

Stage 04: Modification Report

System Operator - Transmission Owner Code (STC)

CA046 Inclusion Of Generator Led Build Options Within The STC

What stage is this document at?

01

Workgroup Report

02

Initial Modification Report

03

Proposed Modification Report

04

Modification Report

This proposal seeks to modify the System Operator - Transmission Owner Code (STC) to put in place the appropriate structure to facilitate the construction of offshore transmission assets under the Generator Led build options.

The purpose of this document is to assist the Authority in its decision of whether to implement the proposed STC Modification.

Published on: 23 January 2013



The STC Panel recommends:

CA046 should be implemented as it better facilitates the applicable objectives (i), (ii), (iii) and (vi)



High Impact:

None identified



Medium Impact:

None identified



Low Impact:

Onshore and Offshore Transmission Owners, System Operator

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Any Questions?

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About this document

Further to the submission of Modification Proposal CA046 and the subsequent wider industry consultation that was undertaken by STC Panel, this document is addressed and furnished to the Authority in order to assist them in their decision whether to implement Modification Proposal CA046.

Document Control

Version	Date	Author	Change Reference
0.1	23 January 2013	STC Panel	Draft Amendment Report for Authority submission
1.0	06 February 2013	STC Panel	Final Amendment Report for Authority submission

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1 Executive Summary

- 1.1 In July 2010¹, Ofgem outlined their intention to consult on providing the option for Generator developers to take responsibility for all aspects of design, procurement and construction of transmission infrastructure which would then be transferred to an appointed Offshore Transmission Owner (OFTO) through a competitive tender process. This 'Generator build' option was in addition to the 'OFTO build' approach which had already been proposed by Ofgem.
- 1.2 Following Ofgem consultations in August 2010² and November 2010³, it was agreed to provide OFTO and Generator build options. It was recognised that relevant industry code changes would need to be made to place obligations on an offshore Generator that wishes to undertake activities otherwise undertaken by an OFTO in order to require that Generators construct transmission assets to the standards required of all other OFTOs.
- 1.3 The November 2010 consultation also explained that due to the challenging timetable for delivery of code changes, Ofgem would prioritise making changes to the User facing codes (CUSC and Grid Code) using the Secretary of State's existing powers before they expired on 18 December 2010. As such, it was proposed that the STC changes should be progressed through normal governance process.
- 1.4 CA046 is the corresponding modification to facilitate Generator Build and OFTO Build within the STC.
- 1.5 A Workgroup was established to investigate the required changes and have recommended a number of amendments to the STC and identified STC Procedures that require review.
- 1.6 An industry consultation was undertaken between 30 November 2012 and 04 January 2013. During the consultation period no responses were received.

STC Panel Recommendation

- 1.5 The STC Panel recommends that STC Modification Proposal CA046 be approved for implementation.
- 1.6 Should the Authority approve STC M Proposal CA046, it is provisionally recommended that the STC be modified 10 days after the Authority decision.

¹ <http://www.ofgem.gov.uk/Pages/MoreInformation.aspx?docid=16&refer=Networks/offtrans/pdc/cdr/Cons2010>

² <http://www.ofgem.gov.uk/Pages/MoreInformation.aspx?docid=20&refer=Networks/offtrans/pdc/cdr/Cons2010>

³ <http://www.ofgem.gov.uk/Pages/MoreInformation.aspx?docid=85&refer=Networks/offtrans/pdc/cdr/Cons2010>

2 Why Change?

- 2.1 In order to implement the various Generator Led build options, the Authority utilised Secretary of State powers to make changes to the Connection and Use of System Code (CUSC) and the Grid Code. These changes placed obligations on offshore Generators wishing to undertake activities otherwise undertaken by an Offshore Transmission Owner (OFTO). These changes, implemented in December 2010, aimed to ensure that transmission assets comply with the same standards whether constructed by a Generator or an OFTO.
- 2.2 The original intention was to progress CUSC, Grid Code and STC changes together but aware of the challenging timetable for delivery of code changes, the Authority prioritised making changes to the user facing codes under the Secretary of State's existing powers before they expired on 18 December 2010.
- 2.3 As such, changes to the CUSC and Grid Code were progressed ahead of amendments to the STC but it was recognised that changes to the STC would be required to ensure that the National Grid as System Operator could meet the requirements placed upon it by the CUSC and the Grid Code as a result of implementing the Generator Led build option on an enduring basis.
- 2.4 CA046 is the corresponding STC modification to facilitate Generator Build and OFTO Build.

Summary of build options and STC interaction

- 2.5 There are two build options for Offshore Transmission under the Enduring Regime:
 - Generator Build, the Generator will obtain the connection agreement from National Grid and take responsibility for all aspects of design, pre-construction, procurement and construction of the transmission infrastructure. Once the Generator has completed construction of the transmission infrastructure, ownership will be transferred to an OFTO who will operate, maintain and decommission the assets.
 - OFTO Build, the Generator will obtain the connection agreement from National Grid and undertake high level design and pre-construction activities. The OFTO will then undertake detailed design work and procurement with suppliers, negotiate and finalise construction contracts, and deliver the build programme. Once the OFTO has completed construction and commissioning of the transmission infrastructure they will retain ownership and will operate, maintain and decommission the assets.
- 2.6 When a Generator applies to National Grid for either of these build options, they will be treated similar to a User who applies for a transmission connection onshore. The Generator would apply to National Grid under the CUSC and this application would be passed to the respective Transmission Owner to develop a Connection Offer. At this point the process would change depending on the option chosen by the Generator.
- 2.7 If the Generator applied for a Generator Build connection, the Generator would be required to meet the obligations within the Grid Code and once construction is complete, ownership will be transferred to an OFTO who will be required to ensure that the assets meet the obligations under the STC. It should be noted that the obligations for transmission assets within the STC

have been replicated within the Grid Code to ensure that transmission assets built by the Generator are fit for use.

- 2.8 If the Generator applied for OFTO Build, the Generator would be required to meet the obligations within the Grid Code and once the high level design and pre-construction activities are complete, responsibility will be transferred to an OFTO who will be required to carry out the remainder of the build programme under the STC.
- 2.9 In order to facilitate these build options, the STC needs to be amended to recognise that at a 'Transfer Time' the transmission assets being built by the Generator, that will comprise the offshore transmission network, will be transferred to an OFTO. Until the assets are transferred to an OFTO they are subject to the Grid Code, however post transfer they will be subject to the STC.

3 Solution

- 3.1 It is proposed to amend the STC with the proposed changes identified in Annex 2. The objective of these changes is to facilitate the two build options; Generator Build and OFTO Build.
- 3.2 The proposed changes aim to facilitate the variable point at which the assets can transfer to the OFTO as well as ensuring the OFTO has the appropriate documentation in place post transfer to satisfy the requirements of the STC.
- 3.3 Changes have also been identified to STC Procedures (STCP) 23.1 (Offshore Party Entry Process) to clarify the process under the two build options and, following the due diligence that has been undertaken, it was suggested by the Workgroup that 12.1 (Data Exchange Mechanism) needs to be reviewed. Changes to the STCPs will be progressed through the STC Procedures modification process separate to the STC modification process.

4 Summary of Workgroup Discussions

- 4.1 At the January 2012 STC Panel meeting, National Grid Electricity Transmission (NGET) presented CA046 proposing that a Workgroup was established to examine the inclusion of Generator Led build options within the STC.
- 4.2 The STC Panel agreed that this issue required further investigation and approved the Terms of Reference.

Terms of Reference

- 4.3 In addition to the overriding requirement of determining whether the proposal better facilitates the applicable STC Objectives, the Workgroup had to consider and report on the following specific issues:
- Consider the changes necessary to facilitate offshore Generator Build and OFTO Build options in the STC;
 - Highlight which STC Processes may require change; and
 - Examine the issues experienced in the Transitional Regime and determine if those issues have any applicability to the Enduring Regime for the Generator Build option.
- 4.4 The scope of the Workgroup did not include:
- Addressing any wider offshore issues that are not related to Generator Build and OFTO Build in the Enduring Regime.

- 4.5 A copy of the Terms of Reference can be found in Annex 1.

Timescales

- 4.6 The Workgroup was initially due to submit a Workgroup Report to the May 2012 STC Panel. However, due to the first Workgroup meeting not being able to take place until 29 March 2012, the Authority granted an extension to allow the Workgroup Report to be submitted to the July 2012 STC Panel.
- 4.7 Following the July 2012 STC Panel meeting, it was agreed to progress CA046 to the Assessment & Report phase.

Workgroup Discussions

- 4.8 The Workgroup reviewed a number of sections within the STC in relation to the inclusion of the two build options. For ease of reference the discussions are contained under their respective section headings.

STC Section B - Governance

- 4.9 The Workgroup discussed how an OFTO would go through the Party Entry Processes if a Generator has opted for one of the two offshore build options. It should be noted that under the STC, the proposed drafting refers to Offshore Transmission System Development User Works (OTSDUW) which covers the two offshore transmission build options.
- 4.10 It is expected that the Generator will trigger the competitive tender that will be used to select an OFTO at a time consistent with their build choice. Depending on when the competitive tender process is triggered, the OFTO

will be expected to sign onto the STC Framework Agreement. Once an OFTO has acceded to the Framework Agreement they will be considered a Party under the STC but Sections C, D and paragraphs 2.2 and 3 of Section G will not apply, unless it has been agreed between the Party Representatives, until the date of notification of completion of the Party Entry Processes.

- 4.11 The Workgroup considered whether it was appropriate that Section C, D and paragraphs 2.2 and 3 of Section G did not apply to an OFTO until they had completed the Party Entry Process. The Workgroup agreed that many of the obligations did not apply as the transfer of transmission assets from the Generator to the OFTO had not yet taken place.
- 4.12 Once a Party has acceded to the STC Framework Agreement, there is a 30 day period for STC Parties to agree the procedures, processes and steps required to be taken by the recently acceded Party to comply with their obligations under the STC. These are known as the Party Entry Processes.
- 4.13 There was concern noted that if the OFTO is appointed too early or too late in the process there could be difficulty in adhering to the 30 days. Too early and it would be difficult to determine the required steps, too late and it would be difficult to determine the steps and deliver ahead of OTSUA Transfer Time. The Workgroup recognised that the point at which the competitive tender is triggered is outside of the scope of the STC but note that this should be highlighted as a risk.
- 4.14 The Workgroup suggested to improve the Party Entry Process for OTSDUW, STCP 23.1 should be amended to include a timetable that reflects key dates related to OTSDUW. STCP 23.1 currently refers to energisation as the key date for becoming a full STC party however, under OTSDUW the OTSUA Transfer Time date should become the key date. It was agreed that STCP 23.1 be amended to include a timetable for OTSDUW Party Entry Process.

STC Section C - Transmission Services and Operations

- 4.15 The Workgroup noted that, overall; little needs to change in Section C to accommodate the build options. The exceptions are an amendment to Part One, Paragraph 2.2 and creation of a new paragraph in Part Three.
- 4.16 There is a requirement for Part One, Paragraph 2.2 to be amended to recognise that a Generator, rather than one of the Transmission Operators, may do some transmission system work.
- 4.17 Part Three, Paragraph 3.6 is a new paragraph which sets out the requirement for Connection Sites and Transmission Interface Sites that are subject to an OTSDUW Build Application to enter into an Interface Agreement 6 months prior to the Offshore Transmission System User Asset (OTSUA) Transfer Time. The proposed drafting was trying to put some structure around the submission of the Interface Agreement for those sites subject to an OTSDUW Build Application but the drafting does allow for the 6 month timeline to be revised as long as the Interface Agreements are in place ahead of the OTSUA Transfer Time.
- 4.18 The Workgroup questioned whether this timeline applies to Connection Sites and Transmission Interface Sites that are not subject to an OTSDUW Build Application. There are requirements currently within the TO Construction Agreement (TOCA), Proforma C, paragraphs 2.22 and 2.21 which require submission of the Interface Agreement and Transmission Interface Agreement no later than 6 months prior to the Completion Date.

STC Section D - Planning Co-ordination

- 4.19 It was noted that Part One, Paragraph 2.11 is a new section to cater for projects which are being built in phases. The Workgroup recognised that phased construction is part of a recent Ofgem consultation⁴ but note that the changes in Paragraph 2.11 should cover the documentation that needs to be amended following extension of the network.
- 4.20 In Part Two, Paragraph 2.1.1 additional text has been inserted into the definition for 'Construction Project' to accommodate OTSDUW Build projects.
- 4.21 The User will be required, under CUSC Schedule 2 Exhibit 3A (Offshore Construction Agreement) paragraph 17.4, to provide information for completion of documentation such as the Connection Site Specification (CSS), Services Capability Specification (SCS) and Transmission Interface Site Specification (TISS) to National Grid. National Grid then passes this information over to the OFTO through the NGET Connection Application when they are appointed as an OFTO. The OFTO will then be required to submit these documents in their final form to National Grid in accordance with the new obligations in the STC and then confirm that they are in place as part of their Completion Report, which will also be submitted to NGET.
- 4.22 The Workgroup considered Construction Planning Assumptions, the details of which are set out in Part Two, Paragraph 3. Part Two, Paragraph 3.11 assumes, where the Generator is undertaking OTSDUW, National Grid will not provide Construction Planning Assumptions to the Generator, but they may need to provide them to the onshore TO. The Workgroup suggested rewording the section to say National Grid is not offering Construction Planning Assumptions to the User undertaking OTSDUW.
- 4.23 Part Two, Paragraph 4.3A has been added to accommodate the submission of an OTSDUW Completion Report. The Workgroup queried whether the Site Specific Arrangements would be captured in the OTSDUW Completion Report. It was suggested that the TISS or CSS would contain this information.
- 4.24 It was questioned where the TISS sits under OTSDUW. It was explained that the Generator, under the CUSC and Grid Code, would now complete activities normally completed by the OFTO under the STC, until OTSUA Transfer Time where they will move across to the OFTO who will follow the process in the STC and submit final versions of documents, such as the TISS, to National Grid.
- 4.25 Part Two, Paragraphs 4.5A and 4.8 state the requirement for a TO to produce the OTSDUW Completion Report, where construction has taken place at the Interface Site, to reflect the information in the OTSDUW Build Application, and the timeline for submission of the report.
- 4.26 The Workgroup expressed concerns that the OFTO could dispute the information NGET sends them, information which NGET receives from the Generator undertaking OTSDUW. Part Two, Paragraph 5.2 explains that disputes relating to an OTSDUW Completion Report can be referred to the Authority in accordance with Section H.
- 4.27 A minor change was drafted for Part Two, Paragraph 7.1.1 which requires each Party to provide all advice and assistance reasonably requested by

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⁴ <http://www.ofgem.gov.uk/Pages/MoreInformation.aspx?docid=45&refer=Networks/offtrans/pdc/cdr/2012>

another Party to enable it adequately to assess the implications of making a modification to any OTSDUW.

- 4.28 Changes have been proposed to Part Two, Paragraph 11.1 which would require items in 11.1.1 to 11.1.7 to be submitted 6 months prior to the proposed OTSUA Transfer Time, or in any event by the OTSUA Transfer Time. This includes elements such as Safety Rules and identifying Safety Coordinators. The Workgroup recognised that these timescales could prove challenging as the OTSUA Transfer Time may not be known 6 months before but note the flexibility of wording to allow for submission up to the OTSUA Transfer Time.
- 4.29 Part Two, Paragraphs 14.4 to 14.7 outline the documents National Grid receives from the OFTO prior to the OTSUA Transfer Time.
- 4.30 The Workgroup discussed how documents, primarily the OTSDUW Completion Report, are accepted. The OTSDUW Completion Report is not an approved document but rather a collection of documents including the items listed in Schedule 9, Appendix S.
- 4.31 Part Two, Paragraph 15.1.2 has been amended to clarify that NGET will provide the relevant OFTO with the information required to allow them to prepare the Site Responsibility Schedule.

STC Section G - General Provisions

- 4.32 Paragraphs 2.2.4 and 2.2.5 explain that a TO representative should be onsite when works are taking place at the Connection Site. The Workgroup queried whether an OFTO representative should also be on site when the Generator is working at the Connection Site. It was suggested that because none of section 2.2 applies before the party entry process is complete there would not be an OFTO representative present but there would need to be an onshore TO representative. The onshore TO would also be represented during the compliance testing and commissioning process, as set in STCP 19.3 and 19.4.

STC Section H - Disputes

4.33 Throughout the Workgroup discussions the topic of disputes was raised, particularly when looking at Section D and the OTSDUW Completion Report. Under the current arrangements, any dispute under Section H;

- (i) paragraph 4.3 is referable to the Authority
- (ii) paragraph 4.4 is referable to the Authority where such matters will materially affect the dispute party's ability to develop and maintain an efficient transmission system.

If the matter of the dispute does not fall under one of these two paragraphs then the matter can be referred to arbitration. The proposed drafting deals with any OTSDUW Completion Report dispute under paragraph 4.4.

4.34 There was concern that if a dispute did not go to the Authority but instead went to arbitration that this could lead to significant delays before a resolution can be achieved. As such, creating a process for referral to an independent engineer may be necessary if the dispute would benefit from a technical assessment rather than a determination from the Authority.

4.35 It was suggested that, in the first instance, disputes should be referred to the Authority and if they cannot make a determination due to the non-materiality of the dispute, then the dispute could be taken to an Independent Engineer to resolve if the non-material issue was of a technical nature.

4.36 There is not currently a process within the STC for referring a disputed matter to an Independent Engineer and if a process was created it would only apply for OTSDUW and not onshore transmission disputes.

QUESTION: Would it be beneficial to have OTSDUW Completion Report disputes that cannot be referred to the Authority being referred to an Independent Engineer rather than Arbitration?

QUESTION: Given the nature of the information being provided to the OFTO under OTSDUW, should an OFTO be able to expressly dispute the connection application and/or the information provided? If they are able to dispute should this be classed as a dispute falling under 4.3 or 4.4 of Section H?

STC Schedule 1 - Code Accession Agreement

4.37 The Workgroup considered whether the Code Accession Agreement (Schedule 1) needed any changes. It was agreed that as the Generator undertaking OTSDUW would not be required to accede to the STC the Accession Agreement does not require any changes.

STC Schedule 5 - NGET Connection Applications

4.38 A new section has been added to Schedule 5 to explain what is required in the NGET Connection Application for an OTSDUW build.

STC Schedule 9 - TO Construction Terms

4.39 Changes to Schedule 9 include the creation of a number of OTSDUW related definitions and includes some clarity around which paragraphs are not applicable as the User undertaking OTSDUW will have already obtained the necessary consents.

Outstanding Issues

4.40 The Workgroup recognised that there are a number of issues that cannot be resolved by this group at this point in time. The following issues have been identified by the Workgroup as areas that may require revisiting in the future:

(a) **Commissioning**

The Workgroup is aware that if a Generator is undertaking Generator Build they will be constructing transmission assets which will eventually be transferred to an OFTO. However, until the assets are transferred to the OFTO they remain under ownership of the Generator and, under the Electricity Act 1989, it is a criminal offence to participate in the transmission of electricity without a licence. The Generator undertaking the Generator Build option will not hold a Transmission Licence and will therefore not be able to energise the transmission assets to allow commissioning to take place.

This issue is currently being investigated and it is expected that changes to the Energy Bill 2012 will address this issue. It is not anticipated that any further changes will be required to the STC as a result of the changes but the Workgroup have noted it as an area that may require review at a later date.

(b) **Asset Transfer**

The OTSUA Transfer Time, as asset transfer is known in the STC, has a number of requirements attached to and it was noted that until the point of asset transfer is known it is difficult to have clear visibility of subsequent submission dates. The Workgroup agreed that having an asset transfer date as early as possible in the process would be very beneficial but recognised that it was outside of the scope of this group to be able to set the point in time for asset transfer.

(c) **Compliance Testing**

The Workgroup discussed the issue of compliance testing as there was concern that compliance testing could be required twice, once under the Grid Code and once under the STC. It was confirmed that it is not the intention to have compliance carried out twice.

The Workgroup also recognise the links that this has with commissioning and it was noted within the group that an OFTO would prefer for commissioning and compliance to be completed before asset transfer otherwise there would need to be indemnities contained with the tenders and subsequent agreements

The Workgroup also noted the due diligence review⁵, undertaken in 2011, of the Generator Led build options that were implemented for the CUSC and Grid Code. It was identified that STCP 12.1 will require review to ensure that it is consistent with the changes that were made to DRC Schedule 18 of the Grid Code. This is work that will be undertaken by National Grid outside of this Workgroup.

⁵ Grid Code Modification F/11 -

http://www.nationalgrid.com/uk/Electricity/Codes/gridcode/consultationpapers/2011_2/F_11/

CUSC Modification CMP200 - <http://www.nationalgrid.com/NR/rdonlyres/FB2D3BC9-C01A-4BB4-BB61-A604603E42AD/52413/CMP200FinalModReport10.pdf>

Workgroup Recommendation

- 4.41 The Workgroup recommended that the changes to the STC identified in Annex 2 should be progressed to Industry Consultation.

STC Parties' Assessments

5.1 National Grid

National Grid is supportive of Amendment Proposal CA046, and has carried out an assessment of the Amendment Proposal.

The implementation of CA046 would not have any physical impact on National Grid's Transmission system or require changes to the IS Systems. No additional works or monies would be required to implement the proposed change.

5.2 Offshore Transmission Owners (OFTOs)

The OFTOs are supportive of Amendment Proposal CA046 and do not believe the implementation of CA046 will have any physical impact on any currently operational Offshore Transmission systems. The change has the potential to impact on future projects, although the impact is expected to be minimal. It is unlikely to have any material financial, technical or programme impact.

5.3 Scottish Hydro-Electric Transmission Limited (SHETL)

SHETL is supportive of Amendment Proposal CA046. The implementation of CA046 would not have any physical impact on SHETL's Transmission system or require any changes to the IS systems.

5.4 SP Transmission Limited (SPT)

SPT is supportive of Amendment Proposal CA046. The implementation of CA046 would not have any physical impact on SPT's Transmission system or require any changes to the IS systems.

Impact on the System Operator - Transmission Owner Code (STC)

5.5 CA046 requires amendments to the following parts of the STC:

- Section B – Governance
- Section C – Transmission Services and Operations
- Section D – Planning Coordination
- Section G – General Provisions
- Section H – Disputes
- Section J – Interpretation and Definitions
- Schedule 5 – NGET Connection Applications
- Schedule 9 – TO Construction Terms

5.6 The text required to give effect to the proposal is contained in Annex 2 of this document.

5.7 Changes have also been identified for STCP 12.1 and STCP 23.1. These changes will be progressed under the STCP Modification process.

Impact on National Electricity Transmission System (NETS)

5.8 The proposed changes will not have an adverse impact on the NETS.

Impact on STC Users

5.9 The proposed modification will introduce Generator Led build options within the STC. These changes will not adversely impact STC Users except to provide clarity around the arrangements.

Impact on Greenhouse Gas emissions

5.10 The proposed changes will not have an impact on Greenhouse Gas emissions.

Assessment against STC Objectives

5.11 The STC Panel considers that CA046 would better facilitate the STC objective:

- (i) efficient discharge of the obligations imposed upon transmission licensees by transmission licences and the Act;
Supports the development of the enduring offshore regime through the refinement of build options.
- (ii) development, maintenance and operation of an efficient, economical and co-ordinated system of electricity transmission;.
Improves the development of an efficient, economical and co-ordinated system of electricity transmission by providing offshore Generators with more control over the design and construction of the assets which will connect them to the National Electricity Transmission System.
- (iii) facilitating effective competition in the generation and supply of electricity, and (so far as consistent therewith) facilitating such competition in the distribution of electricity;
Improves flexibility in build choices which allows for increased participation in the market which should improve competition.
- (iv) protection of the security and quality of supply and safe operation of the national electricity transmission system insofar as it related to interactions between transmission licensees;
The proposal is neutral on this objective.
- (v) promotion of good industry practice and efficiency in the implementation and administration of the arrangements described in the STC;
The proposal is neutral on this objective.

- (vi) facilitation of access to the national electricity transmission system for generation not yet connected to the national electricity transmission system or distribution system; and

Improved facilitation of access by providing offshore Generators with more control over the design and construction of the assets which will connect them to the National Electricity Transmission System.

- (vii) compliance with the Regulation and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.

The proposal is neutral on this objective.

Impact on core industry documents

5.12 The proposed modification does not impact on any core industry documents.

Impact on other industry documents

5.13 The proposed modification does not impact on any other industry documents.

Implementation

5.14 The STC Panel proposes CA046 should be implemented 10 business days after an Authority decision.

6 Consultation Responses

- 6.1 The STC Panel has consulted with the industry on this issue. The consultation period opened on 30 November 2012 and closed on 04 January 2013. There were no responses received during the consultation period.

7 Recommendations

- 7.1 The STC Panel recommends that STC Amendment Proposal CA046 be approved for implementation.
- 7.2 Should the Authority approve STC Amendment Proposal CA046, it is provisionally recommended that the STC be modified 10 days after the Authority decision.
- 7.3 The following timeline is suggested for progressing CA046:

Draft Proposed Amendment Report circulated to STC Panel (including draft Impact Assessments)	20 November 2012
November 2012 STC Panel meeting - Panel to approve impact assessments and for CA046 to go out to consultation	28 November 2012
Consultation published	30 November 2012
Consultation closes (extended from 20 days due to Christmas period)	4 January 2013
NGET circulate responses to STC Panel for consideration	7 – 21 January 2013
Draft Amendment Report circulated to STC Panel	23 January 2013
January 2013 STC Panel meeting - Panel to approve CA046 for submission to the Authority	30 January 2013
Amendment Report submitted to the Authority	06 February 2013

CA046 - Generator Build TERMS OF REFERENCE

Governance

1. The Generator Build Workgroup was established by the STC Committee at the 25th January 2012 STC Committee meeting.
2. The group shall formally report to the STC Committee.

Membership

3. The Workgroup shall comprise a suitable and appropriate cross-section of experience and expertise from the Transmission Owners and other interested industry members, which shall include:

Name	Role	Representing
	Chair	
Robyn Jenkins	Technical Secretary	
Thomas Derry	National Grid Representative	National Grid
None	Onshore Transmission Owner Representative	
Mike Lee	Offshore Transmission Owner Representative	
Yvonne Norton / Elizabeth Sinclair	Observer	The Authority

4. A Workgroup shall comprise at least three persons (who may be STC Committee Members) agreed by the STC Committee provided there shall always be at least one member representing NGET, one member representing Onshore Transmission Owners and one member representing Offshore Transmission Owner. A representative of the Authority may attend any meeting of a Workgroup as an observer.
5. The Technical Secretary shall keep an Attendance Record for the Workgroup meetings and circulate the Attendance Record with the Action Notes after each meeting. These will be attached to the Final Workgroup report.
6. The Workgroup membership can be amended from time to time by the STC Committee.

Meeting Administration

7. The frequency of Workgroup meetings shall be defined as necessary by the Workgroup chair to meet the scope and objectives of the work being undertaken at that time.
8. The STC Committee will appoint Technical Secretary resource to the Workgroup and handle administrative arrangements such as venue, agenda and records of meetings.
9. The Workgroup will have a dedicated section on the National Grid website to enable information such as records of meetings, papers and presentations to be available to a wider audience.

Scope

10. The Workgroup must consider the issues raised by the Amendment Proposal and consider if the proposal identified better facilitates achievement of the Applicable STC Objectives:
- (a) efficient discharge of the obligations imposed upon transmission licensees by transmission licences and the Act;
 - (b) development, maintenance and operation of an efficient, economical and co-ordinated system of electricity transmission;
 - (c) facilitating effective competition in the generation and supply of electricity, and (so far as consistent therewith) facilitating such competition in the distribution of electricity;
 - (d) protection of the security and quality of supply and safe operation of the national electricity transmission system insofar as it related to interactions between transmission licensees;
 - (e) promotion of good industry practice and efficiency in the implementation and administration of the arrangements described in the STC;
 - (f) facilitation of access to the national electricity transmission system for generation not yet connected to the national electricity transmission system or distribution system; and
 - (g) compliance with the Regulation and any relevant legally binding decisions of the European Commission and/or the Agency for the Co-operation of Energy Regulators.
11. In addition to the overriding requirement of paragraph 10, the Workgroup shall consider and report on the following specific issues:
- Consider the changes necessary to facilitate offshore Generator Build and Late OFTO options in the STC;
 - Highlight which STC Process may require change; and
 - Examine the issues experienced in the Transitional Regime and determine if those issues have any applicability to the Enduring Regime for the Generator Build option.
12. The scope of the Workgroup shall not include:
- Addressing any wider offshore issues that are not related to Generator Build and Late OFTO in the Enduring Regime.

Deliverables

13. A Draft Workgroup Report must be circulated to Workgroup members with not less than five Business Days given for comments, unless all Workgroup members agree to three Business Days.
14. Any unresolved comments within the Workgroup must be reflected in the Final Workgroup Report.
15. The Workgroup will provide updates and the Technical Secretary will submit a Final Workgroup Report to the STC Committee which will:

- Detail the findings of the Group;
- Draft, prioritise and recommend changes to the STC (including draft legal text) and associated procedures in order to implement the findings of the Group; and
- Highlight any consequential changes which are or may be required.

16. The Chair (or another member nominated by the Chair) will present the Workgroup Report to the STC Committee as required.

Timescales

17. This Workgroup will submit a Workgroup Report to the 25th July 2012 STC Committee meeting.

18. Below is an expected timetable for this modification based on the time limits set by the STC.

DATE	ACTION
25 th January 2012	Amendment Proposal referred to Evaluation or Assessment & Report Phase by STC Committee
	EVALUATION PHASE
29 th March 2012	Workgroup Meeting 1
2 nd May 2012	Workgroup Meeting 2
13 th June 2012	Workgroup Meeting 3
11 th July 2012	Conclusion of Workgroup and Evaluation Phase (no longer than 4 months from referral) nb extension approved by the Authority and STC Committee
18 th July 2012	Workgroup to submit Workgroup Report to STC Committee
25 th July 2012	STC Committee to review Workgroup Report
	ASSESSMENT & REPORT PHASE
22 nd August 2012	Committee Secretary to submit draft Initial Amendment Report to STC Committee for Parties to provide their Assessment
29 th August 2012	STC Committee to confirm Assessment and provide approval for Proposed Amendment Report to be circulated for industry consultation
30 th August 2012	NGET publish industry consultation for 20 Business Days
27 th September 2012	Industry consultation closes
17 th October 2012	Committee Secretary to submit Draft Amendment Report to STC Committee
24 th October 2012	STC Committee to consider representations made and approve Draft Amendment Report for submission to the Authority
25 th October 2012	Committee Secretary to submit Amendment Report to the Authority
30 th November 2012	Expected Decision Date (based on Ofgem 25 Business Day KPI)
7 th December 2012	Expected Implementation Date (5 Business Days following decision)

This section contains the proposed legal text to give effect to changes identified.
The proposed new text is in red.

SECTION B: GOVERNANCE

- 3.2.1 Following accession to the Framework Agreement under sub-paragraph 3.1.5, a Party Applicant shall be a Party save that the rights and obligations of such Party and the rights and obligations of the other Parties in respect of such Party under Sections C, D, **K** and paragraphs 2.2 and 3 of Section G of this Code shall not take effect, unless and to the extent it is **expressly provided for in this Code or** otherwise agreed between the Party Representatives, until the date of notification of completion of the Party Entry Processes (as defined in sub-paragraph 3.2.3 below) for that Party under sub-paragraph 3.2.4.
- 3.2.3 As soon as reasonably practicable, but in any event not more than 30 days following the accession of a Party to the Framework Agreement under sub-paragraph 3.1.5, each Party shall use its reasonable endeavours to agree the procedures, processes and steps required to be taken by each of the Parties (such agreement not to be unreasonably withheld) such that each Party can comply and continue to comply with its obligations under this Code including any obligations or rights referred to in sub-paragraph 3.2.1 (here referred to as the **"Party Entry Processes"**) on and from the date of notification of completion of such Party Entry Processes under sub-paragraph 3.2.4. The Party Entry Processes shall include, without limitation, the establishment and testing of communications arrangements, exchange of data, development and amendment of, creation or accession to (as appropriate) Services Capability Specification, Interface Agreements, TO Construction Agreements, Outages Proposals, Transmission Investment Plans and Code Procedures and such Party Entry Processes may be amended as required from time to time upon agreement by the Parties (such agreement not to be unreasonably withheld). In the case of an Offshore Transmission Owner, the Party Entry Processes shall also include the submission and acceptance of a TO Construction Offer in accordance with Paragraphs 4 and 5 of Section D Part Two of this Code **(or, where a User is undertaking OTSDUW Build, the issue by the Offshore Transmission Owner of an OTSDUW Completion Report in accordance with Paragraph 4 of Section D Part Two of this Code).**

SECTION C: TRANSMISSION SERVICES AND OPERATIONS

PART ONE: PROVISION OF TRANSMISSION SERVICES

- 2.2. Each Transmission Owner agrees with NGET to provide Transmission Services and to plan, develop, operate and maintain its Transmission System in accordance with its Transmission Licence and this Code, subject to any Transmission Derogations from time to time. In the case of Construction Projects that involved OTSDUW, it is acknowledged that a User may have undertaken some or all of the original planning and/or development of the Transmission System.

PART THREE: OTHER

- 3.5 A Transmission Owner shall notify NGET as soon as reasonably practicable after it has concluded
- 3.5.1 a binding Interface Agreement with a User; or
 - 3.5.2 a Transmission Interface Agreement with a Transmission Interface Site Party, where NGET is not party to the applicable Transmission Interface Agreement.
 - 3.5.3 an Embedded Transmission Interface Agreement with a Distribution Network Operator.
- 3.6 In the case of New Connection Sites and New Transmission Interface Sites that are the subject of an OTSDUW Build Application, the Interface Agreements referred to in paragraphs 3.1 and 3.2 shall be entered into 6 months prior to the proposed OTSUA Transfer Time, or such other dates as, in the case of an Interface Agreement, the Transmission Owner and the User and, in the case of a Transmission interface Agreement the Transmission Owner and other Transmission Owner or NGET, shall agree and in any event by the OTSUA Transfer Time.

SECTION D: PLANNING CO-ORDINATION

PART ONE: TRANSMISSION PLANNING

2. TRANSMISSION PLANNING

- 2.1.2 Each Transmission Owner required to develop and maintain a separate Transmission Investment Plan under sub-paragraph 2.1.1 shall update each Transmission Investment Plan from time to time to reflect the best and most current information available to it and so that each contains, to the extent and in such detail as is reasonably practicable and appropriate at the time, for the relevant Financial Year:
- 2.1.2.1 a description of any proposed Change(s) to its Transmission System;
 - 2.1.2.2 a description of any proposed variation(s) in the Transmission Services to be provided to NGET under Section C, Part One, paragraph 2.1 and including (where appropriate) any new or revised Normal Capability Levels that will apply;
 - 2.1.2.3 an indication of the works required to give effect to the proposed Changes under sub-paragraph 2.1.2.1 above (here referred to as the **"Planned Works"**) and the likely material effect of such Planned Works on Users;
 - 2.1.2.4 an indication of any works which a User may have to carry out as a result of any proposed Change to a Connection Site (and/or, in the case of OTSDUW Build, as a result of any proposed Change to a Transmission Interface Site);
 - 2.1.2.5 an indication of any Outages (in reasonable but not excessive detail) likely to be required to give effect to the Planned Works;
 - 2.1.2.6 a description of any technical or operational assumptions which the Transmission Owner has, in planning and developing its Transmission System, assumed would apply to Plant or Apparatus of another Party or User Equipment at a Connection Site; and
 - 2.1.2.7 any other relevant information which the Transmission Owner considers may materially affect a Transmission Investment Plan of another Party, an NGET Investment Plan ~~or~~ an Offshore Transmission Owner's Transmission System, ~~or any OTSDUW~~.
- 2.1.6 NGET shall ensure that, to the extent that it is reasonable and appropriate to do so, each Transmission Owner is provided with such parts of its up-to-date NGET Investment Plans ~~and any information about OTSDUW~~ as may have a material effect upon that Transmission Owner's Transmission Investment Plans or Offshore Transmission Owner's Transmission System and shall clearly identify those changes made to each NGET Investment Plan since the last version provided to such Transmission Owner.

2.3 Co-ordination of Transmission Investment Planning

2.3.5. Without limitation to sub-paragraph 2.3.1, each Transmission Owner shall include in its Transmission Investment Plans and NGET shall include in its NGET Investment Plans such information directly related to the matters set out in sub-paragraphs 2.1.2.1 to 2.1.2.6 or the current or future characteristics of the Transmission Owner's Transmission System or, in the case of NGET, the National Electricity Transmission System and such information about OTSDUW, as:

2.3.5.1 NGET reasonably requests; or

2.3.5.2 a Transmission Owner reasonably requests (to the extent that the information requested may have a material effect upon the requesting Transmission Owner's Transmission Investment Plan(s)).

OTSDUW Phased Build

2.11.1 Where a Transmission Owner's Transmission System is extended as a consequence of OTSDUW Phased Build, it shall promptly update its:

2.11.1.1 Services Capability Specification to reflect each variation to the Transmission Services it provides under Section C, Part One (including by inserting or amending any applicable Normal Capability Limits);

2.11.1.2 Connection Site Specification to reflect any changes to the Transmission Connection Assets or User Equipment at a Connection Site located on such Transmission Owner's Transmission System; and

2.11.1.3 Transmission Interface Site Specifications to reflect any changes to its Transmission Interface Assets at Transmission Interface Sites.

2.11.2 In the case of OTSDUW Phased Build, the Transmission Owner of the Transmission System which is to be extended by the OTSDUW Phased Build shall act in a co-ordinated manner and take into account, to the extent that it is reasonable and practicable for each Party to do so, the activities and requirements of each of the other Parties including, where reasonably requested to do so by another Party, by:

2.11.2.1 undertaking any incidental activities or works which that other Party reasonably identifies are required to facilitate the development of such other Party's Transmission System pursuant to sub-paragraph 2.8.1; and

2.11.2.2 giving advice or assistance in order to enable that other Party to obtain such Consents as that Party may require.

PART TWO: CONSTRUCTION

1. INTRODUCTION

1.1 This Section D, Part Two, deals with arrangements between NGET and Transmission Owners in relation to Construction Projects on or which otherwise materially affect such Transmission Owners' Transmission Systems (including in relation to OTSDUW), and the disconnection of Users connected to Transmission Owners' Transmission Systems. This Part Two includes paragraphs relating to:

- 1.1.1 the process by which NGET and each Transmission Owner enter into a bilateral TO Construction Agreement for the construction of a New Connection or Modification or System Construction (or, in the case of OTSDUW Build, the process by which an Offshore Transmission Owner provides the OTSDUW Completion Report);
- 1.1.2 Communications Plant requirements at Connection Sites; and
- 1.1.3 provision for the permanent disconnection of User Equipment connected to a Transmission Owner's Transmission Systems.

2. NGET CONSTRUCTION APPLICATIONS

2.1 In this Code:

2.1.1 "Construction Project" refers (as appropriate) to a New Connection (including New Connections resulting from OTSDUW Build), Modification or a System Construction; and

2.1.2 "NGET Construction Application" refers to an application submitted by NGET to a Transmission Owner in relation to a Construction Project, and which is (as appropriate) a:

2.1.2.1 NGET Connection Application;

2.1.2.2 NGET Modification Application; or

2.1.2.3 System Construction Application.

2.2 If NGET considers it may be necessary for a Construction Project to be undertaken, it shall submit a NGET Construction Application in accordance with paragraph 2.3 to:

2.2.1 the Transmission Owner, if any, whose Transmission System is located at the Relevant Connection Site;

2.2.2 any Transmission Owner in relation to whose Transmission System the Relevant Connection Site satisfies the criteria set out in Schedule Four;

2.2.3 any Onshore Transmission Owner whose Transmission System is located at the point where it has been assumed by NGET that a new Offshore Transmission System (including one delivered through OTSDUW Build) required to connect the Relevant Connection Site will connect to an Onshore Transmission System;

2.2.4 a nominated Offshore Transmission Owner whose Transmission System (including one delivered through OTSDUW Build) will be located at the Relevant Connection Site;

2.2.5 any Transmission Owner which does not receive a NGET Construction Application pursuant to sub-paragraphs 2.2.1, 2.2.2, 2.2.3 or 2.2.4, but which:

2.2.5.1 otherwise receives Construction Planning Assumptions pursuant to paragraph 3.2 in relation to the Relevant Connection Site; or

2.2.5.2 NGET otherwise identifies is likely to be required to enter into a TO Construction Agreement in respect of the Construction Project,

(NGET and each Transmission Owner which receives a NGET Construction Application shall be referred to in this Section as a "Construction Party").

- 2.6 Each Transmission Owner (except a nominated Offshore Transmission Owner whose Transmission System to provide the New Connection is to be delivered through OTSDUW Build) shall charge NGET and NGET shall pay Engineering Charges in relation to a NGET Construction Application in accordance with Schedule Ten.

3. PROVISION OF CONSTRUCTION PLANNING ASSUMPTIONS FOLLOWING A NGET CONSTRUCTION APPLICATION

- 3.11 For the avoidance of doubt, where a User is undertaking OTSDUW, the extent of the Construction Planning Assumptions will depend upon the extent of the OTSDUW (and there will be no Construction Planning Assumptions provided to the nominated Offshore Transmission Owner whose Transmission System is to be delivered through OTSDUW Build).

4. TO CONSTRUCTION OFFERS

- 4.1 Each Transmission Owner which receives a NGET Construction Application (other than an OTSDUW Build Application) shall notify NGET whether such Transmission Owner intends to submit a TO Construction Offer in respect of the relevant Construction Project including, without limitation, where the Transmission Owner is not submitting a TO Construction Offer because to do so would be likely to involve the Transmission Owner:

4.1.1 in breach of its duties under section 9 of the Act; or

4.1.2 in breach of any regulation made under section 29 of the Act or any other enactment relating to applicable safety standards; or.

4.1.3 incurring costs equal to or in excess of 20 per cent of the original investment cost incurred by the offshore transmission owner in respect of the Offshore Transmission System, such amount to be cumulative over the lifetime of the transmission system.

- 4.2 A Transmission Owner shall give such notice as soon as reasonably practicable but, in any event, on or before the later of:

4.2.1 twenty-five calendar days less one Business Day after the NGET Application Date; and

4.2.2 twenty-three calendar days less one Business Day after the Construction Assumptions Date.

- 4.3 Where a Transmission Owner does not require Transmission Construction Works to be undertaken in respect of a Construction Project or where it otherwise notifies NGET under paragraph 4.1 that it will not be submitting a TO Construction Offer, it shall

4.3.1 at the same time as it provides notice pursuant to paragraph 4.1, also notify NGET of any technical design or operational criteria which the Transmission Owner intends, in planning and developing its Transmission System, to assume will apply to User Equipment at the Relevant Connection Site, Transmission Owner equipment at a Transmission Interface Site or Embedded Transmission Counterparty Equipment at an Embedded Transmission Interface Site; ~~and~~

- 4.3.2 otherwise not (subject to any contrary determination of a Dispute referred to the Authority under paragraph 4.3) submit a TO Construction Offer to NGET in relation to such Construction Project.
- 4.3A In response to an OTSDUW Build Application, the nominated Offshore Transmission Owner shall not submit a TO Construction Offer to NGET in relation to such Construction Project, and shall instead submit a OTSDUW Completion Report to NGET in relation to such Construction Project (or, in the case of Phased OTSDUW Build, each phase of the Construction Project).
- 4.5 A Transmission Owner shall prepare each TO Construction Offer so that, if the Construction Project to which it relates is constructed, such Transmission Owner would continue to comply with the obligations in respect of the planning and development of its Transmission System set out in Part One, paragraph 2.2 of this Section D by giving effect to such TO Construction Offer, except that:
- 4.5.1 for the purpose of Part One, paragraph 2.2, such Transmission Owner shall take into account Construction Planning Assumptions provided to it under paragraph 3 (as modified or updated pursuant to paragraphs 3.4 or 3.6) in respect of the Construction Project in the place of any other Planning Assumptions;
- 4.5.2 the technical design and operational criteria for the Relevant Connection Site shall be as set out in the NGET Construction Application together with any site-specific information relating to the relevant Connection Site set out in the TO Construction Offer; ~~and~~
- 4.5.3 the technical design and operational criteria for any Transmission Interface Site or Embedded Transmission Interface Site shall be as set out in the NGET Construction Application together with any site-specific information relating to the Transmission Interface Site or Embedded Transmission Interface Site set out in the TO Construction Offer; ~~and~~
- 4.5.4 such Transmission Owner shall take into account any OTSDUW set out in the NGET Construction Application.
- 4.5A A Transmission Owner shall prepare each OTSDUW Completion Report so that it reflects the information set out in the OTSDUW Build Application as such information may be updated by NGET in accordance with paragraph 18.4.
- 4.6 A TO Construction Offer may, where it is necessary for the relevant Transmission Owner to carry out additional extensive system studies to evaluate more fully the impact of a proposed Construction Project, indicate the areas that require more detailed analysis. Before such additional studies are required, NGET shall indicate whether it wishes the Transmission Owner to undertake the work necessary to proceed to make a revised TO Construction Offer within the period specified in paragraph 4 or, where relevant, any other timescale directed or consented to by the Authority.
- 4.7 NGET shall provide Detailed Planning Data to a Transmission Owner, where reasonably requested by such Transmission Owner, to enable it to carry out any detailed system studies referred to in paragraph 4.6, provided that such Transmission Owner can reasonably demonstrate that such provision is relevant and necessary.
- 4.8 Subject to paragraph 4.3, a Transmission Owner which receives an effective NGET Construction Application (~~other than an OTSDUW Build Application~~) under paragraph 2.2 above shall, unless otherwise agreed with NGET or determined or directed by the Authority, submit a TO Construction Offer to NGET as soon as reasonably practicable and, in any event, on or before the later of:

4.8.1 three months less thirteen Business Days after the NGET Application Date; and

4.8.2 where relevant, three months less fifteen Business Days after the Construction Assumptions Date;

and, in the case of an OTSDUW Build Application, shall submit an OTSDUW Completion Report to NGET 6 months prior to the proposed OTSUA Transfer Time, or such other date as the Offshore Transmission Owner and NGET shall agree, and, in any event, by the OTSUA Transfer Time.

4.9 NGET and a Transmission Owner may agree that the Transmission Owner may submit its TO Construction Offer otherwise than in accordance with the dates set out in paragraph 4.8 provided that:

4.9.1 a TO Construction Offer to which sub-paragraph 4.8.1 applies shall be submitted not later than three months less five Business Days after the NGET Application Date; and

4.9.2 a TO Construction Offer to which sub-paragraph 4.8.2 applies shall be submitted not later than three months less seven Business Days after the Construction Assumptions Date,

unless otherwise determined by the Authority in accordance with an application under Standard Condition C9 of NGET's Transmission Licence.

4.10 In the event that NGET modifies Construction Planning Assumptions after a Transmission Owner has submitted its TO Construction Offer for the Construction Project to which such Construction Planning Assumptions apply, the Transmission Owner shall revise and re-submit its TO Construction Offer to NGET, taking into account such modified Construction Planning Assumptions, as soon as reasonably practicable.

4.11 In the event that an application is made to the Authority under Standard Condition C9 of NGET's Transmission Licence concerning a Relevant Connection Site, the Transmission Owner shall revise and re-submit its TO Construction Offer relating to such Relevant Connection Site to NGET, taking into account any determination or other direction from the Authority.

4.12 For the avoidance of doubt, the revision of a TO Construction Offer under paragraph 4.6 varies the existing TO Construction Offer and will not constitute a new TO Construction Offer nor affect the time for which such existing TO Construction Offer remains open for acceptance pursuant to paragraph 5.1.

5. ACCEPTANCE OF TO CONSTRUCTION OFFERS BY NGET

5.1 A TO Construction Offer shall remain open for acceptance from the date on which it is submitted to NGET pursuant to paragraph 4 to a date not less than six months from the NGET Application Date unless an application is made to the Authority under Standard Condition C9 of NGET's Transmission Licence. In which event, such period shall remain open for acceptance until the date 17 days after any determination by or other direction from the Authority pursuant to such application.

5.2 A Party may refer any dispute in connection with a TO Construction Offer as a Dispute to the Authority in accordance with Section H, paragraph 4.1. A Party may refer any dispute in connection with an OTSDUW Completion Report (and any information submitted thereunder) and whether it is validly submitted in accordance with paragraph 4.5A as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

7. GENERAL PROVISIONS CONCERNING NEW CONNECTIONS AND MODIFICATIONS

- 7.1 Subject to the payment of its Reasonable Charges, if any, as provided for in this paragraph 7.1, each Party shall provide all advice and assistance reasonably requested by another Party to enable it adequately to assess the implications (including the feasibility):
- 7.1.1 of making a Modification to User Equipment, ~~or~~ a User's System, **or any OTSUA or OTSDUW** (whether such Modification is the result of Planned Works proposed by the Party requesting advice or assistance or at the request of a User);
 - 7.1.2 of constructing a New Connection Site (including adequately assessing the feasibility of making any NGET Connection Application or considering the terms of any TO Construction Offer); or
 - 7.1.3 in the case of a New Connection Site located Offshore, of a material change to the Construction Planning Assumptions concerning the proposed design of the Offshore Transmission System upon which an accepted TO Construction Offer was based.

9 COORDINATION OF CONSTRUCTION PROJECTS

- 9.1 Where a Construction Project involves Works being undertaken by more than one Party, each Transmission Owner which is party to a TO Construction Agreement in respect of the Construction Project and NGET (together referred to as "**Joint Project Parties**") shall throughout the construction and commissioning of the Construction Project:
- 9.1.1 co-operate and assist each other in the development of co-ordinated TO Construction Programmes and, in the case of NGET, any other planning or analysis it undertakes in respect of the Construction Project;
 - 9.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the Works of such other Joint Project Parties;
 - 9.1.3 meet from time to time, if so requested by another Joint Project Party, to agree arrangements to facilitate such development; and
 - 9.1.4 otherwise develop their TO Construction Programmes or, in the case of NGET, any other relevant planning or analysis, taking into account, to the extent that it is reasonable and practicable to do so, the activities and requirements of each other Joint Project Party.
- 9.2 Without limitation to paragraph 8.1, the Joint Project Parties shall liaise throughout the construction and commissioning of a Construction Project and each shall provide to each other Joint Project Party all information relating to its own Works and, in the case of NGET, User Works and/or OTSDUW, reasonably necessary to assist each other Joint Project Party in the performance of that other's part of the Works, and shall use all reasonable endeavours to co-ordinate and integrate their respective part of the Works. There may be meetings between representatives of the Joint Project Parties and/or the User at intervals to be agreed between the Joint Project Parties and/or the User (as appropriate). Each Joint Project Party shall deliver to each other Joint Project Party a written report of its progress during each Calendar Quarter within seven days of the end of that Calendar Quarter.
- 9.3 Where a Construction Project involves the connection of Transmission System by an Offshore Transmission Owner to an Onshore Distribution System then the Transmission Owners shall in addition provide such assistance and information to NGET as NGET shall reasonably require in order to fulfil its obligations to the Embedded Transmission Counterparty under the Embedded Transmission Bilateral Agreement and to coordinate to the extent necessary the Construction Project with any works required on the Distribution System.
- 9.4 Where a Construction Project involves the connection of Offshore Transmission System delivered by OTSDUW Build to an Onshore Transmission System then the Transmission Owners shall in addition provide such assistance and information to NGET as NGET shall reasonably require in order to fulfil its obligations to the User under the CUSC Contract with that User and to coordinate to the extent necessary the Construction Project with the OTSDUW Build.

11. CONNECTION SITE RULES

- 11.1 Prior to the Completion Date under a TO Construction Agreement, the following shall be submitted pursuant to the terms of the TO Construction Agreement (or, in the case of OTSDUW Build, the following shall be submitted 6 months prior to the proposed OTSUA Transfer Time or such later date as the relevant parties shall agree between them and in any event by the OTSUA Transfer Time):
- 11.1.1 copies of the Safety Rules applicable at the relevant Transmission Owner Sites or User Sites which will be used at the User/Transmission Owner interface (including, in the case of OTSDUW Phased Build, any interface at the Interface Site), as followed and forwarded in accordance with the criteria set out in Section G, sub-paragraphs 2.2.7 to 2.2.10; and

12. TRANSMISSION INTERFACE SITE RULES

- 12.1 Prior to the Completion Date under a TO Construction Agreement (or, in the case of OTSDUW Build, 6 months prior to the proposed OTSUA Transfer Time or such later date as the relevant parties shall agree between them and in any event by the OTSUA Transfer Time), the following shall be submitted by each Transmission Interface Site Party directly to the other relevant Transmission Interface Site Party or Parties and to NGET where NGET is not a Transmission Interface Site Party:
- 12.1.1 a copy of the Transmission Interface Site Party's Safety Rules applicable at the relevant Transmission Interface Site;
- 12.1.2 notice in writing of its Safety Coordinators, which notice shall be updated and resubmitted by the Transmission Interface Site Party whenever there is a change to the identity of its Safety Coordinators or to the Transmission Interface Site;
- 12.1.3 written confirmation that the Safety Coordinators acting on behalf of the Transmission Interface Site Party are authorised and competent pursuant to the requirements of the relevant appendix of OC8; and
- 12.1.4 written notice of a list of the managers who have been duly authorised to sign Site Responsibility Schedules on behalf of the Transmission Interface Site Party.

14. SITE SPECIFICATIONS

- 14.1 Prior to the provision of an Agreement for Energisation or Agreement for an Interim Operational Notification from a Transmission Owner, the Transmission Owner shall provide to NGET a new or revised Connection Site Specification as described in Section D, Part One, sub-paragraph 2.6.1 that reflects the information contained in the relevant TO Construction Agreement(s) .
- 14.2 Prior to the to the Completion Date under an Offshore Construction Agreement, the Offshore Transmission Owner shall provide to any relevant Transmission Interface Site Party and to NGET where NGET is not an Interface Site Party a new or revised Transmission Interface Site Specification as described in Section D, Part One, sub-paragraph 2.7.1 that reflects the information contained in the relevant TO Construction Agreement(s).
- 14.3 Prior to the provision of an Agreement for Energisation or Agreement for an Interim Operational Notification from an Embedded Transmission Counterparty, the Transmission Owner shall provide to NGET a new or revised Embedded Transmission Site Specification as described in Section D, Part One, sub-paragraph

2.6.1 that reflects the information contained in the relevant TO Construction Agreement(s) .

- 14.4 In the case of OTSDUW Build, 6 months prior to the proposed OTSUA Transfer Time, or such other date as the Offshore Transmission Owner and NGET shall agree, and in any event by the OTSUA Transfer Time, the Offshore Transmission Owner shall provide to NGET a new (or, in the case of OTSDUW Phased Build, a revised) Connection Site Specification as described in Section D, Part One, sub-paragraph 2.6.1 that reflects the information contained in the relevant OTSDUW Build Application (as such information may be updated by NGET in accordance with paragraph 18.4).
- 14.5 In the case of OTSDUW Build, 6 months prior to the proposed OTSUA Transfer Time, or such other date as the Offshore Transmission Owner and NGET shall agree, and in any event by the OTSUA Transfer Time, the Offshore Transmission Owner shall provide to NGET a new (or, in the case of OTSDUW Phased Build, a revised) Transmission Interface Site Specification as described in Section D, Part One, sub-paragraph 2.7.1 that reflects the information contained in the relevant OTSDUW Build Application (as such information may be updated by NGET in accordance with paragraph 18.4).
- 14.6 In the case of OTSDUW Build, 6 months prior to the proposed OTSUA Transfer Time, or such other date as the Offshore Transmission Owner and NGET shall agree, and in any event by the OTSUA Transfer Time, the Offshore Transmission Owner shall provide to NGET a new (or, in the case of OTSDUW Phased Build, a revised) Services Capability Specification as described in Section C, Part One, sub-paragraph 3.1.1 that reflects the information contained in the relevant OTSDUW Build Application (as such information may be updated by NGET in accordance with paragraph 18.4).
- 14.7 In the event the Offshore Transmission Owner reasonably believes the information contained in the relevant OTSDUW Build Application (or any updates to this provided by NGET) means it will be unable to provide a Connection Site Specification, Transmission Interface Site Specification or Services Capability Specification in accordance with Clauses 14.4, 14.5 and/or 14.6 it shall notify NGET immediately.

15. SITE RESPONSIBILITY SCHEDULES

- 15.1 In order to inform site operational staff of agreed responsibilities for Plant and/or Apparatus at an operational interface:
- 15.1.1 In the case of a Connection Site, a Site Responsibility Schedule shall be produced for a Connection Site by the Transmission Owner whose Transmission System is connected to such Connection Site and NGET shall provide such Transmission Owner with the information required to enable the Transmission Owner to prepare such Site Responsibility Schedule.
- 15.1.2 In the case of a Transmission Interface Site, a Site Responsibility Schedule shall be produced by the Onshore Transmission Owner whose Transmission System is connected to such Transmission Interface Site and the relevant Transmission Interface Site Parties shall provide such Transmission Owner with the information required to enable the Onshore Transmission Owner to prepare such Site Responsibility Schedule. In the case of OTSDUW Build, NGET shall provide the relevant Offshore Transmission Owner with the information it is required to provide to the Onshore Transmission Owner under this paragraph 15.1.2.

16. ACCESS

- 16.5 In the case of OTSDUW Phased Build, until the OTSUA Transfer Time of the last phase, the Transmission Owners at the Transmission Owner Sites at which the OTSDUW Phased Build is being taken, shall allow the User (and its employees, agents, suppliers, contractors and sub-contractors) necessary access to such site to enable the User to undertake the OTSDUW (but not so as to disrupt the operation of the Transmission Owner'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.

18. PROCESS IN THE CASE OF OTSDUW BUILD

- 18.1 In the case of OTSDUW Build, the nominated Offshore Transmission Owner shall, as soon as reasonably practicable following its accession to this Code, advise NGET and any other relevant Transmission Licensee of the expected OTSUA Transfer Time, and shall advise NGET and any other relevant Transmission Licensee of any changes to that time as soon as it becomes aware of the same.
- 18.2 Until the OTSUA Transfer Time for the OTSUA, the OTSUA shall not be (or form part of) any Offshore Transmission System. With effect from the OTSUA Transfer Time, the OTSUA shall become an Offshore Transmission System, and the relevant Offshore Transmission System Owner shall ensure that it complies with this Code in respect of such Offshore Transmission System.
- 18.3 In the case of OTSDUW Phased Build, it is acknowledged that there will be separate OTSUA Transfer Times for each phase of the OTSDUW Build, and that the Plant and Apparatus in question will only form part of the relevant Offshore Transmission System Owner's Transmission System (and the relevant Offshore Transmission System Owner will only be obliged to comply with this Code in respect of such Transmission System) with effect from the relevant OTSUA Transfer Time.
- 18.4 NGET will keep the nominated Offshore Transmission Owner updated with any amendments or revisions to the information provided in the OTSDUW Build Application required to finalise the Connection Site Specification, Services Capability Specification or Transmission Interface Site Specification as received by NGET from the User.

SECTION G: GENERAL PROVISIONS

6. TRANSFER AND SUB-CONTRACTING

- 6.3 It is acknowledged that the undertaking of OTSDUW by a User does not constitute subcontracting by a Transmission Owner. Nevertheless, the Transmission Owner shall be responsible for the OTSUA (once they form part of the Transmission System) as if the OTSDUW had been undertaken by (or on behalf) of the Transmission Owner.

SECTION H: DISPUTES

- 4.4.14 a dispute in connection with a TO Construction Offer or an OTSDUW Completion Report (including any documents included within it) pursuant to Section D, Part Two, paragraph 5.2;

SECTION J: INTERPRETATION AND DEFINITIONS

3. DEFINITIONS

The following terms shall have the following meanings:

"Change"	any addition, replacement, refurbishment, renovation, modification, alteration, construction or withdrawal (but excluding in respect of any extension of a Transmission System as a result of that Transmission System's development through OTSDUW Phased Build);
"Connection Site"	each location at which User Equipment and Transmission Connection Assets required to connect that User to the National Electricity Transmission System are situated (or, in the case of OTSDUW Build, each location that will become such from the OTSUA Transfer Time). If two or more Users own or operate Plant and Apparatus which is connected at any particular location that location shall constitute two (or the appropriate number of) Connection Sites;
"Detailed Design Data"	the data listed in Part 2 of Appendix A of the Planning Code;
"Embedded Transmission Interface Site"	each location at which Plant and/or Apparatus forming part of an Offshore Transmission System and Plant and/or Apparatus forming part of a Distribution System required to connect that Offshore Transmission System to the Distribution System (or vice versa) are situated (or, in the case of OTSDUW Build, each location that will become such from the OTSUA Transfer Time).

"Modification"

any:

- (a) actual or proposed replacement, renovation, modification, alteration, or construction by or on behalf of a User or a Transmission Owner to either the User's Plant or Apparatus or the manner of its operation or the Transmission Owner's Transmission Plant or Transmission Apparatus or the manner of its operation which in either case has or may have a Material Effect on a User at a particular Connection Site;
- (b) Replacement of Assets (irrespective of whether such Replacement of Assets has a Material Effect on a User at a particular Connection Site); or
- (c) increase in Transmission Entry Capacity, not otherwise associated with the construction or modification of User Equipment, requested by a User under the CUSC;
- (d) Transmission Construction Works associated with an earlier Request for a Statement of Works; or
- (e) a material change in the Construction Planning Assumptions concerning the proposed design of an Offshore Transmission System upon which an accepted TO Construction Offer was based; or
- (f) in the case where a User is undertaking OTSDUW, actual or proposed replacement, renovation, modification, alteration, or construction by or on behalf of a User or a Transmission Owner to either the OTSDUW or the manner of its operation or the Transmission Owner's Transmission Plant or Transmission Apparatus or the manner of its operation which in either case has or may have a material effect on a particular New Transmission Interface Site;

"New Connection"

a new or proposed Connection for which NGET has received a User Application but in respect of which a New Connection Site has not yet become Connected and Energised (including, for the avoidance of doubt, a new or proposed Connection resulting from OTSDUW Build);

"Offshore Transmission System Development User Works" or "OTSDUW"

as appropriate, either,;

- (a) in relation to a particular Construction Project, the design, planning or consenting of assets (that are to form a Transmission System) which design, planning and consenting is to be undertaken by a User preparatory to OFTO Build as identified in Part 2 of Appendix I to the relevant TO Construction Agreement; or

- (b) OTSDUW Build;

"Offshore Transmission System User Assets" or "OTSUA"

the Plant and Apparatus (offshore and onshore) resulting from OTSDUW Build;

“OFTO Build”	where the installation and commissioning of Plant and Apparatus (offshore and onshore) that will constitute a Transmission System is undertaken by an Offshore Transmission Owner but a User has undertaken the design, planning and consenting for the same as OTSDUW.
“OTSDUW Build”	the design, planning and consenting, installation and commissioning by (or on behalf of) a User of Plant and Apparatus (offshore and onshore) that will constitute a Transmission System on its transfer to an Offshore Transmission Owner;
“OTSDUW Build Application”	an NGET Construction Application in relation to a New Connection where OTSDUW Build applies;
“OTSDUW Completion Report”	in relation to OTSDUW Build, a report to NGET in respect of the OTSUA in the same form and containing the same information as a Completion Report (as defined in a TO Construction Agreement) (and it is acknowledged that, in the case of OTSDUW Phased Build, there will be a separate Completion Report for each phase);
“OTSDUW Data”	information related to OTSUA or OTSDUW;
“OTSDUW Phased Build”	OTSDUW Build that is to be undertaken in phases (as identified in the OTSDUW Build Application), with separate OTSUA Transfer Times for separate elements of the Plant and Apparatus that will eventually constitute a single Transmission System;
“OTSUA Transfer Time”	in respect of any Offshore Transmission System User Assets, the time and date at which that such Offshore Transmission System User Assets are transferred to an Offshore Transmission Owner (and it is acknowledged that, in the case of OTSDUW Phased Build, there will be a separate OTSUA Transfer Time for each phase);
“Transmission Interface Site”	each location at which Plant and/or Apparatus forming part of an Offshore Transmission System and Plant and/or Apparatus forming part of an Onshore Transmission System required to connect that Offshore Transmission System to the Onshore Transmission System (or vice versa) are situated (or, in the case of OTSDUW Build, each location that will become such from the OTSUA Transfer Time).
“User Works”	those works to be undertaken by a User which are necessary for installation of User Equipment [and in the case of OTSDUW Build, OTSUA] [and, in the case of OFTO Build, works and activities in respect of the prospective Transmission System] and which are specified for each Construction Project in the relevant TO Construction Agreement(s);

SCHEDULE 5: NGET CONNECTION APPLICATIONS

3. Requirements for a NGET Connection Application submitted by NGET to a Transmission Owner pursuant to Section D, Part Two, sub-paragraph 2.2.3:

- 3.1 A NGET Connection Application submitted by NGET to a Transmission Owner pursuant to Section D, Part Two, sub-paragraph 2.2.3 shall contain the following information:

Proposed New Transmission Interface Site

- 3.1.1 The User Application Date.
- 3.1.2 Identification of the intended location of the New Transmission Interface Site (preferably by reference to an extract from an ordinance survey map), specifying the name of the New Transmission Interface Site together with details of access to the New Transmission Interface Site, including from the nearest main road.
- 3.1.3 A plan or plans of the proposed New Transmission Interface Site indicated (as far as NGET is able) the position of all buildings, structures, plant and apparatus and of all services located on the New Transmission Interface Site.
- 3.1.4 Where a sub-station may be needed, an indication by reference to the plan referred to in sub-paragraph 3.1.3, any location for it suggested by NGET.
- 3.1.5 Confirmation, if this is the case, that the Offshore Transmission System is to be delivered through OTSDUW build.

RENUMBER SUBSEQUENT PARAGRAPHS ACCORDINGLY.

4. Requirements for a NGET Connection Application submitted by NGET to a Transmission Owner pursuant to Section D, Part Two, sub-paragraph 2.2.4 (including OFTO Build but excluding OTSDUW Build Applications):

OTSDUW

- 4.1.26 Confirmation of the scope and extent of any OTSDUW that has been, or is to be, undertaken by the User.
- 4.1.27 The User's suggested programme in bar chart form for any OTSDUW that has not yet been completed.
- 4.1.28 Where the OTSDUW includes obtaining consents in respect of the Offshore Construction Works (or any part of them), copies of the consents so obtained.
- 4.1.29 Where the OTSDUW includes design of the Offshore Construction Works (or any part of them), details of the User's design (including any Detailed Design Data).
- 4.1.30 Information about the OTSDUW provided by the User to NGET under the Other Code.

4A. Requirements for an OTSDUW Build Application submitted by NGET to a Transmission Owner pursuant to Section D, Part Two, sub-paragraph 2.2.4:

- 4A.1 An OTSDUW Build Application submitted by NGET to a Transmission Owner pursuant to Section D, Part Two, sub-paragraph 2.2.4 shall contain the following information (unless and to the extent agreed otherwise with the nominated Offshore

Transmission Owner who may already be in possession of the same as a result of the tender process following which it has been appointed):

New Connection Site

- 4A.1.1 Identification of the location of the New Connection Site (preferably by reference to an extract from an ordinance survey map or an admiralty chart), specifying the name of the New Connection Site together with details of access to the New Connection Site.
- 4A.1.2 A plan or plans of the New Connection Site indicating (as far as NGET is able) the position of all buildings, structures, plant and apparatus and of all services located thereon.
- 4A.1.3 Details of whether the New Connection Site is subject to a Crown Estate lease insofar as NGET is aware.
- 4A.1.4 Confirmation of the User's identity.
- 4A.1.5 The location of any sub-station, by reference to the plan referred to in subparagraph 4A.1.2, giving dimensions of the area.
- 4A.1.6 Details (including copies of any surveys or reports) of the physical nature of land in which the User has an interest (whether heritable or leasehold or by way of a servitude or wayleave or other property right) at the New Connection Site including the nature of the ground and the sub-soil including the results of any tests undertaken by the User in connection with the New Connection.
- 4A.1.7 Whether access to or use of the New Connection Site for the purposes of installing, maintaining and operating equipment is subject to any existing restrictions and, if so, details of such restrictions.
- 4A.1.8 To the extent that NGET is aware of them, identification by reference to a plan (if possible) the owners and (if different) occupiers of the land adjoining the New Connection Site and brief details of the owner's and occupier's respective interests in such land.

Consents

- 4A.1.9 Details and copies of all existing relevant planning and other consents (statutory and otherwise) relating to the OTSUA and the User Equipment and/or details of any pending applications for the same.

Proposed New Transmission Interface Site or New Embedded Transmission Interface Site

- 4A.1.10 Identification of the location of the New Transmission Interface Site or New Embedded Transmission Interface Site (preferably by reference to an extract from an ordinance survey map), specifying the name of the New Transmission Interface Site or New Embedded Transmission Interface Site together with details of access to the New Transmission Interface Site or New Embedded Transmission Interface Site, including from the nearest main road.
- 4A.1.11 A plan or plans of the New Transmission Interface Site or New Embedded Transmission Interface Site indicating (as far as NGET is able) the position of all buildings, structures, plant and apparatus and of all services located on the New Transmission Interface Site or New Embedded Transmission Interface Site.

Phasing

4A.1.12 Confirmation of whether the OTSUA are to be transferred in phases.

4A.1.13 If so, identification of which OTSUA are to be transferred in each phase, and of the User's proposed date for each such transfer.

Technical Information

4A.1.14 Standard Planning Data (including Standard Planning Data relating to the OTSUA).

4A.1.15 Detailed Planning Data relating to the OTSUA.

4A.1.16 A copy of the User's Safety Rules.

4A.1.17 The User's Connection Entry Capacity.

4A.1.18 The User's Transmission Entry Capacity.

4A.1.19 The User's Reactive Power Capability.

4A.1.20 Copies of the then current forms of the Connection Site Specification, Transmission Interface Site Specification and the Services Capability Specification, each as provided by the User to NGET under the Other Code.

SCHEDULE 9: TO CONSTRUCTION TERMS

A. PRO FORMA TERMS FOR TO CONSTRUCTION AGREEMENT BETWEEN NGET AND A TRANSMISSION OWNER UNDERTAKING WORKS WHICH INCLUDE WORKS AT A RELEVANT CONNECTION SITE (OR IN THE CASE OF OTSDUW BUILD AT A TRANSMISSION INTERFACE SITE).

1. Definitions and Interpretation

1.1 Unless the subject matter or context otherwise requires or is inconsistent therewith, terms and expressions in this TO Construction Agreement shall have the same meanings, interpretations or constructions as set out in Section J of the Code.

1.2 For the purposes of this TO Construction Agreement,

1.2.1 **"Consents"** means, in relation to any Transmission Construction Works:

- (a) all such planning and other statutory consents; and
- (b) all wayleaves, easements, rights over or interests in land or any other consent; or
- (c) permission of any kind as shall be necessary for the construction of the Works or Planned Works and for commencement and carrying on of any activity proposed to be undertaken at or from such Transmission Construction Works when completed;

1.3 The Relevant Connection Site (or in the case of OTSDUW Build, prospective Transmission Interface Site) and Works to which this TO Construction Agreement applies shall be as set out in the relevant Appendices to this TO Construction Agreement.

2. Carrying out of the Works

2.1 Forthwith following the Effective Date, the Transmission Owner and the User shall agree the Safety Rules and Local Safety Instructions to apply during the TO Construction Programme and TO Commissioning Programme. Failing agreement within three months of the Effective Date, the matter shall be referred to the Independent Engineer for determination in accordance with paragraph 5 of this TO Construction Agreement.

2.2 In relation to a Relevant Connection Site (or in the case of OTSDUW Build, prospective Transmission Interface Site), the Transmission Owner shall, and NGET shall procure that the User shall, ensure that each other is supplied with a copy of the Safety Rules current from time to time, including any site-specific Safety Rules, and also a copy of the Local Safety Instructions applicable at each Relevant Connection Site (or in the case of OTSDUW Build, prospective Transmission Interface Site) from time to time.

2.8 NGET may by written notice to the Transmission Owner terminate this TO Construction Agreement at any time and upon termination prior to the date at which the Transmission Construction Works other than the Wider Transmission Works are Completed NGET shall in addition to the sums for which it is liable under paragraph 2.6 be liable to pay to the Transmission Owner a sum equal to the Transmission Owner's estimate or if applicable revised estimate of TO Final Sums. NGET shall pay such sums within 16 (sixteen) days of the date of the Transmission Owner's invoice(s) therefor and (where applicable) on termination the Transmission Owner shall disconnect the User's Equipment at the Relevant Connection Site (or in the case

of OTSDUW Build, but only prior to appointment of the nominated Offshore Transmission Owner, the OTSUA at the prospective Transmission interface Site) and:

- 2.8.1 NGET shall procure that a User removes any of the User's Equipment (and OTSUA) on the Transmission Owner's land within six months of the date of termination or such longer period as may be agreed between the Transmission Owner and the User; and
 - 2.8.2 the Transmission Owner shall remove any of the Transmission Connection Assets on the User's land within six months of the date of termination or such longer period as may be agreed between the Transmission Owner and the User.
- 2.12 Not later than six months prior to the Commissioning Programme Commencement Date, the Transmission Owner shall provide NGET with a draft TO Commissioning Programme for the Commissioning of the Transmission Connection Assets, and the User's Equipment (and in the case of OTSDUW Build, the OTSUA). NGET shall, as quickly as practicable and in any event within three months of receipt thereof, determine whether or not to approve the proposed Commissioning Programme (which approval shall not be unreasonably withheld or delayed) and shall within such three month period either notify the Transmission Owner of its approval or, in the event that NGET reasonably withholds its approval, notify the Transmission Owner of any changes or variations to the proposed commissioning programme recommended by NGET. If the Transmission Owner does not accept such changes or variation submitted by NGET any dispute shall be referred to the Independent Engineer for determination. The TO Commissioning Programme agreed between the parties or determined by the Independent Engineer as the case may be shall be implemented by the parties and their sub-contractors in accordance with its terms.

6. BECOMING OPERATIONAL

1.1

- 6.1 Without prejudice to paragraph 5 and subject to the provisions of this TO Construction Agreement, the Transmission Owner shall assist NGET in Connecting and Energising the User Equipment the Relevant Connection Site (or in the case of OTSDUW Build, the OTSUA at the prospective Transmission interface Site) including by:

- (a) completing any Works required to be completed by the Transmission Owner at the times and in such manner as set out in the TO Construction Programme; and
- (b) completing any operations, tests or other activities required to be completed by the Transmission Owner at the times and in such manner as set out in the Commissioning Programme.

C. **PRO FORMA TERMS FOR TO CONSTRUCTION AGREEMENT BETWEEN NGET
AND AN OFFSHORE TRANSMISSION OWNER UNDERTAKING WORKS WHICH
INCLUDE WORKS AT A RELEVANT CONNECTION SITE.**

DATED [_____]

[_____] (1)

and

NATIONAL GRID ELECTRICITY TRANSMISSION PLC (2)

TO CONSTRUCTION AGREEMENT

Reference: [_____]

Consents

means, in relation to any Transmission Construction Works:

- (a) all such planning and other statutory consents *[excluding the Crown Estate Lease]*; and
- (b) all wayleaves, easements, rights over or interests in land or any other consent; or
- (c) permission of any kind as shall be necessary for the construction of the Works or Planned Works and for commencement and carrying on of any activity proposed to be undertaken at or from such Transmission Construction Works when completed,

[but excluding the OTSDUW Consents.]

[Offshore Transmission System Development User Works or OTSDUW]

[those activities to be undertaken by the User set out in Appendix I (Part 2) [preparatory to OFTO Build.]

[OTSDUW Consents]

[those:

- (a) planning and other statutory consents;*
- (b) wayleaves, easements, rights over or interests in land or any other consents; or*
- (c) permissions of any kind,*

if any, set out as such in Appendix I (Part 2).]

Transmission Construction Works

the Transmission Connection Asset Works, Transmission Reinforcement Works, One Off Works and Seven Year Statement Works *[(but excluding, for the avoidance of doubt, the OTSDUW)]*.

User's Works

as set out in Appendix I *[including the OTSDUW)]*.

2. Carrying out of the Works

- 2.4 Subject to paragraphs 2.5 and 2.7 forthwith following the Effective Date, the Transmission Owner shall use its best endeavours to obtain in relation to the Transmission Construction Works and NGET shall use its best endeavours to *[[obtain] [procure that the Onshore Transmission Owner obtains]* in relation to the Transmission Interface Site Works *[procure that the Embedded Transmission Counterparty obtains in relation to the Embedded Transmission Interface Site Works]* *[and procure that the User obtains in relation to the User 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, and NGET shall procure that the User *[and [Onshore Transmission Owner] [Embedded Transmission Counterparty]]* shall, so far as it is legally able to do so, grant to the other, or the User, all such wayleaves, easements, servitude rights or other rights over or interests in land or any other consents reasonably required by the other or the User 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 TO Construction Agreement and in all cases subject to such terms and conditions as are reasonable. [For the avoidance of doubt, the User has already obtained the OTSDUW Consents, and so this paragraph 2.4, and paragraphs 2.5 and 2.7, do not apply in respect of the OTSDUW Consents.]