

ANNEX 3

**FORM SCHEDULING SERVICE PROVIDER/AGENCY
AGREEMENT**

SCHEDULING SERVICE PROVIDER/AGENCY AGREEMENT

NYISO Customer: _____ (“Customer”)	SSP/Agent: _____ (“Agent”)
Address: _____ _____ _____	Address: _____ _____ _____
Contact Name: _____	Contact Name: _____
Contact Tel.: _____	Contact Tel.: _____
Effective Date: _____ <small style="text-align: center;">As agreed between the NYISO, Customer, and Agent</small>	

THIS SCHEDULING SERVICE PROVIDER/AGENCY AGREEMENT (“Agreement”) is entered into by and between the New York Independent System Operator, Inc. (“NYISO”), Customer, and Agent.

RECITALS

WHEREAS, Customer is (or will be as of the Effective Date) a registered Customer or Limited Customer of the NYISO and has satisfied all applicable requirements for participating in the NYISO-administered markets or otherwise taking service from the NYISO under the NYISO’s Open Access Transmission Tariff or Market Administration and Control Area Services Tariff (together “**NYISO Tariffs**”);

WHEREAS, Agent is (or will be as of the Effective Date) registered with the NYISO as a “Guest” or is a registered Customer or Limited Customer of the NYISO and has satisfied all applicable requirements for such; and

WHEREAS, Customer wishes to appoint Agent as its agent for purposes of undertaking on behalf of Customer scheduling, bidding, and certification functions and otherwise to act on behalf of Customer for all purposes related to Customer’s taking of service under the NYISO Tariffs and the customer registration agreements (if any) identified in an attachment to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the benefits to the parties arising from the terms of this Agreement, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to those terms in the NYISO Tariffs.
2. Effective Date. This Agreement shall be effective as of the first hour of the Effective Date first indicated above.
3. Scope of Agency. Effective as of the first hour of the Effective Date, Customer hereby appoints Agent to serve as its authorized agent for all purposes related to service provided to Customer under the NYISO Tariffs and for all purposes related to the customer registration agreements (if any) identified in an attachment to this Agreement, including:
 - (a) scheduling and bidding in any NYISO market (including the markets for Energy, Ancillary Services, Installed Capacity, TCCs, and Demand Response);
 - (b) scheduling any Bilateral Transactions with the NYISO;
 - (c) performing all certifications required in connection with the NYISO's Installed Capacity market and Installed Capacity obligations;
 - (d) reviewing invoices issued by the NYISO to Customer; and
 - (e) receiving access to all information on or about Customer related to the foregoing and otherwise communicating with the NYISO for all purposes related to service provided to Customer under the NYISO Tariffs and for all purposes related to the customer registration agreements (if any) identified in an attachment to this Agreement.
4. Acceptance by Agent. Agent hereby accepts its appointment as Customer's authorized agent for the purposes described in paragraph 3.
5. Acknowledgement by the NYISO. The NYISO hereby acknowledges that Customer and Agent may enter into a separate agreement between Customer and Agent providing for the payment of fees by Customer to Agent and other matters relating to this Agreement; provided, however, in the event of any conflict between such separate agreement and this Agreement, the provisions of this Agreement shall control.
6. Termination. Any party shall have the right to terminate this Agreement at any time upon thirty (30) days written notice to each of the other parties. Upon termination, Customer shall be responsible for disabling Agent's ability to schedule transactions on behalf of Customer.
7. Customer Responsible for Agent's Actions. Customer acknowledges and agrees that NYISO shall have no obligation to monitor Agent's actions to determine whether those actions are within the scope of authority granted to Agent by Customer. Customer further acknowledges and agrees that Customer is responsible for all actions undertaken by Agent on behalf of Customer and all such actions are at the risk of Customer. Customer hereby ratifies and confirms all transactions and other actions undertaken by Agent on behalf of Customer. For the avoidance of doubt, Customer shall continue to be

responsible for all settlements related to services provided to Customer under the NYISO Tariffs and related to the customer registration agreements (if any) identified in an attachment to this Agreement, whether action is taken directly by Customer or by Agent on behalf of Customer. To the extent that Customer fails to take action to disable Agent's ability to schedule transactions, as required under paragraph 6, this paragraph 7 shall survive termination such that Customer shall continue to be bound by all acts of Agent and assume the risk of Agent's action, shall continue to ratify Agent's actions, and shall continue to be liable for services provided to Customer following termination of Agent.

8. Representations and Warranties. Customer and Agent each represents and warrants to the NYISO, respectively, that: (i) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, (ii) it has the legal power to execute and deliver this Agreement and to perform in accordance with its terms, (iii) all necessary actions have been taken to authorize the execution and delivery of this Agreement and performance in accordance with its terms, (iv) this Agreement is a legal, valid, and binding obligation, and (v) there is no action or proceeding pending or, to its knowledge, threatened before any court, arbitrator, or governmental agency that may materially adversely affect its ability to perform its obligations under this Agreement.
9. Communications. Notices and other communications given pursuant to this Agreement shall be in writing and shall be delivered by hand, facsimile or email (in each case, with confirmation of receipt of delivery) or by certified mail.
10. Amendment and Waiver. The terms and provisions of this Agreement may not be amended or waived without the prior written consent of each of the parties hereto.
11. Entire Agreement. Subject to paragraph 5, this Agreement embodies the entire agreement between the parties with respect to the matters set forth herein and supersedes all prior such agreements.
12. Severability. Should any provision of this Agreement be determined by a court of competent jurisdiction to be unenforceable, all of the other provisions shall remain effective.
13. Governing Law. This Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles (other than Section 5-1401 of the New York General Obligations Law).
14. Counterparts. This Agreement may be executed in two or more counterparts, all of which will be considered one and the same agreement and each of which will be deemed an original.
15. Assignment. This Agreement binds and inures to the benefit of the parties and their respective successors and may not be assigned by any party without the prior written consent of the other parties. Any assignment not in accordance with the provisions of this paragraph 15 shall be null and void.

16. No Third Parties. This Agreement is intended solely for the benefit of the parties and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, any liability to, or confer any right of suit or action on any person not a party to this Agreement.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

CUSTOMER Signature: _____ Print Name: _____ Title: _____	SCHEDULING SERVICE PROVIDER / AGENT Signature: _____ Print Name: _____ Title: _____
NEW YORK INDEPENDENT SYSTEM OPERATOR, INC. Signature: _____ Print Name: _____ Title: _____	

[The signature block below is required to the extent there are customer registration agreements included as part of this Agreement and identified in an attachment to this Agreement. It may be left blank if not applicable.]

Customer and the registered NYISO Customer identified below (“Third Party”) have entered into the customer registration agreement(s) identified in an attachment to this Agreement under which the Third Party designated Customer (as defined above) as the principal party responsible for obligations of the Third Party. In relation thereto, such Third Party acknowledges and consents to the terms of this Agreement.

Company Name: _____

(Full name of counterparty to customer registration agreements)

Signature: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX 1
CUSTOMER REGISTRATION AGREEMENTS (CRAS)

[List below all customer registration agreements included within the scope of agency under this Agreement. Leave this Appendix blank if not applicable.]