**DATED 20[ ]**

**NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED (1)**

**and**

**[ ] (2)**

**SHORT TERM OPERATING RESERVE**

**FRAMEWORK AGREEMENT**

**CONTRACT LOG NO: [ ]**

***Subject to Contract:***

***Reference: [ ]***

***Draft: [ ]***

***Date: [ ]***

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**THIS STOR FRAMEWORK AGREEMENT** is made on the day of 20[ ]

**BETWEEN**

**NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED** a company registered in England and Wales with number 11014226 whose registered office is at 1-3 Strand, London, WC2N 5EH (“**National Grid ESO**”, which expression shall include its successors and/or permitted assigns); and

**[*RESERVE PROVIDER]*** a company registered in England with number [ ] whose registered office is at [ ] (“**Reserve Provider**”, which expression shall include its successors and/or permitted assigns),

each a “**Party**”, together the “**Parties**”.

**WHEREAS**

1. This **STOR Framework Agreement** is entered into in respect of one or more **STOR Units** owned and/or operated by the **Reserve Provider** in anticipation of the submission by the **Reserve Provider**, in accordance with the **Standard Contract Terms**, of **STOR Tenders** and/or **Optional Bids** in respect of such **STOR Units**.
2. Accordingly, the applicable provisions of this **STOR Framework Agreement** shall apply with respect to each **STOR Tender** submitted by the **Reserve** **Provider**, and with respect to each relevant **STOR Unit** shall form part of each and any **STOR Contract** formed in relation thereto.

**NOW IT IS HEREBY AGREED** as follows:

# 1. DEFINITIONS, INTERPRETATION AND CONSTRUCTION

Unless the subject matter or context otherwise requires or is inconsistent therewith, and unless defined herein, terms and expressions defined in Section 5 (*Interpretation and* *Definitions*) of the **Standard Contract Terms** have the same meanings, interpretations or constructions in this **STOR Framework Agreement**. Unless the subject matter or context otherwise requires or is inconsistent therewith, in this **STOR Framework Agreement** the terms set out in Appendix 1 shall have the meanings set out respectively therein.

# 2. STANDARD CONTRACT TERMS

2.1 Subject to Sub-Clause 0, the **Parties** hereby agree to be bound by, and to comply with, the applicable provisions of the **Standard Contract Terms** and the relevant **STOR Tender Procedure** with respect to the submission of **STOR Tenders** and any **STOR Contract** formed pursuant thereto.

2.2 The **Standard Contract Terms** shall be read and construed subject to the special conditions (if any) set out in Appendix 2.

2.3 The **Reserve Provider** agrees that the relevant provisions as to determination of the payments to be made between **National Grid ESO** and the **Reserve Provider** in consequence of events of default set out in paragraph 3.6 (*Events of Default*) of the **Standard Contract Terms** reflect the legitimate interest of **National Grid ESO** as **Great Britain System Operator** in ensuring compliance by the **Reserve Provider** with the **Standard Contract Terms**, and furthermoreare reasonable in light of **National Grid ESO**’s roles and responsibilities in such capacity and the anticipated harm and the difficulty of estimating or calculating actual damages. The **Reserve Provider** accordingly waives the right to contest those provisions as an unreasonable penalty or otherwise.

# 3. COMMENCEMENT AND TERM

This **STOR Framework Agreement** shall come into force on the date hereof and shall continue in force and effect until the earlier of: (i) the termination by either **Party** upon giving not less than two months notice in writing to the other (but not so as to expire during the subsistence of any **STOR Contract** in respect of any **Contracted STOR Unit**); (ii) notification by **National Grid ESO** that it has migrated registration details of the **Reserve Provider**  and its **Eligible Assets** to an online portal (but not so as to expire during the subsistence of any **STOR Contract** in respect of any **Contracted STOR Unit**); or (iii) termination in accordance with the **Standard Contract Terms**.

# 4. PROVISION OF SHORT TERM OPERATING RESERVE

4.1 Without limiting the generality of Sub-Clause 0, upon the formation of each **STOR Contract** pursuant to and in accordance with the **Standard Contract Terms**, the **Reserve Provider** hereby agrees to provide **Short Term Operating Reserve** to **National Grid ESO** from the relevant **STOR Unit** upon and subject to the applicable terms and conditions set out in the **Standard Contract Terms** and in accordance with Clause 5.

4.2 For the purposes of this **STOR Framework Agreement** and paragraph 4.10 (*Reserve* *Provider’s Agent*) of the **Standard Contract Terms**, the **Parties** hereby agree that, where the **STOR Tender** so provides, the **Reserve Provider** may procure the performance of certain of its obligations in connection with the provision of **Short Term Operating Reserve** from the relevant **STOR Unit** by the **Reserve Provider’s Agent**.

# 5. DELIVERY METHOD

5.1 The **Reserve Provider** shall provide **Short Term Operating Reserve** to **National Grid ESO** from the relevant **STOR Unit** in accordance with the **Delivery Method** specified in Appendix 3 in the case of a **STOR Unit** which is **BM Participating** or Appendix 4 in the case of a **STOR Unit** which is not **BM Participating** (as the case may be).

5.2 The **Reserve Provider** shall notify **National Grid ESO** forthwith where it intends to alter the **Delivery Method** applicable to a **STOR Unit**. Following receipt of such notification, or (where **the Reserve Provider** fails to make any notification pursuant to this Sub-Clause 0) upon **National Grid ESO** becoming aware that the **Delivery Method** applicable to a **STOR Unit** has been altered:

5.2.1 **National Grid ESO** may, at its option, terminate any **STOR Contract** in respect of the relevant **STOR Unit** in accordance with paragraph 4.5 (*Termination*) of the **Standard Contract Terms**; and

5.2.2 the **Parties** shall, as soon as reasonably practicable thereafter, enter into an agreement in accordance with Clause 0 to amend the **Delivery Method** applicable to the relevant **STOR Unit** specified in Appendix 3 in the case of a **STOR Unit** which is **BM Participating** or Appendix 4 in the case of a STOR Unit which is not **BM Participating** (as the case may be).

5.3 Where Sub-Clause 0 applies, until such time as an agreement to amend the **Delivery Method** has been entered into by the **Parties** in accordance with Sub-Clause 0, the **Reserve Provider’s** right to submit any **STOR Tender**s in respect of the relevant **STOR Unit** shall be suspended.

# 6. WORKS PROVISIONS

Where the **Reserve Provider** has submitted a **STOR Tender** in respect of which provision of **Short Term Operative Reserve** is dependent upon the carrying out of **Works** to any or all of the **Eligible Assets**, then upon acceptance by **National Grid ESO** of any **STOR Tender** with respect thereto the provisions of Appendix 6 shall apply.

# 7. VARIATIONS

No variation to this **STOR Framework Agreement** shall be effective unless made in writing and signed by or on behalf of both **National Grid ESO** and the **Reserve Provider**.

# 8. NOTICES

For the purposes of this **STOR Framework Agreement**, unless and until otherwise notified by the relevant **Party** to the other in accordance with paragraph 4.9 (*Notices*) of the **Standard Contract Terms**, any notice or other communication to be given by **National Grid ESO** or the **Reserve Provider** to the other under, or in connection with matters contemplated by, this **STOR Framework Agreement** and any **STOR Contract** shall be sent to the following address and/or email and marked for the attention of the person named below:

**National Grid ESO**: in accordance with the details set out in paragraph 4.9.1(a) of the **Standard Contract Terms**

**Reserve Provider**: [Name of Reserve Provider]

[Address]

Marked for the attention of: [ ]

Operational telephone contact number: [ ]

Operational email: [ ]

# 9. COUNTERPARTS

This **STOR Framework Agreement** may be signed in any number of counterparts and by the Parties on separate counterparts, each of which when signed shall constitute an original but all the counterparts shall together constitute but one and the same instrument. For the purposes of this Clause 0, the delivery of a facsimile copy of a signed counterpart of this **STOR Framework Agreement** shall be deemed to be a valid signature thereof provided that the **Party** so delivering a facsimile hereby undertakes to deliver an original copy of this **STOR Framework Agreement** forthwith following such facsimile transmission.

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

SIGNED )

for and on behalf of )

**NATIONAL GRID ESO** )

**ELECTRICITY SYSTEM OPERATOR LIMITED**  )

SIGNED )

for and on behalf of )

**[*Reserve Provider*]** )

# APPENDIX 1

**FURTHER DEFINITIONS**

|  |  |
| --- | --- |
| “**Delivery Method**” | in respect of a **STOR Unit**, the method of delivery of **Short Term Operating Reserve** employed by that **STOR Unit** specified in Appendix 3 in the case of a **STOR Unit** which is **BM Participating** or Appendix 4 in the case of a **STOR Unit** which is not **BM Participating** (as the case may be); |
| “**Standard Contract Terms**” | the latest version of the document entitled “Short Term Operating Reserve Standard Contract Terms” published by **National Grid ESO** at the date hereof and as revised from time to time in accordance with its terms; and |
| **“STOR Framework**  **Agreement”** | this Short Term Operating Reserve Framework Agreement as from time to time amended or modified; |

# APPENDIX 2

**SPECIAL CONDITIONS**

APPENDIX 3 **- ELIGIBLE ASSETS (BM PARTICIPATING)**

|  |  |
| --- | --- |
| **Eligible Asset [ID]** | **[ ]** |
| **Grid Supply Point** |  |
| **GSP Group** |  |
| **Connected to Distribution System** | **[Yes/No]***\**  **\****Delete whichever is not applicable* |
| **DNO (if applicable)** |  |
| **Delivery Method / unit type** | **[Generation][Demand]**\*  **\****Delete whichever is not applicable* |
| **Generation capacity (if applicable)** |  |
| **Demand capacity (if applicable)** |  |
| **Fuel type** |  |
| **Connection type** | **[Firm][Flexible]** |
| **Connection Voltage at connection point** |  |
| **Node** | **[*If known, enter the nearest substation on the NETS that this unit connects to]*** |
| **Latitude** |  |
| **Longitude** |  |
| **Post Code** |  |
| **Import MPAN** |  |
| **Export MPAN** |  |

APPENDIX 4 **- ELIGIBLE ASSETS (NON BM PARTICIPATING)**

|  |  |
| --- | --- |
| **Eligible Asset [1] [ID]** | **[ ]** |
| **Grid Supply Point** |  |
| **GSP Group** |  |
| **Connected to Distribution System** | **[Yes/No]\***  **\*Delete whichever is not applicable** |
| **DNO (if applicable)** |  |
| **Delivery method / unit type** | **[Generation][Demand]\***  **\*Delete whichever is not applicable** |
| **Generation capacity (if applicable)** |  |
| **Demand capacity (if applicable)** |  |
| **Fuel type** |  |
| **Connection type** | **[Firm][Flexible]** |
| **Connection Voltage at connection point** |  |
| **Node** | **[If known, enter the nearest substation on the NETS that this unit connects to]** |
| **Latitude** |  |
| **Longitude** |  |
| **Post Code** |  |
| **Import MPAN** |  |
| **Export MPAN** |  |
| **Response Time (mins)** |  |
| **Cease Time (mins)** |  |
| **Run-Up Rate (MW/min)** |  |
| **Run-Down Rate (MW/min)** |  |
| **Maximum Utilisation Period (hours)** |  |
| **Minimum Non-Zero Time (MNZT) (mins)** |  |
| **Recovery Period (mins)** |  |

|  |  |
| --- | --- |
| **Eligible Asset [2] [ID]** | **[ ]** |
| **Grid Supply Point** |  |
| **GSP Group** |  |
| **Connected to Distribution System** | **[Yes/No]\***  **\*Delete whichever is not applicable** |
| **DNO (if applicable)** |  |
| **Delivery method / unit type** | **[Generation][Demand]\***  **\*Delete whichever is not applicable** |
| **Generation capacity (if applicable)** |  |
| **Demand capacity (if applicable)** |  |
| **Fuel type** |  |
| **Connection type** | **[Firm][Flexible]** |
| **Connection Voltage at connection point** |  |
| **Node** | **[If known, enter the nearest substation on the NETS that this unit connects to]** |
| **Latitude** |  |
| **Longitude** |  |
| **Post Code** |  |
| **Import MPAN** |  |
| **Export MPAN** |  |
| **Response Time (mins)** |  |
| **Cease Time (mins)** |  |
| **Run-Up Rate (MW/min)** |  |
| **Run-Down Rate (MW/min)** |  |
| **Maximum Utilisation Period (hours)** |  |
| **Minimum Non-Zero Time (MNZT) (mins)** |  |
| **Recovery Period (mins)** |  |
| **Eligible Asset [3] [ID]** | **[ ]** |
| **Grid Supply Point** |  |
| **GSP Group** |  |
| **Connected to Distribution System** | **[Yes/No]\***  **\*Delete whichever is not applicable** |
| **DNO (if applicable)** |  |
| **Delivery method / unit type** | **[Generation][Demand]\***  **\*Delete whichever is not applicable** |
| **Generation capacity (if applicable)** |  |
| **Demand capacity (if applicable)** |  |
| **Fuel type** |  |
| **Connection type** | **[Firm][Flexible]** |
| **Connection Voltage at connection point** |  |
| **Node** | **[If known, enter the nearest substation on the NETS that this unit connects to]** |
| **Latitude** |  |
| **Longitude** |  |
| **Post Code** |  |
| **Import MPAN** |  |
| **Export MPAN** |  |
| **Response Time (mins)** |  |
| **Cease Time (mins)** |  |
| **Run-Up Rate (MW/min)** |  |
| **Run-Down Rate (MW/min)** |  |
| **Maximum Utilisation Period (hours)** |  |
| **Minimum Non-Zero Time (MNZT) (mins)** |  |
| **Recovery Period (mins)** |  |

# APPENDIX 5

**NOT USED**

# APPENDIX 6

**MANDATORY WORKS PROVISIONS**

Until such time as **National Grid ESO** notifies the **Reserve Provider** that it has migrated registration details of the **Reserve Provider** and its **Eligible Assets** to an online portal, the **Works** and **Works Programme** shall be as described and set out in this Appendix 6.

**WORKS PROGRAMME**

*[ELIGIBLE ASSET [1]]*

|  |  |
| --- | --- |
| **Works Activity** | **Target Date** |
| Purchase of land/obtain lease |  |
| Obtain planning permission |  |
| Obtain environmental permits (if applicable) |  |
| Purchase of STOR assets |  |
| Begin civil construction Works |  |
| Begin [ ]kV connection works |  |
| Complete communication infrastructure |  |
| Complete [ ]kV connection works |  |
| Complete installation of gen-sets |  |
| Commission gen-sets |  |
| End-To-End Test |  |

*[ELIGIBLE ASSET [2]]*

|  |  |
| --- | --- |
| **Works Activity** | **Target Date** |
| Purchase of land/obtain lease |  |
| Obtain planning permission |  |
| Obtain environmental permits (if applicable) |  |
| Purchase of STOR assets |  |
| Begin civil construction Works |  |
| Begin [ ]kV connection works |  |
| Complete communication infrastructure |  |
| Complete [ ]kV connection works |  |
| Complete installation of gen-sets |  |
| Commission gen-sets |  |
| End-To-End Test |  |