

SCHEDULE 2 - EXHIBIT 2

DATED [

NATIONAL ENERGY SYSTEM OPERATOR LIMITED (1)

and

[(2)

**THE CONNECTION AND USE OF SYSTEM CODE
BILATERAL EMBEDDED GENERATION AGREEMENT**

**[USE OF SYSTEM FOR AN EMBEDDED POWER STATION]
[USE OF SYSTEM FOR A SMALL POWER STATION TRADING PARTY]
[DISTRIBUTION INTERCONNECTOR OWNER]**

At [

Reference: [

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THIS **BILATERAL EMBEDDED GENERATION AGREEMENT** is made on the [] day of [] 200[].

BETWEEN

- (1) **The company** registered in England with number 11014226 (“**The Company**”), which expression shall include its successors and/or permitted assigns); and
- (2) [] a company registered in [] with number [] whose registered office is at [] (“**User**”, which expression shall include its successors and/or permitted assigns).

WHEREAS

- (A) Pursuant to the **ESO Licence**, **The Company** is required to prepare a Connection and Use of System Code (**CUSC**) setting out the terms of the arrangements for connection to and use of the **National Electricity Transmission System** and the provision of certain **Balancing Services**.
- (B) The **User** has applied for use of the **National Electricity Transmission System** and pursuant to the **ESO Licence** **The Company** is required to offer terms for use of system.
- (C) The **User** has applied for use of the **National Electricity Transmission System** in the capacity of [] as set out in Paragraph 1.2.4 of the **CUSC**.
- (D) As at the date hereof, **The Company** and the **User** are parties to the **CUSC Framework Agreement** (being an agreement by which the **CUSC** is made contractually binding between the parties). This **Bilateral Embedded Generation Agreement** is entered into pursuant to the **CUSC** and shall be read as being governed by it.
- (E) This is a [**Gate 1 Agreement – large only**] [**Gate 2 Agreement**].

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS, INTERPRETATION AND CONSTRUCTION

Unless the subject matter or context otherwise requires or is inconsistent therewith, terms and expressions defined in Section 11 of the **CUSC** [and the **Construction Agreement**] have the same meanings, interpretations or constructions in this **Bilateral Embedded Generation Agreement**. [and the following terms and expressions shall have the meaning set out below:-

[“**Circuit []**” [insert detailed description of circuit(s) affected by the design variation] (*power station with **Design Variation** only*);]

[“Construction Agreement” the agreement made between the parties of even date herewith for the carrying out of construction works;]

[“Outage Conditions []” the unavailability of **Circuit []** as a result of

(a) a [planned]/ [unplanned]/ [planned or unplanned] incident occurring directly on **Circuit []**; or

(b) **Circuit []** requiring to be **Deenergised** for health and safety reasons to allow for the planned or unplanned availability of a circuit in the immediate vicinity of **Circuit []** (*power station with **Design Variation** only*);]

[“Outage Period” the period of time during which the **Outage Conditions** and/or reduced circuit capability apply (*power station with **Design Variation** only*).]]

[“Notification of Circuit Restrictions” means the notification issued by **The Company** to the **User** in accordance with Clause [9.2] of this **Bilateral Embedded Generation Agreement**; (*power station with **Design Variation** only*)]

[“Notification of Outage Conditions” means the notification issued by **The Company** to the **User** in accordance with Clause [9.4] of this **Bilateral Embedded Generation Agreement**; (*power station with **Design Variation** only*)]

[“Notification of Restrictions on Availability” means a **Notification of Outage Conditions** and/or a **Notification of Circuit Restrictions** as applicable; (*power station with **Design Variation** only*)]

[“Relevant Circuits” means [**Circuit []**]; (*power station with **Design Variation** only*)]

[“Transmission Related Agreement” means the agreement of even date entered into between the parties for the provision of and payment for **Balancing Services** in respect of **Bid-Offer Acceptances**; (*power station with **Design Variation** only*)]

1.2 [Gate 1 Conditional Clause [and Reservation] – Gate 1 Agreements only

1.2.1 As provided for at Clause 1.2 of the **Construction Agreement** and this Clause 1.2 the parties agree that until the **[Gate 2 Date]** the rights and obligations of each party pursuant to this **Bilateral Embedded Generation Agreement** other than this Clause 1.2 shall be suspended.

1.2.2 [The parties further agree and acknowledge that the information provided for the purposes of the **Gate 1 Agreement** and set out in the Appendix [O][P] to the **Construction Agreement** is indicative only prior to the **[Gate 2 Date]** and shall not be binding on the parties or confer any commitment to these by **The Company** and any reliance on them for any

purpose prior to the **Gate 2 Date** is at the **User's** risk – no **Reservation**]
[The parties further agree that the **Connection Site** and **Completion Date** and **Transmission Entry Capacity** as set out in Appendix [O][P] to the **Construction Agreement** have been **Reserved** for the purposes of this connection and/or use of system and any **Gate 2 Offer** will reflect this provided that the **Gate 2 Application** is made prior to the **Reservation Expiry Date** and the **Gate 2 Offer** is accepted – *where Reservation*].

- 1.2.3 With effect from the [**Gate 2 Date**] the provisions of this **Bilateral Embedded Generation Agreement**, as amended by the [**Gate 2 Offer**] by agreement of the parties shall be in full force and effect.

2. COMMENCEMENT

This **Bilateral Embedded Generation Agreement** shall commence on [].

3. THE SITE OF CONNECTION TO THE DISTRIBUTION SYSTEM

The site of **Connection** of the **Embedded Power Station** [**Distribution Interconnector**] to the **Distribution System** to which this **Bilateral Embedded Generation Agreement** relates is more particularly described in Appendix A.

[The sites of **Connection** of the **Embedded Power Stations** [**Distribution Interconnector**] to the relevant **Distribution Systems** to which this **Bilateral Embedded Generation Agreement** relates are more particularly described in Appendix A.]

4. CHARGING DATE

The date from which **Use of System Charges** shall be payable by the **User** (including **One-Off Charges** where applicable) shall be [].

5. USE OF SYSTEM

The right to use the **National Electricity Transmission System** shall commence on and **Use of System Charges** shall be payable by the **User** from the date hereof.

6. CREDIT REQUIREMENTS

[The amount to be secured by the **User** from [date] is set out in the **Secured Amount Statement** issued from time to time and as varied from time to time in accordance with Section 3 of the **CUSC**.]

7. TRANSMISSION ENTRY CAPACITY

- 7.1 The **Transmission Entry Capacity** of [each of the] site[s] of **Connection** is [are] and the[ir] value[s] for the purposes of Paragraph 3.2 of the **CUSC** are specified in Appendix C.
- 7.2 Appendix C Part 3 will set out the **BM Unit Identifiers** of the **BM Units** registered at the **Connection Site** under the **Balancing and Settlement Code**. The **User** will provide **The Company** with the information needed to complete details of these **BM Unit Identifiers** as soon as practicable after the date hereof and thereafter in association with any request to modify the **Transmission Entry Capacity** and **The Company** shall prepare and issue a revised Appendix C incorporating this information. The **User** shall notify **The Company** prior to any alteration in the **BM Unit Identifiers** and **The Company** shall prepare and issue a revised Appendix C incorporating this information.
- 7.3 **The Company** shall monitor the **Users** compliance with its obligation relating to **Transmission Entry Capacity** against the sum of metered volumes of the **BM Units** set out in Part 3 of Appendix C and submitted by the **User** for each **Settlement Period**.

8. COMPLIANCE WITH SITE SPECIFIC TECHNICAL CONDITIONS

The site specific technical conditions applying to [each of] the site[s] of **Connection** are set out in Appendices F1 to F5 to this **Bilateral Embedded Generation Agreement** as modified from time to time in accordance with Paragraph 6.9 of the **CUSC**.

9. [RESTRICTIONS ON AVAILABILITY (power stations with Design Variation only)]

- 9.1 The design of the connection of the **Distribution System** (to which the **User** is to connect) to the **National Electricity Transmission System** is when studied under Chapter 2 of the **NETS SQSS** a variation to the connection design as provided for in that chapter. It is a condition of the **NETS SQSS** that any variation to the connection design satisfies the criteria set out in paragraphs 2.15 to 2.18 (inclusive) of the **NETS SQSS** and on that basis the following provisions shall apply.
- 9.2 **The Company** shall issue to the **User** a notice that advises the **User** of the occurrence of the **Outage Conditions** and where practicable the expected **Outage Period**. Such notice shall be issued:
- 9.2.1 In the event that the **Notification of Circuit Outage** relates to a **Planned Outage** on the **National Electricity Transmission System**, where practicable, in accordance with **Grid Code** OC2 requirements; or
- 9.2.2 In the event that the **Notification of Circuit Outage** relates to something other than a **Planned Outage** on the **National Electricity Transmission**

- System** or it relates to a **Planned Outage** on the **National Electricity Transmission System** but it is not practicable for such notice to be in accordance with **Grid Code** OC2 requirements, as soon as reasonably practicable and **The Company** and the **User** shall agree as soon as practicable after the date hereof the method of such notification.
- 9.2.4 **The Company** shall promptly notify the **User** when the **Outage Period** will or has ceased.
- 9.3 **The Company** shall be entitled to revise the **Notification of Circuit Outage** given under Clause 9.2 above at any time.
- 9.4 The **User** will acknowledge receipt of such **Notification of Circuit Outage** and where practicable shall revise its **Output Useable** forecast for the affected **BM Unit** accordingly.
- 9.5 Following such **Notification of Circuit Outage** in accordance with Clause 9.2:
- 9.5.1 [(i) In respect of the **Outage Conditions []**, the **User** shall (i) ensure that the **Maximum Export Limit** and **Maximum Import Limit** for the **BM Units** relating to the **Power Station** reflects the outage of the **Relevant Circuits** and (ii) operate its **Power Station** to reflect the outage of the **Relevant Circuits** for all **Settlement Periods** or parts thereof falling within the **Outage Period**.]
- 9.5.2 In the event that the **User** does not comply with Clauses [] above, **The Company** shall issue **Bid-Offer Acceptances** to the **User** to reduce the export from and/or import to the affected **BM Unit** so that the effect is as if the **User** had complied with the relevant Clause, and the provisions of the **Transmission Related Agreement** shall apply.
- 9.6 **The Company** shall issue to the **User** a notice that advises the **User** of the occurrence of an event leading to a reduced circuit capability of **Circuit []** and where practicable the expected **Outage Period**. Such notice (including any revision) shall be issued:
- 9.6.1 In the event that the **Notification of Circuit Restriction** relates to a **Planned Outage** on the **National Electricity Transmission System**, where practicable, in accordance with **Grid Code** OC2 requirements; or
- 9.6.2 In the event that the **Notification of Circuit Restriction** relates to something other than a **Planned Outage** on the **National Electricity Transmission System** or relates to a **Planned Outage** on the **National Electricity Transmission System** but it is not practicable for such notice to be in accordance with **Grid Code** OC2 requirements, as soon as reasonably practicable and **The Company** and the **User** shall agree as soon as practicable after the date hereof the means of such notification.
- 9.6.3 **The Company** shall promptly notify the **User** when the period of reduced circuit capability will or has ceased.

- 9.7 **The Company** shall be entitled to revise the **Notification of Circuit Restriction** given under Clause 9.6 above at any time.
- 9.8 Following such **Notification of Circuit Restriction** in accordance with Clause 9.6:
- 9.8.1 [(i) In respect of the reduction in capability of **Circuit []**, the **User** shall (i) ensure that the **Maximum Export Limit** and **Maximum Import Limit** for the **BM Units** relating to the **Power Station** reflects the reduction in capability of the **Relevant Circuits** and (ii) operate its **Power Station** to reflect the reduction in capability of the **Relevant Circuits** for all **Settlement Periods** or parts thereof falling within the **Outage Period**.]
- 9.8.2 In the event that the **User** does not comply with Clauses [] above, **The Company** shall issue **Bid-Offer Acceptances** to the **User** to reduce the export from and/or import to the affected **BM Unit** so that the effect is as if the **User** had complied with the relevant Clause, and the provisions of the **Transmission Related Agreement** shall apply.
- 9.9 Where the **User** becomes aware or is notified by **The Company** of any breach of Clause 9.5 or Clause 9.8 above the **User** shall forthwith take all reasonable steps to comply with the provisions of that Clause.
- 9.10 Where the **User** breaches in whole or in part the provisions of Clause 9.5 or Clause 9.8 above, the **User** shall at **The Company's** request explain to **The Company's** satisfaction (acting reasonably) the reason for the breach and demonstrate to **The Company's** satisfaction that appropriate steps have been taken to ensure that such breach will not reoccur. In the event that the **User** does not do this **The Company** may give notice to the **User** reducing the **Transmission Entry Capacity** of the **Connection Site** and Appendix C of this **Bilateral Embedded Generation Agreement** shall be varied accordingly. This **Transmission Entry Capacity** shall apply until such time as the **User** has explained to **The Company's** reasonable satisfaction the reason for the breach and has demonstrated that appropriate steps have been taken to ensure that such breach will not reoccur and Appendix C shall be automatically amended thereafter to reflect the reinstatement of the **Transmission Entry Capacity**.
- 9.11 If within 3 months of a breach of Clause 9.5 or Clause 9.8 above which entitled **The Company** to take action under Clause 9.10 above, the **User** has still failed to provide the explanation and/or demonstration required by **The Company** under Clause 9.10 then **The Company** may treat such breach as an **Event of Default** for the purposes of Section 5 of the **CUSC** and following such breach may give notice of termination to the **User** whereupon this **Bilateral Embedded Generation Agreement** shall terminate and the provisions of **CUSC** Paragraph 5.4.7 shall apply.

- 9.12 For the avoidance of doubt any **Deenergisation** resulting from the **Outage Conditions** as set out in the relevant **Notification of Restrictions on Availability** constitutes an **Allowed Interruption**.
- 9.13.1 **The Company** and the **User** shall act in accordance with **Good Industry Practice** to minimise so far as reasonably practicable the occurrence and duration of (i) the **Outage Conditions** and (ii) an **Event leading to reduced circuit capability of the relevant circuits**. **The Company** and the **User** will, recognising the effect of the **Outage Conditions** and the reduced circuit capability on the **User's** operations, coordinate the **Outage Conditions** and the reduced circuit capability on the **National Electricity Transmission System** (where they occur as a result of a Planned Outage) and the **User's Plant and Apparatus** in accordance with **Good Industry Practice** and to the extent practicable. **Company** and the **User** acknowledge however that even where **Planned Outages** are coordinated and agreed that **The Company** and/or the **User** may need to cancel or change such **Planned Outage**.
- 9.13.2 **The Company** and the **User** hereby acknowledge and agree that, where practicable, alternative operating arrangements shall be implemented to minimise the effect of **Outage Conditions** [, including, but not limited to [describe potential arrangements]]. In the event that **The Company** and the **User** implement alternative operating arrangements in respect of an **Outage Condition**, the provisions of Clause 9.5 and Clause 9.8 shall not apply to the extent that the alternative operating arrangements mitigate the restrictions (whether in whole or in part) that would otherwise apply to the **User** under this Clause 9 for all **Settlement Periods** or parts thereof falling within the **Outage Period**.
- 9.14 In the event that the **National Electricity Transmission System** conditions subsequently change such that the conditions required for a design variation under the **NETS SQSS** are no longer met then **The Company** shall be entitled to revise Clause 1, this Clause 9 and the **Outage Conditions** as necessary to ensure that such **NETS SQSS** conditions continue to be met.]

10. TERM

Subject to the provisions for earlier termination set out in the **CUSC**, this **Bilateral Embedded Generation Agreement** shall continue until all of the **User's** equipment [or **Equipment** for which the **User** is responsible (as defined in Section K of the **Balancing and Settlement Code**] is **Disconnected** from the relevant **Distribution System** at the site[s] of **Connection** as provided in Section 5 of the **CUSC**.

11. VARIATIONS

- 11.1 Subject to 11.2 and 11.3, no variation to this **Bilateral Embedded Generation Agreement** shall be effective unless made in writing and signed by or on behalf of both **The Company** and the **User**.

- 11.2 **The Company** and the **User** shall effect any amendment required to be made to this **Bilateral Embedded Generation Agreement** by the **Authority** as a result of a change in the **CUSC**, the **ESO Licence** or the **Transmission Licence**, an order or direction made pursuant to the **Act** or a **Licence**, or as a result of settling any of the terms hereof. The **User** hereby authorises and instructs **The Company** to make any such amendment on its behalf and undertakes not to withdraw, qualify or revoke such authority or instruction at any time.
- 11.3 **The Company** has the right to vary Appendix B in accordance with this **Bilateral Embedded Generation Agreement** and the **CUSC** including any variation necessary to enable **The Company** to charge in accordance with the **Charging Statements** or upon any change to the **Charging Statements**.

12. GENERAL PROVISIONS

Paragraph 6.10 and Paragraphs 6.12 to 6.26 of the **CUSC** are incorporated into this **Bilateral Embedded Generation Agreement** *mutatis mutandis*.

IN WITNESS WHEREOF the hands of the duly authorised representatives of the parties hereto at the date first above written

SIGNED BY _____)
[name] _____)
 for and on behalf of _____)
 National Energy System Operator _____)
 Limited _____)

SIGNED BY _____)
[name])
for and on behalf of _____)
[User])

APPENDIX A
THE SITE OF CONNECTION

1. SITE[s] OF CONNECTION

Company :

Site[s] of Connection :

Owner[s] / Operator[s] of Distribution System:

APPENDIX B
CHARGES AND PAYMENT

Company :

Site of Connection:

1. PART 1: ONE-OFF CHARGES
2. PART 2: MISCELLANEOUS CHARGE(S)

APPENDIX C

TRANSMISSION ENTRY CAPACITY

Part 1 Transmission Entry Capacity

Transmission Entry Capacity (TEC) expressed in average MW taken over a half hour settlement period

	TEC(MW)
Power Station	[]

Part 2 BM Units comprising Power Station

E_BMU 1	(Associated with Genset 1)
E_BMU 2	(Associated with Genset 2)
E_BMU 3	(Associated with Genset 3)
E_BMU 4	(Associated with Genset 4)
E_BMU SD-1	(Station Demand) if applicable
E_BMU AD-1	(Additional Trading Site Demand) if applicable

APPENDIX FI

SITE SPECIFIC TECHNICAL CONDITIONS:

AGREED BALANCING SERVICES

APPENDIX F2

[NOT USED]

APPENDIX F2

SITE SPECIFIC TECHNICAL CONDITIONS:

SPECIAL AUTOMATIC FACILITIES

APPENDIX F3

SITE SPECIFIC TECHNICAL CONDITIONS: PROTECTION

AND CONTROL RELAY SETTINGS

FAULT CLEARANCE TIMES

APPENDIX F4

SITE SPECIFIC TECHNICAL CONDITIONS:

OTHER

END OF SCHEDULE 2 - EXHIBIT 2