**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 Implementation 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 **Advancement**)
* **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**)
* **EA Gated Design Process** for those **Projects** who havesubmitted an **EA Request** which is **Effective** (such process will include checks of **Declarations**, assessment against **Gate 2 Criteria** and whether **Advancement** 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 **Advancement**)

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 to and/or use of system or right 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** For the avoidance of doubt, a **Bilateral Connection Agreement** (or **Modification** or variation to it) with an owner/operator of a **Distribution System** and any associated **Construction Agreement** are not **Existing Agreements** where such Agreements are triggered by one or more **Embedded Power Stations**.

**18.6** In order for the **Existing Agreements** that relate to one or more **Projects** to apply for the status of **Gate 2 Existing Agreements** in respect of such **Projects** a **User** must submit an **EA** **Request** in respect of the **Existing Agreements** for the applicable **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 **Advancement** but other than **Advancement** 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 **Advancement** or which is in respect of **Transitional Agreements**)shall be deemed to be **a Modification Application** but neither a **Modification Application** nor a fee for a **Modification Application** is required.In this case, the **Readiness Declaration** and **Original Red Line Boundary** (including the **Installed Capacity**)will constitute the **EA Request**.

**18.8.3** An **EA Request** which is seeking **Advancement** 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 **Readiness 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 **Advancement** and in the case of **Advancement** will require a **Modification Application** and fee)**.**

**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 **Readiness 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 so such reduction 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 **Grid Supply Points** which are the subject of a **Modification** triggered by **Embedded Power Stations**, the **Existing Agreements** refer to more than one **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 (but always 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 readiness has been met (and what is required of a **User**) in respect of this is set out in the **Gate 2 Criteria Methodology**.

**18.10** **Checking of the Readiness Declaration**

**18.10.1** Although an **EA Request** may be confirmed as **Effective** prior to the start of the **EA Gated Design Process**,during and as soon as reasonably practicable within the **EA Gated Design Process** further detailed checks of the readiness submissions will be undertaken as follows:

**18.10.1.1** **The Company** shall use reasonable endeavours to 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 where the **Readiness** **Declaration** is provided for a **Relevant Embedded Small Power Station** or **Relevant**  **Embedded Power Medium Station** 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 check the evidence provided in all the **Readiness** **Declarations** submitted in respect of **Existing Agreements** for a **Project** for duplications and overlaps against any other **Readiness** **Declarations** submitted in respect of **Existing Agreements** for a **Project**. Where duplications or overlaps are identified in the **Original Red Line Boundaries**. **The Company** will contact the relevant parties concerned. In the event that duplications and/or overlaps are identifiedhe process relating to this in the **Gate 2 Criteria Methodology** will be applied to establish whether in those circumstances 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** (and in the case where the **Project** is a **Large Power Station**, the owner/operator ofthe **Distribution System**)whether the **EA Request** has fully 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 where this is an **EA Request** by the owner/operator of a **Distribution System** involving more than one **Relevant Embedded Power Station** whether all, none or which of the **Relevant Embedded Small Power Stations** and/or **Relevant Embedded Medium Power Stations** have met the **Gate 2 Criteria**) and will be, as appropriate, given the status of **Gate 1 Existing Agreements**. 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 **Advancement** for a **Project** in their **EA Request** will be accommodated where practicable and the **User** notified whether this can be accommodated or not where reasonably practicable prior to the issue of the **Gate 2 Modification Offer**. The **Connection Network Design Methodology** sets out the process forthe management of requests for **Advancement**.

**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 , as appropriate, the **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 (and in respect of) a **Project** given the status of **Gate 1 Existing Agreements** are deemed to have been waived by the **User** with effect from, as appropriate, the **Gate 1 Notification** or notification by **The Company** to the **User u**nder Paragraphs 18.7 or 18.10.2.

**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 and in any event within 6 weeks of 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 end 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 end 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 Agreements** 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 and in any event prior to the start of the **EA Gated Design Process** 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**. **Reservation** will only be provided for in a **Gate 1 ATV** where the **User** has been notified that **The Company** is considering **Reservation** and the **User** has confirmed it is interested in **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 (as appropriate) 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 the content of all Appendices in the **Existing Agreements** other than to include 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 as they currently are in the **Existing Agreements** but are now only provided (unless **Reservation** is applied) 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** or site of Connection may be provided and identified in the **Gate 1 ATV** and any **Gate 2 Offer** will be made on the basis of these 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 that do not meet the **Gate 2 Criteria** and to provide the equivalent of a **Gate 2 Agreement** for those that do.

**18.13.5.7** 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 between **The Company** and the **User** 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** **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 **Advancement** (including and notwithstanding **CUSC** Section 16 which does not provide for **User Progression Milestone** dates to be brought forward,any changes to advance the **User Progression Milestone** dates to reflect the **Advancement**);

**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 for User Data/Developer Data (or update (if it exists) to include the **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.

**18.16** 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 and can provide within the Existing Agreements** for one or more **Relevant Embedded Small Power Stations** or **Relevant Embedded Medium Power Stations**;

**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 effect on the **Existing Agreements for a Project** in the circumstances where: a **Gate 1 Notification** is submitted within the **EA Request Window** by a **Large Embedded Power Station**, 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 (and in the case where the **Existing Agreements** provide for more than one **Embedded Power Station** where the position is not the same for all the **Embedded Power Stations**.

**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 and save for **Existing Agreements** as provided for in Paragraph 18.7.2.3, the **Existing Agreements** for that **Project** will be treated between **The Company** and the **User** [as having been terminated by the **User][**as if it was the equivalent of a **Gate 1 Agreement**. [Termination][treatment as a **Gate 1 Agreement**] 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][treatment] 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 **Relevant Embedded Small Power Station** or **Relevant Embedded Medium Power Station** has a **BEGA**,the **BEGA** will also be treated [as having been terminated the party with the **BEGA][**as if it was the equivalent of a **Gate 1 Agreement]** 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** but not all meet the **Gate 2 Criteria**,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, an **EA** **Request** is not **Effective** or which do not meet the **Gate 2 Criteria**. Such amendmentwill not trigger payment of a **Cancellation Charge** in accordance with **CUSC** Section 15

**18.17.2.4**  In the case of **Existing Agreements** for a **Project** of the type at Paragraph 18.17.1.2 (where the **BEGA** is 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][ as if it was the equivalent of a **Gate 1 Agreement**] 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 **Relevant Embedded Small Power** **Station or Relevant Embedded Medium Power Station**, 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**. Unless both **Gate 2 Modification Offers** are accepted,Paragraph 18.17.2..1and 18.17..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**. Unless both **Gate 2 Modification Offers** are 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 **Advancement**.

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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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| **“Advancement”** | advancement 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 **Embedded Power Stations**; |
| **“Advancement Request”** | a request for **Advancement** [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**; |
| **“CMP434 Gate 2 Agreement”** | the form of **Gate 2 Agreement** introduced through **CMP434**; |
| **“CMP435”** | **CUSC Modification Proposal** 435: Application of **Gate 2 Criteria** to existing contracted background; |
| **“CMP435 Implementation Date"** | shall mean the date specified as the **Implementation Date** for **CMP435** in the direction issued by the Authority approving **CMP435**; |
| **“Connection Network Design Methodology”** | A 434 def  the methodology developed or to be developed in accordance with the **ESO Licence** and **Transmission Licences** as approved by the **Authority** and published on **The Company’s** website 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**; |
| **“Project Designation Methodology”** | A 434 def  the methodology developed or to be developed by **The Company** in accordance with the **ESO Licence** and approved by the **Authority** and published by **The Company** on the **Website** as such methodology may be revised from time; |
| **“Readiness 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”** | 23:59 on the date before the **CMP435 Implementation Date** being the date which determines what are categorised as **Existing Agreements** for a **Project** for the purposes of this Section 18; |
| **“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 period of time determined 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** with the start date not being less than 4 weeks from the **CMP435 Implementation Date** and the duration being not less 2 weeks]; |
| **“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**; |
| **“Effective”** | an **EA Request** is effective when in the opinion of **The Company** acting reasonably the **EA Request** meets the requirements at Paragraph 18.8; |
| **“Existing Agreements”** | the agreements of the type determined according to Paragraph 18.5 above; |
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| **“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 the **ESO Licence** and approved by the **Authority** and published by **The Company on the Website** 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 Agreements”** | 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 updated for 435  the figure, in the context of the **Original Red Line Boundary** only, being the intended maximum amount of **Active Power** that the, as appropriate, **User’s Equipment** or **Developer’s Equipment** sited within the **Original Red Line Boundary** would be capable of exporting and/or importing(independent of the **Connection Entry Capacity** and/or **Transmission Energy Capacity** and/or **Developer Capacity**, and any limitations to the maximum amount of **Active Power** related to such capacities) expressed in whole MW, or in MW to one decimal place as declared (for each technology type, if more than one) by the**User** on the **Original Red Line Boundary.** In respect of the **Installed Capacity** provided within a **Gate 2 Application** or **EA Request** the figure must be equal to or greater than the **Transmission Entry Capacity** or **Developer Capacity** (as appropriate). Where a there is both export and import capability within the **Original Red Line Boundary** the **Installed Capacity** figures must be provided separately and must not be a netted figure. |
| **“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] under **CMP434** and in the context of directly connected parties only 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 **Embedded Power Stations**, **Existing Project** shall be construed accordingly by reference to each **Existing** **Project**); |
| **“Reservation”** | A 434 definition  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”** | 434 def  those **Existing Agreements** which have been entered into following the **Authority’s** decision of 21 August 2024 on the transitional approach to offers provided for in letter (and any subsequent extension to this approach) 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