

**Schedule D-2**  
**Declaration of Agency for Governmental Entities**

**DECLARATION OF AGENCY FOR GOVERNMENTAL ENTITIES**

This Declaration of Agency (“Declaration”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the following:

PRINCIPAL: \_\_\_\_\_ (“Principal”)

AGENT: \_\_\_\_\_ (“Subscriber Agent”).

**RECITALS**

WHEREAS, PJM Environmental Information Services, Inc. (“EIS”) is the entity that owns and operates the Generation Attribute Tracking System (“GATS”), a software application program that creates an electronic record of generation data representing all of the Attributes (as that term is defined in the Terms of Use) from one MWh of electricity generation from a Generating Unit registered with the GATS tracking system (“Certificate”) or a Certificate imported from a compatible certificate tracking system to uniquely define generation attributes;

WHEREAS, Principal is a subscriber to the GATS and has entered into an agreement with EIS by accepting the Terms of Use located at [www.pjm-eis.com](http://www.pjm-eis.com) or is an entity whose Attributes data are contained in the GATS;

WHEREAS, Principal is a governmental entity/agency that desires to hire and/or contract with Subscriber Agent to access the GATS on its behalf;

WHEREAS, Subscriber Agent and/or Principal may have access to certain confidential information and materials contained in the GATS (the “Confidential Information”); and,

WHEREAS, such access to the GATS by Principal and/or Subscriber Agent is governed by rights and obligations established by or under the Terms of Use for the GATS, the GATS Operating Rules and such other agreements manuals, and practices of EIS, as applicable (the “EIS Agreements”).

**DECLARATION**

NOW, THEREFORE, acknowledging that EIS will rely on the truth, accuracy and completeness of the declarations made below, Principal and Subscriber Agent declare:

**1. Exclusivity of Subscriber Agent’s Authority.**

Pursuant to a binding, legally enforceable agreement entered into by and between Principal and Subscriber Agent, Subscriber Agent is authorized to act for Principal with respect to all activities with EIS regarding Principal’s Attribute data contained in the GATS, including but not limited to creation of Certificates, transferring of Certificates, reviewing reports, making trades of Certificates, receiving bills from EIS and paying the Fees due to EIS (the “Authorized Rights and Responsibilities”). With respect to the Authorized Rights and Responsibilities,

Subscriber Agent is authorized to communicate and transact with EIS as Principal's sole and exclusive agent, and EIS is authorized to communicate and transact directly and exclusively with Subscriber Agent as Principal's agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by EIS to Subscriber Agent.

## **2. Specification of Authorized Rights and Responsibilities.**

In the following parts (a) through (h), Principal and Subscriber Agent specify the rights and responsibilities with respect to which Subscriber Agent is authorized to act for Principal, but only to the extent that Principal has lawful, contractual access to the GATS or rights to the Attributes data contained in the GATS. Specification shall be effective only if both Principal and Subscriber Agent have placed the initials of their authorized representatives in the space provided for each applicable right or responsibility from among the options provided below:

With respect to the Authorized Rights and Responsibilities, Subscriber Agent is authorized to communicate and transact with EIS as Principal's sole and exclusive agent, and EIS is authorized to communicate and transact directly and exclusively with Subscriber Agent as Principal's agent. With respect to Authorized Rights and Responsibilities, Principal will abide by any direction issued by EIS to Subscriber Agent.

(a) Creation and Trading of Certificates

\_\_\_\_\_ Subscriber Agent is authorized to create Certificates in the GATS on Principal's behalf.

\_\_\_\_\_ Subscriber Agent is authorized to trade Certificates in the GATS on Principal's behalf.

(b) Data.

\_\_\_\_\_ Subscriber Agent is authorized to provide data required by EIS with respect to the GATS, including, but not limited to, data required for preparation of required reports and billing.

(c) Reporting and Communications.

\_\_\_\_\_ Subscriber Agent is authorized to review reports created in the GATS for Principal.

\_\_\_\_\_ Subscriber Agent is authorized to communicate with EIS in all matters concerning the Principal's Certificate making.

\_\_\_\_\_ Subscriber Agent is authorized to communicate with EIS in all matters concerning the Principal's Certificate trading.

(d) Terms of Use Rights and Obligations.

\_\_\_\_\_ Subscriber Agent is authorized to act on behalf of Principal with respect to Principal's rights and obligations of the Parties under the Terms of Use.

(e) Billing and Payment Responsibilities.

\_\_\_\_\_ In connection with all Authorized Rights and Responsibilities specified by Principal and Subscriber Agent in any of subparts (a) through (d) of this Section, Subscriber Agent shall be billed for, and shall make payment to EIS for, all charges, penalties, costs and fees. (If this option is not specified, EIS will issue billings to, and collect amounts due from, Principal.)

\_\_\_\_\_ In connection with all Authorized Rights and Responsibilities specified by Principal and Subscriber Agent above, Subscriber Agent is entitled to receive from EIS in Subscriber Agent's account all credits, revenues, distributions, and disbursements. (If this option is not specified, EIS will pay such amounts to Principal.)

(f) Additional Responsibilities.

\_\_\_\_\_ In addition to the rights and responsibilities specified in parts (a) through (e) above, Subscriber Agent has been authorized to act on behalf of Principal as specified on Attachment "A" to this Declaration.

(g) Limitation on Responsibilities.

\_\_\_\_\_ The rights and responsibilities specified in parts (a) through (e) above apply to a limited portion of Principal's facilities or loads located in the PJM Control Area, as specified on Attachment "B" to this Declaration, and to no other facilities or loads of Principal.

### **3. Continuing Responsibilities and Liabilities of Principal.**

3.1 The Authorized Rights and Responsibilities are the only rights, responsibilities and liabilities under the EIS Agreements for which Subscriber Agent is authorized to act for Principal, and Principal retains all rights and responsibilities under the EIS Agreements or otherwise that are not specified by Principal and Subscriber Agent in Section 2.

3.2 For a Principal that has entered into an EIS Agreement, with respect to the Authorized Rights and Responsibilities, and notwithstanding any other provision of this Declaration, Principal is not released from and shall remain liable to EIS for compliance with all of the terms and conditions of the EIS Agreements, indemnification of EIS, defaults of the EIS Agreements committed by Subscriber Agent, and payment of all amounts due or to become due to EIS under the EIS Agreements. Subscriber Agent's authorization to make payment of any such amounts hereunder (if specified in Section 2) shall not release Principal from liability for any obligations to EIS not satisfied by Subscriber Agent, financial or otherwise.

### **4. Reliance and Indemnity, Duty to Inform, Liability Waiver, and Rules of Construction.**

4.1 Principal and Subscriber Agent each recognizes, accepts and intends that EIS will rely upon the truth, accuracy and completeness of the declarations herein in matters including but not limited to assuring compliance with the EIS Agreements. Principal and Subscriber Agent each recognizes and accepts that EIS may suffer losses and damages if any declaration is or becomes untrue, inaccurate or incomplete, and each agrees to indemnify EIS for any such losses and damages.

4.2 Principal and Subscriber Agent each has a continuing duty to notify EIS if and when any declaration herein ceases to be truthful, accurate or complete. Until such time as EIS receives written notification of any change to any declaration, signed by both Principal and Subscriber Agent, EIS shall be entitled to rely perpetually on this Declaration as governing its relationship with Principal and Subscriber Agent as to the subject matter of this Declaration. Any written notice of changes to the declarations herein must be provided to EIS at least thirty days in advance of their effectiveness.

4.3 Nothing in this Declaration shall be construed to create or give rise to any liability on the part of EIS and Principal and Subscriber Agent expressly waive any claims that may arise against EIS under this Declaration. This Declaration shall not be construed to modify any of the EIS Agreements and in the event of conflict between this Declaration and an EIS Agreement, the applicable EIS Agreement shall control.

4.4 Capitalized terms used herein that are not defined herein have the meanings given in the EIS Agreements, as applicable.

4.5 The Recitals are hereby incorporated into the body of this Declaration.

**5. Confidentiality.**

In the context of Subscriber Agent’s access to the GATS on Principal’s behalf, Subscriber Agent may also have access to certain Confidential Information contained therein. Use of the Confidential Information by Subscriber Agent is solely for the purpose of creating and trading Certificates, providing data to EIS, reviewing reports created for Principal in the GATS and the payment of Fees due to EIS under the Terms of Use. Subscriber Agent shall not access any Confidential Information contained in the GATS for any other purpose, including but not limited to the use, sale or other disposition of said information to any third parties for any reason.

It is specifically acknowledged that Subscriber Agent, or its consultants, officers, employees, directors, parent corporation, subsidiaries or other affiliated entities (“Agent Affiliates”) may be market participants in one or all of the PJM markets (“Market Participant”) and/or that they may be in the business of trading Certificates within the GATS or other certificate tracking systems. If Subscriber Agent or any Agent Affiliate is a Market Participant or is in the business of trading renewable energy credit certificates, Subscriber Agent shall establish, implement and enforce appropriate “Chinese wall” policies and procedures to maintain the confidentiality of the Confidential Information obtained by any Subscriber Agent through its access to the GATS so as to prevent the disclosure thereof to any Agent Affiliate.

IN WITNESS WHEREOF, Principal and Subscriber Agent execute this Declaration to be effective as of the date written above or upon receipt of a fully executed original by EIS, whichever date is later.

PRINCIPAL

SUBSCRIBER AGENT

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

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