine if the Facility’s continued service at full load requires transmission upgrades or other mitigation. If so, ERCOT may require that the Facility’s load be limited or partially curtailed during certain conditions until such upgrades are completed. The Load may bear cost responsibilities for any upgrades identified due to the loss of the GRL status, consistent with ERCOT planning procedures and any applicable regulatory requirements.
* **Penalties and Fees:** The breach may be referred to the ERCOT Compliance department and the Public Utility Commission of Texas (PUCT) as a violation of ERCOT directives or Protocols. The Load could be subject to administrative penalties or fees under the PUCT rules or ERCOT Protocols for failing to shed load as agreed during a reliability event, in a manner similar to other reliability infractions.
* **Disconnection or Load Limitation:** In extreme cases, if the Facility poses an ongoing threat to grid reliability (for example, if a Contingency Condition is still active or likely to recur), ERCOT may direct the TSP to physically disconnect the Facility or limit its load until the issue is resolved. The TSP shall cooperate with ERCOT in taking such action if ordered, notwithstanding any other service agreements, to protect overall system reliability.

6.6 **Notification of Revocation:** If the Facility’s GRL status is revoked or this Agreement is terminated due to Load’s non-compliance, ERCOT will update its planning and operations models accordingly and issue notice to the market (to the extent such notice is provided for other load removals or changes in status). The Load will also be formally notified and such revocation may be reported in ERCOT’s quarterly or annual reliability reports as applicable. The Load shall not represent the Facility as having GRL capabilities after revocation, and any future requests for GRL designation will be treated as new applications with demonstrated evidence of capability.

6.7 **TSP Obligations and Remedies:** The TSP shall fulfill its obligations as outlined in this Agreement, including coordinating on the definition of Contingency Conditions, maintaining any TSP-owned equipment (such as special protection scheme components) necessary for the GRL implementation, and honoring the planning assumptions (i.e., treating the Facility’s load as reduced in contingency studies). If the TSP fails to do so and such failure materially harms the Load or frustrates the purpose of this Agreement, the Load may seek dispute resolution as provided in Section 9. However, nothing in this Agreement shall be construed to relieve the Load of its primary responsibility to curtail load as needed for reliability.

**7. Liability and Indemnification**

7.1 **Limitation of Liability:** Except as may be expressly provided in the ERCOT Protocols or applicable law, no Party shall be liable to any other Party for any consequential, indirect, punitive, or exemplary damages, loss of profits, or other business interruption costs arising out of or related to performance or non-performance under this Agreement. The Parties acknowledge that curtailment of the Facility’s load pursuant to this Agreement is a deliberate and agreed-to action for reliability and, as such, the Load waives any claims against ERCOT or the TSP for damages or costs resulting from proper execution of a required load curtailment or disconnection under Contingency Conditions. This waiver includes any claim for financial losses due to interrupted service, as the Load (and its end-use customer, if different) have agreed to such interruption as a condition of the GRL status.

7.2 **Indemnification by Load:** To the fullest extent allowed by law, the Load shall indemnify, defend, and hold harmless ERCOT, the TSP, and their directors, officers, employees, and agents, from and against any third-party claims, demands, liabilities, and expenses (including reasonable attorney’s fees) arising from the Load’s performance or failure to perform under this Agreement, except to the extent such claims result from the gross negligence or willful misconduct of the party seeking indemnity. This includes, but is not limited to, claims by the Facility’s end-use customer or facility owner for loss or damage due to the mandated curtailments, or claims arising out of the Load’s equipment operations (for example, if a generator islanding malfunction causes harm to TSP’s system).

7.3 **Indemnification by TSP:** The TSP agrees to indemnify, defend, and hold harmless ERCOT and the Load (including their officers, employees, etc.) from any third-party claims arising from the TSP’s failure to carry out actions or obligations it is responsible for under this Agreement (for instance, if the TSP’s protection scheme or coordination failure causes damage to the Facility’s equipment), except to the extent caused by gross negligence or willful misconduct of the Load or other party.

7.4 **No Third-Party Beneficiaries:** This Agreement is made solely for the benefit of the Parties, and no third party shall have any right or cause of action under this Agreement. Nothing in this Agreement shall be construed to create any duty or standard of care to any person not a Party, and no modification or waiver of any provision shall be valid unless agreed in writing by all Parties.

7.5 **Compliance with Protocols:** The Parties acknowledge that they remain subject to the liability limitations and indemnification provisions contained in the ERCOT Protocols (for example, any general indemnity obligations of Market Participants to ERCOT, and vice versa, as provided in Section 16 of the Protocols or other applicable sections). This Agreement does not enlarge or restrict those provisions except as specifically set forth herein for the particular context of the GRL obligations. In case of any conflict between this Section 7 and any indemnity or liability provision in the Protocols Agreements, the provision that provides greater protection against liability for ERCOT shall prevail (since ERCOT’s willingness to enter this Agreement is predicated on not increasing its risk exposure).

**8. Confidentiality**

8.1 **Confidential Information:** The Parties anticipate that certain information exchanged in the execution and performance of this Agreement may be considered confidential or Protected Information under the ERCOT Protocols (for example, detailed load characteristics of the Facility, relay settings, test results, etc.). Each Party agrees to treat all non-public information received from another Party in connection with this Agreement as confidential, and to use it solely for the purposes of fulfilling their obligations hereunder and in accordance with ERCOT’s confidentiality rules. ERCOT shall maintain the confidentiality of Load and Facility-specific information to the extent required under Section 1 of the ERCOT Protocols and related confidentiality agreements that the Load and TSP have executed with ERCOT.

8.2 **Permitted Disclosures:** Notwithstanding the above, information may be disclosed by a receiving Party to the extent required by law, regulation, or court order, or to the extent it is disclosed to the Public Utility Commission of Texas or other regulatory authorities under proper confidentiality protections. ERCOT may include aggregate or non-identifying information about GRLs in public reports or studies (for example, indicating total MW under GRL agreements), so long as individual Facility data is not revealed without consent. The Load and TSP shall also be permitted to share necessary information about the Agreement with the end-use customer or Facility owner/operator (if they are different from the Load) under appropriate confidentiality arrangements, to ensure that all parties involved in operations understand the obligations.

8.3 **Duration of Confidentiality:** This confidentiality obligation survives the termination of this Agreement for a period of at least three (3) years or for as long as the ERCOT Protocols require similar confidentiality (whichever is longer). The Parties agree that breach of confidentiality may result in irreparable harm, and the injured Party is entitled to seek immediate injunctive relief in addition to any other remedies.

**9. Dispute Resolution**

9.1 **Good Faith Resolution:** The Parties shall first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement (a “Dispute”) through negotiations at the operational level. If a Dispute cannot be resolved by the personnel directly involved, it shall be escalated to higher management within the respective organizations of the Parties.

9.2 **ERCOT Protocols ADR Procedures:** Any Dispute that remains unresolved after reasonable attempts at negotiation shall be resolved in accordance with the dispute resolution procedures set forth in the ERCOT Protocols, including but not limited to any Alternative Dispute Resolution (ADR) provisions provided in Section 20 of the Protocols (or any successor section). The Parties agree to participate in such mediation, arbitration, or technical dispute resolution process as required by the Protocols before seeking any other forum.

9.3 **PUCT or Court Jurisdiction:** If a Dispute is not subject to resolution under the ERCOT Protocols, or if the Protocols permit a Party to pursue the matter externally, the Parties agree that the Public Utility Commission of Texas (PUCT) has jurisdiction over certain disputes involving ERCOT and market participants. To the extent the PUCT has jurisdiction and a Party seeks resolution at the PUCT, the other Parties shall not object to the PUCT’s exercise of jurisdiction. For any disputes not under PUCT jurisdiction (for example, purely contractual matters or third-party claims for indemnity), the Parties agree to the exclusive jurisdiction of the state or federal courts located in Travis County, Texas. This Agreement shall be governed by the laws of the State of Texas, without regard to conflict-of-law principles.

9.4 **Continued Performance:** Pending resolution of any dispute, the Parties shall continue to perform their obligations under this Agreement to the extent practicable. The existence of a dispute does not excuse the Load from continuing to comply with curtailment obligations in an emergency, or the TSP and ERCOT from carrying out necessary instructions—those reliability actions shall proceed even if subject to later dispute.

**10. Miscellaneous Provisions**

10.1 **Amendment:** This Form T Agreement is an ERCOT Standard Form agreement. Except for the filling in of Facility-specific details and other variable information, no alterations or modifications to this standard form are valid unless approved through the ERCOT stakeholder process and filed as an official revision to the ERCOT Protocols (per Protocol Section 1.2, Revision Request Process). Any attempted amendment or addendum to this Agreement by the Parties (aside from completing blanks or attaching agreed exhibits) shall be void and of no effect. ERCOT may update this standard form from time to time as needed, and Section 2.3 provides the mechanism for transitioning to an updated form if one is adopted.

10.2 **Assignment:** No Party may assign or transfer its rights or obligations under this Agreement to any third party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, ERCOT may assign this Agreement to any successor organization that assumes its grid operator functions without consent, and the Load may assign its rights/obligations to a new Load for the Facility (or the TSP to a successor TSP for the area) as long as the successor is duly qualified with ERCOT and agrees in writing to be bound by this Agreement. Any assignment not in compliance with this provision is void. This Agreement shall be binding upon and inure to the benefit of the Parties’ respective successors and permitted assigns.

10.3 **Notices:** Formal notices and communications regarding this Agreement (including termination notices, default notices, or any changes to Facility status) shall be in writing and delivered to the respective Party’s notification contacts as specified below (or updated via Form E as noted in Section 5.4). Each Party’s initial notice contact information is set forth in Exhibit B. Routine operational communications (such as dispatch instructions or outage coordination) may be made through the usual ERCOT and TSP operational contact channels and do not require formal notice to the addresses in Exhibit B.

10.4 **Entire Agreement:** This Agreement, including its exhibits and any documents incorporated by reference (such as applicable ERCOT Protocols and Planning Guide provisions), constitutes the entire agreement among the Parties with respect to the subject matter hereof. It supersedes all prior discussions, agreements, or understandings (written or oral) on this topic, and there are no third-party beneficiaries. In executing this Agreement, no Party is relying on any representation or promise that is not expressly stated herein.

10.5 **Severability:** If any provision of this Agreement is determined by a court or regulatory authority of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be deemed severed from this Agreement and the remaining provisions shall remain in full force and effect. The Parties shall endeavor in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that as closely as possible achieves the intended economic and operational effect of the original provision.

10.6 **Headings:** The section headings and titles in this Agreement are for convenience of reference only and shall not be used to interpret or construe the meaning of any provisions of this Agreement.

10.7 **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signatures delivered electronically (for example, via PDF) shall be deemed effective as originals.

*IN WITNESS WHEREOF*, the Parties have executed this Guaranteed Reliability Load Operating Agreement as of the Effective Date by their duly authorized representatives.

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

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

Name:

Title:

Date:

***Load Serving Entity (LSE):***

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

Name:

Title:

Date:

***Transmission Service Provider (TSP):***

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

Name:

Title:

Date:

**Exhibit A – Facility Details and Contingency Load Obligations** (Reference Section 3.2)

* Facility Name/ID:
* Location / Delivery Point: Substation or Node Name

County

* Normal Peak Demand (Max MW):
* Guaranteed Reliability Load (GRL) Peak (Normal Conditions):
* Contingency Load Level under N-2 Event:
* Contingency Load Level under N-1-1:
* Specific Contingency Scenarios Applicable:
* On-site Generation Capacity (if any):

**Exhibit B – Notice and Contact Information** (Reference Section 10.3)

**If to ERCOT**:

Electric Reliability Council of Texas, Inc.

8000 Metropolis Drive (Building E), Suite 100

Austin, Texas 78744

Tel No. (512) 225-7000

Attn: ERCOT Legal Department

If to Load:

[Insert Participant Name]

[Insert Contact Person/Dept.]

[Insert Street Address]

[Insert City, State Zip]

[Insert Telephone]

If to TSP:

[Insert Participant Name]

[Insert Contact Person/Dept.]

[Insert Street Address]

[Insert City, State Zip]

[Insert Telephone]

*(The above contacts may be updated by submitting a formal notice of change per ERCOT procedures, e.g., Section 23 Form E.)*