**CUSC SECTION 18**

**GATED PROCESS FOR PROJECTS WITH EXISTING AGREEMENTS**

**Contents**

**Introduction**

**18.1** This Section introduces and sets out the process by which (reflecting the changes implemented under **CUSC CMP434** in respect of certain new types of applications) **Existing Agreements** for a **Project** will be given the status of **Gate 1 Existing Agreements** or **Gate 2 Existing Agreements** and amendedto align the **Existing Agreements** fora **Project** with theapproachapplied tocorrespondingagreements in the **Gated Application and Offer Process.**

**18.2** This **Gated Process for Projects with Existing Agreements** will apply from the **CMP435 “Go Live” Date**. The **Gated Process for Projects with Existing Agreements** is a one off exercise to address **Existing Agreements**. Once given the status of **Gate 1 Existing** **Agreements** or **Gate 2 Existing Agreements** and amended accordingly they will be treated as, as appropriate, **Gate 1 Agreements** or **Gate 2 Agreements** in terms of the ongoing processes, rights and obligations in **CUSC** (as modified on the implementation of **CMP434**).

**18.3** The elements of the **Gated Application and Offer Process** will apply during this **Gated Process for Projects with Existing Agreements** where and to the extent expressly referred to in this **Gated Process for Projects with Existing Agreements**.

**18.4** The **Gated Process** **for Projects with Existing Agreements** comprises of the following key activities:

* An **EA Request** **Window** for submitting an **EA Request** (including reduction in **Transmission Entry Capacity** or **Developer Capacity** and request for **Acceleration**)
* **Existing Agreements** for a **Project** where a **Gate 1 Notification** is provided or an **EA Request** is not madewithin the **EA Request Window** will begiven the status of **Gate 1 Existing Agreements** and **Gate 1 ATVs** issued
* Assessment ofan **EA Request** (to establish it is **Effective**)
* **Gated Design Process** for those **Projects** who havesubmitted an **Effective EA Request** (including checks of **Declarations**, assessment against **Gate 2 Criteria** and whether **Acceleration** is available)
* **Existing Agreements** for a **Project** given status of **Gate 2 Existing Agreements** following the **EA Gated Design Process** and issue of **Gate 2 Modification Offers** (including **Acceleration**)

The **EA Timetable** shall be published by **The Company** as soon as practicable and with prior notice of the start date of the **EA Request Window.**

**18.5**  **Existing Agreements**

Agreements of the following types entered into between **The Company** andthe **User** prior to **EA Cut Off Date** where the connection and/or use of system or ability for **Embedded Power Stations** to be **Energised** in each case provided for under these has not yet happened are **Existing Agreements** for the purposes of this Section 18.

**18.5.1** A **Bilateral Connection Agreement** and the associated **Construction Agreement** for a **New Connection Site** (including a **Grid Supply Point**) with a directly connected **User.** This includes a **Bilateral Connection Agreement** and the associated **Construction Agreement** for a **New Connection Site** by an owner/operator of a **Distribution System** where the application is triggered by **Embedded Power Stations** but not where the application is not triggered by **Embedded Power Stations**.

**18.5.2**  A **Bilateral Embedded Generation Agreement** and the associated **Construction Agreement** regardless of the size of the **Embedded Power Station**.

**18.5.3** A **BELLA**.

**18.5.4** A **Bilateral Connection Agreement** for an already connected/operational **Project** butwhere there is a variation to that **Bilateral Connection Agreement** and a **Construction Agreement** for a live/ongoing **Modification** (including in the case of **Grid Supply Points** any such **Modification** triggered by **Embedded Power Stations**).

**18.5.5** A **Bilateral Embedded Generation Agreement** for an already operational **Project** but where there is a variation to that **Bilateral Embedded Generation Agreement** and a **Construction Agreement** for a live/ongoing **Modification**.

**18.5.6** A **BELLA** for an already operational **Project** but where there is a variation to that **BELLA** for a live/ongoing **Modification**.

[**18.5.7** In the context of **Existing Agreements** for a **Project** with an owner/operator of a **Distribution System** for the avoidance of doubt these are only **Existing Agreements** for a **Project** where there is a **Construction Agreement**.]

**18.6** In order for the **Existing Agreements** for a **Project** to be given the status of **Gate 2 Existing Agreements** a **User** must submit an **EA** **Request** in respect of the **Existing Agreements** for a **Project** which Is **Effective** within the **EA Request Window**.

**18.7** Where an **EA Request** is not submitted within the **EA Request Window**, is not **Effective** or, a **User** sends a **Gate 1 Notification** during the **EA Request Window**, the **Existing Agreements** will be given the status of **Gate 1 Existing Agreements** and **The Company** will notify the **User** accordinglyas soon as reasonably practicable and in any event prior to the start of the **EA Gated Design Process** andunless the **User** decides to terminate the **Existing Agreements** for a **Project** (in which case the current provisions regarding **Cancellation Charge** or **Final Sums** will apply) the **Gate 1 ATV** process below will be followe**d.**

**18.8 EA Request Process**

**18.8.1** An **EA** **Request** can be submittedby a **User** in respect of a **Project** at any time within the **EA Request** **Window**. An **EA Request** can ask for **Acceleration** but other than **Acceleration** and as provided for at Paragraph 18.8.6 no other changes to the **Existing Agreements** can be requested through the **EA Request**.

**18.8.2** An **EA Request** (other than onewhich is seeking **Acceleration** or which is in respect of **Transitional Agreements**)shall be deemed to be **a Modification Application** but neither a **Modification Application** nor fee for a **Modification Application** is required.In this case, the **Declaration** and **Original Red Line Boundary** (including the **Installed Capacity**)will constitute the **EA Request**.

**18.8.3** An **EA Request** which is seeking **Acceleration** or an **EA Request** in respect of **Transitional Agreements** will require both a **Modification Application** and a fee for the **Modification Application**. In this case, the **Modification Application**, the **Declaration** and **Original Red Line Boundary** (including the **Installed Capacity**)will constitute the **EA Request**.

**18.8.4** To be **Effective**, an **EA Request** for **Existing Agreements** for a **Project** which has a **BEGA** and associated **Construction Agreement** for a **Large Power Station** or **BELLA** will also require that the owner/operator of the **Distribution System** also submits an **EA Request** within the **EA Request Window**. In such case the corresponding **EA Request** submitted by a **User** in the category of the owner/operator of a **Distribution System** shall take the form of [an acknowledgement ofthe **EA Request** submitted by the **Embedded Power Station** (including the request for **Acceleration).**

**18.8.5** An **EA** **Request** for **Existing Agreements** for a **Project** for an **Embedded Power Station** (other than for a **BEGA** for a **Large Power Station** or **BELLA**)must be made by the owner/operator of the **Distribution System** to which the **Embedded Power Station** is to be connected. In such case, the **EA Request** will includethe **Declaration** and **Original Red Line Boundary** (including the **Installed Capacity**)provided to theowner/operator of the **Distribution System** by the **Embedded Power Station**.

**18.8.6** An **EA** **Request** can include notification ofa reduction in **Transmission Entry Capacity** or **Developer Capacity** and where it does will trigger payment of a **Cancellation Charge** in accordance with **CUSC** Section 15 or **Final Sums**.

**18.8.7** Where the **Existing Agreements** for a **Project** provide for more than one stage of **User’s Works** within that overall **Project** or more than one technology type in the **User’s Works** within that overall **Project** or,in the case of new **Grid Supply Points** or **Modified Grid Supply Points**, the **Existing Agreements** refer to more than one small or medium **Embedded Power Station** **Project**, the **EA Request** can be made in part by reference to the specific stage, technology or **Embedded Power Station Project** and the **Existing Agreements** amended as required to reflect this.

**18.8.8** **The Company** will confirm whether an **EA Request** is (subject to Paragraphs 18.9 and 18.10 below) **Effective** for the purposes of entering the **EA Gated Design Process** as soon as reasonably practicable after receipt of the **EA Request** and in any event prior to the start of the **EA Gated Design Process**.

**18.9 Gate 2 Criteria**

To be given the status of **Gate 2 Existing Agreements** the **EA Request** must meet the requirements of the **Gate 2 Criteria.**

The **Gate 2 Criteria**,the process of evidencing and confirming that it has been met (and what is required) in respect of this is set out in the **Gate 2 Criteria Methodology**.

**18.10 Checking of the Declaration**

**18.10.1** Although an **EA Request** may be confirmed as **Effective** prior to the start of the **EA Gated Design Process**,during the **EA Gated Design Process**:

**18.10.1.1 The Company** shall undertake a more detailed check as set out in the **Gate 2 Criteria Methodology** on all the **Declarations** submitted in respect of **Existing Agreements** for a **Project** (other than as they relate to evidence of secured land rights)(and other than where the **Declaration** is provided for a small or medium **Embedded Power Station** **Project** by the owner/operator of a **Distribution System** where it is expected that this detailed check will be undertaken by the owner/operator of the **Distribution System**).

**18.10.1.2The Company** shall at its discretion check the evidence provided in all the **Declarations** submitted in respect of **Existing Agreements** for a **Project** regarding secured land rights against any other **Declarations** submitted in respect of **Existing Agreements** for a **Project**. Where duplications are identified **The Company** will contact the parties where there are duplications or overlaps between the **Original Red Line Boundaries**. In the event that duplications and/or overlaps are identified the process relating to this in the **Gate 2 Criteria Methodology** will be applied to establish whether a (and which) **Project** has not met the **Gate 2 Criteria**.

**18.10.1.3** **The Project** will be assessed against the **Gate 2 Criteria**.

**18.10.2** Following the above **The Company** will notify the **User** whether the **EA Request** has met the **Gate 2 Criteria** in respect of **Existing Agreements** for a **Project**. If the **Gate 2 Criteria** has been met **The Company** will confirm to the **User** that the **Existing Agreements** for a **Project** will be given the status of **Gate 2 Existing Agreements**. If the **Gate 2 Criteria** has not been met **The** **Company** will confirm to the **User** (providing substantiated reasons why) that the **Existing Agreements** for a **Project** will not be given the status of **Gate 2 Existing Agreements** and will be, as appropriate, given the status of **Gate 1 Existing Agreements** or treated as terminated in accordance with Paragraph 18.17. Such notifications will be given by **The Company** to the **User** as soon as reasonably practicable .

**18.11 EA Gated Design Process**

**18.11.1** Where a **User** has submitted an **EA Request** in respect of **Existing Agreements** for a **Project** and the **EA Request** meets the **Gate 2 Criteria** the **EA Request** will beprocessed in accordance with the **Connection Network Design Methodology** and the **Designation Methodology**.

**18.11.2** A **User** which has requested **Acceleration** for a **Project** in their **EA Reques**twill be accommodated where practicable notified as soon and where reasonably practicable prior to the issue of the **Gate 2 Modification Offer** whether this can be accommodated or not.

**18.12** **Outcome of the Gated Process for Projects with Existing Agreements**

**18.12.1** The outcome of the **Gated Process** **for Projects with Existing Agreements** is that the **Existing Agreements** for a **Project** are given the status of **Gate 1 Existing Agreements** or **Gate 2 Existing Agreements** as appropriate and amended by a **Gate 1 ATV** or a **Gate 2 Modification Offer** to reflect this.

**18.12.2** Until given the status of **Gate 1 Existing Agreements** or **Gate 2 Existing Agreements** and the, as appropriate, **Gate 1 ATV** is entered intoor **Gate 2 Modification Offer** is accepted the **Existing Agreements** for a **Project** will continue in accordance with their terms provided that any obligations on **The Company** to progress the **Construction Works** (including seeking **Consents**)in any **Existing Agreements** for a **Project** given the status of **Gate1 Existing Agreements** are waived by the **User**.

**18.12.3** Once the **Gate 1 ATV** is entered into**:**

**18.12.3.1** there will be no longer be anyliability forpayment of a **Cancellation Charge** or **Final Sums** under that **Existing Agreement** for that **Project**; and

**18.12.3.2** any obligation to provide security under that **Existing Agreement** for that **Project** will cease,

and as a consequence **The Company** shall as soon as reasonably practicable after the **Gate 1 ATV** being entered into release and return any **Security Arrangement** held by **The Company** in respect of the same.

**18.13 Gate 1 ATV**

**18.13.1** Where an **EA Request** was not submitted by a **User** within the **EA Request Window** or it was not **Effective**, a **Gate 1 ATV** for the **Existing Agreements** for that **Project** shall be issued by **The Company** as soon as reasonably practicable after the closure of the **EA Request Window** and in any event prior to the start of the **EA Gated Design Process**.

**18.13.2** Where a **Gate 1 Notification** has been provided by a **User**,a **Gate 1 ATV** for the **Existing Agreement**s for that **Project** shall be issued by **The Company** as soon as reasonably practicable after receipt of the **Gate 1 Notification** and in any event prior to the start of the **EA Gated Design Process**.

**18.13.3** Where an **EA** **Request** was submitted by a **User** in respect of the **Existing Agreements** for a **Project** but the **Gate 2 Criteria** has not been met, a **Gate 1 ATV** for the **Existing Agreement**s for that **Project** shall be issued by **The Company** as soon as reasonably practicable and in any event prior to the end of the **EA Gated Design Process**.

**18.13.4** Where **The Company** is considering **Reservation** in respect of the **Existing Agreements** for a **Project**, **The Company** willadvise the **User** as soon as reasonably practicable of this and that as a consequence the **Gate 1 ATV** may be provided later in the **EA Gated Design Process**, given the design process involved to confirm the **Reservation**. If the **User** is not interested in **Reservation** being considered it can advise **The Company** accordingly at this point otherwise the **Gate 1 ATV** will be progressed on the basis of **Reservation**.

**18.13.5** A **Gate 1 ATV** shall amend the **Existing Agreements** for a **Project** as required to align with the form and content of a **[CMP434]** **Gate 1 Agreement** under the **Gated Application and Offer Process** being to amongst other things:

**18.13.5.1** include the **Gate 1 Conditional Clause**, the effect of which is to make all the rights and obligations under the **Existing Agreements** conditional until a **Gate 2 Offer** is accepted.

**18.13.5.2** delete all Appendices other than the inclusion of a new (or where it already exists) a replacement Appendix in the **Construction Agreement** containing the **User Data/Developer Data** and the indicative or reserved connection date and location.

**18.13.5.3** the connection location and date provided for in the **Existing Agreements** for a **Project** will remain but will be provided (unless **Reservation** is applied) only on an indicative basis and the connection date and location will only be confirmed (with all the other details) in any subsequent **Gate 2 Offer** following a **Gate 2 Application** under a **Gated Application and Offer Process Run**.

**18.13.5.4** where **Reservation** is included, whilst the rights and obligations remain conditional, the connection date and connection location of, as appropriate, the **Connection Site** or **Transmission Interface Site** may be provided and identified in the **Gate 1 ATV** and any **Gate 2 Offer** will be provided on that basis subject to a **Gate 2 Offer** being accepted by the **Applicant** in the timescales specified in the **Gate 1 ATV**.

**18.13.5.5** The particular approach for **Existing Agreements** for a **Project** with owner/operators of **Distribution Systems** where triggered by **Embedded Power Stations** is addressed at Paragraph 18.17 below.

**18.13.5.6** In the case of **Existing Agreements** for a **Project** where the **User’s Works** are staged or the **Existing Agreements** provide for more than one technology type in the **User’s Works**, and the **EA Request** is not submitted in respect of all of these and/or not all stages or technology types meet the **Gate 2 Criteria** the **Existing Agreements** for a **Project** will be adapted to reflect and achieve the intent of the **Gate 1 Conditional Clause** by reference to those stages/technology types.

**18.13.5.7** [anything else specific we need to address]

**18.13.5.8**  introduction of **Original Red line Boundary Reduction Clause**

**18.13.6** The **Variations Clause** in the **Existing Agreements** requires **The Company** and the **User** to effect any amendment required to the **Existing Agreements** by the **Authority** as a result of a change in the **CUSC.** The changes proposed in the **Gate 1 ATV** are to implement the changes to **Existing Agreements** as a consequence of and to align with the implementation of **CMP435**.

**18.13.7** The **Gate 1 ATV** should be signed and returned to **The Company** within the period as notified by **The Company** being not less than [4 weeks] from issue or such later period as may be agreed and if not signed and returned in this time period **The Company** will as provided for in the **Variations Clause** (and having first engaged with the **User**) sign on the **User’s** behalf.

**18.13.8** Except where these have already been provided **Existing Agreements** given the status of **Gate 1 Existing** **Agreements** do not have toprovide a **Letter of Authority** or **Letter of Acknowledgement.**

**18.14** **Gate 2 Modification Offer**

**18.14.1** Where the **Existing Agreements for a Project** have been given the status of **Gate 2 Existing Agreements**, a **Gate 2 Modification Offer** shall be provided by **The Company** in respect of the **Existing Agreements** for a **Project** within the timescales specified for this in the **EA Timetable**.

**18.14.2** A **Gate 2 Modification Offer** shall amend the **Existing Agreements** for a **Project** as required to align with the form and content of a **[CMP434]** **Gate 2 Agreement** under the **Gated Application and Offer Process**] being to amongst other things]:

**18.14.2.1** provide for any changes to the **Existing Agreements** for a **Project** to reflect **Acceleration** (including and notwithstanding **CUSC** Section 16any changes to the **User Progression Milestone** dates to reflect the **Acceleration**);

**18.14.2.2** update AppendixQ (Queue Management Process - User Progression Milestones) to reflect the change in approach to the calculation of the **User Progress Milestone** date for M1 and add a new Appendix/update (if it exists) Appendix O (User Data)/Appendix P (Developer Data) to include the additional **Installed Capacity** data;

**18.14.2.3** provide for any changes to the **Existing Agreements** for a **Project** [including **Connection Site** [or Site of Connection], **Construction Programme** and **Construction Works** and changes as a consequence of this to reflect the outcome of the **EA Gated Design Process**.

**18.14.3** A **Gate 2 Modification Offer** shall remain open for acceptancein accordance with **CUSC** Paragraph 6.9**.**

**18.14.4** If a **Gate 2 Modification Offer** is not accepted by a **User The Company** willnotify the **User** that the status given to the **Existing Agreements** for that **Project** has been changed to **Gate 1 Existing Agreements** and that a **Gate 1 ATV** will be issued by **The Company** to the **User** as soon as reasonably practicableand the provisions of Paragraph [18.13] above will apply.

**18.15** Each **CUSC Party** shall take such steps and do such things in relation to the **CUSC** and the **Existing Agreements** for a **Project** as are within its power and as are necessary or appropriate in order to give full and timely effect to the **Gated Process for Projects with Existing Agreements**.

**18.16** Any dispute between **The Company** and the **User** as to whether the **EA Request** is **Effective** and/or the **Gate 2 Criteria** has been met shall be treated as an **Other Dispute** in accordance with **CUSC** Section 7.

**18.17 Additional clarity on approach on Existing Agreements for a Project which has been triggered by Embedded Power Stations**

**18.17.1** This section is intended to clarify the position on what is to happen with the **Existing Agreements** for a **Project** with the owner/operator of a **Distribution System** which are triggered by **Embedded Power Stations and the Existing Agreements for a Project with the Embedded Power Stations**:

**18.17.1.1** For **Embedded Power Stations** (where there is no **BEGA** or **BELLA**) the **Existing Agreements** for a **Project** are only with the owner/operator of the **Distribution System**;

**18.17.1.2** For **Embedded Power Stations** (where there is a **BEGA** or **BELLA**) there are two sets of **Existing Agreements** for a **Project**, one set withthe owner/operator of the **Distribution System** and one set with the owner/operator of the **Embedded Power Station** so the effect of this **Gated Process for Projects with Existing Agreements** on both sets of **Existing Agreements** has to be determined.

The intention is to replicate the **Gated Application** **and** **Offer Process** under which only **Large Embedded Power Stations** with a **BEGA** or **BELLA** can have a **Gate 1 Agreement** and address the circumstances where an **EA Request** is not submitted within the **EA Request Window**, the **EA Request** is not **Effective** or the **Gate 2 Criteria** is not met.

**18.17.2** As a consequence in the circumstances referred to at Paragraph 18.17.1:

**18.17.2.1** In the case of **Existing Agreements** for a **Project** of the type at Paragraph 18.17.1.1, the **Existing Agreements** for that **Project** will be treated as having been terminated by the **User**. Termination will be effective on, as appropriate, the day after (a) the closure of the **EA Request Window** or (b) notification that the **Gate 2 Criteria** has not been met under Paragraph 18.10.2. Such termination [will/will not] trigger payment of a **Cancellation Charge** in accordance with **CUSC** Section 15**.**

**18.17.2.2** In the case of **Existing Agreements** for a **Project** of the type at Paragraph 18.17.1.2 but where the small/medium **Embedded Power Station** has a **BEGA**,the **BEGA** will also be treated as having been terminated by the party with the **BEGA** in the same circumstances and on the same basis as at Paragraph 18.17.2.1 above.

**18.17.2.3** In the case of **Existing Agreements** for a **Project** of the type at Paragraph 18.17.1.1 where the **Existing Agreements** for a **Project** provide for more than one **Embedded Power Station**,the **Existing Agreements** for a **Project** will be amended as required through the **Gate 2 Modification Offer** so as to remove any reference to any **Embedded Power Station** for which an **EA Request** has not been made or which do not meet the **Gate 2 Criteria**.

**18.17.2.4**  In the case of **Existing Agreements** for a **Project** of the type at Paragraph 18.17.1.2 (except where the **BEGA** is not with a **Large Embedded Power Station**) (a) the **BEGA** or **BELLA** will be offered a **Gate 1 ATV** and (b) the **Existing Agreements** with the owner/operator of the **Distribution System** will be treated as having been terminated by that party in the same circumstances and on the same basis as at Paragraph 18.17.2.1.

**18.17.3** In the case of **Existing Agreements** for a **Project** of the type at Paragraph 18.17.1.2 in order to receive a **Gate 2 Modification Offer** and be given the status of **Existing Gate 2 Agreements**:

**18.17.3.1**where the **BEGA** is with a small/medium **Embedded Power** **Station**, [(a) an **EA Request** must be made by the owner/operator of the **Distribution System** (b) the **EA Request** must be **Effective** and the **Project** must meet the **Gate 2 Criteria** and (c) both the **User** with the **BEGA** and the owner/operator of the **Distribution System** will be offered and must accept the respective **Gate 2 Modification Offer**. If both **Gate 2 Modification Offers** are not accepted,Paragraph 18.17.2.2.1and 18.17.2.2will apply.

**18.17.3.2**where the **BEGA** is with a **Large Embedded Power** **Station** or there is a **BELLA**, (a) an **EA Request** must be made by both the party with the **BEGA** or **BELLA** and the owner/operator of the **Distribution System** (b) boththese **EA Requests** must be **Effective** and the **Project** must meet the **Gate 2 Criteria** and (c) both the **User** with the **BEGA** or **BELLA** and the owner/operator of the **Distribution System** must accept the respective **Gate 2 Modification Offer**. If both **Gate 2 Modification Offers** are not accepted,Paragraph 18.17.2.4 will apply.

**18.17.4** A **Large Embedded Power Station** with a **BEGA** or **BELLA** should notify the owner/of the **Distribution System** as soon as reasonably practicable of its intention to make an **EA Request** and whether it is seeking **Acceleration**.

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[The following definitions will be added as appropriate to CUSC Section 11 (some if time limited could be retained in Section 18 but some are “enduring”) and edits to proposed 434 defs are highlighted yellow

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| --- | --- |
| **“Acceleration”** | acceleration of the **Construction Programme** to enable an earlier **Completion Date** for connection to or use of the **National Electricity Transmission System** or **Energisation** in the case of small/medium **Embedded Power Stations**; |
| **“Acceleration Request”** | A request for **Acceleration** [in the form set out in the **Gate 2 Criteria Methodology]**; |
| **“CMP434”** | **CUSC Modification Proposal** 434: Implementing Connections Reform; |
| **“CMP434 Gate 1 Agreement”** | the form of **Gate 1 Agreement** introduced through **CMP434**; |
| **“CMP435”** | **CUSC Modification Proposal** 435: Application of **Gate 2 Criteria** to existing contracted background; |
| **“CMP435 “Go live” Date”** | TBC |
| **“Connection Network Design Methodology”** | A 434 def  the methodology [developed or to be developed in accordance with [ ] of the **ESO Licence** and **Transmission Licences**] and approved by the **Authority** as such methodology may be revised from time; |
| **“Designated”** | A (new) 434 def  where a project which is the subject of an application under (a) the **Gated Application and Offer Process** or (b) **Gated Process for Projects with Existing Agreements** is designated by **The Company** under the **Designation Methodology**; |
| **“Designation Methodology”** | A 434 def  the methodology [developed or to be developed by **The Company** in accordance with [ ] of the **ESO Licence]** and approved by the **Authority** as such methodology may be revised from time; |
| **“Declaration”** | An updated 434 def  the declaration provided with a **Gate 2 Application** or **EA Request** in the form and with the detail as required in accordance with the **Gate 2 Criteria Methodology**; |
| **“EA Cut Off Date”** | TBC Ie the date at which all existing agreements are “established” |
| **“EA Gated Design Process** | the one off design process run by **The Company** in accordance with the **Gated Process for Projects with Existing Agreements** starting and finishing on the dates for this as set out in the **EA Timetable**; [dates to be confirmed] |
| **“EA Request”** | a request by a **User** under Paragraph [18.8] for **Existing Agreements** for a **Projec**t to be given the status of **Gate 2 Existing Agreements;** |
| **“EA Request Window”** | the one off window run by **The Company** in accordance with the **Gated Process for Projects with Existing Agreements** starting and finishing on the dates for this as set out in the **EA Timetable**; Dates to be TBC |
| **“EA Timetable”** | the timetable setting out the timings (start and end dates and durations) of the various stages of the **Gated Process for Projects with Existing Agreements**; |
| **“Existing Agreements”** | the agreements of the type as provided for at Paragraph [18.5] above; |
| **“Effective”** | when in the opinion of **The Company** acting reasonably and confirmed by **The Company** the requirements of, as appropriate, a **Gate 1 Application**, **Gate 2 Application** or **EA Request** have been met. |
| **“Gate 1 Conditional Clause”** | A 434 Def updated as highlighted  the clause included in (a) a **Gate 1 Offer** making the **Gate 1 Agreements** conditional until a **Gate 2 Offer** is accepted and (b) in the **Gate 1 ATV** making the **Gate 1 Existing Agreements** conditional until a **Gate 2 Offer** is accepted; |
| **“Gate 2 Criteria”** | a 434 def updated as highlighted  the criteria which a **Gate 2 Application** and **EA Request** has to meet as set out in the **Gate 2 Criteria Methodology**; |
| **“Gate 2 Criteria Methodology”** | A 434 def  the methodology [developed or to be developed by **The Company** in accordance with [ ] of the **ESO Licence** and approved by the **Authority** as such methodology may be revised from time; |
| **“Gate 1 Agreements”** | a 434 def updated as highlighted  the (a) agreements entered into between the **Gated Applicant** and **The Company** on acceptance of a **Gate1 Offer** and (b)the **Gate 1 Existing Agreements**; |
| **“Gate 1 Existing Agreements”** | the **Existing Agreements** for a **Project** (as amended by the **Gate 1 ATV**) on the execution of the **Gate 1 ATV**; |
| **“Gate 1 Notification”** | a notification in writing by a **User** to **The Company** that it does not intend to submit an **EA Request** in respect of **Existing Agreements** for a **Project**; |
| **“Gate 2 Agreements”** | a 434 def updated as highlighted  the (a) agreements entered into between the **Gated Applicant** and **The Company** on acceptance of a **Gate 2 Offer** and (b)the **Gate 2 Existing Agreements**; |
| **“Gate 2 Existing Agreements2** | the **Existing Agreements** for a **Project** (as amended by the **Gate 2 Modification Offer**) on the acceptance of the **Gate 2 Modification Offer**; |
| **“Gate 1 ATV”** | the Agreement to Vary issued by **The Company** to the **User** in respect of **Existing Agreements** for a **Project** in accordance with Paragraph [18.13] above; |
| **“Gate 2 Modification Offer”** | the **Modification Offer** made by **The Company** to the **User** in respect of **Existing Agreements** for a **Project** in accordance with Paragraph [18.14] above; |
| **“Gated Application and Offer Process”** | A 434 def  the process as set out in CUSC Section 17; |
| **“Gated Process for Projects with Existing Agreements”** | the process as set out in CUSC Section 18; |
| **“Installed Capacity”** | This is a 434 def (though seen here for first time) |
| **“Original Red Line Boundary”** | A 434 def updated as highlighted  the red line boundary provided (a) with a **Gate 2 Application** or (b) **EA Request** as required in accordance with the **Gate 2 Criteria Methodology**; |
| **“Original Red Line Boundary Reduction Clause”** | Def to be added to 434  the clause introduced to [Schedule 2 Exhibit 3 and 3A and Exhibit 5] under CMP434 to address the consequences of non-compliance with the ongoing obligations in respect of the **Original Red Line Boundary** under the **Queue Management Process**; |
| **“Project”** | in the context of this Section 18 is the **User’s** (or as context requires **Developer’s**) project which is the subject of the **Existing Agreements** (and in the case of **Existing Agreements** which provide for more than one **Existing Project** in respect of small or medium **Embedded Power Stations**, **Existing Project** shall be construed accordingly by reference to each **Existing** **Project**); |
| **“Reservation”** | A 434 definition updated generally to reflect that not just direct connections as highlighted  where for the purposes of a **Gate 1 Offer** for a **New Connection Site** or new **Large Embedded Power Station** with a **BEGA** or **BELLA** as appropriate a connection point to and/or capacity on the **National Electricity Transmission System** and/ora completion date for that **New Connection Site** ornew **Large Embedded Power Station** with a **BEGA** or **BELLA** is reserved by **The Company** (and reference to **Reservation** and **Reserved** in any **Gate 1 Agreements** shall be construed accordingly); |
| **“Transitional Agreements”** | those **Existing Agreements** which have been entered into following the transitional approach to offers [reference the Authority’s letter and update for next phase] and which as a consequence have not been studied and so do not contain the usual detail and commitments regarding **Construction Works** and **Construction Programme**; |
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End of Section 18