*STCP 17-1 Issue 006 Feasibility Study*

**STC Procedure Document Authorisation**

|  |  |  |  |
| --- | --- | --- | --- |
| **Party** | **Name of Party Representative** | **Signature** | **Date** |
| The Company |  |  |  |
| National Electricity Transmission plc |  |  |  |
| SP Transmission Ltd |  |  |  |
| Scottish Hydro-Electric  Transmission Ltd |  |  |  |
| Offshore Transmission Owners |  |  |  |

**STC Procedure Change Control History**

|  |  |  |
| --- | --- | --- |
| Issue 001 | 26/05/2005 | New procedure following BETTA Go-Live |
| Issue 002 | 25/10/2005 | Issue 002 incorporating PA034 and PA037 |
| Issue 003 | 17/12/2009 | Issue 003 incorporating changes for offshore regime. |
| Issue 004 | 01/04/2019 | Issue 004 incorporating National Grid Legal Separation changes |
| Issue 005 | 06/04/2022 | Issue 005 incorporating changes for PM0123 |
| Issue 006 | 25/04/2023 | Issue 006 incorporating use of ‘The Company’ definition as made in the STC PM0130 |

# Introduction

## Scope

### This procedure applies to The Company, as defined in the STC and meaning the licence holder with system operator responsibilities, and each TO.

### This procedure describes the process for (a) a Party to assist any other Party in providing a feasibility study to a customer (a “Customer Feasibility Study”) and (b) a TO providing a feasibility study to The Company in response to a request by The Company in the context of The Company carrying out a network services procurement exercise (a “Network Services Feasibility Study or NS Feasibility Study”). It defines the tasks, formal documentation, interface requirements, timescales and responsibilities between the Parties.

### For the purposes of this document, TOs are:

### NGET;

### SPT;

### SHETL; and

### All Offshore Transmission Licence holders as appointed by Ofgem from time to time.

## Objectives

### The objective of this procedure is to detail how feasibility studies shall be addressed across The Company - TO interface and the TO - TO interface. It is designed to enable the Parties to discharge their responsibilities under the STC and to ensure that responsibilities are clear.

### The objective of this procedure is to deal with feasibility studies for major development studies and The Company’s network services procurement exercises, but it is not intended for this process to be followed for every request, e.g. where minor information is required from another Party. The STCP Information Request Form (STCP 12-1 Data Exchange) can be used for circumstances where this STCP is not deemed appropriate.

### **Nuclear Site Licence Provision -** When following this process where this may interact with, impact upon or fall within the boundary of a Nuclear Site Licence holder's site, or may otherwise have any form of affect and/or implication for a nuclear power station, consideration must be given to the relevant provisions of the applicable Nuclear Site Licence Provisions Agreement, the CUSC Bilateral Connection Agreement for that site, paragraph 6.9.5 of the CUSC and Section G3 of the SO/TO Code to ensure compliance with all of these obligations.

## Background – Customer Feasibility Study

### A customer may request a feasibility study as either a pre-cursor to a new/modified connection application or as a speculative request. The scope of study may include a detailed analysis of the National Electricity Transmission System to cover all issues such as connection options, infrastructure, construction, project timescales, balancing market issues, costs, charging issues, risks etc. Such a detailed scope may require involvement of TO(s) and The Company.

### This process covers the identification of the Lead Party who shall act as co-ordinator of the feasibility study process and main customer contact; the initial project discussions; agreeing the scope of works; carrying out the study work; preparing and issuing the Customer Study Report.

### A customer may engage a TO or The Company as the Lead Party for a feasibility study, the details of the project under consideration may, or may not, be divulged by the Lead Party to the Other Party/Parties depending on the customer’s confidentiality requirements.

### Unless otherwise agreed by Parties, all intellectual property conceived or made by the Party/Parties in the course of providing the Lead Party Study Report/ Customer Study Report shall be and remain the property of that Party/ those Parties and the Lead Party shall grant the customer non-exclusive licence to copy and use such intellectual property for purposes directly related to the project.

## Background – Network Services Feasibility Study

### To support an NS Exercise, The Company may request an NS Feasibility Study Report from a TO.

### 1.4.2 The scope of the study will reflect the requirements and needs of the NS Exercise but may include for example a request for a high-level assessment of connection feasibility, works, connection costs and connection dates and fault level, voltage and/or thermal system studies.

### 1.4.3 This process covers the initial project discussions, agreeing the scope of works, carrying out the study work and preparing and issuing the NS Feasibility Study Report.

# Key Definitions

## For the purposes of STCP 17-1:

### **NS Exercise** is a network services procurement exercise.

### **NS Feasibility Costs** are the costsagreed between The Company and a TO for the undertaking of an NS Feasibility Study.

### **NS Feasibility Programme** is the programme agreed between The Company and a TO for the undertaking of an NS Feasibility Study.

### **NS Feasibility Request Form** is a request in the form set out in Appendix C to this STCP 17-1 from The Company to a TO for an NS Feasibility Study.

### **NS Feasibility Services** arethe servicesa TO has agreed to provide to The Company for an NS Feasibility Study.

### **NS Feasibility Study Report** is the report a TO has agreed to provide to The Company in respect of an NS Feasibility Study.

### **Customer Feasibility Study Offer** – an offer made by the Lead Party to the customer for carrying out the Customer Feasibility Study.

### **Customer Study Report** is the report that the Lead Party has agreed to provide the customer in accordance with the Customer Feasibility Study Offer

### **Customer Feasibility Programme** - a programme to manage the Customer Feasibility Study process. The Customer Feasibility Programme lists the milestones against which the dates agreed by all Parties are inserted*.*

### **Customer Feasibility Steering Group** - a small team made up of named representatives from the Lead Party and other Party/Parties (as appropriate) to oversee the application. The members of the Customer Feasibility Steering Group shall be identified on the Customer Feasibility Programme. The remit of this group is to agree the Customer Feasibility Programme, monitor progress and agree any changes. The Customer Feasibility Steering Group is also responsible for resolving any disagreements relating to a Customer Feasibility Study at first instance, prior to any necessary escalation. Dialogue shall take place in person, by email, telephone or video conferencing as appropriate.

### **Lead Party** – the Party who the customer has agreed shall be the lead Party for the Customer Feasibility Study, who shall act as co-ordinator (i.e. shall liaise, consult, co-ordinate and agree deliverables and timescales with other Parties involved) and main customer contact.

### **Lead Party Customer Feasibility Study Offer** - an offer made by the Other Party/Parties to the Lead Party for carrying out the Customer Feasibility Study. This may include the staff days required by the Other Party/Parties to carry out the Customer Feasibility Study; the grade of staff to be used; whether the work can be undertaken within the timescale requested; overhead costs and any data the Other Party/Parties require from the customer to carry out the Customer Feasibility Study.

### **Lead Party Customer Study Report** is the report provided by the Other Party/Parties to the Lead Party in accordance with the Lead Party Customer Feasibility Study Offer.

### **Other Party/Parties** – one or more than one of the Parties to the System-Operator Transmission Owner Code but not the Lead Party.

### **Specific NS Feasibility Terms** theform (substantially in the form attached at Appendix D to this STCP 17-1) setting out the NS Feasibility Services, NS Feasibility Programme, NS Feasibility Costs and any other specific matters as agreed between The Company and the TO for the provision of a specific NS Feasibility Study.

# Procedure for Customer Feasibility Study

## Customer approaches TO or The Company with request for a Customer Feasibility Study and Lead Party is agreed

### A prospective customer can send a request for a Customer Feasibility Study to a Party.

### The customer shall propose the Lead Party. If the approached Party feels there is a more appropriate Lead Party, then they shall advise the customer accordingly and the customer may choose to approach the more appropriate Party.

## Initial Project Discussions

### The Lead Party shall establish both the customer’s needs and expectations and whether Other Party/Parties shall be involved in the study. The Lead Party shall request Other Party/Parties to attend these discussions where both necessary in the opinion of the Lead Party and agreed with the customer by the Lead Party or ask them to provide information to help respond to the customer.

## Agree scope of study and Customer Feasibility Study Offer

### The Lead Party may request a Lead Party Customer Feasibility Study Offer from the Other Party/Parties. Such a request shall contain the required scope of the Lead Party Customer Study Report, timescales and other conditions that may affect the Lead Party Customer Feasibility Study Offer.

### The customer may ask for clarification on certain aspects of the Customer Feasibility Study Offer. The Parties (led by the Lead Party) shall provide assistance to answer any queries raised by the customer.

### As a consequence of these clarifications, the Lead Party may withdraw or revise its request for Lead Party Customer Feasibility Study Offer(s) and shall inform relevant Other Party/Parties of any withdrawal or revision. Each of the Other Parties may withdraw or revise their Lead Party Customer Feasibility Study Offer(s) as a result of the clarifications or the revised request from Lead Party. The Other Party/Parties shall inform the Lead Party of any withdrawal or revision of their Lead Party Customer Feasibility Study Offer.

### The Lead Party shall sign the Lead Party Customer Feasibility Study Offer from the Other Party/Parties, once the customer signs the Customer Feasibility Study Offer.

## Feasibility Programme agreed

### The Lead Party and the relevant Other Party/Parties shall agree the following items within 10 Business Days or other timescale as agreed between the Lead Party and the relevant Other Party/Parties of receipt by the Other Party/Parties of their signed Lead Party Customer Feasibility Study Offer:

### the data required to carry out the Customer Feasibility Study,

### the output required from the Parties and the target dates (Customer Feasibility Programme) for the key activities/milestones to meet the Customer Study Report issue date agreed with the customer.

### Key milestones may include

### Progress/Review meetings;

### the production of a Lead Party Customer Study Report;

### the production of a final Customer Study Report; and,

### the delivery of Customer Study Report to the customer.

## Data Exchange

### The Lead Party shall send to each Other Party/Parties the required data identified in its Lead Party Customer Feasibility Study Offer. However, this may be dependent on the Lead Party receiving the required data from the customer. In accordance with the Customer Feasibility Programme, the Other Party/Parties shall notify the Lead Party, by email, as to whether the data is complete or not. If it is not complete, the Other Party/Parties shall notify the Lead Party as to what data is missing/additional requirements. The Lead Party shall ask the customer to provide the data and once the information has been received, the Lead Party shall send it on to the Other Party/Parties. The Lead Party may ask the Other Party/Parties to contact the customer about the data, where appropriate.

### Exchange of data between the Lead Party and Other Party/Parties shall be subject to the general obligations of confidentiality (Section F of the STC).

## Parties carry out the study as per agreed scope

### All Parties carry out their part of the agreed Customer Feasibility Study work, in accordance with the Customer Feasibility Programme or other timescales as may be agreed. There is likely to be discussions and/or meetings between the Lead Party and all involved Other Party/Parties, and with the customer where appropriate, within the timeframes set out in the Feasibility Programme.

## Parties prepare and forward Lead Party Customer Study Reports to Lead Party

### The Other Party/Parties shall prepare and issue a report, containing their study output, by email, to the Lead Party as agreed under the Customer Feasibility Programme.

## Lead Party compiles Customer Study Report

### The Lead Party compiles the Customer Study Report from all study outputs.

### The Lead Party shall request further detail/clarification from the relevant Other Party/Parties if required. The Lead Party and the Other Party/Parties (as appropriate) may need to meet to discuss the Lead Party Customer Study Report or Customer Study Report.

### The Lead Party may request an updated Lead Party Customer Study Report from the Other Party/Parties to reflect any necessary changes made.

### The Lead Party shall send the relevant sections of the Customer Study Report to the Other Party/Parties asking them to review the contents and provide any comments within a specified timescale agreed between the Lead Party and the relevant Other Party/Parties.

### Following this review, any agreed updates are made and the relevant sections of the final Customer Study Report circulated to the Other Party/Parties for approval.

### The Other Party/Parties shall send their agreement to the contents and publication of the relevant sections of the Customer Study Report to the Lead Party.

## Lead Party issues Customer Study Report

### Following the issue of the Customer Study Report to the customer, a copy or extract of the Customer Study Report shall be sent to the Other Party/Parties, as appropriate.

### The Lead Party and Other Party/Parties (as appropriate), shall accommodate any reasonable request for a meeting by the customer, at the convenience of all relevant parties.

## Invoicing

### Invoicing and payment shall be carried out in accordance with STCP 13-1 Invoice and Payment.

### In the event that the customer queries the costs, the Other Party/Parties shall provide details/substantiation of their operative hours, charges etc, requested by the Lead Party.

# Procedure for an NS Feasibility Study

# *4.1 The Company Request*

### The Company can send a request for an NS Feasibility Study to a TO when required to support a NS Exercise, in the form exhibited in Appendix C

### The Company shall (where and to the extent practical) reasonably endeavour to give the TO prior notice of any upcoming request for an NS Feasibility Study and the likely scope and timescales for the same.

## NS Feasibility Study and NS Feasibility Study Report

### Within 15 Business Days of receipt of the NS Feasibility Study Request or such other timescale as agreed between The Company and the TO, The Company and the TO shall agree:

### the data required from The Company to carry out the NS Feasibility Study;

### the output required from the NS Feasibility Study and what will be covered in the NS Feasibility Study Report;

### the programme (including the start date and the NS Feasibility Study Report issue date) for the NS Feasibility Study;

### the scope and extent of the NS Feasibility Services being key activities/milestones required (including progress and review meetings and issues of the draft report) and the target dates for the steps agreed in the NS Feasibility Programme to meet the NS Feasibility Study Report issue date;

### the format and content of the NS Feasibility Study Report

### the NS Feasibility Costs payable by The Company to the TO for the NS Feasibility Study.

### Within 1 month (or such other timescale as agreed) of reaching agreement under 4.2.1 The Company and the TO shall record the agreement reached by completing and signing the Specific NS Feasibility Terms.

### The Specific NS Feasibility Terms together with the terms expressly referred to within (or incorporated by reference in) this STCP 17.1 shall comprise the terms agreed between The Company and the TO for the undertaking of the specific NS Feasibility Services and NS Feasibility Study (the “NS Feasibility Study Agreement”).

### The TO shall use reasonable endeavours to faithfully and diligently perform those duties which are from time to time necessary in connection with the NS Feasibility Services.

### The TO shall undertake the agreed NS Feasibility Study in accordance with the NS Feasibility Programme and provide the NS Feasibility Study Report to The Company by the date specified for such, or such other timescales as may be agreed.

### The TO shall prepare and issue a draft of the NS Feasibility Study Report to The Company by email in accordance with the NS Feasibility Programme.

### The Company and the TO may need to meet to discuss the draft NS Feasibility Study Report and if so the TO will attend upon reasonable request and provide further detail/clarification to The Company as required.

### Following review of the draft NS Feasibility Study Report, The Company may request updates and changes to the draft and the final NS Feasibility Study Report reflecting any updates which shall then be provided by the TO to The Company in accordance with the NS Feasibility Programme.

### The NS Feasibility Programme shall contain the NS Feasibility Study Report issue date which will also be the date at which the NS Feasibility Study Agreement will be deemed to have expired.

### Any data and information exchanged between The Company and the TO shall be subject to the general obligations of confidentiality as provided for in Section F of the STC. The NS Feasibility Study Report, can be shared by The Company with bidders participating in the NS Exercise.

### The provisions of STC Section G, Paragraphs 4 (Limitation of Liability), 5 (Third Party Rights), 6 (Transfer and Sub-Contracting), 7 (Intellectual Property), 8 (Force Majeure), 10 (Waiver), 12 (Communications), 14 (Severance of Terms), 15 (Language), 16 (Data Protection Act), 17 (Jurisdiction) and 18 (Governing Law) shall be incorporated into the Specific NS Feasibility Terms.

### The Company may by written notice at any time during the term of the NS Feasibility Study Agreement elect to terminate it, subject to agreement between The Company and the TO regarding settlement of any outstanding NS Feasibility Costs.

### The Company or the TO may refer a failure to agree the terms of an NS Feasibility Study Agreement, or any other dispute relating to the NS Feasibility Study, to arbitration as a Dispute in accordance with STC Section H, paragraph 5.1.

## Costs and Invoicing and Payment

### Invoicing and payment of the NS Feasibility Costs shall be carried out in accordance with STC Section E and STCP 13-1 Invoice and Payment.

### Any dispute about the NS Feasibility Costs or late payment of these shall be dealt with as provided for in STC Section E.

# *Appendix A: Part 1 - Customer Feasibility Study Flow Diagram*

Note that the Process Diagrams shown in this Appendix A are for information only. In the event of any contradiction between the process represented in this Appendix and the process described elsewhere in this STCP, then the text elsewhere in this STCP shall prevail.





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# A*ppendix B: Abbreviations & Definitions*

*Abbreviations*

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| --- | --- |
| OFTO | Offshore Transmission Owner |
| SHETL | Scottish Hydro-Electric Transmission Ltd |
| SPT | SP Transmission Ltd |
| STC | System Operator –Transmission Owner Code |
| STCP | System Operator –Transmission Owner Code Procedure |
| TO | Transmission Owner |

***Definitions***

**STC definitions used:**

Business Day

CUSC

The Company

NGET

National Electricity Transmission System

Party

Transmission Owner

**CUSC definitions used:**

Bilateral Connection Agreement

Nuclear Site Licence Provisions Agreement

Statement of Use of System Charges

##### Appendix C: NS Feasibility Study Request Form

**NS Exercise**: [set out details of the specific NS Exercise]

**TO**: [TO to whom request is directed]

**NS Feasibility Study**: [details of study required]

**NS Feasibility Study Report** issue: [indicative date by which The Company would like the NS Feasibility Report]

NS Feasibility Study Template [attach template as to how want study to be presented]

A provided for in STCP 17-1, The Company requests that the TO undertake the NS Feasibility Study [brief] details of which are set out above.

##### Appendix D: Specific NS Feasibility Terms

**NS Exercise**: [set out details of the specific NS Exercise]

TO: [insert the TO who is fulfilling the request]

**NS Feasibility Study**: [details of study required]

The specific terms agreed between The Company and the TO for the NS Feasibility Study are set out below.

**NS Services**

Regularity of any progress / review meetings:

Data and Information required from The Company:

NS Feasibility Programme:

Date by which the draft NS Feasibility Study Report is to be provided:

Date by the which the final NS Feasibility Study Report is to be provided:

**NS Feasibility Costs**:

[Rates, resource, time]

[indicative based on time spent/fixed]]

Signatures