*STCP 17-X Issue 001 Network Services Feasibility Studies*

**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 |  | New procedure |

# 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 TO providing a feasibility study in response to a request by The Company. This feasibility study shall be used to support The Company in 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 NS Feasibility Studies shall be addressed across The Company - 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 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.

## Background

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

### 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.

### 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 B 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** is a feasibility study used to assist The Company with an NS Exercise.

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

### **Specific NS Feasibility Terms** theform (substantially in the form outlined in Appendix C) 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

## 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 effect 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 STC to ensure compliance with all of these obligations.

## The Company Request

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

### 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.

### The timescales for carrying out each NS Feasibility Study are dependent on the detailed requirements of the request and shall be agreed between The Company and TO. The timings in 3.3 are indicative only.

## 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 3.3.1 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 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: NS 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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# *Appendix B: 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 The Company wants study to be presented]

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

# *Appendix C: 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

# *Appendix D: Abbreviations & Definitions*

*Abbreviations*

|  |  |
| --- | --- |
| NGET | National Grid Electricity Transmission |
| 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

Code

CUSC

National Electricity Transmission System

Offshore

Party

The Company

Transmission Licence

Transmission Owner

**CUSC definitions used:**

Bilateral Connection Agreement

Nuclear Site Licence Provisions Agreement