
**NATIONAL ENERGY SYSTEM OPERATOR LIMITED (NESO)
STANDARD TERMS AND CONDITIONS FOR THE PROVISION
OF CONSTRAINT MANAGEMENT INTERTRIP SERVICE (CMIS) SCOTLAND**

TABLE OF CONTENTS

1.	STANDARD CONTRACT TERMS AND CONTRACT FORMATION	1
2.	DEFINITIONS AND INTERPRETATION	1
3.	COMMENCEMENT AND TERM.....	2
4.	SERVICE OBLIGATIONS.....	3
5.	PAYMENT	9
6.	LIMITATION OF LIABILITY	11
7.	METERING	13
8.	TERMINATION.....	13
9.	ASSIGNMENT AND OTHER DEALINGS	16
10.	CONFIDENTIALITY AND ANNOUNCEMENTS.....	17
11.	DISCLOSURE OF INFORMATION	20
12.	WAIVER	20
13.	NOTICES	20
14.	DISPUTE RESOLUTION.....	21
15.	JURISDICTION	22
16.	GOVERNING LAW.....	23
17.	SEVERANCE OF TERMS	23
18.	ENTIRE AGREEMENT.....	23
19.	RIGHTS OF THIRD PARTIES.....	23
20.	FORCE MAJEURE.....	23
21.	WARRANTIES AND INDEMNITIES	24
22.	ANTI-BRIBERY, SANCTIONS AND NESO KEY POLICIES	25
23.	ANTI-SLAVERY AND HUMAN TRAFFICKING.....	26
24.	EMR	27
25.	CHANGE IN LAW.....	28
26.	NO PARTNERSHIP.....	28
	SCHEDULE 1 DEFINITIONS	29
	SCHEDULE 2 ABSVD METHODOLOGY.....	45
	SCHEDULE 3	47
	SCHEDULE 4 ARMING PAYMENTS.....	48
	SCHEDULE 5 CHANGE CONTROL PROCEDURE.....	49
	SCHEDULE 6 FORMS.....	52

STANDARD CONTRACT TERMS AND CONTRACT FORMATION

- 1.1 A **CMIS Contract** shall be formed on an acceptance by the **Company** of a **Tender Submission** for the **CMIS B2-B5** and/or the **CMIS B6** (as specified in the **Provider's Framework Agreement**), in relation to the tendered **Power Station**.
- 1.2 This document (these "**Standard Contract Terms**") contains the detailed service terms with respect to a **CMIS Contract** formed upon acceptance by the **Company** of a **CMIS Tender** in accordance with the **CMIS Tender Procedure**.
- 1.3 The **Company** may from time to time initiate a review of these **Standard Contract Terms** and their operation by notice published on the **Industry Information Website** inviting any suggestions for changes from any **Provider**. The **Company** shall initiate such a review upon receipt of any request from a **Provider** as provided in Paragraph 1.4.
- 1.4 Changes to these **Standard Contract Terms** may at any time be requested by a **Provider** to reflect any **Change in Law** or **Proposed Legal Requirement**.
- 1.5 The **Company** shall, as part of a review under Paragraph 1.3, and when requested under Paragraph 1.4, formulate and consult on **Change Proposals** in accordance with the procedure set out in Schedule 5 (*Change Control Procedure*).

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these **Standard Contract Terms** unless the subject matter or context otherwise requires or is inconsistent therewith, or unless expressly defined herein, the definitions set out in Schedule 1 shall apply.
- 2.2 In these **Standard Contract Terms**:
 - 2.2.1 except where the context otherwise requires, references to a particular Section, Paragraph, Appendix or Schedule shall be a reference to that section, paragraph, appendix or schedule in or to these **Standard Contract Terms**;
 - 2.2.2 the table of contents and headings are inserted for convenience only and shall be ignored in construing these **Standard Contract Terms**;
 - 2.2.3 references to the words "include" or "including" are to be construed without limitation;
 - 2.2.4 references to a "Month" shall be construed as references to a calendar month;
 - 2.2.5 except where the context otherwise requires, any reference to an Act of Parliament or any Part or Section or other provision of, or Schedule to, an Act of Parliament shall be construed, at the particular time, as including a reference to any modification, extension or re-enactment thereof then in force and to all instruments, orders or regulations then in force and made under or deriving validity from the relevant Act of Parliament;

- 2.2.6 references to the masculine shall include the feminine and references in the singular shall include references in the plural and vice versa; and
- 2.2.7 except where the context otherwise requires, any reference to a “person” includes any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having separate legal personality.

3. COMMENCEMENT AND TERM

- 3.1 Each **CMIS Contract** shall, subject to Paragraph 3.2, be formed on and take effect from the date on which the **Company** notifies its acceptance of the **Provider’s CMIS Tender** and, subject always to earlier termination in accordance with these **Standard Contract Terms**, shall continue in force and effect until the **Service Expiry Date**.
- 3.2 The coming into effect of each **CMIS Contract**, other than this Paragraph 3 and Paragraphs 8 to 26 (inclusive), shall in all respects be conditional on satisfaction of the **Conditions Precedent**.
- 3.3 The **Provider** shall use all reasonable endeavours to ensure that any **Conditions Precedent** are satisfied as soon as possible after the date of the **Company’s** acceptance of a **CMIS Tender** and in any event by not later than the **Service Commencement Date** and shall update the **Company** in writing regarding progress in satisfying the **Conditions Precedent** on a weekly basis. Without prejudice to the foregoing, the **Provider** shall notify the **Company** without delay if it becomes aware of any material risk to the timely satisfaction of the **Conditions Precedent**.
- 3.4 If any **Condition Precedent** has not been satisfied or waived by the **Company** on or before the **Service Commencement Date**, the **CMIS Contract** shall (to the extent in force) terminate in accordance with Paragraph 6 (*Termination*), unless an extension to the **Service Commencement Date** has been agreed in writing by the **Company**.
- 3.5 If the provisions of a **CMIS Contract** shall not by then have terminated, not later than twelve (12) months prior to the **Service Expiry Date** (as may be extended under this Paragraph 3.5), the **Parties** shall meet to discuss whether the **Service Expiry Date** should be extended and if so the duration of such extension and the terms (including **Arming Payment Rate**, **Stability Tripping Charge** and **De-Loading Charge** (if applicable)) upon which the **Contracted CMIS** shall continue to be provided by the **Provider** save that the **Arming Payment Rate**, **Stability Tripping Charge** and **De-Loading Charge** shall not exceed the amount specified for each by the **Provider** in its **CMIS Tender**;
- 3.6 Notwithstanding Paragraph 3.1, the **Company** may, by notice in writing to the **Provider**, designate a later **Service Commencement Date** where the **Company** reasonably determines that a delay to service commencement is necessary for operational, technical or system readiness reasons. The **Company** shall provide the **Provider** with not less than ten (10) **Business Days’** notice of any such delay

and shall notify the **Provider** of the revised **Service Commencement Date** as soon as reasonably practicable. For the avoidance of doubt, any such delay shall not affect the **Service Expiry Date**, and for the avoidance of doubt the **Provider** shall not be entitled to any **Arming Payment, De-Loading Payment** or **Stability Tripping Payment** in respect of the period of any such delay.

4. SERVICE OBLIGATIONS

4.1 Availability of CMIS

4.1.1 The **Provider** shall, throughout the **Contract Term**, operate, repair and maintain the **Contracted Units** with a view to making them available during the **Service Delivery Period** to be **Armed** in accordance with these **Standard Contract Terms**, and in accordance with the requirements of the **Service Specification** for the **Contracted CMIS**. The **Provider** shall not isolate its intertripping facility installed at the **Contracted Unit** unless otherwise agreed with the **Company**.

4.1.2 During the **Service Delivery Period** the **Company** may (at its absolute discretion) instruct the **Responsible TO** in accordance with Paragraph 4.2 to **Arm** the relevant **Operational Tripping Scheme** in respect of **Contracted Units** in accordance with and subject to these **Standard Contract Terms**:

4.1.2.1 at any time and from time to time when the **Contracted Units** are expected (as specified in the prevailing **PN**) to be exporting **Active Power** to the **National Electricity Transmission System**; and

4.1.2.2 provided that the **Contracted Units** are:

- (a) not notified by the **Provider** pursuant to Paragraph 4.1.3 as subject to a **Relevant Contract** or are subject to a **Relevant Requirement** (in either such case the **Contracted Units** will be treated as unavailable for the **Contracted CMIS**);
- (b) not intended by the **Provider** (as shown by the prevailing Physical Notification) to be **Desynchronised** for whatever reason thereby rendering the **Operational Tripping Scheme** unavailable in respect of such **Contracted Unit**; and
- (c) available to the **Operational Tripping Scheme** (and the **Company** has not been notified by the **Provider** in accordance with Paragraph 4.7 that the **Contracted Unit** is not available to the **Operational Tripping Scheme**).

4.1.3 If the **Provider** enters into a **Relevant Contract** in respect of a **Contracted Unit**, the **Provider** will declare the **Contracted Unit** unavailable for participation in the **Contracted CMIS** for the duration of any obligations to provide services from the **Contracted Unit** under the **Relevant Contract**.

4.1.4 Any declaration by the **Provider** referred to in Paragraph 4.1.3 shall be accompanied by a brief explanation of the reason for such unavailability of the **Contracted Unit**.

4.1.5 For the avoidance of doubt, the **Provider** shall not be regarded as in breach of its obligations to provide **Mandatory Ancillary Services** from the **Contracted Unit** during any periods in which the **Contracted Unit** is de-energised or disconnected by reason of providing the **Contracted CMIS** in accordance with a **CMIS Contract**.

4.2 **Instruction to Arm and Arming**

4.2.1 Where the **Company** has a requirement for **Arming** (including for the purposes of testing) the relevant **Operational Tripping Scheme**, then subject always to Paragraph 4.2.2, it will instruct the **Responsible TO** to **Arm** the **Operational Tripping Scheme** and to notify the **Provider** accordingly ("**Arming Instruction**") via **EDL** or by email to the email address set out in the **Framework Agreement**, specifying:

- (a) the selected **Trip Conditions**;
- (b) the date and time from when the relevant **Operational Tripping Scheme** will be **Armed**;
- (c) the specific **Contracted Units** and **Co-Located Contracted Units** in respect of which the **Operational Tripping Scheme** will be **Armed**; and
- (d) whether the **Contracted Units** and **Co-Located Contracted Units** will be required to **De-Load** (in the case of **CMIS B2-B5**) or to **Stability Trip** (in the case of either **CMIS**).

4.2.2 The **Provider** acknowledges that:

- (a) the **Arming** of the **Operational Tripping Scheme** in respect of the **Contracted Units** may be instructed when the **Contracted Units** are exporting to the **National Electricity Transmission System**; and
- (b) an **Arming Instruction** to **Stability Trip** may result in the **Contracted Units** being disconnected from the **National Electricity Transmission System** or ramped down to 0MW within 200ms from fault inception.

4.3 **Disarming**

4.3.1 The **Company** may instruct the **Responsible TO** to **Disarm** the **Operational Tripping Scheme** ("**Disarming Instruction**") in which event it shall notify the **Provider** accordingly.

4.3.2 Notwithstanding the above, for the purposes of these **Standard Contract Terms** the **Operational Tripping Scheme** shall be deemed to be **Disarmed** with respect to any **Contracted Unit** where:

- (a) that **Contracted Unit** is **Desynchronised** for whatever reason;
- (b) that **Contracted Unit** is de-loaded or tripped for any reason, including in accordance with a signal from the **Operational Tripping Scheme**; or

- (c) the provisions of Paragraph 4.7.3 apply, such **Disarming** to be deemed to be effective from the commencement of the **Settlement Period** in which such **Desynchronisation, De-Load** or **Stability Trip** occurred until the **Company** is notified of the restored availability of the **Contracted Unit** for participation in the **Operational Tripping Scheme** in accordance with Paragraph 4.7.2.

4.4 **De-Loading and Tripping**

- 4.4.1 On receipt of a signal from the relevant **Operational Tripping Scheme** requiring the **De-Loading** of a **Contracted Unit** that has been **Armed**, the **Provider** shall ensure that the **Contracted Unit** completes **De-Loading** within ten (10) seconds. The **Provider** acknowledges that if it does not **De-Load** a **Contracted Unit** in accordance with this Paragraph, the relevant **Circuit Breakers** will be opened by the **Operational Tripping Scheme** automatically.
- 4.4.2 Following each **De-Load** or **Trip**, and with respect to the relevant **Contracted Units** the **Operational Tripping Scheme** shall be deemed to be **Disarmed** until the end of the **Balancing Mechanism Window**.
- 4.4.3 Without prejudice to the **Provider's** obligations under **Grid Code OC7**, upon each incidence of **De-Loading** or **Tripping**, the **Provider** shall, as soon as reasonably practicable, notify the **Company** of the cessation of the export of **Active Power** from the **Contracted Units** by facsimile or email.
- 4.4.4 The **Provider** shall, following a **De-Load** or **Stability Trip** of a **Contracted Unit**:
- (a) resubmit the **MEL** for that **Contracted Unit** to reflect an **Output** of 0MW until the end of the **Balancing Mechanism Window** and in accordance with BC1 of the **Grid Code**;
 - (b) maintain the **Output** of that **Contracted Unit** at 0MW until the end of the **Balancing Mechanism Window**; and
 - (c) continue to submit the **Physical Notification** that would have been made had the **De-Load** or **Stability Trip** not occurred and submit **Bid-Offer Data** that would enable the **Company** to issue a **Bid-Offer Acceptance** instructing **Output** of the **Contracted Unit** to 0MW with effect from the end of the **Balancing Mechanism Window**, in each case, in accordance with BC1 of the **Grid Code**.
- 4.4.5 In the event that the **Contracted Units** de-load or trip otherwise than by operation of the **Operational Tripping Scheme**, the **Provider** shall continue to submit **MEL** to zero until the **Company** agrees otherwise.
- 4.4.6 The **Provider** acknowledges that it (and not the **Company**) is responsible for:
- (a) the **De-Loading** or **Tripping** of the **Contracted Units**;
 - (b) the operation of any relevant **Offshore Circuit Breaker** or **Onshore Circuit Breaker** (where the **Provider's Offshore Circuit Breaker** or **Onshore Circuit Breaker** is being utilised for the **CMIS Contract**); and

- (c) the impact of the **De-Loading** or **Stability Tripping** of the **Contracted Units** on the network of the relevant **Network Operator**.

4.5 **Charges**

- 4.5.1 In consideration of the **Provider** complying with its obligations, and subject to any notification under Paragraph 4.7.1 or Paragraph 4.7.3, the **Company** shall (subject to Paragraph 4.5.3) pay to the **Provider** in accordance with Paragraph 5 (*Payment*) an amount (the “**Arming Payment**”) calculated for each relevant **Contracted Unit** in accordance with Schedule 4.
- 4.5.2 The **Company** shall (subject to Paragraphs 4.5.3 and 4.5.4) pay to the **Provider** in accordance with Paragraph 5 (*Payment*) either:
 - (a) in respect of each **De-Load** of a **Contracted Unit**, an amount equal to the **De-Loading Charge** (“**De-Loading Payment**”); or
 - (b) in respect of each **Stability Trip** of a **Contracted Unit**, an amount equal to the **Stability Tripping Charge** (“**Stability Tripping Payment**”).
- 4.5.3 Where, for any period during which any of the **Contracted Units** are **Armed** to both the **B2-B5 Trip Conditions** and the **B6 Trip Conditions** (where a **Power Station** is the subject of two **CMIS Contracts** whose **Service Delivery Period** overlaps), then only one **Arming Payment** shall be payable, being the greater amount where different, and in the case of a **Stability Trip** during such period the applicable **Stability Tripping Charge** shall be that applicable to the **CMIS Contract** associated with the activating **Trip Conditions**.
- 4.5.4 For the avoidance of doubt, the **Parties** agree that no **De-Loading Payment** or **Stability Tripping Payment** shall be made where:
 - (a) reduction in **Active Power Output** of a **Contracted Unit** occurred otherwise than in accordance with a signal from the **Operational Tripping Scheme** to that **Contracted Unit**; or
 - (b) reduction in **Active Power Output** of a **Contracted Unit** occurred outside of an **Arming Period**; or
 - (c) reduction in **Active Power Output** of a **Contracted Unit** occurred following a withdrawal of availability in accordance with Paragraph 4.7.1 and before the **Company** is first notified of the restored availability of the **Operational Tripping Scheme** pursuant to Paragraph 4.7.1; or
 - (d) reduction in the **Active Power Output** of a **Contracted Unit** occurred pursuant to a **Relevant Requirement**.
- 4.5.5 For the purposes of the **ABSVD Methodology Statement** the reduction in **Output** of **Active Power** following operation of the **Operational Tripping Scheme** resulting in disconnection of a **Contracted Unit** shall be determined in accordance with the provisions of Schedule 2.

- 4.5.6 The **Provider** acknowledges that;
- (a) if a **Contracted Unit** is **Tripped** by the **Operational Tripping Scheme** as described in Paragraph 4.4 following a failure to **De-Load**, it shall not be entitled to any payment in addition to the **De-Loading Payment**;
 - (b) if the **Contracted Unit** is **Tripped** by the **Operational Tripping Scheme** before or after the ten (10) seconds provided for in Paragraph 4.4 have elapsed while it is in the process of **De-Loading**, then the **Provider** will be entitled to a **Stability Tripping Payment** but not a **De-Load Payment**; and
 - (c) if the **Contracted Unit** is tripped by the **Provider** in circumstances where it has been instructed to **De-Load**, it shall not be entitled to a **Stability Tripping Payment**.
- 4.5.7 The **Provider** shall not be eligible for any **Arming Payment** (or any **Stability Tripping Payment** or **De-Loading Payment**) where the **Contracted Unit** is armed in order to test the **Arming** and/or **Disarming** process.
- 4.6 **Grid Code**
- 4.6.1 The provision by the **Provider** of the **Contracted CMIS** shall not relieve it of any of its obligations (where applicable) set out in the **Grid Code**.
- 4.6.2 In addition to the provisions of Paragraph 4.6.1, if during an **Arming Period** the **Operational Tripping Scheme** fails to operate in accordance with these **Standard Contract Terms** for whatever reason, the **Company** may instruct the **Provider** to **Stability Trip** the relevant **Contracted Units** by issuing an **Emergency Instruction** in accordance with the provisions of the **Grid Code** provided that if the **Company** issues a **Bid Offer Acceptance** (or such an instruction is treated as a **Bid Offer Acceptance**) and the **Provider** receives payment under the **BSC** with respect to such **Bid Offer Acceptance**, or the **Provider** receives any other payments in accordance with the provisions of the **Grid Code** and/or the **CUSC** and/or the **BSC** in respect of such **Emergency Instruction**, then the **Provider** shall pay to the **Company** the sum of any such payments received less any **De-Loading Payment** or **Stability Tripping Payment** which the **Provider** would have received if the **Operational Tripping Scheme** had operated in accordance with these **Standard Contract Terms** (or where the **De-Loading Payment** or **Stability Tripping Payment** is greater than the sum of any other such payments received, the **Company** shall pay to the **Provider** the difference). Such payments shall be made in accordance with Paragraph 5 (*Payment*).
- 4.7 **Unavailability of the Service**
- 4.7.1 If a **Contracted Unit** becomes unavailable for participation in the **Operational Tripping Scheme** the **Provider** shall as soon as reasonably practicable notify the **Company** by email in the form set out in Schedule 6 ("**Notification of Unavailability**"). Such notification shall include a brief explanation thereof, the time of commencement of unavailability and the expected duration thereof.

- 4.7.2 The **Provider** shall as soon as reasonably practicable notify the **Company** by email in the form set out in Schedule 6 of the restored availability of the **Contracted Units** for participation in the **Operational Tripping Scheme** following resolution of the issues notified under Paragraph 4.7.1. Such notification shall specify the time of restoration of the availability of the **Contracted Units** for participation in the **Operational Tripping Scheme** and shall specify the steps taken to resolve such problems.
- 4.7.3 A **Contracted Unit** shall be treated as unavailable for the **CMIS** if at any time a **Co-Located Contracted Unit** is notified by the relevant **Provider** as unavailable for the **Contracted CMIS** for any reason. The **Company** shall notify the **Provider** when a **Co-Located Contracted Unit** has become unavailable for the **CMIS** and shall further notify the **Provider** when the availability of the **Co-Located Contracted Unit** has been restored.
- 4.8 **Damage to Plant and Apparatus**
- 4.8.1 Each **Party** shall bear the risk of, and the other **Party** shall have no liability to that **Party** in respect of, loss or damage to that **Party's Plant** or **Apparatus** caused directly or indirectly by the occurrence (or failure to occur) of a **Stability Trip** with respect to the **Contracted Units** in the manner contemplated by these **Standard Contract Terms** (whether **Stability Tripping** or failure to **Stability Trip** is caused by the other **Party's** default or the malfunction of its **Plant** and **Apparatus** or otherwise).
- 4.9 **Allowed Interruption**
- 4.9.1 Any **De-Loading** or **Stability Tripping** of any **Contracted Units** pursuant to these **Standard Contract Terms** shall constitute an **Allowed Interruption** for the purposes of paragraph 5.10 of section 5 of the **CUSC** and therefore no **Interruption Payment** shall become due or payable.
- 4.10 **Revisions to Prices**
- 4.10.1 If, at the commencement of a **CMIS Year**, twelve (12) months or more shall have elapsed since the **Service Commencement Date**, then the **Provider** shall be entitled to vary any or all of the then prevailing **Arming Payment Rate**, **Stability Tripping Charge** and **De-Loading Charge** (as applicable) in accordance with the following provisions:-
- 4.10.1.1 the revised **Arming Payment Rate**, **Stability Tripping Charge** and **De-Loading Charge** (as applicable) shall be notified to the **Company** in writing not earlier than [120] days and not later than [90] days prior to commencement of such **CMIS Year**;
- 4.10.1.2 any variation shall not cause the **Arming Payment Rate**, **Stability Tripping Charge** or **De-Loading Charge** (as applicable) to exceed the amount specified by the **Provider** in its **CMIS Tender**;

4.10.1.3 such variation shall be effective from the commencement of that **CMIS Year** and for the remainder of the **Service Delivery Period** (subject to any further variation under this Paragraph 4.10); and

4.10.1.4 if no such notification is made by the Provider, the prevailing **Arming Payment Rate, Stability Tripping Charge and De-Loading Charge** (as applicable) shall continue to apply for the remainder of the **Service Delivery Period** unless and until varied under this Paragraph 4.10.

4.11 **Outages for OTS Upgrades**

4.11.1 Where the **Company** needs to disconnect any **Contracted Units** in order to connect a new **Provider**, the **Company** shall use reasonable efforts to liaise with the **Provider** and any relevant **Network Operators** to time such disconnections to coincide with the **Provider's** outage plan.

4.11.2 The **Company** shall not bear any responsibility for any loss suffered as a result of disconnections arising from this Paragraph 4.11.

4.12 **Costs of connection to OTS**

For the avoidance of doubt, insofar as the **Provider** is required to undertake works at or adjacent to the **Power Station** in order to facilitate the **Responsible TO's** works to connect the **Power Station** and/or the **Contracted Units** to the relevant **Operational Tripping Scheme**, the costs of such works shall be borne solely by the **Provider**.

5. **PAYMENT**

5.1 As soon as reasonably practicable and no later than eight (8) **Business Days** following the end of each **Month** in respect of which an **Arming Instruction** was issued, the **Company** shall send to the **Provider** a statement (the "**Monthly Statement**") setting out the amounts payable. In respect of each **Month**, the **Company** shall include in that statement:

5.1.1 its calculation of the **Arming Payment** and any **De-Loading Payment** or **Stability Tripping Payment** due to the **Provider** in respect of the previous **Month**; and

5.1.2 if relevant, adjustments to be made (net of interest) in relation to disputes concerning **Arming Payments** or **De-Loading Payments** or **Stability Tripping Payments** in respect of any **Month** prior to the previous **Month**; and

5.2 If the **Provider** disagrees with any dates, times, facts or calculations set out in the **Monthly Statement**, it may notify the **Company** in writing, with the evidence on which it relies in support of such disagreement, no later than the date falling ten (10) **Business Days** after receipt thereof, but in the absence of any such notification by such date, the **Monthly Statement** shall be final and binding on the **Parties** subject only to Paragraph 5.3. The **Parties** shall discuss and endeavour to resolve the matter in good faith and any adjustments agreed shall be included in the **Monthly Statement** next following the date of resolution of the dispute. The

dates, times, facts and calculations set out in the **Monthly Statement** shall be binding upon the **Parties** until such time as they are reversed or revised by agreement between the **Parties** or otherwise determined pursuant to Paragraph 14 (*Dispute Resolution*).

- 5.3 Where, having regard to any **Settlement Run** or to the results of any other monitoring by the **Company** of service delivery, the **Company** or the **Provider** discovers that some or all of any calculations and/or amounts falling due shown in any **Monthly Statement** are incorrect, then it shall promptly notify the other in writing whereupon the **Company** shall, subject to verification by the **Company** revise the **Monthly Statement** and re-issue the same to the **Provider**, and the provisions of Paragraph 5.2 shall apply mutatis mutandis to such revised **Monthly Statement**.
- 5.4 In the absence of fraud, neither the **Company** nor the **Provider** may invoke the provisions of Paragraph 5.3 with respect to the contents of any **Monthly Statement** after the period of twelve (12) **Months** has elapsed following submission of that **Monthly Statement** in which the calculations and/or amounts in question were first stated, after which date such calculations and/or amounts shown in the last **Monthly Statement** issued by the **Company** shall be final and conclusive.
- 5.5 No later than the eighteenth (18th) **Business Day** of each **Month**, the **Company** will issue a self-billing invoice (or credit note) reflecting the **Monthly Statement** issued pursuant to Paragraph 5.2, and no later than five (5) **Business Days** after such date of issue the **Company** shall pay to the **Provider** (or the **Provider** shall pay to the **Company**, as the case may be) the net amount shown as due from the **Company** to the **Provider** (or from the **Provider** to the **Company**, as the case may be) in that **Monthly Statement**.
- 5.6 If either **Party** (the “**Defaulting Party**”) fails to pay any amount properly due under these **Standard Contract Terms** on the due date, then the **Defaulting Party** shall pay to the other **Party** interest on such overdue amount at the **Base Rate** plus three per cent (3%) from the date on which such payment was properly due to (but excluding) the date of actual payment. Any interest shall accrue from day to day.
- 5.7 If it is agreed or otherwise determined under Paragraph 5.2 that the **Provider** was entitled to a further payment from the **Company**, the **Provider** shall be entitled to interest at the **Base Rate** on the amount of such further payment from the date on which that sum would have been payable had it been included in the **Monthly Statement** for each **Relevant Settlement Period** until the date of payment.
- 5.8 If it is agreed or otherwise determined under Paragraph 5.2 that the **Provider** was not entitled to any payment it has received, the **Company** shall be entitled to interest at the **Base Rate** on the amount so paid from the date of payment until the date of repayment or the date when the **Company** makes a payment to the **Provider** which takes such payment into account.
- 5.9 Notwithstanding any other provision of these **Standard Contract Terms**, the **Parties** shall not be limited in any way as to the evidence they may rely upon in any

proceedings arising out of or in connection with payment for the **Contracted CMIS** under these **Standard Contract Terms** and the **Parties** agree that in the event and to the extent that either **Party** succeeds in proving in any such proceedings that the **Service** was or was not provided, the successful **Party** shall be entitled to repayment of the sums already paid or payment of sums not paid as the case may be in respect of the **CMIS**.

- 5.10 Save as otherwise expressly provided in these **Standard Contract Terms**, sums payable by one **Party** to the other pursuant to these **Standard Contract Terms** whether by way of charges, interest or otherwise shall (except to the extent otherwise required by law) be paid in full, free and clear of and without deduction, set-off or deferment in respect of any disputes or claims whatsoever save for sums the subject of a final award or judgement (after exhaustion of all appeals if this opportunity is taken) or which by agreement between the **Company** and the **Provider** may be so deducted or set off.
- 5.11 All amounts payable in connection with a **CMIS Contract** shall be exclusive of any Value Added Tax or other similar tax and the **Company** shall pay to the **Provider** Value Added Tax at the rate for the time being and from time to time properly chargeable in respect of the making available and/or supply of the **CMIS** under these **Standard Contract Terms**.
- 5.12 All payments by the **Company** to the **Provider** in connection with a **CMIS Contract** will be made by payment to the bank account details of which are notified to the **Company** by the **Provider** from time to time.
- 5.13 The submission of all **Monthly Statements** and facts and other evidence in support thereof and any questions in connection therewith from the **Company** to the **Provider** and vice versa in accordance with this Paragraph 5 must be made, in the absence of agreement to the contrary between the **Parties**, by 19.00 hours on the **Business Day** concerned.
- 5.14 Each **Provider** irrevocably consents to the operation of a self-billing system by the **Company** with regard to the payment for the **CMIS** and will at all times throughout the term of any **CMIS Contract** maintain such consent. The **Provider** hereby undertakes to do (at the **Company's** cost) all acts and things reasonably necessary to enable the **Company** to comply with the regulations of HM Revenue & Customs as regards the self-billing of the **CMIS**.
- 5.15 The provisions of this Paragraph 5 shall survive termination of the **CMIS Contract**.

6. **LIMITATION OF LIABILITY**

- 6.1 Subject to Paragraph 6.2, save where any provision of these **Standard Contract Terms** provides for an indemnity, the **Parties** agree and acknowledge that neither **Party** (the "**Party Liable**") nor any of its officers, employees or agents shall be liable to the other **Party** for loss arising from any breach of a **CMIS Contract** other than for loss directly resulting from such breach and which at the date of the **CMIS Contract** was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach in respect of:

- 6.1.1 physical damage to the property of the other **Party**, its officers, employees or agents; and/or
- 6.1.2 the liability of such other **Party** to any other person for loss in respect of physical damage to the property of any person subject, for the avoidance of doubt, to the requirement that the amount of such liability claimed by such other party should be mitigated in accordance with general law,
- 6.1.3 provided further that the liability of any **Party** in respect of all claims for such loss shall not exceed five million GB pounds (£5,000,000) per incident or series of related incidents.
- 6.2 Nothing in these **Standard Contract Terms** shall exclude or limit the liability of the **Party Liable** for death or personal injury resulting from the negligence of the **Party Liable** or any of its officers, employees or agents and the **Party Liable** shall indemnify and keep indemnified the other **Party**, its officers, employees or agents, from and against all such and any loss or liability which such other **Party** may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the **Party Liable** or any of its officers, employees or agents.
- 6.3 Subject to Paragraph 6.2 and save where any provision of these **Standard Contract Terms** or any **Framework Agreement** provides for an indemnity neither the **Party Liable** nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to the other **Party** for:
 - 6.3.1 any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
 - 6.3.2 any indirect or consequential loss; or
 - 6.3.3 loss resulting from the liability of the other **Party** to any other person howsoever and whensoever arising save as provided in Paragraph 6.1.2 and Paragraph 6.2.
- 6.4 Each **Party** acknowledges and agrees that the other **Party** holds the benefit of Paragraphs 6.1, 6.2 and 6.3 for itself and as trustee and agent for its officers, employees and agents.
- 6.5 The rights and remedies provided by these **Standard Contract Terms** or the **Framework Agreement** to the **Parties** are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of a **CMIS Contract** or the **Framework Agreement**, including without limitation any rights either **Party** may possess in tort which shall include actions brought in negligence and/or nuisance. Accordingly, each of the **Parties** waives to the fullest extent possible all such rights and remedies provided by common law or statute and releases the other **Party**, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in the **Framework Agreement** or any **CMIS Contract** and undertakes not to enforce any of the same except as expressly provided herein.

6.6 For the avoidance of doubt, the **Parties** acknowledge and agree that nothing in these **Standard Contract Terms** shall exclude or restrict or otherwise prejudice or affect any of the rights, powers, privileges, remedies, duties and obligations of the **Secretary of State** or the **Authority** under the **Act**, any **Licence** or otherwise howsoever.

6.7 Each of Paragraphs 6.1, 6.2, 6.3 and 6.4 shall:

6.7.1 be construed as a separate and severable contract term, and if one or more of such Paragraphs is held to be invalid, unlawful or otherwise unenforceable the other or others of such Paragraphs shall remain in full force and effect and shall continue to bind the **Parties**; and

6.7.2 survive termination of the **Framework Agreement** or **CMIS Contract** concerned.

6.8 For the avoidance of doubt, nothing in this Paragraph 6 shall prevent or restrict any **Party** enforcing any obligation (including suing for a debt) owed to it under or pursuant to the **Framework Agreement** or any **CMIS Contract**.

6.9 Each **Party** acknowledges and agrees that the provisions of this Paragraph 6 have been the subject of discussion and negotiation and are fair and reasonable having regard to the circumstances as at the date of submission of the relevant **CMIS Tender**.

7. **METERING**

7.1 The relationship between the **Parties** with respect to **Energy Metering Equipment** shall be regulated in accordance with Sections K and L of the **Balancing and Settlement Code**.

7.2 The relationship between the **Parties** with respect to **Operational Metering Equipment** shall be regulated by paragraph 6.7.3 of the **Connection and Use of System Code** and **Grid Code CC.6.4.4, CC.6.5.6 and ECC.6.5.6**.

8. **TERMINATION**

Automatic Termination

8.1 A **CMIS Contract** shall terminate automatically upon:

8.1.1 the **Provider** ceasing to be a **BSC Party** solely as a result of the **Provider's** election or a material breach by the **Provider** of its obligations under the **BSC**; or

8.1.2 the revocation or withdrawal of the **Generation Licence** solely as a result of the **Provider's** election or a material breach by the **Provider** of its obligations under such licence; or

8.1.3 termination of the applicable **Bilateral Agreement** solely as a result of the **Provider's** election or a material breach by the **Provider** of its obligations under such agreement; or

- 8.1.4 the **Responsible TO** connecting a **Co-Located Unit** of a new **User** in circumstances where the existing **Provider** objects to the new **User** participating in the **Operational Tripping Scheme** or the new **User** does not agree to participate in the **Operational Tripping Scheme**,

if the **Provider** cannot comply in all material respects with its obligations under these **Standard Contract Terms** or (in the case of paragraph 8.1.4) it is not possible for the **Provider's Contracted Unit** to **Fast Trip** in accordance with the **Operational Tripping Scheme** without causing the new **User's Co-Located Unit** to trip.

Termination by Provider

- 8.2 The **Provider** may, by notice in writing to the **Company**, terminate the **CMIS Contract** in the event that:
- 8.2.1 the **Company** shall fail to pay (other than by inadvertent error in funds transmission which is discovered by the **Provider**, notified to the **Company** and corrected within ten (10) **Business Days** following such notification) any sum properly due or owing from it in connection with a **CMIS Contract** according to its terms and such non-payment remains unremedied and not disputed in good faith and upon reasonable grounds at the expiry of fifteen (15) **Business Days** immediately following receipt by the **Company** of written notice from the **Provider** of such non-payment; or
- 8.2.2 the **Company** shall commit any material breach (other than a breach under Paragraph 8.2.1) of a **CMIS Contract** (or persistent breaches of a **CMIS Contract** which taken as a whole are material), or shall commit a breach of any of the material obligations on its part to be observed under the **CMIS Contract** , and the **Provider** shall have served written notice on the **Company** requiring it to remedy such default (if it is capable of remedy) within thirty (30) days or such longer period as may be reasonably necessary to remedy the default and the **Company** shall have failed to remedy such default to the reasonable satisfaction of the **Provider** within the specified period; or
- 8.2.3 in respect of the **Company**:
- (a) an order of the High Court is made or an effective resolution passed for its winding-up or dissolution; or
 - (b) a receiver (which expression shall include an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking is appointed; or
 - (c) an administration order under Section 8 of the Insolvency Act 1986 is made or an administrator has been appointed (whether out of court or otherwise) or if a voluntary arrangement is proposed by the **Company** under Section 1 of that Act; or
 - (d) it enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the **Authority**); or

- (e) any of the events referred to in (a) to (d) above has occurred and is continuing and the **Company** is unable to pay its debts within the meaning of Section 123 (1) or (2) of the Insolvency Act 1986 save that such section shall have effect as if for seven hundred and fifty pounds sterling (£750) there was inserted two hundred and fifty thousand pounds sterling (£250,000) (and the **Company** shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by it with recourse to all appropriate measures and procedures);

and in any such case within twenty-eight (28) days of appointment of the liquidator, receiver, administrative receiver, administrator, nominee or other similar officer, such person has not provided to the **Provider** a guarantee of future performance by the **Company** of the **CMIS Contract** in such form and amount as the **Provider** may reasonably require.

Termination by the **Company**

- 8.3 The **Company** may, by notice in writing to the **Provider**, terminate a **CMIS Contract** in the event that:-
- 8.3.1 without prejudice to Paragraph 8.1, the **Provider** shall commit any material breach (other than a breach under Paragraph 8.3.2) of the **Framework Agreement** or any **CMIS Contract** (or persistent breaches of the same, which taken as a whole are material), or shall commit a breach of any of the material obligations on its part to be observed under the **Framework Agreement** or any **CMIS Contract** and the **Company** shall have served written notice on the **Provider** requiring it to remedy such default (if it is capable of remedy) within thirty (30) days or such longer period as may be reasonably necessary to remedy the default and the **Provider** shall have failed to remedy such default to the reasonable satisfaction of the **Company** within the specified period; or
- 8.3.2 the **Provider** shall fail to pay (other than by inadvertent error in funds transmission which is discovered by the **Company**, notified to the **Provider** and corrected within ten (10) **Business Days** following such notification) any sum properly due or owing from it pursuant to the **Framework Agreement** or any **CMIS Contract** according to its terms and such non-payment remains unremedied and not disputed in good faith and upon reasonable grounds at the expiry of fifteen (15) **Business Days** immediately following receipt by the **Provider** of written notice from the **Company** of such non-payment;
- 8.3.3 in respect of the **Provider**:
- (a) an order of the High Court is made or an effective resolution passed for its winding-up or dissolution; or
- (b) a receiver (which expression shall include an administrative receiver within the meaning of Section 29 of the Insolvency Act 1986) of the whole or any material part of its assets or undertaking is appointed; or

- (c) an administration order under Section 8 of the Insolvency Act 1986 is made or an administrator has been appointed (whether out of court or otherwise) or if a voluntary arrangement is proposed by the **Provider** under Section 1 of that Act; or
- (d) it enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the **Authority**); or
- (e) any of the events referred to in (a) to (d) above has occurred and is continuing and the **Provider** is unable to pay its debts within the meaning of Section 123 (1) or (2) of the Insolvency Act 1986 save that such section shall have effect as if for seven hundred and fifty pounds sterling (£750) there was inserted two hundred and fifty thousand pounds sterling (£250,000) (and the **Provider** shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by it with recourse to all appropriate measures and procedures)

and in any such case within twenty-eight (28) days (or such longer period as the **Company** may in its absolute discretion permit) of appointment of the liquidator, receiver, administrative receiver, administrator, nominee or other similar officer, such person has not provided to the **Company** a guarantee of future performance by the **Provider** of the **Framework Agreement** or any **CMIS Contract** in such form and amount as the **Company** may reasonably require.

Other termination rights

- 8.4 The provisions of this Paragraph 8 are additional to any other rights of termination expressly provided. Termination of any **CMIS Contract** under this Paragraph 8 or any other provision of these **Standard Contract Terms**, shall be without prejudice to the rights and remedies to which a **Party** may be entitled hereunder and shall not affect any accrued rights obligations or liabilities of either **Party** nor the coming into or continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

9. **ASSIGNMENT AND OTHER DEALINGS**

- 9.1 Save as provided for in Paragraphs 9.2 and 9.3, a **CMIS Contract** is personal to the **Parties** and neither **Party** shall assign, transfer, mortgage, charge, sub-contract or deal in any other manner with any or all of its rights and obligations under a **CMIS Contract** without the prior written consent of the other **Party** (such consent not to be unreasonably withheld, conditioned or delayed).
- 9.2 **NESO** may assign or purport to transfer the benefit and/or burden of a **CMIS Contract** or any other rights and/or obligations pursuant to a **CMIS Contract** to a successor **Licence** holder.
- 9.3 The **Provider** may with the prior written consent of **NESO** (such consent not to be unreasonably withheld or delayed):

- 9.3.1 assign or charge its benefit under a **CMIS Contract** in whole or in part by way of security; or
- 9.3.2 upon disposal of any part of the **Provider's** business comprising the **Power Station** to another member of the **Provider's Group**, transfer its rights and obligations under a **CMIS Contract** to that other member of the **Provider's Group**, provided that the **Provider** guarantees the continued performance of that **CMIS Contract** by that other member of the **Provider's Group** on such terms as **NESO** may require; or
- 9.3.3 upon disposal of any part of the **Provider's** business comprising the **Power Station** to any third party (other than another member of the **Provider's Group**), transfer its rights and obligations under these **Standard Contract Terms** to the new owner of the business, provided that there have been transferred to the new owner, all of its rights and obligations under each of the **Bilateral Agreements** (and associated **Construction Agreements**) and **Mandatory Services Agreements** (as applicable) relevant to the part of the business or undertaking to be transferred and provided further that the new owner of the business satisfies any of **NESO's** reasonable due diligence checks (including technical and financial capacity) as notified to the **Provider**.
- 9.4 The **Provider** may subcontract any or all of its obligations under a **CMIS Contract** to any third party. No such subcontracting shall discharge any obligation of the **Provider** under the **CMIS Contract** and it shall remain liable in full for performance of the matter so subcontracted.
- 9.5 If ownership, occupancy or use (for the purpose of providing the **Contracted CMIS**) of the site at which the **Power Station** is located changes, or may change, during the term of a **CMIS Contract**, the **Provider** shall immediately notify **NESO** of the same. **NESO** and the **Provider** shall, at the reasonable request of **NESO**, discuss the implications of the change and the options available to minimise any disruption that may be caused by the change.
- 9.6 **NESO** may terminate the **CMIS Contract** in accordance with Paragraph 8 (*Termination*) if a **Change in Ownership** of the **Provider** occurs and the new owner fails to satisfy any of **NESO's** reasonable due diligence checks (including technical and financial capacity) as notified to the **Provider**.
10. **CONFIDENTIALITY AND ANNOUNCEMENTS**
- 10.1 Subject to the exceptions provided in Paragraph 10.3 and Paragraph 11 (*Disclosure of Information*) (and to the extent otherwise expressly permitted by these **Standard Contract Terms**), neither **Party** shall, at any time, without the prior consent of the other **Party** in writing (such consent not to be unreasonably withheld or delayed), divulge or suffer or permit its officers, employees, agents or contractors to divulge to any person or permit use by any person (other than disclosure to or use by any of its or their respective officers or employees to the extent that such disclosure and use is required to enable such persons properly to carry out their duties in connection with any **CMIS Contract**):

- 10.1.1 any of the contents of the **Framework Agreement** or a **CMIS Contract**;
- 10.1.2 any commercially confidential information relating to the negotiations concerning the entering into of the **Framework Agreement** or a **CMIS Contract**;
- 10.1.3 any commercially confidential information which may come to a **Party's** knowledge in the course of such negotiations; or
- 10.1.4 any commercially confidential information concerning the operations, contracts, commercial or financial arrangements or affairs of the other **Party**.
- 10.2 Each **Party** undertakes to use information referred to in Paragraph 10.1 and disclosed to it by the other **Party** solely for the purposes of performing a **CMIS Contract** and shall not use it for any other purpose or for the purposes of any third party.
- 10.3 The restrictions imposed by Paragraph 10.1 shall not apply to the disclosure of any information:
 - 10.3.1 which now or hereafter comes into the public domain otherwise than as a result of a breach of a confidentiality obligation or which either **Party** can show was in its written records prior to the date of disclosure of the same by the other **Party**, under these **Standard Contract Terms** or which it receives from a third party independently entitled to disclose it;
 - 10.3.2 which is required by law or pursuant to the rules of the Electricity Arbitration Association in England and Wales or pursuant to the rules or regulations of the Financial Services Authority to be disclosed to any person who is authorised by law or pursuant to the rules of the Electricity Arbitration Association in England and Wales or pursuant to the rules or regulations of the Financial Services Authority to receive the same;
 - 10.3.3 which is required to be disclosed by the regulations of any recognised exchange upon which the share capital of the **Party** making the disclosure (or its parent undertaking) is or is proposed to be from time to time listed or dealt in, or is required to be disclosed by the Panel on Takeovers and Mergers;
 - 10.3.4 to a court, arbitrator or administrative tribunal in the course of proceedings before it to which the disclosing **Party** is a party;
 - 10.3.5 pursuant to any **Licence** of the **Party** concerned;
 - 10.3.6 to any consultants, banks, financiers, insurers or professional advisers retained by the disclosing **Party**;
 - 10.3.7 by the **Provider** to a third party who is a party to a power purchase agreement in respect of the electricity generated by the **Power Station** and with whom all (or some of) the risks and benefits arising from a **CMIS Contract** will be shared provided such party is subject to confidentiality undertakings which are no less onerous than those to which the **Provider** is subject to under these **Standard Contract Terms**;

- 10.3.8 by either **Party** to any parent or any other company that directly or indirectly holds shares in that **Party**, or any subsidiary or fellow subsidiary undertaking, in each case, on a “need to know” basis only and provided that any such company is subject to confidentiality undertakings which are no less onerous than those to which the **Party** is subject under these **Standard Contract Terms**;
- 10.3.9 required or expressly permitted to be disclosed under the terms of any agreement or arrangement to which both the **Parties** have agreed to be bound; or
- 10.3.10 which is disclosed to a third party in connection with an assignment or transfer permitted under Paragraph 9.1, provided that such third party is subject to confidentiality undertakings which are no less onerous than those to which the **Provider** is subject under these **Standard Contract Terms**.
- 10.4 In this Paragraph 10, the words “parent undertaking”, “subsidiary undertaking” and “fellow subsidiary undertaking” shall have the meanings as provided in sections 1161 and 1162 of the Companies Act 2006.
- 10.5 Before either **Party** discloses any information in any of the circumstances described in Paragraphs 10.3.6 to 10.3.8 (other than to its authorised professional advisers), it shall notify the other **Party** of its intention to make such disclosure and (in the case where the disclosing **Party** is the **Provider**) procure the execution and delivery to that **Party** of an undertaking executed by the person to whom the disclosure is proposed to be made being in the same terms mutatis mutandis as the undertakings contained in this Paragraph 10.
- 10.6 No public announcement or statement regarding the signature, performance or termination of any **CMIS Contract** shall be issued or made by either **Party** unless:
- 10.6.1 to the extent legally possible, before it is issued or made, both the **Parties** have been furnished with a copy of it and have approved it (such approval not to be unreasonably withheld or delayed); or
- 10.6.2 it is necessary to do so in order to comply with any applicable law or the regulations of any recognised stock exchange upon which the share capital of such Party is from time to time listed or dealt in.
- 10.7 With respect to the information referred to in Paragraph 10.1 both **Parties** shall ensure, to the extent reasonably practicable, that:-
- 10.7.1 such information is disseminated within their respective organisations on a “need to know” basis only;
- 10.7.2 employees, directors, agents, consultants and professional advisers who are in receipt of such information are made fully aware of the **Party’s** obligations of confidence in relation thereto; and
- 10.7.3 any copies of such information, whether in hard copy or computerised form, will clearly identify the information as confidential.

10.8 Notwithstanding any other provision of these **Standard Contract Terms**, the provisions of this Paragraph 10 shall continue to bind a person after termination of any **CMIS Contract** for whatever reason.

11. **DISCLOSURE OF INFORMATION**

11.1 The **Provider** hereby consents to the disclosure, publication and use by the **Company** in such manner or form and at such times as it thinks fit of:

11.1.1 the rates for calculating **Arming Payments, De-Loading Payments** and **Stability Tripping Payments** for each **Contracted Unit**;

11.1.2 the periods for which **Arming** of the **Operational Tripping Scheme** in respect of the **Contracted Units** has been instructed;

11.1.3 the aggregate cost of **Arming Payments**, the aggregate amount of **De-Loading Payments** and the aggregate amount of **Stability Tripping Payments** made by the **Company** to the **Provider** and all other Providers participating in the **CMIS**; and

11.1.4 any other data and other information relating to these **Standard Contract Terms** and the provision of the **CMIS** for the purposes of any or all of the statements published from time to time pursuant to **Standard Condition C9** (*Procurement and Use of Balancing Services*) of the **ESO Licence**.

11.2 Where the **Company** intends disclosing and using any data or other information relating to these **Standard Contract Terms** other than that specified in Paragraph 11.1 it shall first consult with the **Provider** regarding the form and scope of the intended disclosure documentation and, acting reasonably and in good faith, make such adjustments to the disclosure documentation as the **Provider** may reasonably request in order to protect its business interests.

12. **WAIVER**

12.1 No delay by or omission of any **Party** in exercising any right, power, privilege or remedy under these **Standard Contract Terms** shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

13. **NOTICES**

13.1 Any notice or other communication (other than those to be given under Paragraph 4 (*Service Obligations*) or otherwise in respect of operational matters) (a "**Notice**") to be given by one **Party** to the other under, or in connection with the matters contemplated by, these **Standard Contract Terms, Framework Agreement** or **CMIS Contract** shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or facsimile or email, and sent to the address or facsimile number or email address of such other **Party** given in the **Framework Agreement** for the purpose and marked for the attention of the person so given or

to such other address, email or facsimile number and/or marked for such other attention as such other **Party** may from time to time specify by notice given in accordance with this Paragraph 13 to the **Party** giving the relevant notice or other communication to it.

- 13.2 A **Notice** shall be deemed to have been received:
 - 13.2.1 in the case of delivery by hand, when delivered; or
 - 13.2.2 in the case of first class prepaid post, on the second day following the day of posting or (if sent airmail from overseas) on the fifth day following the day of posting; or
 - 13.2.3 in the case of email, at the time of transmission or, if this time falls outside **Business Hours** in the place of receipt, when **Business Hours** resume; or

14. **DISPUTE RESOLUTION**

- 14.1 Save where expressly stated in these **Standard Contract Terms** to the contrary and subject to any contrary provision of the **Act** or any Licence or the rights, powers, duties and obligations of the **Authority** or the **Secretary of State** under the **Act**, any **Licence** or otherwise howsoever, any dispute or difference of whatever nature howsoever arising under out of or in connection with the **Framework Agreement** or a **CMIS Contract** between the **Parties** shall be and is hereby referred to arbitration in accordance with Paragraph 14.2, provided always that prior to any such referral to arbitration:
 - 14.1.1 the **Party** seeking to refer the matter to arbitration shall first serve on the other **Party** a "**Dispute Notice**" describing in reasonable detail the nature of the **Dispute**;
 - 14.1.2 the **Parties** shall thereafter without delay commence and continue to use all reasonable endeavours to resolve the **Dispute** promptly, equitably and in a good faith manner and (where commensurate with the nature and extent of the dispute) at a senior officer level; and
 - 14.1.3 any referral to arbitration may only be made by a **Party** where the **Dispute** remains unresolved upon expiry of a period of twenty-eight (28) days following delivery of the relevant **Dispute Notice**.
- 14.2 Subject to Paragraph 14.1, any **Dispute** shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration from time to time in force, which Rules are deemed to be incorporated by reference into this Paragraph. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London and the language to be used in the arbitral proceedings shall be English.
- 14.3 Where any provision in these **Standard Contract Terms** provides, or the **Parties** have agreed, for a dispute or difference between the **Parties** to be referred to an independent expert ("**Expert**") the following provisions shall apply, and neither **Party** shall commence proceedings in any court in respect of or otherwise in connection with such dispute:

- 14.3.1 the **Expert** shall be jointly appointed by the **Parties** and shall be a person of good repute with the relevant skills and technical experience to be able to make a fair and reasoned determination having regard to the nature of the dispute or difference;
- 14.3.2 the **Parties** agree that the **Expert** shall act as an expert and not as an arbitrator and shall decide those matters referred to him using his skill, experience and knowledge and with regard to all such other matters as he in his sole discretion considers appropriate;
- 14.3.3 if the **Parties** cannot agree upon the selection of an **Expert**, the **Expert** shall be selected on the application of either **Party** by the Centre for Effective Dispute Resolution;
- 14.3.4 all references to the **Expert** shall be made in writing by either **Party** with notice to the other being given contemporaneously, and the **Parties** shall promptly supply the **Expert** with such documents and information as he may request when considering any referral;
- 14.3.5 the **Expert** shall be requested to use his or her best endeavours to give his decision upon the question before him as soon as possible in writing following its referral to him, his decision shall, in the absence of fraud or manifest error, be final and binding upon the **Parties**;
- 14.3.6 the **Parties** shall equally share the **Expert's** fees and expenses unless the **Expert** determines otherwise; and
- 14.3.7 save to the extent otherwise expressly provided herein or in the determination by the **Expert**, this Paragraph shall, to the extent necessary for the **Parties** to perform their obligations under these **Standard Contract Terms**, continue to bind the **Parties** after termination.

15. JURISDICTION

- 15.1 Subject and without prejudice to Paragraph 14 and to Paragraph 15.4, both **Parties** irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with any **CMIS Contract** and that accordingly any suit, action or proceeding (together in this Paragraph 15 referred to as "**Proceedings**") arising out of or in connection with a **CMIS Contract** may be brought to such courts.
- 15.2 Each **Party** irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any **Proceedings** in any such court as is referred to in this Paragraph 15 and any claim that any such **Proceedings** have been brought in an inconvenient forum and further irrevocably agrees that judgment in any proceedings brought in the courts of England and Wales shall be conclusive and binding upon such **Party** and may be enforced in the courts of any other jurisdiction.
- 15.3 Each **Party** which is not incorporated in any part of Great Britain agrees that if it does not have, or shall cease to have, a place of business in Great Britain it will

promptly appoint, and shall at all times maintain, a person in Great Britain to accept service of process on its behalf in any **Proceedings** in Great Britain.

- 15.4 For the avoidance of doubt nothing contained in the foregoing provisions of this Paragraph 15 shall be taken as permitting a party to commence **Proceedings** in the courts where these **Standard Contract Terms** otherwise provide for **Proceedings** to be referred to arbitration.

16. **GOVERNING LAW**

- 16.1 Each **CMIS Contract** and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in all respects in accordance with the laws of England and Wales.

17. **SEVERANCE OF TERMS**

- 17.1 If any provision of a **CMIS Contract** is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the **Secretary of State**, such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the **CMIS Contract** which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

18. **ENTIRE AGREEMENT**

- 18.1 Each **CMIS Contract** contains or expressly refers to the entire agreement between the **Parties** with respect to the subject matter of that **CMIS Contract**, and expressly excludes any warranty, condition or other undertaking implied at law or by custom, and supersede all previous agreements and understandings between the **Parties** with respect thereto. Each of the **Parties** acknowledges and confirms that it is not aware of any representation, warranty or other undertaking not fully reflected in the terms of a **CMIS Contract** which it has relied upon in entering into that **CMIS Contract**. To the extent that any such representation, warranty or other undertaking exists, each **Party** irrevocably and unconditionally waives any right it may have to claim damages for breach of warranty and/or to rescind any **CMIS Contract** unless such warranty or misrepresentation was made or given fraudulently.

19. **RIGHTS OF THIRD PARTIES**

- 19.1 The **Parties** hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to any **CMIS Contract** save as expressly provided in these **Standard Contract Terms**.

20. **FORCE MAJEURE**

- 20.1 In so far as either **Party** is prevented from performing any of its obligations under the **Framework Agreement** or any **CMIS Contract** due to an event or circumstance of **Force Majeure**, then the rights and obligations of the **Parties** shall

be suspended for as long as and to the extent that the circumstance of **Force Majeure** prevents such performance. For the avoidance of doubt:

- 20.1.1 the **Provider** shall not be entitled to any **Arming Payment** to the extent that the **Power Station** is unavailable by reason of **Force Majeure**; and
- 20.1.2 the **Parties** agree that they shall not be relieved from their obligations under any **CMIS Contract** by reason of events or circumstances commencing prior to the last date specified in the **Tender** for **Tender Submissions** and continuing as at that date.
- 20.2 The **Party** affected by the **Force Majeure** shall notify the other **Party** in writing immediately upon becoming aware of an event or circumstance of **Force Majeure**, an explanation of the **Force Majeure** event (including, without limitation, the nature of the occurrence and its expected duration) and the obligations which it is prevented from performing and shall continue to furnish regular reports with respect thereto to the other **Party** during the period of **Force Majeure**.
- 20.3 As soon as is reasonably practicable, following an event or circumstance of **Force Majeure**, the **Parties** shall discuss how best to continue their respective obligations under the **Framework Agreement** or any **CMIS Contract**.
- 20.4 For the avoidance of doubt the non-performance of either **Party's** obligations under the **Framework Agreement** or any **CMIS Contract** arising prior to the event or circumstance of **Force Majeure**, shall not be excused as a result of the event or circumstance of **Force Majeure**.
- 20.5 The **Company** shall have a right to terminate any **CMIS Contract** if the **Provider** has been prevented from performing its obligations due to an event of **Force Majeure** for a continuous period of two (2) Months.

21. **WARRANTIES AND INDEMNITIES**

- 21.1 The **Provider** hereby warrants and represents to the **Company** that on each occasion on which a **CMIS Contract** comes into existence:
 - 21.1.1 the availability and delivery of the **Contracted CMIS** from the **Power Station** pursuant to and in accordance with these **Standard Contract Terms** does not cause it to be in breach of, or to otherwise be non-compliant with, any **Legal Requirement** and/or any agreement with any person;
 - 21.1.2 without limiting Paragraph 21.1.1, where the **Power Station** is connected to a **User System**, it has obtained the consent in writing from the owner and/or operator of that **User System** to the provision from the **Power Station** of the relevant **Contracted CMIS**;
 - 21.1.3 it will not do anything in connection with these **Standard Contract Terms** that will cause it to be in breach of, or to otherwise be non-compliant with, any **Legal Requirement** and/or any agreement with any person; and

21.1.4 save where the **Provider** has sought and been granted written consent by the **Company** (such consent to be at the **Company's** sole discretion), it is not a party to an agreement or arrangement other than a **Relevant Contract** with the **Company** or any **Distribution Network Operator** or electricity supplier or other person to provide **Stability Compensation Services, Active Network Management** or any other service from the **Power Station** which may impair the ability of the **Provider** to provide the **CMIS** and/or perform its obligations under these **Standard Contract Terms**,

and the **Provider** repeats this warranty and representation on acknowledgement of each **Arming Instruction**.

21.2 If, notwithstanding Paragraph 21.1, the **Company** receives a claim by a third party related to any actual or alleged breach or non-compliance by the **Provider** as described in Paragraph 21.1 ("**Third Party Claim**"), the **Company** shall:

21.2.1 as soon as reasonably practicable, give written notice to the **Provider**, specifying in reasonable detail the nature of the **Third Party Claim**;

21.2.2 keep the **Provider** reasonably informed of the progress of the **Third Party Claim**;

21.2.3 if requested by the **Provider**, supply (at the **Provider's** expense) copies of any material correspondence or other documents relating to the **Third Party Claim** (subject to legal professional privilege and any obligations of confidence that are binding on the **Company**); and

21.2.4 use reasonable endeavours to consult with the **Provider** regarding the conduct of the **Third Party Claim**,

and the **Provider** shall indemnify the **Company** against all and any losses, liabilities, claims and expenses that may be suffered or incurred by the **Company** in connection therewith. Such indemnity shall include any legal costs and expenses reasonably incurred in the contesting of such claim, including the court costs and the reasonable fees of lawyers and other professional advisers.

22. **ANTI-BRIBERY, SANCTIONS AND NESO KEY POLICIES**

22.1 Each **Party** shall:

22.1.1 comply with all **Anti-Bribery Laws**;

22.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the **Bribery Act** if such activity, practice or conduct had been carried out in the United Kingdom;

22.1.3 have and shall maintain in place throughout the term of each **CMIS Contract** its own policies and procedures, including **Adequate Procedures** to ensure compliance with the **Anti-Bribery Laws**, and this Paragraph 22.1, and will enforce them where appropriate;

- 22.1.4 procure and ensure that all of its **Associated Persons** and/or other persons who are performing services and/or providing goods in connection with any **CMIS Contract** comply with this Paragraph 22.
- 22.2 Without prejudice to any other rights or remedies either Party may terminate the **Framework Agreement** and any subsisting **CMIS Contract** on written notice to the other **Party** specifying the date on which these **Standard Contract Terms** will terminate in the event of a breach of Paragraph 22.1.
- 22.3 The **Provider** shall take all reasonable steps in accordance with **Good Industry Practice** to procure that no aspect of its performance of any **CMIS Contract**:
 - 22.3.1 involves a **Sanctioned Person**; or
 - 22.3.2 any breach of the **NESO Key Policies**.
- 22.4 The **Provider** represents and warrants that neither it nor any member of the **Provider's Group** has been convicted of any offence involving **Anti-Bribery Laws** or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with **Anti-Bribery Laws** or been subject to any civil action arising in connection therewith or in connection with any actual or alleged secret payments to agents or other analogous circumstances.
- 22.5 Breach of this Paragraph 22 shall be a material breach of the relevant **CMIS Contract** for the purposes of Paragraph 6 (*Termination*).

23. ANTI-SLAVERY AND HUMAN TRAFFICKING

- 23.1 In performing its obligations under a **CMIS Contract**, the **Provider** shall:
 - 23.1.1 comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 23.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
 - 23.1.3 notify the **Company** as soon as it becomes aware of any actual or suspected breach of Paragraph 23.1.1 and/or Paragraph 23.1.2; and
 - 23.1.4 maintain a complete set of records to trace the supply chain of all services provided to **NESO** in connection with its **CMIS Contract**; and permit **NESO** and its third party representatives to inspect the **Provider's** premises and records, to meet the **Provider's** personnel and to audit the **Provider's** compliance with its obligations under this Paragraph 23.
- 23.2 The **Provider** represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

23.3 Breach of this Paragraph 23 shall be a material breach of the **CMIS Contract** for the purposes of Paragraph 6 (*Termination*).

23.4 **COMPETITION LAWS**

23.5 Neither the **Provider** nor any member of the **Provider's Group** is engaged in any agreement, arrangement, practice or conduct which amounts to an infringement of the **Competition Laws** of any jurisdiction in which the **Provider** or any member of the **Provider's Group** respectively conducts business and none of their respective directors, officers or employees is engaged in any activity which would be an offence or infringement under any such **Competition Laws**.

23.6 Neither the **Provider** nor any member of the **Provider's Group**, nor any of their respective directors, officers or employees, is the subject of any investigation, inquiry or proceedings by any relevant government body, agency or authority in connection with any actual or alleged infringement of the **Competition Laws** of any jurisdiction in which the **Provider** or any member of the **Provider's Group** respectively conducts business. No such investigation, inquiry or proceedings have been threatened or are pending and there are no circumstances likely to give rise to any such investigation, inquiry or proceedings.

23.7 Neither the **Provider** nor any member of the **Provider's Group** is affected by any existing or pending decisions, judgments, orders or rulings of any relevant government body, agency or authority responsible for enforcing the **Competition Laws** of any jurisdiction and neither the **Provider** nor any member of the **Provider's Group** have given any undertakings or commitments to such bodies or been subject to any civil action arising in connection therewith.

23.8 Breach of this Paragraph 23 shall be a material breach of a **CMIS Contract** for the purposes of Paragraph 8 (*Termination*).

24. **EMR**

24.1 Notwithstanding any confidentiality obligations and any restriction on the use or disclosure of information set out in these **Standard Contract Terms**, the **Provider** consents to the **Company** and each of its subsidiaries using all and any information or data supplied to or acquired by it in any year under or in connection with any **CMIS Contract** for the purpose of carrying out its **EMR Functions**.

24.2 The provisions relating to the resolution of disputes set out in these **Standard Contract Terms** are subject to any contrary provision of an **EMR Document**.

24.3 Where for the purposes of this provision only:

"AF Rules" has the meaning given to "allocation framework" in section 13(2) of the Energy Act 2013;

“Capacity Market Rules”	means the rules made under section 34 of the Energy Act 2013 as modified from time to time in accordance with that section and The Electricity Capacity Regulations 2014;
“EMR Document”	means The Energy Act 2013, The Electricity Capacity Regulations 2014, the Capacity Market Rules, The Contracts for Difference (Allocation) Regulations 2014, The Contracts for Difference (Definition of Eligible Provider) Regulations 2014, The Contracts for Difference (Electricity Supplier Obligations) Regulations 2014, The Electricity Market Reform (General) Regulations 2014, the AF Rules and any other regulations or instruments made under Chapter 2 (contracts for difference), Chapter 3 (capacity market) or Chapter 4 (investment contracts) of Part 2 of the Energy Act 2013 which are in force from time to time; and
“EMR Functions”	has the meaning given to “EMR functions” in Chapter 5 of Part 2 of the Energy Act 2013.

25. CHANGE IN LAW

25.1 If a **Relevant Change in Law** occurs that:

25.1.1 requires a change in the **Provider’s** policies or practices in operating the **Contracted Units** for the purposes of the **CMIS**; or

25.1.2 materially increases or decreases the **Provider’s** costs of performing any **CMIS Contract**, either **Party** may, by not less than ten (10) **Business Days’** notice to the other **Party**, seek in good faith to agree in accordance with the change management procedure detailed in Schedule 5 any changes in operating practice and/or any changes which should be made to these **Standard Contract Terms** as are necessary to achieve (insofar as possible) the same balance of benefits, liabilities, risk and reward between the **Parties** in respect of the subject matter of any **CMIS Contract** as applied immediately prior to the **Relevant Change in Law**.

26. NO PARTNERSHIP

26.1 The **Parties** are independent and nothing contained herein shall be deemed to create an association, joint venture, partnership or principal/agent relationship between the **Parties** or to impose any partnership obligation or liability on either **Party**. Neither **Party** shall have any right, power or authority to enter into any agreement or commitment, act on behalf of, or otherwise bind the other Party in any way.

SCHEDULE 1 DEFINITIONS

“ABSVD Methodology”	has the meaning given to it in the CUSC ;
“Act”	the Electricity Act 1989;
“Active Network Management”	participation in a scheme operated by a Distribution Network Operator which is designed to continually monitor in real time constraints on an area of the network for the purpose of allocation of available capacity;
“Active Power”	the product of voltage and the in-phase component of alternating current measured in units of Watts and standard multiples thereof i.e. 1000 Watts = 1kW 1000 kW = 1MW 1000 MW = 1GW 1000 GW = 1TW;
“Adequate Procedures”	shall be determined in accordance with section 7(2) of the Bribery Act (and any guidance issued under section 8 of that Act);
“Allowed Interruption”	the meaning attributed to it in the CUSC ;
“Anti-Bribery Laws”	shall mean all applicable laws, statutes, regulations, and codes of mandatory application relating to anti-bribery and anti-corruption including but not limited to the Bribery Act ;
“Apparatus”	all equipment in which electrical conductors are used, supported or of which they may form a part;
“Arm”	the switching in of the Operational Tripping Scheme in respect of a Contracted Unit so as to allow signals to pass from the Operational Tripping Scheme to the relevant Circuit Breakers , and “Armed” and “Arming” shall be construed accordingly;
“Arming Instruction”	the meaning attributed to it in Paragraph 4.2.1;
“Arming Payment”	the meaning attributed to it in Paragraph 4.5.1;
“Arming Payment Rate”	the payment rate specified in a CMIS Tender (as may be varied pursuant to Paragraph 4.10);

“Arming Period”	In relation to an Operational Tripping Scheme , the period in respect of which that Operational Tripping Scheme is Armed in relation to a Contracted Unit ;
“Associated Person”	shall have the meaning ascribed to it in section 8 of the Bribery Act and shall include but is not limited to any employees, agents and/or subcontractors of the Provider or the Company as applicable in relation to the provision of the CMIS ;
“Authority”	the Gas and Electricity Markets Authority established by section 1 of the Utilities Act 2000;
“B2-B5 Operational Tripping Scheme”	the operational tripping scheme jointly owned, operated and maintained by SP Transmission Plc and Scottish Hydro Electric Transmission Plc which incorporates (inter alia) the B2-B5 Trip Conditions and which can issue a signal to Stability Trip or De-Load one or more of the Contracted Units ;
“B6 Operational Tripping Scheme”	the operational tripping scheme owned, operated and maintained by SP Transmission Plc which incorporates (inter alia) the B6 Trip Conditions and which can issue a signal to Stability Trip or De-Load one or more of the Contracted Units ;
“B2-B5 Trip Conditions”	the circuits for which the B2-B5 Operational Tripping Scheme can be Armed in relation to a Contracted Unit , as specified in Schedule 3, Part 1;
“B6 Trip Conditions”	the circuits for which the B6 Operational Tripping Scheme can be Armed in relation to a Contracted Unit , as specified in Schedule 3, Part 2;
“Balancing and Settlement Code (BSC)”	the meaning attributed to it in the Transmission Licence ;
“Balancing Mechanism”	the meaning attributed to it in the Transmission Licence ;
“Balancing Mechanism Window”	in relation to a particular time, means the period from that time to the end of the Settlement Period for which Gate Closure has most recently occurred at that time and having a duration of between 1 and 1½ hours;
“Balancing Services Activity”	the meaning attributed to it in the Transmission Licence ;

“ Base Rate ”	the Bank of England Official Rate from time to time provided that, if at any time the Bank of England Official Rate is a negative rate, then zero per cent (0%);
“ Bid-Offer Acceptance ”	the meaning attributed to it in the Grid Code ;
“ Bilateral Agreement ”	the Bilateral Agreement (as that term is defined in the CUSC) relating to the Contracted Unit ;
“ BM Unit ”	the meaning attributed to it in the BSC , except for the purposes of these Standard Contract Terms the reference to “a Party ” in the BSC shall be a reference to the Provider ;
“ BM Unit Metered Volume ”	the meaning attributed to it in the BSC ;
“ BSC Party ”	the meaning attributed to a “Party” in the BSC , except for the purposes of these Standard Contract Terms the reference to “a Party ” in the BSC shall be a reference to the Provider ;
“ Business Day ”	a week-day other than a Saturday on which banks are open for domestic business in the City of London;
“ Business Hours ”	9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt;
“ Change in Law ”	the occurrence of any of the following events after the date of formation of the relevant CMIS Contract : <ul style="list-style-type: none"> (a) the coming into effect of any Law or Directive that is not in effect as at the date of the relevant CMIS Contract; (b) the repeal, replacement or amendment of any Law or Directive; or (c) a change in the interpretation by any Competent Authority of any Law or Directive;
“ Change in Ownership ”	(a) any sale, transfer or disposal of any legal, beneficial or equitable interest in fifty per cent (50%) or more of the shares in the Provider or any holding company of the Provider (including the control over the exercise of voting rights conferred on those shares, control over the right to appoint or remove directors or the rights to dividends); and/or

- (b) any other arrangements that have or may have or which result in the same effect as described in (a) above;

“Circuit Breaker”	a mechanical switching device, capable of making carrying and breaking currents under normal circuit conditions and also of making, carrying for a specified time and breaking currents under specific abnormal circuit conditions, such as those of short circuit;
“CMIS B2-B5”	the constraint management intertrip service for the B2, B3a, B4 and B5 constraint boundaries, as further described in the Service Specification ;
“CMIS B6”	the constraint management intertrip service for the B6 constraint boundary, as further described in the Service Specification ;
“CMIS Contract”	each contract made between the Company and a Provider for the provision of the CMIS B2-B5 or the CMIS B6 , formed upon acceptance by the Company of a CMIS Tender or upon agreement between the Company and a User with a Co-Located Unit in accordance with the CMIS Tender Procedure ;
“CMIS Tender”	a tender submitted by a Provider to the Company for the provision from a Contracted Unit of the CMIS B2-B5 or the CMIS B6 in the form set out in the CMIS Tender Procedure ;
“CMIS Tender Pack”	the documents published by NESO setting out the procedure to be followed for the procurement of the CMIS B2-B5 and the CMIS B6 ;
“CMIS Tender Assessment Principles”	the tender assessment principles published by the Company for the purposes of the CMIS B2-B5 or the CMIS B6 from time to time;
“CMIS Tender Procedure”	the documentation published by the Company setting out the procedure to be followed for the procurement of CMIS Contracts for the CMIS B2-B5 and the CMIS B6 ;
“CMIS Year”	each period of twelve (12) Months commencing at 00:00 hours on 1 st October and ending at 23:59 hours on the following 30 th September, with the first CMIS Year commencing at 00:00 hours on 1 st October 2027;
“Co-Located Contracted Unit”	a Co-Located Unit that is subject to a CMIS Contract ;

“Co-Located Unit”	a Generating Unit that is connected behind the same Circuit Breaker as a Contracted Unit ;
“Combined Cycle Gas Turbine Module” or “CCGT Unit”	a collection of Generating Units (registered as a CCGT Module under the Grid Code PC) comprising one or more Gas Turbine Units (or other gas based engine units) and one or more Steam Units where, in normal operation, the waste heat from the Gas Turbine Units is passed to the water/steam of the associated Steam Unit or Steam Units and where the component units within the CCGT Module are directly connected by steam or hot gas lines which enable those units to contribute to the efficiency of the combined cycle operation of the CCGT Module ;
“Competent Authority”	the Authority or any local, national or supra-national agency, authority, department, inspectorate, minister, official, court, tribunal or public or statutory person (whether autonomous or not) of the United Kingdom (or the government thereof) which have jurisdiction over the Company or the subject matter of any CMIS Contract ;
“Competition Laws”	the national and directly effective legislation of any jurisdiction which governs the conduct of companies or individuals in relation to restrictive or other anti-competitive agreements or practices (including, but not limited to, cartels, pricing, resale pricing, market sharing, bid rigging, terms of trading, purchase or supply and joint ventures), dominant or monopoly market positions (whether held individually or collectively) and the control of acquisitions or mergers;
“Conditions Precedent”	the conditions precedent (if any) to the coming into effect of a CMIS Contract as set out in the prevailing CMIS Tender Pack ;
“Connection and Use of System Code” or “CUSC”	the Connection and Use of System Code designed by the Secretary of State as from time to time modified;
“Connection Site”	each location more particularly described in the relevant Bilateral Agreement at which the Provider’s Equipment and Transmission Connection Assets required to connect the Provider to the National Electricity Transmission System are situated or at which the Provider’s Equipment is connected to a User System ;

“Constraint Management Intertrip Service” or “CMIS”	the CMIS B2-B5 or the CMIS B6 as the context requires;
“Construction Agreement”	as defined in the CUSC ;
“Contract Term”	the duration of a CMIS Contract referred to in Paragraph 3.1;
“Contracted CMIS”	the CMIS which is the subject of a CMIS Contract ;
“Contracted Unit”	each BM Unit at the Provider’s Power Station specified in Schedule 1 of the Framework Agreement , together referred to as the Contracted Units ;
“CUSC Framework Agreement”	the meaning attributed to it in the Transmission Licence ;
“Customer”	a person to whom electrical power is provided (whether or not he is the same person as the person who provides the electrical power) other than power to meet Station Demand of that person;
“De-Load”	in relation to CMIS B2-B5 , where, in response to a signal from the relevant Operational Tripping Scheme (but not otherwise) the Provider ramps down a Contracted Unit’s output to zero MW within ten (10) seconds, measured from the fault occurrence to the zero MW output, during any Arming Period and “ De-Loaded ” and “ De-Loading ” shall be construed accordingly;
“De-Loading Charge”	the amount specified as such in a CMIS Tender (as may be varied pursuant to Paragraph 4.10);
“De-Loading Payment”	has the meaning given to it in Paragraph 4.5.2.1;
“Demand”	the demand of MW and Mvar of Electricity ;
“Desynchronisation”	the act of taking a Generating Unit off a System to which it has been Synchronised by opening any connecting Circuit Breaker and “ Desynchronised ” shall be construed accordingly;
“Disarm”	the switching out of the relevant Operational Tripping Scheme in respect of the Contracted Units so as to prevent the applicable signals passing from the Operational Tripping Scheme to the relevant Circuit

	Breakers , and “ Disarmed ” and “ Disarming ” shall be construed accordingly;
“ Disarming Instruction ”	the meaning attributed to it in Paragraph 4.3.1;
“ Disconnect ”	permanent physical disconnection of the Provider’s Equipment at any given Connection Site and “ Disconnection ” shall be construed accordingly;
“ Distribution Licence ”	a licence issued under section 6(1)(c) of the Act ;
“ Distribution Network Operator ”	a holder of a Distribution Licence who was the holder of, or is a successor to a company which was the holder of a Public Electricity Supply Licence , relating to distribution activities in Great Britain;
“ EDL ”	means the electronic despatch logging mechanism by which the Company notifies the Provider in respect of its Contracted Units of the arming and disarming of the Operational Tripping Scheme ;
“ Electricity ”	Active Energy and Reactive Energy ;
“ Emergency Instruction ”	the meaning attributed to it in the Grid Code ;
“ Energy ” or “ Active Energy ”	the electrical energy produced, flowing or supplied by an electric circuit during a time interval, being the integral with respect to time of the instantaneous power, measured in units of Watt-hours or standard multiples thereof i.e. 1000 Wh = 1kWh 1000 kWh = 1MWh 1000 MWh = 1GWh 1000 GWh = 1TWh
“ Energy Metering Equipment ”	the meaning attributed to the phrase “Metering Equipment” in the Balancing and Settlement Code ;
“ ESO Licence ”	the Electricity System Operator Licence granted under section 6(1ZA) of the Act ;
“ Expert ”	an independent expert appointed for the purposes of Expert determination;

“Externally Interconnected System Operator”	the meaning attributed to it in the Grid Code ;
“Fast Trip”	in relation to a Contracted Unit , the opening of any one or more Relevant Circuit Breakers in response to a signal from the Operational Tripping Scheme (and not otherwise) during any Arming Period and with a target speed of 200 milliseconds, measured from the fault occurrence, to opening of any one or more Relevant Circuit Breakers, so that the Contracted Unit has an Output of zero MW input at the grid connection point thereafter;
“Final Change Decision”	the Company’s decision on implementation of a Change Proposal formulated pursuant to Schedule 5 sub-paragraph 5(b);
“Force Majeure”	for the purposes of Paragraph 20 (<i>Force Majeure</i>) and in relation to either Party , any event or circumstance which is beyond the reasonable control of such Party (not being, without limitation an event or circumstance caused by the negligence or lack of care and attention of that Party or its officers or employees, agents, contractors, and subcontractors or a failure to maintain such Plant in accordance with Good Industry Practice) but subject thereto including act of God, epidemic or pandemic, strike, lockout or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, accumulation of snow or ice, lack of water arising from weather or environmental problems, explosion, governmental restraint, Act of Parliament, other legislation, bye law and Directive (not being any order, regulation or direction under Section 32, 33, 34 and 35 of the Act) save to the extent that any such event constitutes a Relevant Change in Law (in which case Paragraph 25 shall apply), provided always that lack of funds shall not be interpreted as a cause beyond the reasonable control of that Party ;
“Framework Agreement”	the agreement titled “CMIS Framework Agreement” entered into between the Company and a Provider giving contractual effect to these Standard Contract Terms ;

“ Gate Closure ”	in relation to a Settlement Period , the spot time 1 hour before the spot time at the start of that Settlement Period ;
“ Generating Unit ”	any Apparatus which produces electricity;
“ Generation Licence ”	the licence granted to the Provider pursuant to section 6(1)(a) of the Act ;
“ Good Industry Practice ”	the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
“ Grid Code ”	has the meaning given to that term in the ESO Licence ;
“ Grid Code CC ”	the Connection Conditions of Grid Code ;
“ Grid Code OC ”	the Operating Codes of the Grid Code ;
“ Grid Code PC ”	the Planning Code of the Grid Code ;
“ Grid Supply Point ”	a point of supply from the National Electricity Transmission System to Network Operators or Non-Embedded Customers ;
“ Group ”	in respect of a Party , that Party’s parent undertakings, subsidiary undertakings and any subsidiary undertakings of any such parent undertaking (where the terms “ parent ”, “ subsidiary ” and “ undertaking ” shall have the meanings as provided in sections 1159, 1161 and 1162 of the Companies Act 2006);
“ Industry Document ”	a multilateral code or agreement created and maintained pursuant to a Licence ;
“ Industry Information Website ”	the web page on the Company’s website for the publication of information regarding the CMIS for the use of Providers ;
“ Interruption Payment ”	the meaning attributed to it in the CUSC ;
“ Law or Directive ”	<ul style="list-style-type: none"> (a) any law (including the common law); (b) any statute, statutory instrument, regulation, instruction, direction, rule or requirement of any Competent Authority; (c) any condition or other requirement of any Licence or other required authorisation, licence,

	consent, permit or approval (or of any exemption from the requirement to have the same); and
	(d) any provision of any Industry Document;
“Legal Requirement”	has the meaning given to it in the BSC ;
“Licence”	any one or more as appropriate of the Licences granted pursuant to section 6 of the Act ;
“Mandatory Ancillary Service”	has the meaning attributed to it in the CUSC ;
“Mandatory Services Agreement”	has the meaning attributed to it in the CUSC ;
“Maximum Export Limit” (MEL)	has the meaning attributed to the term in Appendix 1 of Grid Code BC1 ;
“Month”	a calendar month;
“National Electricity Transmission System” or “NETS”	has the meaning attributed to it in the CUSC ;
“NESO Key Policies”	the published NESO policies, available online as may be amended from time to time, relating to: <ul style="list-style-type: none"> (a) Supplier Code of Conduct; (b) Code of Ethics; (c) Anti-Financial Crimes Policy; (d) Environmental Policy; (e) Occupational Safety Policy; (f) Process Safety Policy; and (g) Wellbeing and Health Policy;
“Net Imbalance Amount”	the net amount of any imbalance sums payable or receivable by the Provider as a direct consequence of a De-Load or a Trip . Where this calculation requires an amount to be converted from another currency to Pounds Sterling or Pounds Sterling to another currency (as appropriate), the rate of exchange shall be the Bank of England’s spot rate for the purchase of the relevant currency at close of business on the relevant day;

“Network Operator”	a person with a User System directly connected to the National Electricity Transmission System to which Customers and/or Power Stations (not forming part of a User System) are connected, acting in its capacity as operator of the User System , but shall not include a person acting in the capacity of Externally Interconnected System Operator ;
“Non-Embedded Customer”	a Customer except for a Network Operator acting in its capacity as such receiving electricity direct from the National Electricity Transmission System irrespective of from whom it is supplied;
“Offshore”	the meaning attributed to it in the Grid Code ;
“Offshore Grid Entry Point”	the meaning attributed to it in the Grid Code ;
“Offshore Transmission System”	the meaning attributed to it in the Grid Code ;
“Onshore”	the meaning attributed to it in the Grid Code ;
“Operational Metering Equipment”	meters, instrument transformers (both voltage and current), transducers metering protection equipment including alarms circuitry and their associated outstations as may be necessary for the purposes of the Grid Code CC6.5.6 and the corresponding provision of the relevant Distribution Code ;
“Operational Tripping Scheme”	the B2-B5 Operational Tripping Scheme or the B6 Operational Tripping Scheme , as the context requires;
“Output”	the actual Active Power or Reactive Power output achieved by a BM Unit ;
“Party”	the Company or a Provider and “Parties” shall be construed accordingly;
“Party Liable”	the meaning attributed to it in Paragraph 6.1;
“Physical Notification or PN”	the meaning attributed to it in the Grid Code ;
“Plant”	fixed and movable items used in the generation and/or supply and/or transmission of electricity other than Apparatus ;
“Power Station”	the installation comprising one or more Generating Units (even where separately sited) owned or controlled

	by the Provider which may reasonably be considered as being managed as one power station;
“Proceedings”	the meaning attributed to it in Paragraph 15.1;
“Proposed Legal Requirement”	a Legal Requirement that has been proposed by a Competent Authority , including without limitation by means of a consultation, white paper, green paper or parliamentary bill, but which has not yet come into effect as a Change in Law ;
“Provider’s Equipment”	the Plant and Apparatus owned by the Provider (ascertained in the absence of agreement to the contrary by reference to the principles of ownership set out in CUSC) which: <ul style="list-style-type: none"> (a) is connected to Transmission Connection Assets forming part of any particular Connection Site to which the Provider wishes so to connect; or (b) is connected to a User System to which the Provider wishes so to connect;
“Provider’s Group”	the Provider , any subsidiary or holding company of the Provider from time to time and any subsidiary of any such holding company from time to time;
“Public Electricity Supply Licence”	a licence issued under section 6(1)(c) of the Act prior to the coming into force of section 30 of the Utilities Act 2000;
“Qualifying Change in Law”	a Change in Law which principally affects or principally relates to the Company in its capacity as operator of the National Electricity Transmission System and/or the procurement of the CMIS or balancing services generally;
“Reactive Energy”	the integral with respect to time of Reactive Power ;
“Reactive Power”	the product of voltage and current and the sine of the phase angle between them measured in units of voltamperes reactive and standard multiples thereof i.e., <ul style="list-style-type: none"> 1000 Var = 1kvar 1000 kVar = 1Mvar
“Relevant Change in Law”	a Change in Law that:

<p>“Relevant Circuit Breaker”</p>	<p>(a) was not, acting in accordance with Good Industry Practice, reasonably foreseeable by the Provider as at the date of formation of the relevant CMIS Contract; and</p> <p>(b) affects the provision of the Constraint Management Intertrip Service or other similar services but not one which affects the operation of the Provider’s Contracted Units in general;</p> <p>(c) in relation to a Contracted Unit located Onshore, a Circuit Breaker on the transmission feeder circuit; or</p> <p>(d) in relation to a Contracted Unit located Offshore, a Circuit Breaker [at the Offshore Grid Entry Point]¹ that has been nominated as available to be Armed;</p>
<p>“Relevant Contract”</p>	<p>in relation to a Provider and its Contracted Unit, any Balancing Services Contract to provide Slow Reserve or a similar reserve service or Dynamic Containment or a similar response service (other than the Mandatory Ancillary Service of Frequency Response to the Company) and such other services as the Company may from time to time notify to all Providers;</p>
<p>“Relevant Requirement”</p>	<p>in relation to a Contracted Unit, any requirement in the Bilateral Agreement that could affect the ability of the Contracted Unit to provide the CMIS;</p>
<p>“Remote Transmission Assets”</p>	<p>any Plant and Apparatus or meters owned by the Company which (a) are embedded in a User System and which are not directly connected by Plant and/or Apparatus owned by the Company to a sub-station owned by the Company and (b) are by agreement between the Company and such User under the direction and control of such User;</p>
<p>“Responsible TO”</p>	<p>(a) in relation to the B2-B5 Operational Tripping Scheme, Scottish Power Transmission Plc and Scottish Hydro Electric Transmission Plc; and</p> <p>(b) in relation to the B6 Operational Tripping Scheme, SP Transmission Plc ;</p>

¹ Note: this may need to be updated depending on whether the Provider has the agreement of the OFTO to use the OFTO’s equipment, or to trip the OFTO at no cost to NESO.

“Resynchronise”	the act of Synchronising a Generating Unit with a System by closure of the circuit breaker;
“Runback”	where, in response to a signal from the relevant Operational Tripping Scheme (but not otherwise) a Contracted Unit’s output ramps down to zero MW within 200 milliseconds, measured from the fault occurrence to zero MW output, during any Arming Period ;
“Sanctioned Country”	any country or territory that is the target of comprehensive, country or territory wide Sanctions ;
“Sanctioned Person”	any person (companies, entities or individuals) that is (i) listed on, or owned or controlled by a person listed on, or acting on behalf of a person listed on, a Sanctions List ; (ii) the government of a Sanctioned Country or a member of the government of a Sanctioned Country ; (iii) resident in or incorporated under the laws of any Sanctioned Country ; or (iv) to the best of the knowledge and belief of a Party (having made due and careful enquiries), otherwise a target of Sanctions ;
“Sanctions”	economic or financial sanctions, trade embargoes or restrictive measures imposed, administered or enforced from time to time by any Sanctions Authority ;
“Sanctions Authority”	(i) United Kingdom government, (ii) the United Nations Security Council; (iii) the European Union; (iv) the United States government; (v) the sanctions local competent authority where the deal is executed or booked;
“Sanctions List”	any of the lists of specifically designated nationals or designated persons or entities (or equivalent) held by any Sanctions Authority , including, without limitation, (i) the Consolidated United Nations Security Council Sanctions List; (ii) the "Specially Designated Nationals and Blocked Persons" list maintained by The Office of Foreign Assets Control ("OFAC"); (iii) the consolidated list of persons, groups or entities subject to European Union sanctions administered by the European External Action Service;
“Secretary of State”	the meaning attributed to it in the Act ;
“Service Specification”	the specification for the CMIS B2-B5 or the CMIS B6 (as the context requires) published by the Company on the Industry Information Website ;

“Service Commencement Date”	00.00 hours on the date specified by the Provider in its CMIS Tender (or any later date notified by the Company under Paragraph 3.6);
“Service Delivery Period”	that part of the Contract Term which commences on the Service Commencement Date and ends on the Service Expiry Date ;
“Service Expiry Date”	24.00 hours on 30 th September 2030 being expiry of the final CMIS Year (or any later date notified by the Company under Paragraph 3.5);
“Settlement Period”	a period of thirty (30) minutes ending on the hour or half hour in each hour during a day;
“Settlement Run”	has the meaning attributed to it in the BSC ;
“Special Conditions”	has the meaning given to that term in paragraph 14 of Schedule 5 (<i>Change Control Procedure</i>);
“Stability Compensation Services”	the services contracted by the Company under the Stability Pathfinder and similar services;
“Stability Trip”	at the option of the Provider , a Fast Trip or a Runback and “Stability Tripping” shall be construed accordingly;
“Stability Tripping Charge”	the amount so specified in the relevant CMIS Tender (as may be varied pursuant to Paragraph 4.10);
“Stability Tripping Payment”	the meaning attributed to it in Paragraph 4.5.2.2;
“Standard Contract Terms”	these terms (including the Schedules) as amended, extended, supplemented, novated or modified from time to time;
“Station Demand”	the meaning attributed to it in the CUSC ;
“Steam Unit”	a Generating Unit whose prime mover converts the heat-energy in steam to mechanical energy;
“System”	any User System or the National Electricity Transmission System as the case may be;
“System to Provider Operational Intertripping Scheme”	the meaning attributed to it in the Grid Code ;

“Tender”	the procurement process for the provision of the CMIS B2-B5 and the CMIS B6 undertaken pursuant to a CMIS Tender Procedure ;
“Tender Submission”	a submission made in response to a CMIS Tender Procedure ;
“Transmission Connection Assets”	the meaning attributed to it in the CUSC ;
“Trip Conditions”	the B2-B5 Trip Conditions or the B6 Trip Conditions , as the context requires;
“User”	a person who is party to the CUSC Framework Agreement other than the Company ;
“User System”	as defined in the Grid Code .

SCHEDULE 2 ABSVD METHODOLOGY

For the purposes of the **ABSVD Methodology Statement**, the reduction in **Output of Active Power** following operation of the **Operational Tripping Scheme** resulting in the **De-Loading** or **Stability Tripping** of a **Contracted Unit** shall be determined as follows:

$$SE_{sj} = \int_0^{SPD} E_{sj}(t) dt \quad \text{between } t_0 \text{ and } t_1$$

Where:

SE_{sj} is as defined in the **ABSVD Methodology Statement**

$E_{sj}(t)$ is the required energy from the **CMIS** s at time t from the start of **Settlement Period** j . The required energy is determined with reference to Figure 1 (included for illustrative purposes only):

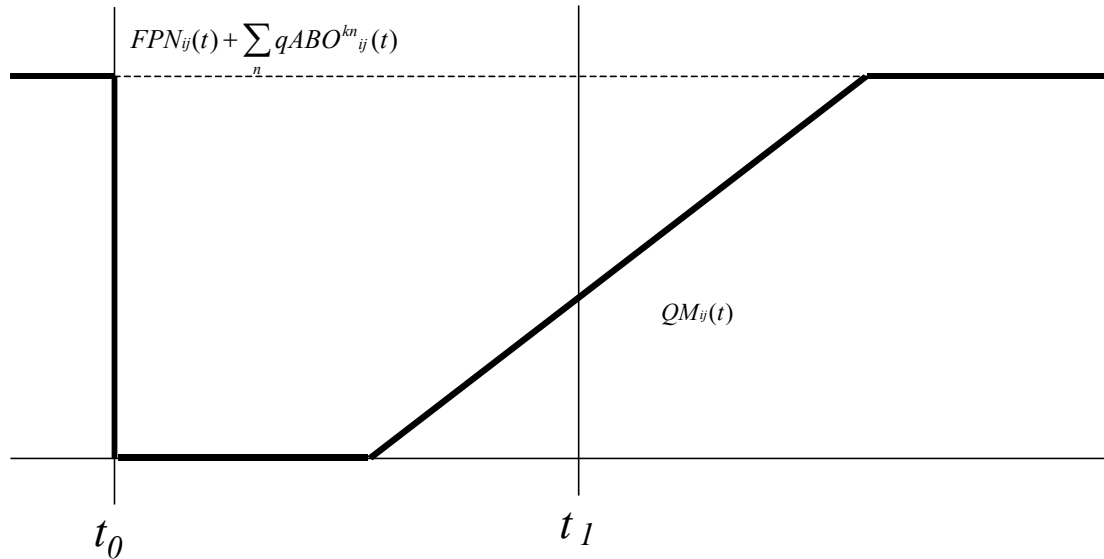


Figure 1

Where:

$$E_{sj}(t) = \left(FPN_{ij}(t) + \sum_n qABO^{kn}_{ij}(t) \right) - QM_{ij}(t)$$

$FPN_{ij}(t)$

has the meaning attributed to it in the **Balancing and Settlement Code**;

$\sum_n qABO^{kn}_{ij}(t)$

has the meaning attributed to it in the **Balancing and Settlement Code**;

$QM_{ij}(t)$

is the **BM Unit Metered Volume** (as defined in the **Balancing and Settlement Code**) at spot time t ;

- t_0 is the time at which the **Stability Trip** or **De-Load** occurs;
- t_1 is the time at the end of the **Balancing Mechanism Window**.

SCHEDULE 3

PART 1

B2-B5 TRIP CONDITIONS

FAULTED CIRCUITS
Beauly – Fasnakyle
Beauly – Fort Augustus
Fasnakyle – Fort Augustus
Fort Augustus – Melgarve
Forth Augustus - Tummel
Denny North – Melgarve
Denny North – Tummel
Braco West – Denny North
Fetteresso - Kintore
Alyth – Fetteresso
Alyth – Kincardine
Alyth - Tealing
Kintore – Tealing
Tealing – Westfield
Glenrothes – Tealing
Westfield – Mossmorran
Longannet – Mossmorran
Denny North / Westfield – Longannet
Denny North – Longannet
Denny North 275/400kV SGT1
Denny North 275/400kV SGT2
Denny North - Melgarve
Clyde’s Mill – Easterhouse / Newarthill
Easterhouse – Longannet
Clyde’s Mill – Longannet
Clyde’s Mill – Strathaven / East Kilbride
Strathaven 275/400kV SGT3

Strathaven 275/400kV SGT4
Coatbridge - Newarthill
Newarthill – Wishaw
Grangemouth – Kincardine
Currie – Kincardine
Currie – Grangemouth
Currie – Kaimes
Kaimes – Cockenzie
Kaimes – Smeaton
Hunterston East - Neilston
Devol Moor – Neilston / Hunterston East
Windyhill - Neilston
Windyhill – Devol Moor
Windyhill – Lambhill / Denny North
Windyhill – Lambhill
Lambhill – Denny North
Wishaw 275/400kV SGT8
Wishaw 275/400kV SGT9

PART 2

B6 TRIP CONDITIONS

FAULTED CIRCUITS
Elvanfoot - Strathaven
Elvanfoot - Coalburn - Strathaven
Elvanfoot - Moffat - Harker
Elvanfoot - Gretna - Harker
Bylth - Eccles - Stella West
Harker - Hutton

Hutton – Middleton – Penwortham

Heysham – Hutton – Penwortham

Spennymoor - Stella West

Norton - Spennymoor

Heysham - Middleton

SCHEDULE 4 ARMING PAYMENTS

The **Arming Payment** (AP_m) to be made by the **Company** to the **Provider** under Paragraph 4.5.1 for the aggregate duration of all **Arming Periods** in Month m that are not for the purposes of tests, shall be calculated in accordance with the following formula:

$$AP_m = \sum_m (APR_{ju} \times MV_{ju})$$

Where:

\sum_m is the summation for all **Settlement Periods** in Month m falling within an **Arming Period**;

APR_{ju} is the **Arming Payment Rate** (expressed in £/MWh) applicable in **Settlement Period** j , for **Contracted Unit** u ; and

MV_{ju} is the **BM Unit Metered Volume** (expressed in MWh) applicable in **Settlement Period** j , for **Contracted Unit** u .

SCHEDULE 5
CHANGE CONTROL PROCEDURE

1. The **Company** may propose amendments to these **Standard Contract Terms** in accordance with Paragraph 1.3 and may propose amendments requested by a **Provider** by formulating a written proposal ("**Change Proposal**").
2. The contents of a **Change Proposal** shall include without limitation:-
 - a. an explanation of, and the rationale for, each amendment, including the extent to which required as a result of a **Proposed Legal Requirement** or a **Change in Law**;
 - b. if applicable, details of the **Proposed Legal Requirement** or **Change in Law**;
 - c. the proposed implementation date; and
 - d. where reasonable to do so having regard to the nature of each amendment, a copy of these **Standard Contract Terms** (or an extract thereof) clearly identifying the proposed new or revised legal text.
3. Each **Change Proposal** shall be notified by the **Company** to the **Providers**, and for these purposes notification may be published on the **Industry Information Website**.
4. The **Company** shall give all recipients of the **Change Proposal** ("**CP Consultees**") a reasonable opportunity and, in any event, not less than thirty-one (31) calendar days, to review and provide the **Company** with written comments on each **Change Proposal**.
5. Not earlier than the date for receipt of comments from **CP Consultees** specified in Paragraph 4, and having regard to such comments received, the **Company** may, at its sole discretion, notify **CP Consultees** (which may be by publication on the **Industry Information Website**) its decision either to:-
 - a. withdraw the **Change Proposal**, which shall be effective upon written notice of the same to all **CP Consultees**; or
 - b. implement the **Change Proposal** (with or without modifications) whereupon the **Company** shall proceed to formulation of a **Final Change Decision** pursuant to paragraph 6,

provided always that where the **Company** fails to take either of the steps outlined above by the date which is forty-five (45) **Business Days** after the date of notification of the **Change Proposal** then the same shall be deemed to have been withdrawn with immediate effect.
6. Each **Final Change Decision** shall specify one or more implementation dates and shall incorporate a copy of these **Standard Contract Terms** identifying clearly the new or revised legal text.
7. Each **Final Change Decision** shall be notified by the **Company** to all **CP Consultees** (which may be by publication on the **Industry Information Website**) as soon as reasonably practicable and, ordinarily either alongside or within twenty (20) **Business Days** after the notification by the **Company** of its implementation decision pursuant to paragraph 5(b).

8. The **Company's** notification of the **Final Change Decision** shall be accompanied by a summary of all written comments received in relation to the **Change Proposal** pursuant to Paragraph 4 (save to the extent marked as confidential) together with the **Company's** justification for addressing or not any such comments in the **Final Change Decision**.
9. Amendments to these **Standard Contract Terms** set out in a **Final Change Decision** notified by the **Company** pursuant to paragraph 7 shall become effective from the applicable implementation dates specified in the **Final Change Decision** ("**Final Implementation Dates**") which, for the avoidance of doubt, shall not be a date prior to the date fifteen (15) **Business Days** after notification by the proposing **Party** of the **Final Change Decision**.
10. Upon the amendments set out in a **Final Change Decision** becoming effective, these **Standard Contract Terms** as so amended shall apply with effect from the relevant **Final Implementation Date** to all **CMIS Contracts** then subsisting as well as future **CMIS Contracts**, subject always to:-
 - a. all and any accrued rights and liabilities of the **Company** and **Providers** hereunder and all and any rights and remedies they may have, in each case with respect to periods prior to the **Final Implementation Date**; and
 - b. paragraphs 15 and 17.
11. On each occasion that these **Standard Contract Terms** are amended in accordance with the foregoing provisions, the **Company** shall on or before the **Final Implementation Date** publish the **Standard Contract Terms** as so amended on the **Industry Information Website**.
12. With respect to a **Final Change Decision**, a **Provider** may, no later than fifteen (15) **Business Days** after notification by the **Company** of that **Final Change Decision**, elect by notice in writing to the **Company**, and subject always to paragraph 13, where it is of the reasonable opinion that such amendments materially prejudice its ability to provide the **CMIS** and/or comply with its **CMIS Contract**, to reject the application of such amendments to the **Standard Contract Terms** provided that such rejection is accompanied by a full and detailed justification for the rejection.
13. To the extent that any **Final Change Decision** includes amendments required as a result of a **Proposed Legal Requirement** or a **Change in Law**, no **Provider** may make an election to reject the application of such amendments pursuant to paragraph 12. Provided always that where a **Provider** disputes that a **Final Change Decision** includes amendments required as a result of a **Proposed Legal Requirement** or a **Change in Law** (including a **Qualifying Change in Law**) then it may, within the period of fifteen (15) **Business Days** specified in paragraph 12, refer that dispute for determination by an **Expert**.
14. Within twenty (20) **Business Days** of receipt by the **Company** of a **Provider's** notice pursuant to paragraph 12 to reject the application of amendments to the **Standard Contract Terms**, the **Company** and the **Provider** shall negotiate in good faith provisions the **Framework Agreement** ("**Special Conditions**") in order to negate the impact of the amendments set out in the **Final Change Decision** with respect to the **Standard Contract Terms**, such that the **Provider** is in no better and no worse position after the coming into

effect of the **Final Change Decision** than it would have been had such **Final Change Decision** not come into effect.

15. If by the expiry of such period of twenty (20) **Business Days** the **Company** has been unable to reach agreement with the **Provider** as to the **Special Conditions** contemplated in paragraph 14, then either the **Company** or the **Provider** may, with the written consent of the other, refer the matter or matters in dispute for determination by an **Expert**.
16. Until such time as such **Special Conditions** are agreed or determined (as the case may be), and notwithstanding paragraph 10, unless otherwise agreed between the **Company** and the **Provider**, the amendments set out in the relevant **Final Change Decision** shall not apply to the **Standard Contract Terms**.
17. The **Company** may at its sole discretion modify a **Final Change Decision** that is required as a result of a **Proposed Legal Requirement** at any time prior to the coming into effect of the **Change in Law**, provided that such **Final Change Decision** shall only be amended to the extent that and insofar as is necessary to give effect to any change to the **Proposed Legal Requirement** which comes to the **Company's** attention.
18. Without prejudice to any provision of this Schedule 5, the **Company** may, at its sole discretion and at any time prior to the later of (i) the relevant **Final Implementation Date** or, (ii) where paragraphs 13 or 15 apply, the date being five (5) **Business Days** after the date of the **Expert's** written decision, withdraw a **Final Change Decision** by notice in writing to the **Provider**, whereupon the same shall be of no effect and any **Special Conditions** agreed between the **Parties** pursuant to paragraph 14 shall be removed in respect of such **Final Change Decision**.
19. Nothing in this Schedule shall preclude the **Company** and **Provider** at the relevant time from agreeing changes to these **Standard Contract Terms** at any time and from time to time otherwise than in accordance with this Schedule.

**SCHEDULE 6
FORMS**

(a) Availability / Unavailability of Operational Tripping Scheme

(Paragraph 4.7)

From:	Shift []	Group [Tel:]	Leader,
To:	Grid Operator, NESO	Fax No. 08706024808 Back up Fax No. 08706024809	
		E-Mail: CTR1.CCTA@neso.energy	

[The **Operational Tripping Scheme** at [] [in respect of the following **Contracted Units** [will be]/[is] *[available]/[unavailable]*.]*

From:	[Time (Hrs/Min)] [date] / [immediately]
To:	[Time (Hrs/Min)] [date] / [further notice]

Reason for unavailability

Signed by	
Name	
Time	
Date	

Being authorised on behalf of the **Provider** to make this declaration.

Acknowledged by the **Company**

Signed by	
Name	
Time	
Date	

Being authorised on behalf of the **Company** to acknowledge this declaration.