**Rate Schedule No. [\_\_]**

**REIMBURSEMENT AGREEMENT**

**BETWEEN**

**[NATIVE BA]**

**AND**

**[GENERATOR OWNER]**

# Reimbursement Agreement

 This Reimbursement Agreement (the “Agreement”) is entered into as of [insert date] between [Generator Owner] (“Generator Owner”) and [Native BA] (“Native BA”).

**Recitals**

1. Generator Owner has requested that [insert amount] megawatts of generator output from the [insert description] generation facility owned or controlled by Generator Owner located at [insert street address, city, state, zip] (“Resource”) be Pseudo-Tied as a generator into the [insert name of Attaining BA] (“Attaining BA”) region and, in connection with such request, seeks to implement all necessary arrangements to allow the Resource to be treated as a Pseudo-Tied generator, as that term is defined by the North American Electric Reliability Corporation.
2. Generation Owner understands and recognizes that, for its Resource to meet all Attaining BA requirements, including but not limited to those in the Attaining BA operating manuals and governing documents, to be Pseudo-Tied to the Attaining BA region, and to permit effective implementation and administration of such Pseudo-Tie, Native BA’s models and other Native BA systems may require modifications to ensure an accurate representation of the Resource and other bulk power facilities that may not otherwise be required.

# CONFIDENTIALITY

1. Generator Owner agrees to provide all information requested by Native BA necessary to determine any modifications to the models and other systems that are required for effective implementation and administration of the Pseudo-Tie for the Resource. Any such information designated by Generator Owner as confidential shall be maintained as confidential by Native BA.

# COST RESPONSIBILITY, BILLING AND PAYMENT

1. Upon completion of review of its model, other systems, or both, Native BA shall provide Generator Owner with a good faith estimate of its actual costs to effectuate any modifications to its models and any other systems needed to accommodate the Pseudo-Tie of the Resource.
2. Native BA shall provide Generator Owner with an invoice of its actual costs (including any related costs incurred for work completed on Native BA’s behalf) of determining and effectuating any modifications to the models and any other systems needed to accommodate the Pseudo-Tie of the Resource. Generator Owner shall pay such invoices to Native BA within 20 calendar days of Generator Owner’s receipt of the invoice.
3. If Native BA determines that no modifications to the models and any other systems are needed to accommodate the Pseudo-Tie of the Resource, Generator Owner will have no cost responsibility under this Reimbursement Agreement.
4. If Generator Owner notifies Native BA that it no longer plans to proceed with the Pseudo-Tie, or Native BA determines that Native BA cannot accommodate the Pseudo-Tie, then Native BA shall terminate work under this Agreement. Generator Owner shall be responsible for any costs incurred by Native BA (including costs incurred for work completed on Native BA’s behalf) prior to the termination of such work, as well as any costs necessary for Native BA to restore the models and any other Native BA systems to a safe and reliable manner.

# REGULATORY FILING, EFFECTIVENESS, AND TERM

1. Native BA shall file this Agreement with the Federal Energy Regulatory Commission (the “Commission”).
2. This Agreement shall become effective on the date set forth by the Commission in its order accepting this Agreement for filing. **[Internal Note: parties should request an effective date that is at least 60 days after date last party signed the agreement.]**
3. This Agreement shall be for a term of 2 years from the effective date, after which it shall terminate under its own terms. No later than 60 days prior to the expected termination date, Native BA shall make a Notice of Cancellation filing with the Commission to effectuate the termination of this Agreement.

# DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY

1. This Reimbursement Agreement is not intended, nor shall it be interpreted, to constitute agreement by Native BA to implement a Pseudo-Tie of the Resource.
2. This Reimbursement Agreement is not intended, nor shall it be interpreted, to constitute agreement by Native BA: (1) that Generator Owner has met any requirement in Attaining BA’s governing documents; or (2) to provide Generator Owner an exception to any requirements in Attaining BA’s governing agreement.
3. In no event will Native BA, transmission owner(s) or other subcontractors employed by Native BA be liable for indirect, special, incidental, punitive, or consequential damages of any kind including loss of profits, whether under this Agreement or otherwise, even if Native BA, transmission owner(s), or other subcontractors employed by Native BA have been advised of the possibility of such a loss. Nor shall Native BA, transmission owner(s), or other subcontractors employed by Native BA be liable for any delay in delivery or of the non-performance or delay in performance of Native BA’s obligations under this Reimbursement Agreement. Without limitation of the foregoing, Generator Owner further agrees that transmission owner(s) and other subcontractors employed by Native BA to prepare or assist in the incorporation of transmission facilities not currently included in Native BA’s model or effectuate other system modifications but which are required to accommodate treating Resource as Pseudo-Tie shall be deemed third party beneficiaries of this provision entitled “Disclaimer of Warranty/Limitation of Liability.”

# MISCELLANEOUS

1. Notice. Any notice or request made to or by either party regarding Reimbursement Agreement shall be made to the representative of the other party as indicated below.

# Native BA

[insert name of Native BA]

Ann: [insert name, title]

[insert street address]

[insert city, state zip]

[insert phone number]

[insert email address]

# Generator Owner

[insert name of Generator Owner]

Ann: [insert name, title]

[insert street address]

[insert city, state zip]

[insert phone number]

[insert email address]

1. Governing Law. The validity, interpretation and performance of this Agreement and each of its provisions shall be governed by the laws of North Carolina, without regard to its conflicts of law principles.
2. Waiver. The failure of a party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such party. Any waiver at any time by either party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Any waiver of this Agreement shall, if requested, be provided in writing.
3. Amendment. The parties may by mutual agreement amend this Agreement by a written instrument duly executed by the parties.
4. Severability. If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court or other governmental authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.
5. Binding Effect. This Agreement and the rights and obligations hereof, shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
6. No Third Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the parties, and the obligations herein assumed are solely for the use and benefit of the parties, their successors in interest and, where permitted, their assigns.
7. No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the parties or to impose any partnership obligation or partnership liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
8. Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

**[Signatures on following page.]**

**IN WITNESS WHEREOF,** Native BA and Generator Owner have caused this Reimbursement Agreement to be executed by their respective duly authorized signers.

**[NATIVE BA], as Native BA:**

By:

Name:

Title:

Date:

**[GENERATOR OWNER], as Generator Owner:**

By:

Name:

Title:

Date: