

List of changes made to the Connection Use of System Code as part of the ETO and ESO separation

SCHEDULES

This table shows the changes made to the Schedules of the Connection Use of System Code associated with the approval and implementation of CMP293 and CMP294 (Modifications relating to the transfer of the system operator role from National Grid Electricity Transmission plc to National Grid Electricity System Operator Limited). It shows insertions and deletions (with a strike through). Please note that the table formatting does not replicated the bolding of definitions as seen in the CUSC itself. This table is intended to provide a helpful summary of the changes but for further detail and context you can refer to the updated Schedules published in full alongside this table.

As noted in the consultation a novation agreement has also been published and this deals with the transfer of the system operator role from National Grid Electricity Transmission plc to National Grid Electricity System Operator Limited.

Schedule	Heading number	Amendments to existing provisions	NGET comment on change (where applicable)
2 Exhibit 1	Front page of Agreement	NATIONAL GRID ELECTRICITY TRANSMISSION PLC <u>NATIONAL GRID ELECTRICITY SYSTEM OPERATOR</u> (1)	
2 Exhibit 1	Date of the Agreement	THIS BILATERAL CONNECTION AGREEMENT is made on the [] day of [] 200 <u>1</u>	
2 Exhibit 1	The Company Definition	(1) National Grid Electricity Transmission plc <u>National Grid Electricity System Operator Limited</u> a company registered in England with number 110142262366977 whose registered office is at 1-3 Strand, London, WC2N 5EH ("The Company", which expression shall include its successors and/or permitted assigns); and	
2 Exhibit 1	Execution Block of the Agreement	National Grid Electricity Transmission plc <u>National Grid Electricity System Operator Limited</u>	
2 Exhibit 2	Front Cover of Agreement	NATIONAL GRID ELECTRICITY TRANSMISSION PLC <u>NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED</u> (1)	

Schedule	Heading number	Amendments to existing provisions	NGET comment on change (where applicable)
2 Exhibit 2	The Company definition	National Grid Electricity Transmission plc <u>National Grid Electricity System Operator Limited</u> a company registered in England with number 110142262366977 whose registered office is at 1-3 Strand, London, WC2N 5EH ("The Company", which expression shall include its successors and/or permitted assigns); and	
2 Exhibit 2	Execution Block of the Agreement	National Grid Electricity Transmission plc <u>National Grid Electricity System Operator</u>)	
2 Exhibit 3	Part 1 Front Cover of Agreement	DATED [] 200[17] NATIONAL GRID ELECTRICITY TRANSMISSION PLC <u>NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED</u> (1)	
2 Exhibit 3	Part 1 first page of Agreement	THIS CONSTRUCTION AGREEMENT is made on the [] day of [] 200[17] BETWEEN	
2 Exhibit 3	Definition of the Company	National Grid Electricity Transmission plc <u>National Grid Electricity System Operator Limited</u> a company registered in England with number 110142262366977 whose registered office is at 1-3 Strand, London, WC2N 5EH ("The Company", which expression shall include its successors and/or permitted assigns); and	
2 Exhibit 3	Definition of "Construction Programme"	the agreed programme for the Works to be carried out by or by- on behalf of The Company and the User set out in detail in Appendix [J] to this Construction Agreement or as amended from time to time pursuant to Clauses 2.3 and 3.2 of this Construction Agreement.	

Schedule	Heading number	Amendments to existing provisions	NGET comment on change (where applicable)
2 Exhibit 3	Definition of "Third Party Works"	the works to be undertaken on assets belonging to a party other than <u>a Relevant Transmission Licensee</u> The Company and the User to enable <u>The Company</u> it to provide or as a consequence of the connection to and/or use of the National Electricity Transmission System by the User as specified in Appendix N;	
2 Exhibit 3	2.1	Forthwith following the date of this Construction Agreement (i) in respect of Connection Sites in England and Wales The Company and the User shall agree the Safety Rules and Local Safety Instructions to apply during the Construction Programme and Commissioning Programme; and (ii) in respect of Connection Sites in Scotland the User shall agree with the Relevant Transmission Licensee the Safety Rules and Local Safety Instructions to apply during the Construction Programme and Commissioning Programme. Failing agreement within three months of the date of this Construction Agreement the matter shall be referred to the Independent Engineer for determination in accordance with Clause 6 of the Construction Agreement.	
2 Exhibit 3	2.2	Subject to Clauses 2.3 and 2.4 of this Construction Agreement forthwith following the date of this Construction Agreement The Company shall use its best endeavours to obtain in relation to the Construction Works, and the User shall use its best endeavours to obtain in relation to the User's Works, all Consents. Each shall give advice and assistance to the other to the extent reasonably required by the other in the furtherance of these obligations. Further, each party shall, so far as it is legally able to do so, grant to, in relation to Connection Sites in England and Wales, the other, or in relation to Connection Sites in Scotland, the Relevant Transmission Licensee, all such wayleaves, easements, servitude rights, rights over or interests (but not estates as regards land in England and Wales and not heritable or leasehold interests as regards land in Scotland) in land or any other consents reasonably required by the other or the Relevant Transmission Licensee in order to enable the Works to be expeditiously	

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		completed and to enable that other to carry out its obligations to the other under this Construction Agreement and in all cases subject to such terms and conditions as are reasonable.	
2 Exhibit 3	2.8	The parties shall continuously liaise throughout the Construction Programme and Commissioning Programme and each shall provide to the other all information relating to <u>in the case of the User the User's Works and in the case of The Company its own the Construction</u> Works reasonably necessary to assist the other in performance of that other's part of the Works, and shall use all reasonable endeavours to coordinate and integrate their respective part of the Works. There shall be on-site meetings between representatives of the parties at intervals to be agreed between the parties.	
2 Exhibit 3	2.9	During the period of and at the times and otherwise as provided in the Construction Programme and the Commissioning Programme The Company shall allow the User, its employees, agents, suppliers, contractors and sub-contractors necessary access to the Construction Site and the User shall allow The Company or, in the case of Connection Sites in Scotland, the Relevant Transmission Licensee and in either case their employees, agents, suppliers, contractors and sub-contractors necessary access to its site to enable each to carry out the Transmission Connection Asset Works and One Off Works or User's Works but not so as to disrupt or delay the construction and completion of the other's Works on the said sites or the operation of the other's Plant and Apparatus located thereon, such access to be in accordance with any reasonable regulations relating thereto made by the site owner or occupier.	
2 Exhibit 3	2.12	[The User shall apply to the Secretary of State for Trade and Industry as part of its application under Section 36 of the Act for its generating station, for deemed planning permission in relation to the substation forming part of the Transmission Connection	Amendment made for clarity.

Schedule	Heading number	Amendments to existing provisions	NGET comment on change (where applicable)
		Asset Works. The User shall use its best endeavours to procure that the said deemed planning permission is so obtained. The Company's obligations under Clause 2.2 of this Construction Agreement shall not require it to obtain planning consent for the said substation unless and until the <u>relevant</u> Secretary of State for Trade and Industry shall for whatever reason refuse to deem the grant of planning permission in respect of the same. The User shall liaise with The Company as to its construction and operational requirements and shall ensure that the said application meets The Company's requirements. The Company shall provide the User with all information reasonably required by it in relation to the application and the User shall ensure that all requirements of The Company are incorporated in the application for deemed planning consent.]	
2 Exhibit 3	11.1(a)	the User shall remove any of the User's Equipment on, in relation to Connection Sites in England and Wales, The Company's or, in relation to Connection Sites in Scotland, the Relevant Transmission Licensee's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User; and	
2 Exhibit 3	11.1(b)	in the case of Connection Sites in England and Wales, The Company shall remove and, in the case of Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee removes, any Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User.	
2 Exhibit 3	13	The provisions of Sections 6.6 (Payment), 6.14 (Transfer and Subcontracting), 6.15 (Confidentiality), 6.18 (Intellectual Property), 6.19 (Force Majeure), 6.20 (Waiver), 6.21	

Schedule	Heading number	Amendments to existing provisions	NGET comment on change (where applicable)
		(Notices), 6.22 (Third party Rights), 6.23 (Jurisdiction), 6.24 (Counterparts), 6.25 (Governing Law), 6.26 (Severance of Terms), 6.27 (Language) inclusive of the CUSC shall apply <u>mutatis mutandis</u> to this Construction Agreement as if set out in this Construction Agreement.	
2 Exhibit 3	Execution Block	SIGNED BY) [name]) for and on behalf of) National Grid Electricity Transmission plc <u>National Grid Electricity System Operator Limited</u>)	
2 Exhibit 3	Part 2 front cover of the Agreement	DATED [] 200[1] NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED ELECTRICITY TRANSMISSION PLC (1)	
2 Exhibit 3	Definition of the Company	National Grid Electricity Transmission plc <u>National Grid Electricity System Operator Limited</u> a company registered in England with number <u>11014226</u> 2366977 whose registered office is at 1-3 Strand, London, WC2N 5EH ("The Company", which expression shall include its successors and/or permitted assigns); and	
2 Exhibit 3	Definition of "Third Party Works"	the works to be undertaken on assets belonging to a party other than The Company <u>a Relevant Transmission Licensee</u> and the User to enable it <u>The Company</u> to provide or as a consequence of the connection to and/or use of the National Electricity Transmission System by the User as specified in Appendix N;	
2 Exhibit	2.1	Forthwith following the date of this Construction Agreement (i) in respect of Connection	

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3		<p>Sites in England and Wales The Company and the User shall agree the Safety Rules and Local Safety Instructions to apply during the Construction Programme and Commissioning Programme; and (ii) in respect of Connection Sites in Scotland the User shall agree with the Relevant Transmission Licensee the Safety Rules and Local Safety Instructions to apply during the Construction Programme and Commissioning Programme. Failing agreement within three months of the date of this Construction Agreement the matter shall be referred to the Independent Engineer for determination in accordance with Clause 6 of the Construction Agreement.</p>	
2 Exhibit 3	2.2	<p>Subject to Clauses 2.3 and 2.4 of this Construction Agreement forthwith following the date of this Construction Agreement The Company shall use its best endeavours to obtain in relation to the Construction Works, and the User shall use its best endeavours to obtain in relation to the User's Works, all Consents. Each shall give advice and assistance to the other to the extent reasonably required by the other in the furtherance of these obligations. Further, each party shall, so far as it is legally able to do so, grant to _, in relation to Connection Sites in England and Wales, the other, or in relation to Connection Sites in Scotland, the Relevant Transmission Licensee, all such wayleaves, easements, servitude rights, rights over or interests (but not estates as regards land in England and Wales and not heritable or leasehold interests as regards land in Scotland) in land or any other consents reasonably required by the other or the Relevant Transmission Licensee in order to enable the Works to be expeditiously completed and to enable that other to carry out its obligations to the other under this Construction Agreement and in all cases subject to such terms and conditions as are reasonable.</p>	
2 Exhibit 3	2.4.1	<p>The User acknowledges these out of pocket ancillary expenses may include planning inquiries or appeals and the capital costs together with reasonable legal and surveyors</p>	

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		costs of landowners or occupiers in acquiring permanent easements or other rights in respect of any electric line or underground cable forming part of the Transmission Connection Asset Works. This sum shall not include any capital costs incurred by The Company, in the acquisition by it of the freehold of any land in England and Wales or the feuhold of any land in Scotland in relation to Connection Sites in England and Wales, in the acquisition by it of the freehold of any land or any Relevant Transmission Licensee, in relation to Connection Sites in Scotland, in the acquisition by it of the feuhold of any land. The Company shall keep the User informed of the level of such charges and expenses being incurred. The User shall pay such sums within 28 (twenty eight) days of the date of The Company 's invoice therefor.	
2 Exhibit 3	2.5(a)	the User shall remove any of the User's Equipment on, in relation to Connection Sites in England and Wales, The Company's or, in relation to Connection Sites in Scotland, <u>the</u> Relevant Transmission Licensee's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User; and	
2 Exhibit 3	2.5(b)	in the case of Connection Sites in England and Wales, The Company shall remove and, in the case of Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User.	
2 Exhibit 3	2.6(a)	the User shall remove any of the User's Equipment on, in relation to Connection Sites in England and Wales, The Company's or, in relation to Connection Sites in Scotland, <u>the</u> Relevant Transmission Licensee's land within 6 months of the date of termination	

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		or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User; and	
2 Exhibit 3	2.6(b)	in the case of Connection Sites in England and Wales, The Company shall remove and, in the case of Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee removes, any of the Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User.	
2 Exhibit 3	2.9	During the period of and at the times and otherwise as provided in the Construction Programme and the Commissioning Programme The Company shall allow the User, its employees, agents, suppliers, contractors and sub-contractors necessary access to the Construction Site and the User shall allow The Company or, in the case of Connection Sites in Scotland, the Relevant Transmission Licensee and in either case their employees, agents, suppliers, contractors and sub-contractors necessary access to its site to enable each to carry out the Transmission Connection Asset Works and One Off Works or User's Works but not so as to disrupt or delay the construction and completion of the other's Works on the said sites or the operation of the other's Plant and Apparatus located thereon, such access to be in accordance with any reasonable regulations relating thereto made by the site owner or occupier.	
2 Exhibit 3	2.12	[The User shall apply to the Secretary of State for Trade and Industry as part of its application under Section 36 of the Act for its generating station, for deemed planning permission in relation to the substation forming part of the Transmission Connection Asset Works. The User shall use its best endeavours to procure that the said deemed planning permission is so obtained. The Company's obligations under Clause 2.2 of	Amendment made for clarity.

Schedule	Heading number	Amendments to existing provisions	NGET comment on change (where applicable)
		this Construction Agreement shall not require it to obtain planning consent for the said substation unless and until the <u>relevant</u> Secretary of State for Trade and Industry shall for whatever reason refuse to deem the grant of planning permission in respect of the same. The User shall liaise with The Company as to its construction and operational requirements and shall ensure that the said application meets The Company's requirements. The Company shall provide the User with all information reasonably required by it in relation to the application and the User shall ensure that all requirements of The Company are incorporated in the application for deemed planning consent.]	
2 Exhibit 3	4.8(a)	the User shall remove any of the User's Equipment on in relation to Connection Sites in England and Wales, The Company's or, in relation to Connection Sites in Scotland, the Relevant Transmission Licensee's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User; and	
2 Exhibit 3	4.8(b)	in the case of Connection Sites in England and Wales, The Company shall remove and, in the case of Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee removes, any Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User.	
2 Exhibit 3	11.1(a)	the User shall remove any of the User's Equipment on in relation to Connection Sites in England and Wales, The Company's or, in relation to Connection Sites in Scotland, the Relevant Transmission Licensee's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant	

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		Transmission Licensee (as appropriate) and the User; and	
2 Exhibit 3	11.1(b)	in the case of Connection Sites in England and Wales, The Company shall remove and, in the case of Connection Sites in Scotland, The Company shall procure that the Relevant Transmission Licensee removes, any Transmission Connection Assets on the User's land within 6 months of the date of termination or such longer period as may be agreed between The Company or the Relevant Transmission Licensee (as appropriate) and the User.	
2 Exhibit 3	13	The provisions of Sections 6.6 (Payment), 6.14 (Transfer and Subcontracting), 6.15 (Confidentiality), 6.18 (Intellectual Property), 6.19 (Force Majeure), 6.20 (Waiver), 6.21 (Notices), 6.22 (Third party Rights), 6.23 (Jurisdiction), 6.24 (Counterparts), 6.25 (Governing Law), 6.26 (Severance of Terms), 6.27 (Language) inclusive of the CUSC shall apply <u>mutatis mutandis</u> to this Construction Agreement as if set out in this Construction Agreement.	
2 Exhibit 3	Execution Block	SIGNED BY) [name]) for and on behalf of) National Grid Electricity Transmission plc <u>National Grid Electricity System Operator Limited</u>)	
2 Exhibit 3	Part 3 front cover of Agreement	for and on behalf of NATIONAL GRID ELECTRICITY TRANSMISSION PLC <u>NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED</u>	

Schedule	Heading number	Amendments to existing provisions	NGET comment on change (where applicable)
2 Exhibit 3	Part 4 Account name	Account Name: National Grid Electricity Transmission plc National Grid Electricity System Operator Limited	
2 Exhibit 3	Part 4 execution block	for and on behalf of NATIONAL GRID ELECTRICITY TRANSMISSION PLC NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED	
2 Exhibit 3A	Front of Agreement	DATED [] 200[1_] NATIONAL GRID ELECTRICITY TRANSMISSION PLC NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED (1)	
2 Exhibit 3A	First page of Agreement	THIS CONSTRUCTION AGREEMENT is made on the [] day of [] 200[1_]	
2 Exhibit 3A	Definition of the Company	National Grid Electricity Transmission plc National Grid Electricity System Operator Limited a company registered in England with number 110142262366977 whose registered office is at 1-3 Strand, London, WC2N 5EH ("The Company", which expression shall include its successors and/or permitted assigns); and	
2 Exhibit 3A	Definition of "Construction Programme"	the agreed programme for the Works (excluding the Wider Transmission Reinforcement Works to be carried out by or on behalf of The Company and the User set out in detail in Appendix [J] to this Construction Agreement or as amended from time to time pursuant to Clauses 2.3 and 3.2 of this Construction Agreement.	
2 Exhibit 3A	Definition of "Onshore Transmission	["Onshore Transmission Licensee"]	

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	Licensee”		
2 Exhibit 3A	Definition of “Third Party Works”	the works to be undertaken on assets belonging to a party other than The Company a <u>Relevant Transmission Licensee</u> and the User to enable it <u>The Company</u> to provide or as a consequence of the connection to and/or use of the National Electricity Transmission System by the User as specified in Appendix N;	
2 Exhibit 3A	2.9	During the period of and at the times and otherwise as provided in the Construction Programme and the Commissioning Programme The Company shall allow the User, its employees, agents, suppliers, contractors and sub-contractors necessary access to the [Construction Site] [Transmission Interface Site] and the User shall allow The Company or, the Relevant Transmission Licensee and in either case their employees, agents, suppliers, contractors and sub-contractors necessary access to its site to enable each to carry out the [Transmission Connection Asset Works [Onshore Transmission Reinforcement Works or any One Off Works] or User's Works but not so as to disrupt or delay the construction and completion of the other's Works on the said sites or the operation of the other's Plant and Apparatus located thereon, such access to be in accordance with any reasonable regulations relating thereto made by the site owner or occupier.	
2 Exhibit 3A	2.12	The User shall apply to the Secretary of State for Trade and Industry as part of its application under Section 36 of the Act for its generating station, for deemed planning permission in relation to the substation forming part of the Transmission Connection Asset Works. The User shall use its best endeavours to procure that the said deemed planning permission is so obtained. The Company's obligations under Clause 2.2 of this Construction Agreement shall not require it to obtain planning consent for the said substation unless and until the <u>relevant</u> Secretary of State for Trade and Industry shall	

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		for whatever reason refuse to deem the grant of planning permission in respect of the same. The User shall liaise with The Company as to its construction and operational requirements and shall ensure that the said application meets The Company's requirements. The Company shall provide the User with all information reasonably required by it in relation to the application and the User shall ensure that all requirements of The Company are incorporated in the application for deemed planning consent.	
2 Exhibit 3A	13	The provisions of Sections 6.6 (Payment), 6.14 (Transfer and Subcontracting), 6.15 (Confidentiality), 6.18 (Intellectual Property), 6.19 (Force Majeure), 6.24 (Counterparts), 6.20 (Waiver), 6.21 (Notices), 6.22 (Third party Rights), 6.23 (Jurisdiction), 6.25 (Governing Law), 6.26 (Severance of Terms), 6.27 (Language) inclusive of the CUSC shall apply <u>mutatis mutandis</u> to this Construction Agreement as if set out in this Construction Agreement.	
2 Exhibit 3A	Execution Block	SIGNED BY) [name]) for and on behalf of) National Grid Electricity Transmission plc National Grid Electricity System Operator Limited)	
2 Exhibit 4	Front Cover of Agreement		Amended version number in header for clarity and to align with footer.

Schedule	Heading number	Amendments to existing provisions	NGET comment on change (where applicable)
2 Exhibit 4	Front Cover of Agreement	DATED [] 200 0 <u>1</u>] NATIONAL GRID ELECTRICITY TRANSMISSION COMPANY PLC <u>NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED</u> (1)	
2 Exhibit 4	First page of Agreement	THIS MANDATORY SERVICES AGREEMENT is made on the [] day of [] 200 0 <u>1</u>]	
2 Exhibit 4	Definition of the Company	National Grid Electricity Transmission plc <u>National Grid Electricity System Operator Limited</u> -a company registered in England with number 110142262366977 whose registered office is at 1-3 Strand, London, WC2N 5EH ("The Company", which expression shall include its successors and/or permitted assigns); and	
2 Exhibit 4	Execution Block	SIGNED BY) [name]) for and on behalf of) NATIONAL GRID ELECTRICITY TRANSMISSION PLC <u>National Grid Electricity System Operator Limited</u>	
2 Exhibit 5	Front cover of Agreement	NATIONAL GRID ELECTRICITY TRANSMISSION PLC <u>NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED</u> (1)	
2 Exhibit 5	Definition of the Company	NATIONAL GRID ELECTRICITY TRANSMISSION plc <u>NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED</u> a company registered in England with number 110142262366977 whose registered office is at 1-3 Strand, London WC2N	

