

# Green Choice Program (GCP)

## Overview of Major Changes to Participant Agreement

[Release January 27, 2025](#)

Energy has provided an overview highlighting material changes that have been made in the final Participant Agreement since its release to Participants in the summer of 2024. Kindly note that the 'Participant Agreement Section' column reflects the section headers in the final template Agreement. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

Mild edits, clarifications or other minor changes were requested, those edits were made within the confines of the agreement.

Participant Agreement Article and Section	Summary of Changes	Notes from NRR
<b>Article 1 – Recitals</b>	Adjusted to be recitals and any program language was moved to a pre-amble. Added parties to the agreement.	Changes were made in response to Participants feedback.
<b>Article 2 – Definitions</b>	Good standing definition adjusted. The updated definition of "Good Standing" indicates that the customer's account is 'not current or paid'.	Changes made in response to Participant feedback.
	Participant's Proportionate Share definition updated. The updated definition bases the "Participant's Proportionate Share" on the participant's annual subscribed electricity divided by the actual net output delivered to NSPI, instead of expected output.	Changes made in response to Participant feedback.
<b>Article 4 – Term</b>	Term begins on the date the first supplier achieves commercial operation and participants receive electricity.	Clarifications made in response to Participant feedback.
<b>Article 5.4 - Subscribed Electricity reductions</b>	Participant reduction limits clarified and limits to Participant request for future reallocation clarified and a time limit set (90 business days).	Clarification made in response to Participant feedback

	The reduction limit of 15% applies over a 5-year term which aligns with the term for the Green Choice Program Cost.	
<b>Article 6.3 - Subscribed Electricity reductions due to lesser GCP Production Threshold</b>	Added clause that the reductions made under Article 6.3 are different from the reduction limits permitted under Article 5.4	Changes made in response to Participant feedback.
<b>Article 9</b>	Adjusted to include that no costs, fees, credits, or penalties associated with the program will be charged upon termination of the agreement.	This was added as requested during Participant feedback.
<b>Article 21- Force Majeure Event</b>	Participant Force Majeure Event has been addressed separately in Section 21 Force Majeure Event, which is now applicable to both parties	Changes made in response to Participant feedback.
<b>Article 10 – Renewable Energy Certificates (REC)</b>	This section has been adjusted to clarify that the RECs issued do not prevent NSPI from compliance with the Renewable Electricity Standards and Participants may use them as credible public claims.	NSPI will detail the process, timelines, and other specifics regarding RECs in their program terms and conditions. Please see FAQ for further details.
<b>Article 10.3 - RECs retirement</b>	The retirement of RECs will be done annually.	Clarification made in response to Participant feedback
<b>Article 19.2 - Confidentiality for government institutions</b>	<p>Added an additional section for government participants</p> <p>The additional clause allows Government Participants and NSPI to disclose information as required by the ATIA, privacy laws, or regulatory proceedings.</p>	This was added as requested during Participant feedback.