

STANDARD FORM LETTER
Inverter Based Systems - 0 to 10 kW (Residential & Commercial Facilities)

LETTER OF INDEMNITY

Jamaica Public Service Company Limited
6 Knutsford Boulevard
Kingston 5

Attention:

Dear Sirs:

Re: Indemnity to the Jamaica Public Service Company Limited

_____ ¹ has made an application to enter into the Standard Offer Contract for the Purchase of As-Available Energy from Intermittent Renewable Energy Facilities Up to 100kW ("Standard Offer Contract") with the Jamaica Public Service Company Limited ("JPS").

_____ ¹ and JPS have agreed that Clause 17 of the Standard Offer Contract is not applicable to inverter-based systems up to 10kW for both residential and commercial systems. The renewable energy system to be used by _____ ¹ in connection with the Standard Offer Contract (the "renewable system") falls within this category of systems.

However, it is recognized that the requirement for insurance coverage was intended to mitigate against personal and property damage which may arise as a result of the operation of the renewable system with the three primary concerns being:

- a) Shock hazards for utility line personnel working on a line that may become unexpectedly energized;
- b) Damage to the utility's or customer's equipment resulting from a Distributed Generation ("DG") system operating outside of specifications;
- c) Interference with automated distribution system protection functions, such as reclosing.

The safeguard against such incidents (which are accepted as rare in properly structured jurisdictions) is the use of equipment that has been approved/certified and having a competent electrical inspector.

1 – insert name of supplier

In addition to complying with the terms of the Standard Offer Contract and to utilizing approved and certified equipment, _____¹ hereby confirms that:

- 1) The inverter [used/to be used]in connection with its renewable system has been approved or certified by the Bureau of Standards Jamaica (and proof of such approval or certification will be made available to JPS upon request).
- 2) There [is/will be] the provision for isolation of the renewable system under emergency conditions via a Utility Disconnect Switch that is readily accessible to JPS.
- 3) The installed inverter-based renewable system is subject to an annual test by JPS to verify its continued anti-islanding capability. The complete renewable systems installation is inspected and certified by the Government Electrical Inspector prior to energization or use.

_____¹ agrees that JPS has the right, with no less than twenty-four hours' notice, to inspect and verify the conformance of the renewable system to standards as outlined in the Standard Offer Contract.

In the premises, _____¹ hereby agrees irrevocably to hold harmless and indemnify JPS and all of JPS' employees, affiliates, heirs, successors, and assigns, to the fullest extent permitted by law, from all claims, demands, actions, suits, costs, expenses, damages (including consequential, punitive or exemplary damages), penalties, losses and liabilities, sustained or incurred by JPS as a result of or arising out of the operation of _____¹ s'¹ renewable system PROVIDED that such claim, demand, action, suit, cost, expense, damage, penalty, loss or liability has not been sustained or incurred by JPS as a result of its own negligence or wrongful act or that of its employees, agents, affiliates, heirs, successors and assigns.

Executed this _____ day of _____ 20_____.

Witness:

Name: _____

Indemnifier's
Signature: _____

Signature: _____

Accepted on behalf of Jamaica Public Service Company Limited

By:

Signed:.....

Date:

1 – insert name of supplier