

DATE _____ 202[]

NATIONAL ENERGY SYSTEM OPERATOR LIMITED (1)

and

[Company name] (2)

FRAMEWORK AGREEMENT FOR THE PROVISION OF
CONSTRAINT MANAGEMENT INTERTRIP SERVICE (CMIS) SCOTLAND
AT [POWER STATION]

Contract Log No: [NESO to provide]

© NATIONAL ENERGY SYSTEM OPERATOR LIMITED

#39509452v8

THIS FRAMEWORK AGREEMENT is made on the _____ of _____ 20____

BETWEEN:

- (1) **NATIONAL ENERGY SYSTEM OPERATOR LIMITED**, a company registered in England (company number 11014226) whose registered office is at St Catherine's Lodge, Bearwood Road, Sindlesham, Wokingham, England, RG1 5BN (the "**Company**" which expression shall include its permitted successors and/or assigns) and;
- (2) **[COMPANY]**, a company registered in **[England/Scotland]** under company number **[NUMBER]** whose registered office is at **[ADDRESS]** (the "**Provider**" which expression shall include its permitted successors and/or assigns),

each a "**Party**" and together the "**Parties**".

BACKGROUND

- (A) The **Company** has a requirement for the **Constraint Management Intertrip Service** comprising the **CMIS B2-B5** and the **CMIS B6**,
- (B) The **CMIS B2-B5** relates to the **B2-B5 Operational Tripping Scheme** jointly owned, operated and maintained by **SP Transmission Plc** and **Scottish Hydro Electric Plc** ("the **Responsible TOs**"), whereas the **CMIS B6** relates to the **B6 Operational Tripping Scheme** owned, operated and maintained by **SP Transmission Plc**.
- (C) The **Provider's** [XX] power station ("the **Power Station**") is or is to be connected to one or both of such **Operational Tripping Schemes**, and the **Provider** has pre-qualified for the provision of the relevant **Constraint Management Intertrip Service(s)** from its generating unit(s) at the **Power Station**. Accordingly, the **Provider** is now entering into this **Agreement** in order to participate in the **CMIS Tender Procedure** to be conducted by the **Company** and, if successful, to provide such **Constraint Management Intertrip Service(s)** to the **Company** from generating unit(s) at the **Power Station**..
- (D) It is acknowledged by the **Provider** that provision of such **Constraint Management Intertrip Service(s)** will involve the **Arming** by the **Responsible TO(s)** on the instruction of the **Company** of either or both of the **Operational Tripping Schemes** (as relevant or applicable) in respect of one or more generating units at the **Power Station** which may require de-loading or result in the tripping or runback of such generating units.

IT IS AGREED AS FOLLOWS:

1. **DEFINITIONS, INTERPRETATION AND CONSTRUCTION**

Unless the subject matter or context otherwise requires or is inconsistent therewith, and unless defined herein, terms and expressions defined in the **Standard Contract Terms** have the same meanings, interpretations or constructions in this **Framework Agreement**.

2. **STANDARD CONTRACT TERMS**

The **Parties** hereby agree to be bound by, and to comply with, the applicable provisions of the **Standard Contract Terms** with respect to any **CMIS Contract** formed pursuant to the **CMIS Tender Procedure**.

3. **COMMENCEMENT AND TERM¹**

This **Framework Agreement** shall come into effect on the date hereof and shall continue in full force and effect until its expiry or termination in accordance with the **Standard Contract Terms**.

4. **PROVISION OF CONSTRAINT MANAGEMENT INTERTRIP SERVICE**

Without limiting the generality of Clause 2, upon the formation of each **CMIS Contract** pursuant to and in accordance with the **Standard Contract Terms**, the **Provider** hereby agrees to provide the relevant **Constraint Management Intertrip Service** to the **Company** upon and subject to the applicable terms and conditions set out in the **Standard Contract Terms**.

5. **UNDERTAKING OF BONA FIDE TENDER AND NON-CANVASSING**

5.1 The **Provider** hereby undertakes that each **CMIS Tender** which it may submit shall be bona fide and intended to be competitive and that the **Provider** shall not fix or adjust the amount of the **CMIS Tender** or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

5.2 The Provider also undertakes that neither it, nor any person on its behalf, shall do at any time any of the following acts:

5.2.1 communicate to a person, with the exception of its professional advisers and the **Company**, the amount or approximate amount of any **CMIS Tender**;

5.2.2 enter into any agreement or arrangement with any other person to restrain that other person from submitting a **CMIS Tender** or to fix the amount of any **CMIS Tender** to be submitted by that other person;

5.2.3 offer or agree to pay or to give, nor pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any **CMIS Tender** or proposed **CMIS Tender**;

5.2.4 canvass or solicit any officer, employee or agent of the **Company** in connection with the award of any **CMIS Contract**.

5.3 The provisions of Schedule 3 shall apply for the purposes of Schedule 7 (*Security*) to the **Standard Contract Terms**.

6. **COUNTERPARTS**

This **Framework Agreement** may be executed in any number of counterparts and by the **Parties** on separate counterparts, each of which when executed and delivered shall constitute an original but all the counterparts shall together constitute but one and the same instrument.

¹ For plant requiring a new connection to the OTS, the Agreement will be conditional on the connection being completed.

7. **VARIATIONS**

7.1 Subject to Clause 7.2 no variations or amendments to this **Framework Agreement** shall be effective unless made in writing and signed by or on behalf of both the **Company** and the **Provider**.

7.2 The **Company** and the **Provider** shall effect any amendment required to be made to this **Framework Agreement** by the **Authority** as a result of a change in the **Transmission Licence** or an order or directions made pursuant to the **Act** or a **Licence** or as a result of settling any of the terms hereof or otherwise as required by this **Framework Agreement** and the **Provider** hereby authorises and instructs the **Company** to make any such amendment on its behalf and undertakes not to withdraw, qualify or revoke such authority or instruction at any time.

8. **GOVERNING LAW**

This **Framework Agreement** shall be governed by and construed in all respects in accordance with the laws of England and Wales.

9. **WARRANTY**

Each **Party** warrants and represents to the other that it has full power and authority to enter into this **Framework Agreement** and perform its obligations hereunder.

10. **NOTICES**

For the purposes of this **Framework Agreement**, unless and until otherwise notified by the relevant **Party** to the other in accordance with the **Standard Contract Terms**, any notice or other communication to be given by the **Company** or the **Provider** to the other under, or in connection with matters contemplated by, this **Framework Agreement** and any **CMIS Contract** shall be sent to the address and marked for the attention of the person named in Schedule 2.

IN WITNESS WHEREOF the **Parties** have executed this **Framework Agreement** at the date first above written

SIGNED on behalf of)

NATIONAL ENERGY SYSTEM)

OPERATOR LIMITED)

SIGNED on behalf of)

[])

SCHEDULE 1
CONTRACTED UNITS AND APPLICABLE CMIS

CONTRACTED UNITS	CMIS	
	B2 – B5	B6

SCHEDULE 3

SECURITY (SCHEDULE 7 TO THE STANDARD CONTRACT TERMS)

Locations and Subcontractors

1.1. Provider locations Table

The following table lists the **Provider's** primary locations that will directly support the delivery of the **CMIS Contract** and therefore have any level of access to the **Company's** systems or data (this could include operational management, cloud hosting, IT support):

Name	Address	Country	Description of Products or Services

1.2. Sub-tier providers and subcontractor table.

The following sub-tier providers and subcontractors will have access to the **Company's** systems or data:

Name	Address	Country	Description of Products or Services