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| NPRR Number | [1284](https://www.ercot.com/mktrules/issues/NPRR1284) | NPRR Title | Guaranteed Reliability Load Process |
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| Date | | July 11, 2025 | |
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| Submitter’s Information | | | |
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| Cell Number | |  | |
| Market Segment | | Industrial Consumer | |

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| Comments |

Google appreciates the opportunity to comment on Nodal Protocol Revision Request (NPRR) 1284, as well as the discussion from the June 17, 2025, Planning Working Group (PLWG) meeting regarding its companion Planning Guide Revision Request (PGRR) 126.  
  
This NPRR is timely because other Regional Transmission Organizations (RTOs) are currently engaged in similar conversations aimed at resolving the disconnect between the immediate demand for interconnection and the long-term planning requirements of electrical infrastructure.

Google supports the general spirit of this NPRR which aims to allow loads to interconnect provisionally while system upgrades are implemented to achieve full firm service and is currently piloting a program in other RTOs. The flexibility allows large loads to commence operations and generally maximize system utilization while still maintaining grid reliability until upgrades for firm service are completed.

The following edits reflect practices Google has agreed to with other utilities and grid operators. They aim to simplify the use case for ERCOT and Transmission and/or Distribution Service Providers (TDSPs) while still providing clear planning guardrails for loads. Google’s edits reflect the following principles:

1. **No Preferential Treatment:** Provisional load should not receive preferential treatment to firm load. Rather, it should be considered a “bridge-product” that allows for interconnection without altering upgrade costs or limiting service to loads with firm interconnection requests.
2. **Voluntary Participation:** Loads may opt not to take provisional service and instead wait for system upgrades. This choice should not affect the timeline for firm service, nor should the integration of other provisional loads negatively impact firm service interconnections.
3. **Definitive Time Limitations:** This service should have definitive time limitations. If a load wishes to use this service longer than a prescribed period for firm service, it should assess its options under the controllable load process.
4. **Focus on Transmission Reliability:** It is Google’s belief the intent of this NPRR is meant to address transmission reliability issues, not resource adequacy issues.

In addition to these tenets, Google poses the following questions to Transmission and/or Distribution Service Providers (TDSPs), ERCOT, and stakeholders broadly to ensure a comprehensive approach and address key implementation considerations:

If there is greater flexibility on the use case (e.g., removing specific contingency requirements to a general dispatch requirement) what is the believed value this brings to the market (i.e., how many additional MWs could interconnect)?

How can additional non-firm MWs be considered in reference and above and beyond current firm service levels of existing, connected loads?

Could this service effectively blend with an existing process despite its different use case criteria?

What additional protections are needed to assure the protection of loads seeking firm service?

Google looks forward to continued discussion on this and appreciates ERCOT’s consideration.

**Additional Specific Feedback**

Google also offers the following specific feedback for consideration:

* Section 2: Google made clarifying edits and created the definition of “Provisional Load”
* Section 3.11.7: Google made significant edits intended to reflect that provisional service is a temporary condition until full service could be provided.
* Section 4.2: Google has generalized this section to reflect the use of on-site generation to reach the defined Contingency Load Level. The language as drafted does not prevent the “islanding” of any load but also allows greater flexibility for alternate behind the meter generation arrangements. Google has retained language preventing net-export of behind the meter generation, but questions whether this protocol should allow for some flexibility provided the net-export is appropriately studied and reported.
* Section 4.3: Google struck Section 4.3 as Section 4.1 appropriately accounts for either automatic or manual curtailment schemes provided all parties agree to such schemes.

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| Revised Cover Page Language |

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| NPRR Number | [1284](https://www.ercot.com/mktrules/issues/NPRR1284) | NPRR Title | Provisional Load Service |
| Nodal Protocol Sections Requiring Revision | | 2.1, Definitions  2.2, Acronyms and Abbreviations  3.11.7, Provisional Load Service (PSL) (new)  3.11.7.1, Provisional Load Service Process (new)  3.11.7.2, Transmission Upgrade Determination (new)  3.11.7.3, Interim Operating Requirements (new)  3.11.7.4, Termination of PL Status (new)  3.11.7.5, Compliance Monitoring (new)  23, Form T, Provisional Load Service Agreement (new) | |
| 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. | |

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| Revised Proposed Protocol Language |

**2.1 DEFINITIONS**

**Provisional Load**

All or part of a Load that has elected to temporarily utilize Provisional Load Service (PLS).

**Provisional Load Service (PLS)**

A temporary service for interconnecting Load with an expected peak Demand greater than or equal to 75 MW for which the interconnection of the total amount of Load necessitates system upgrades, that as a temporary condition of its interconnection, agrees to ensure transmission reliability by either curtailing all or part of its real power demand when instructed by ERCOT for certain system conditions designated in the study process. A Load with PLS shall be designated as a Provisional Load (PL) and operate under a contractual agreement (Section 23, Form T, Provisional Load Service Agreement) obligating it to take such actions until the transmission upgrades needed for full firm service are completed, after which the PLS designation is terminated for that Load.

**2.2 ACRONYMS AND ABBREVIATIONS**

**PL** Provisional Load

**PLS** Provisional Load Service

***3.11.7 Provisional Load Service (PLS)***

(1) This Section applies to any interconnecting Load with total Demand greater than or equal to 75 MW that elects to leverage Provisional Load Service (PSL) pursuant to the ERCOT Planning Guide and that has executed Section 23, Form T, Provisional Load Service Agreement, with ERCOT.

**3.11.7.1 Provisional Load Service Process**

(1) An interconnecting Load utilizing PLS 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, Provisional Load Service.

(2) Loads utilizing PLS shall not be modeled as interruptible Load for the purpose of identifying required Transmission Facility upgrades under normal system conditions.

(3) ERCOT shall ensure that the applicable Full Interconnection Study (FIS) or other planning assessment for the PL includes analysis of the ERCOT System with the Load modeled at its forecast maximum Load. If the FIS indicates all or part of the Load cannot be reliably served without upgrades, the Load may request Provisional Load Service for all or part of its requested interconnection amount. ERCOT and the Transmission Service Provider (TSP) shall determine what, if any, load can be reliably integrated with Provisional Load Service until such time as the necessary upgrades are completed.

(4) PLs shall not receive preferential treatment for firm service relative to other loads in a study queue. Firm services shall continue to be granted in the order in which a load interconnection request is received.

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**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 PL under the assumption that the PL’s total Load is fully firm.

(2) Any Transmission Facility improvements identified in the planning process to support the full Load of a PL 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 Provisional Load Service, the Load may 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 PL 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 PL 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 PL 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 PL Status**

(1) The PL 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 PL’s interim operating obligations are satisfied and that the Section 23, Form T agreement is terminated.

(3) Following the termination of PL 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 PL’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 PL, 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 PL, up to and including Load disconnection if necessary.

**ERCOT Nodal Protocols**

**Section 23**

**Form T: Provisional Load Service Agreement**

**TBD**

**Provisional Load Service Agreement**

This Provisional Load Service 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 Provisional Load (PL) 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 PL 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 Provisional Load (PL) 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 PL 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 Provisional Load (PL). 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. Provisional Load Service and Load Reduction Obligations**

3.1 **Contingency Conditions:** For purposes of this Agreement, “Contingency Condition” are defined in Planning Guide Section 4.1.1.9, that triggers the Facility’s reliability obligations:

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 Contingency Load Level is the firm level of service the TSP and ERCOT have determined can be reliably served in accordance with ERCOT Planning Guide Section 9. 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**”). The Contingency Load Level may be equal to zero (complete disconnection). 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.

**3.4 Limitations of PL Obligation:** A PL’s obligation shall be limited to:

* 100 hours per calendar year
* 50 events per calendar year
* 10 hours per event
* 1 event per day

**4. Curtailment Mechanisms and Operations**

4.1 **Load Curtailment Procedure:** The PL shall reduce the instantaneous load demand within one hour of notice or isolate the Facility upon receipt of instruction The load curtailment, and any necessary equipment, scheme shall be mutually agreed upon by all parties and comply with the ERCOT Protocols. Any load curtailment scheme must be coordinated with the TSP and ERCOT to ensure it operates correctly, does not interfere with other protection systems, and does not disrupt system stability. The load reduction scheme shall be reviewed and approved by the TSP and ERCOT as part of the study process for the PL designation, and the Load shall not deviate from without prior written approval from ERCOT and the TSP.

4.2 **On-Site Generation:** A PL Facility may use on-site generation resources (such as backup generators or energy storage) capable of supplying some or all of the Facility’s load, provided the net-load at the point of interconnection reflects the Contingency Load Level for the entire duration for which the PL is ordered to curtail. The PL shall ensure that any curtailment and re-synchronization is done in accordance with ERCOT requirements for safety and reliability. The on-site generation 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 **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 returning to the Provisional Load Peak. 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 Facility shall provide Real-Time telemetry to ERCOT and the TSP for the Load, 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. 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:** Prior to approval, the Load must participate in any required testing to demonstrate the Facility’s curtailment capabilities. ERCOT or the TSP may require a subsequent test every two years to verify that the agreed Curtailment Scheme functions 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 PL shall notify ERCOT and the TSP of any changes at the Facility that could affect its PL 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 PL may be required to submit periodic attestation that the Facility remains capable of meeting the curtailment 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 PL to provide documentation or allow site visits for verification.

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

6.1 **Adherence to Operating Instructions:** The PL (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 PL. 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 PL shall maintain the Facility’s electrical equipment, control systems, and any on-site generation in good working order so that the PL commitments can be met at all times. The PL 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 PL (an Event of Default): (a) the PL 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 PL fails to maintain or operate the required automatic curtailment equipment, or disables such equipment without authorization; (c) the PL 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 PL will have a reasonable cure period to explain and correct the issue if it is curable. However, failure to curtail load to the Contingency Load Level 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 PL 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 PL Status:** ERCOT may revoke the Facility’s Provisional Load (PL) designation, effective immediately or as soon as practicable and require the Load operate at the Contingency Load Level. The Load may be required to re-apply for any special status or programs as a new load interconnection if it wishes to regain PL 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 PL may bear cost responsibilities for any upgrades identified due to the loss of the PL 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.
* **Load Limitation:** If the Load continues to Default on its PL obligations, ERCOT may limit its load to its Contingency Load Level until the issue is resolved or the appropriate upgrades have been completed for firm Load service.

6.6 **Notification of Revocation:** If the Load’s Provisional Load Service (PLS) is revoked or this Agreement is terminated due to 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 as having PLS after revocation, and any future requests for PL 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 PL implementation, and honoring the planning assumptions (i.e., treating the 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 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 PL 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 PL 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 PLs in public reports or studies (for example, indicating total MW under PL 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:** The confidentiality of this Agreement shall be in effect consistent with the Protocols as is afforded all Loads in the ERCOT footprint. 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

* Planned Peak Demand (Max MW):
* Provisional Load Peak (Normal Conditions):
* Contingency Load Level:
* 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.)*