SECTION D: PLANNING CO-ORDINATION

UPDATED 18 MAY 2023

PART ONE: TRANSMISSION PLANNING

1. INTRODUCTION

1.1 This Section D, Part One deals with the planning and development of Transmission Owners' Transmission Systems and relevant parts of the National Electricity Transmission System on a co-ordinated basis, and sets out:

1.1.1 the process for Transmission Owners to develop and implement Transmission Investment Plans in respect of their Transmission Systems;

1.1.2 the general principles for identifying the Default Planning Boundary at Connection Sites for the purpose of planning and development;

1.1.3 provision for the Parties to co-operate in relation to the preparation by NGESO of the Electricity Ten Year Statement;

1.1.4 provision for the Parties to co-operate in relation to the preparation by NGESO of the Network Options Assessment report; and

1.1.5 the process for Transmission Owners providing NGESO with the Wider Cancellation Charge Information to enable NGESO to prepare the Annual Wider Cancellation Charge Statement.

2. TRANSMISSION PLANNING

2.1 Transmission Investment Plans

2.1.1 In accordance with the provisions of this Section D, Part One:

2.1.1.1 each Onshore Transmission Owner shall develop and maintain a separate Transmission Investment Plan in respect of the current and each of the following nine Financial Years; and

2.1.1.2 each Offshore Transmission Owner who plans to make Changes to its Transmission System within the next ten years shall develop and maintain a single Investment Plan in respect of the current and the following nine Financial Years.

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 NGESO 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 Offshore Transmission Owner's Transmission System or any OTSDUW.

2.1.3 Each Transmission Owner required to develop and maintain a Transmission Investment Plan pursuant to sub-paragraph 2.1.1 shall ensure that, to the extent that it is reasonable and appropriate to do so:

2.1.3.1 NGESO is provided with the most up-to-date version of its Transmission Owner's Transmission Investment Plans; and

2.1.3.2 such Transmission Owner provides such parts of the up-to-date versions of its Transmission Investment Plan to each other Transmission Owner as may have a material effect upon that other Transmission Owner's Transmission Investment Plans, or Offshore Transmission Owner's Transmission System,

and in each case shall clearly identify those changes made to each Transmission Investment Plan since the last version provided to the relevant Party.

2.1.4 [Not Used]

2.1.5 [Not Used]

2.1.6 NGESO shall ensure that, to the extent that it is reasonable and appropriate to do so, each Transmission Owner is provided with 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.

2.2 Transmission System Technical Criteria and Planning Assumptions

2.2.1 NGESO shall prepare and update Planning Assumptions from time to time and shall promptly provide such new or updated Planning Assumptions to Transmission Owners to be used by them in planning and developing their Transmission Systems.

2.2.2 A Transmission Owner may at any time submit a request to NGESO for a change to Planning Assumptions it has received pursuant to sub-paragraph 2.2.1, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) for the request.

2.2.3 If NGESO receives a request for a change to Planning Assumptions pursuant to sub-paragraph 2.2.2 it shall, as soon as reasonably practicable:

2.2.3.1 notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether or not and, where relevant, how NGESO intends to accommodate such request; and

2.2.3.2 where relevant, change and re-issue such Planning Assumptions (and any related Planning Assumptions) accordingly.

2.2.4 A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:

2.2.4.1 any notice received from NGESO under 2.2.3.1; or

2.2.4.2 any failure by NGESO to respond to a request submitted under sub-paragraph 2.2.2 within a reasonable period of time, taking into account the nature, complexity and urgency of the request.

2.2.5 Notwithstanding any request submitted by a Transmission Owner pursuant to sub-paragraph 2.2.2 above, each Transmission Owner shall continue to take into account the Planning Assumptions provided by NGESO, for the purposes of sub-paragraph 2.2.7 of this Section D, Part One, subject to any subsequent changes made to such Planning Assumptions by NGESO under sub-paragraph 2.2.3 or any determination of a Dispute referred to the Authority pursuant to sub-paragraph 2.2.4.

2.2.6 Without limitation to Section C, Part One, paragraph 2.2, in planning and developing its Transmission System, each Transmission Owner shall ensure that its Transmission System complies with:

2.2.6.1 the minimum technical, design and operational criteria and performance requirements set out or referred to in Connection Conditions 6.1, 6.2, 6.3, ~~and~~ 6.4, 7.10 and 7.11 as applicable to Type 1 Transmission Owners or European Connection Conditions 6.1, 6.2, 6.3, ~~and~~ 6.4, 7.10 and 7.11 as applicable to Type 2 Transmission Owners and in Planning Code 6.2 and/or 6.3; or

2.2.6.2 such other technical criteria or requirements as apply to any relevant part of its Transmission System by virtue of a current Transmission Derogation; and

in the case of an Offshore Transmission System, each Transmission Owner shall also ensure that:

2.2.6.3 its Transmission System meets the minimum technical, design and operational criteria and performance requirements set out or referred to in Section K of this Code;

2.2.7 Each Transmission Owner shall plan and develop its Transmission System taking into account the Planning Assumptions provided to it by NGESO and any other information provided to it under this Code and on the basis that User Plant and Apparatus complies with:

2.2.7.1 the minimum technical design and operational criteria and performance requirements set out in Connection Conditions 6.1, 6.2, 6.3, ~~and~~ 6.4, 7.10 and 7.11 as applicable to Type 1 Transmission Owners or European Connection Conditions~~d~~ 6.1, 6.2, 6.3, ~~and~~ 6.4, 7.10 and 7.11 as applicable to Type 2 Transmissionn Owners: or

2.2.7.2 such other criteria or requirements as NGESO may from time to time notify the Transmission Owner are applicable to specified User Plant and Apparatus pursuant to sub-paragraph 2.2.8; and

2.2.7.3 in relation to each Connection Site, such technical design and operational criteria as are set out in the Connection Site Specification,

and, unless otherwise advised by the relevant Party, that each other Party complies with the provisions of this Code and any applicable Licence Standards in planning or developing any other part of the National Electricity Transmission System.

2.2.8 NGESO shall notify each Transmission Owner whose Transmission System is likely to be materially affected by the design or operation of a User's Plant and Apparatus where NGESO:

2.2.8.1 becomes aware that such User has or is likely to apply for a User Derogation;

2.2.8.2 is itself applying for a derogation under the Grid Code in relation to the Connection Site on which such User's Plant and Apparatus is located or to which it otherwise relates; or

2.2.8.3 is otherwise notified by such User that specified Plant or Apparatus is normally capable of operating at levels better than those set out in Connection Conditions 6.1, 6.2, 6.3, ~~and~~ 6.4, 7.10 and 7.11 as applicable to GB Code User's or European Connection Conditions 6.1, 6.2, 6.3, ~~and~~ 6.4, 7.10 and 7.11 as applicable to EU Code User's.

2.2.9 Each Transmission Owner shall promptly notify NGESO if such Transmission Owner becomes aware that a User's Plant or Apparatus has failed, or is likely to fail, otherwise than in accordance with a User Derogation, to comply with the technical design and operational criteria or performance requirements applying pursuant to sub-paragraph 2.2.7.

2.3 Co-ordination of Transmission Investment Planning

2.3.1 Transmission Owners required to develop and maintain an Investment Plan pursuant to sub-paragraph 2.1.1 and Offshore Transmission Owners where required under Paragraph 2.3.2 shall, at all times:

2.3.1.1 co-operate and assist each other in the development and implementation of co-ordinated Transmission Investment Plans and Changes to an Offshore Transmission System;

2.3.1.2 meet from time to time (including by telephone if the Parties so agree) to agree arrangements to facilitate such development and implementation; and

2.3.1.3 plan and develop their Transmission Systems taking into account, to the extent that it is reasonable and practicable to do so, the activities and reasonable requests of each other Party relating to the planning and development of such other Party's Transmission System.

2.3.2 Each Offshore Transmission Owner shall assess the impact on its Offshore Transmission System of planned Changes in Transmission Owners' Transmission Investment Plans. Each Offshore Transmission Owner shall notify NGESO and any relevant Transmission Owners of any potential need to make Changes to its Offshore Transmission System as a consequence of planned Changes on another Party's Transmission System. On receipt of such notification, and where required by NGESO or a Relevant Transmission Owner, to do so shall participate under sub-paragraph 2.3.1.

2.3.3 Where Transmission Owners agree that a Change is necessary to an Offshore Transmission System as a result of another Transmission Owner's Transmission Investment Plan, that Transmission Owner shall compensate the Offshore Transmission Owner for the reasonable and proper cost and expense of such Change to the Offshore Transmission System.

2.3.4 [Not used]

2.3.5. Without limitation to sub-paragraph 2.3.1, each Transmission Owner shall include in its Transmission 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 and such information about OTSDUW, as:

2.3.5.1 NGESO 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)).

2.4 Changes to Transmission Investment Plans

2.4.1 For the avoidance of doubt, a Transmission Owner may change any part of its Transmission Investment Plan(s) at any time, provided that the Party making such change provides an updated version of its Transmission Investment Plan to other relevant Parties in accordance with sub-paragraphs 2.1.3 or 2.1.6.

2.4.2 A Party may at any time submit to another Party a request ("**Planning Request**") for a change to such parts as it has been provided with pursuant to sub-paragraphs 2.1.3 or 2.1.6 of, in the case where such other Party is a Transmission Owner, that other Party's Transmission Investment Plan(s) provided that each Planning Request shall:

2.4.2.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the Planning Request; and

2.4.2.2 be submitted as soon as reasonably practicable after the Party submitting the Planning Request becomes aware of the need for such change.

2.4.3 A Party which receives a Planning Request under sub-paragraph 2.4.2 shall notify the Party which submitted such Planning Request whether or not and, where relevant, how it intends to accommodate the Planning Request and shall, as soon as reasonably practicable, update its Transmission Investment Plan(s) accordingly.

2.4.4 A Party may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:

2.4.4.1 any notice issued under sub-paragraph 2.4.3 in response to a Planning Request; or

2.4.4.2 any failure by a Party to respond to a Planning Request within a reasonable period of time, taking into account the nature, complexity and urgency of the Planning Request.

2.4.5 Each Transmission Investment Plan –shall be developed and implemented as proposed by the Party required to develop and maintain it under this Section D, Part One, subject to the subsequent determination of any Dispute referred to the Authority pursuant to sub-paragraph 2.4.4.

2.5 **Arrangements with Users concerning Modifications (including Replacement of Assets)**

2.5.1 NGESO shall identify those Planned Works of each Transmission Owner which will require arrangements to be made between NGESO and Users in relation to a Modification (including, for the avoidance of doubt, any Replacement of Assets) and, taking into account the point in time at which NGESO was first made aware of Planned Works, shall:

2.5.1.1 take all reasonably practicable steps to make such arrangements within the time required to enable such Transmission Owner to undertake the Planned Works in accordance with its Transmission Investment Plan; and

2.5.1.2 promptly notify such Transmission Owner of any such Modification and keep it informed of NGESO's progress in making such arrangements (including, without limitation, notifying it of any determination by the Authority in relation to a dispute between NGESO and a User which is relevant to such Planned Works).

2.5.2 Subject to sub-paragraph 2.5.5, where NGESO identifies that Planned Works proposed by a Transmission Owner constitute a Modification and require arrangements to be made with a User, such Transmission Owner shall not undertake such Modification otherwise than in accordance with the provisions of Section D, Part Two and any relevant TO Construction Agreement.

2.5.3 Each Transmission Owner shall comply with any reasonable request from NGESO for such assistance or further information as NGESO requires in connection with identifying or making arrangements with Users pursuant to 2.5.1.

2.5.4 For the avoidance of doubt, and subject to sub-paragraph 2.5.5, a Transmission Owner shall not undertake any Modification unless and until NGESO has notified such Transmission Owner that NGESO has either agreed such Modification with the affected User or that any dispute between NGESO and the User in relation to such Modification has been determined by the Authority pursuant to the CUSC.

2.5.5 Each Transmission Owner shall take all reasonable steps to avoid exercising its rights pursuant to this sub-paragraph 2.5.5 but, in the event that it has reasonable grounds to believe, given its Transmission Licence and statutory duties, that a Transmission Connection Asset should be replaced prior to notice being received pursuant to sub-paragraph 2.5.4, the Transmission Owner shall consult with NGESO as far as reasonably practicable but shall be entitled to replace such Transmission Connection Asset.

2.6 Connection Site Specification

2.6.1 Each Transmission Owner shall have and maintain, at all times, a specification ("**Connection Site Specification**") which sets out the following information in relation to each Connection Site located on its Transmission System:

2.6.1.1 a description of the Transmission Connection Assets at the Connection Site and a clear identification of the boundary between Transmission Connection Assets and User Equipment;

2.6.1.2 any information reasonably requested by NGESO in order to enable NGESO to settle or amend its bilateral agreement with such User in respect of the Connection Site;

2.6.1.3 a description of the technical design and operational criteria which the Transmission Owner, in planning and developing its Transmission System, had assumed would apply to User Equipment at the Connection Site or to User Equipment of Embedded Users;

2.6.2 Each Transmission Owner shall submit to NGESO a **Connection Site Specification** as described in Section D, Part One, sub-paragraph 2.6.1 as and when any information contained in such a **Connection Site Specification** is amended.

2.6.3 A dispute in relation to any change made to the Connection Site Specification by a Transmission Owner, or the reasonableness of a request for information made by NGESO pursuant to sub-paragraph 2.6.1.2, may be referred as a Dispute to the Authority pursuant to Section H, paragraph 4.1.

2.6.4 Each Connection Site Specification shall be as proposed by the relevant Transmission Owner, subject to the subsequent determination of any Dispute referred to the Authority pursuant to sub-paragraph 2.6.3.

2.7 Transmission Interface Site Specification

2.7.1 At each Transmission Interface Site, each of the relevant Transmission Interface Site Parties shall have and maintain, at all times, a specification ("**Transmission Interface Site Specification**") which sets out:

2.7.1.1 a description of their Transmission Interface Assets at the Transmission Interface Site and a clear identification of the boundary between their Transmission Interface Assets and any other Transmission Interface Assets at that Transmission Interface Site;

2.7.1.2 a description of the technical, design and operational criteria which that Transmission Interface Site Party has applied to its equipment in planning and developing its Transmission System.

2.7.2 Each Transmission Interface Site Party shall submit to the other relevant Transmission Interface Site Parties a new Transmission Interface Site Specification as described in Section D, Part One, sub-paragraph 2.7.1 as and when any information contained in such a Transmission Interface Site Specification is amended.

2.7.3 At Transmission Interface Sites the Transmission Owner shall supply NGESO with a copy of a Transmission Interface Site Specification as and when any information contained in such a Transmission Interface Site Specification is amended.

2.7.4 A dispute in relation to any change made to a Transmission Interface Site Specification by a Transmission Interface Site Party, may be referred as a Dispute to the Authority pursuant to Section H, paragraph 4.1; and

2.7.5 Each Transmission Interface Site Specification shall be as proposed by the relevant Transmission Interface Site Party, subject to the subsequent determination of any Dispute referred to the Authority pursuant to sub-paragraph 2.7.4.

2.8 **Embedded Transmission Interface Site Specification**

2.8.1 Each Transmission Owner shall have and maintain, at all times, a specification ("**Embedded Transmission Interface Site Specification**") which sets out the following information in relation to each Embedded Transmission Interface Site located on its Transmission System:

2.8.1.1 a description of the Embedded Transmission Interface Assets at the Embedded Transmission Interface Site and a clear identification of the boundary between Embedded Transmission Interface Assets and Embedded Transmission Counterparty Equipment;

2.8.1.2 any information reasonably requested by NGESO in order to enable NGESO to settle or amend its Embedded Transmission Bilateral Agreement in respect of the Embedded Transmission Interface Site;

2.8.1.3 a description of the technical design and operational criteria of the Embedded Transmission Counterparty Equipment at the Embedded Transmission Interface Site which the Transmission Owner, has used in planning and developing its Transmission System,

2.8.2 Each Transmission Owner shall submit to NGESO a Embedded Transmission Interface Site Specification as described in Section D, Part One, sub-paragraph 2.8.1 as and when any information contained in such a Embedded Transmission Interface Site Specification is amended.

2.8.3 A dispute in relation to any change made to the Embedded Transmission Interface Site Specification by a Transmission Owner, or the reasonableness of a

request for information made by NGESO pursuant to sub-paragraph 2.8.1.2, may be referred as a Dispute to the Authority pursuant to Section H, paragraph 4.1.

2.8.4 Each Embedded Transmission Interface Site Specification shall be as proposed by the relevant Transmission Owner, subject to the subsequent determination of any Dispute referred to the Authority pursuant to sub-paragraph 2.8.3.

2.9 **Transmission Owner Derogated Plant**

2.9.1 A Transmission Owner shall, where requested by NGESO, use all reasonable endeavours to carry out such Planned Works as are necessary to ensure that each item of Derogated Plant owned or operated by such Transmission Owner is brought up to the Required Standard applicable to it no later than the Back Stop Date applicable to it.

2.10 **Implementation**

2.10.1 Each Transmission Owner shall give effect to its Transmission Investment Plans .

2.10.2 Where a Transmission Owner develops its Transmission System as a consequence of giving effect to its Transmission Investment Plan pursuant to sub-paragraph 2.10.1, it shall promptly update its:

2.10.2.1 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);

2.10.2.2 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

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

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

2. 10.3 [Not Used]

2. 10.4 Without limitation to sub-paragraph 2.3.1, the Parties shall give effect to their Transmission Investment Plans in a co-ordinated manner and taking 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:

2.10.4.1 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

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

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.

3. DEFAULT PLANNING BOUNDARY

3.1 For the purposes of planning and developing Construction Projects in accordance with Section D, Part Two and subject to any contrary agreement between the relevant Transmission Owner and NGESO (which agreement shall include, for these purposes, the Connection Site Specification and any TO Construction Agreements), the Default Planning Boundary shall be at the electrical boundary, such boundary to be determined in accordance with the following principles:

3.1.1 in relation to Plant and Apparatus located between the Transmission System and a Power Station, the electrical boundary is at the busbar clamp on the busbar side of the busbar isolators on Generators and Power Station transformer circuits;

3.1.2 save as specified in sub-paragraph 3.1.3 below, in relation to Plant and Apparatus located between the Transmission System and a Distribution System,

the electrical boundary is at the busbar clamp on the busbar side of the Distribution System voltage busbar selector isolator(s) of the Transmission System circuit or if a conventional busbar does not exist, an equivalent isolator. If no isolator exists an agreed bolted connection at or adjacent to the tee point shall be deemed to be an isolator for these purposes;

3.1.3 in relation to Plant and Apparatus located between the Transmission System and a Distribution System and forming a part of the Transmission System but designed for a voltage of 132kV or below in England and Wales, and below 132kV in Scotland, the electrical boundary is at the busbar clamp on the busbar side of the busbar selector isolator on the Distribution System circuit or, if a conventional busbar does not exist, an equivalent isolator. If no isolator exists, an agreed bolted connection at or adjacent to the tee point shall be deemed to be an isolator for these purposes;

3.1.4 in relation to Plant and Apparatus located between the Transmission System and the system of a Non-Embedded Customer, the electrical boundary is at the clamp on the circuit breaker side of the cable disconnections at the Non-Embedded Customer's sub-station; and

3.1.5 in the case of a metal clad switchgear bay the electrical boundary will be the equivalent of those specified in this paragraph 3.1 save that:

3.1.5.1 for rack out switchgear, the electrical boundary will be at the busbar shutters;

3.1.5.2 for SF6 switchgear, the electrical boundary will be at the gas zone separators on the busbar side of the busbar selection devices.

3.1.6 in relation to Plant and Apparatus located between the National Electricity Transmission System and an Interconnector at the busbar clamp on the busbar side of the busbar isolators in the Interconnector transformer circuits at a Connection Site.

3.2 If, in accordance with a request received from a User, NGESO wants to use, at a Connection Site, transformers of specialised design for unusual load characteristics at the electrical boundary, these shall form part of the relevant Transmission Owner's Transmission System but NGESO shall pay the Transmission Owner for the proper and reasonable additional cost thereof as identified by the Transmission Owner in the TO Connection Offer covering such transformers. In this paragraph 3.2 "unusual load characteristics" means loads which have characteristics which are significantly different from those of the normal range of domestic, commercial and industrial loads (including loads which vary considerably in duration or magnitude).

3.3 For the avoidance of doubt nothing in this paragraph 3 shall effect any transfer of ownership in any Plant and Apparatus.

4. ELECTRICITY TEN YEAR STATEMENT

4.1 **Preparation of Electricity Ten Year Statement**

4.1.1 NGESO shall, prior to seeking the approval of the Authority for a form of Electricity Ten Year Statement pursuant to Standard Condition C11 of its Transmission Licence ("**Electricity Ten Year Statement**"), consult with each Transmission Owner and take into account any concerns that a Transmission Owner may have regarding changes to the costs it would incur by complying with its obligations under sub-paragraph 4.1.2 as a consequence of any proposed change in the form of the Electricity Ten Year Statement.

4.1.2 NGESO shall agree with each Transmission Owner a programme of activities required to be undertaken by that Transmission Owner in order to support NGESO in NGESO's preparation of each Electricity Ten Year Statement ("**ETYS Programme**") and that Transmission Owner shall carry out such activities as are specified in the ETYS Programme. Any failure to agree an ETYS Programme may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

4.1.3 In the event that NGESO and a Transmission Owner fail to agree an ETYS Programme, or any part thereof, then, subject to the determination of any Dispute referred to the Authority pursuant to sub-paragraph 4.1.2, the Transmission Owner shall carry out such ETYS Programme as NGESO may specify.

4.1.4 NGESO shall provide to each Transmission Owner those parts of the initial draft text of each Electricity Ten Year Statement as are of relevance to it and shall liaise with each of them in order to agree any amendments to the initial draft text of the Electricity Ten Year Statement requested by a Transmission Owner. Any failure to agree such amendments may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

4.1.5 In the event that NGESO and a Transmission Owner fail to agree any amendments to the initial draft text of the Electricity Ten Year Statement then, subject to the determination of any Dispute referred to the Authority pursuant to sub-paragraph 4.1.4, NGESO's proposals in respect of such amendments shall prevail.

4.1.6 For the avoidance of doubt, nothing in this paragraph 4.1 shall preclude the Parties from progressing activities pursuant to sub-paragraphs 4.1.1, 4.1.2 and 4.1.4 at the same time.

5. NETWORK OPTIONS ASSESSMENT PROCESS

5.1 **Preparation of the Network Options Assessment process and reporting requirements**

5.1.1 NGESO shall, prior to seeking the approval of the Authority for a form of the report and methodology for the Network Options Assessment pursuant to Special Condition C27: The Network Options Assessment process and reporting

requirements of its Transmission Licence, consult with each Transmission Owner.

5.1.2 NGESO shall agree with each Transmission Owner a programme of activies required to be undertaken by that Transmission Owner in order to support NGESO in NGESO's:

5.1.2.1 preparation of each Network Options Assessment process and report

5.1.2.2 assessment of the options to deliver Major National Electricity Transmission System Reinforcements (as defined in the "Network Options Assessment Methodology"); and

5.1.2.3 assessment of the options to deliver additional interconnector capacity,

Each Transmission Owner shall carry out such activities as are specified in the NOA Programme. Any failure to agree a NOA Programme may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

5.1.2A If requested by the Transmission Owner to do so, NGESO shall provide the information, analysis and support to such Transmission Owner as provided for under C27 Part C of the Transmission Licence.

5.1.3 In the event that NGESO and a Transmission Owner fail to agree a NOA Programme, or any part therefore, then, subject to the determination of any Dispute referred to the Authority pursuant to sub-paragraph 5.1.2, the Transmission Owner shall carry out such NOA Programme as NGESO may specify.

5.1.4 NGESO shall provide to each Transmission Owner those parts of the initial draft text of each Network Options Assessment report as are of relevance to it and shall liaise with each of them in order to agree any amendments to the initial draft text of the Network Options Assessment report requested by a Transmission Owner. Any failure to agree such amendments may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

5.1.5 In the event that NGESO and a Transmission Owner fail to agree any amendments to the initial draft text of the Network Options Assessment Report then subject to the determination of any Disputes referred to the Authority pursuant to sub-paragraph 5.1.4, NGESO' s proposals in repect of such amendments shall prevail.

5.1.6 For the avoidance of doubt, nothing in this paragraph 5.1. shall preclude the Parties from progressing activities pursuant to sub-paragraphs 5.1.1, 5.1.2 and 5.1.4 at the same time.

6. ANNUAL WIDER CANCELLATION CHARGE STATEMENT

6.1 Each Transmission Owner shall provide NGESO with the Wider Cancellation Charge Information (in the form agreed by the Transmission Owner and NGESO) and in accordance with following timescales (or such other timescales as agreed by the Transmission Owner and NGESO):

6.1.1 for the first Annual Wider Cancellation Charge Statement by the date agreed by the Parties as being sufficient to enable NGESO to prepare and publish the first Annual Wider Cancellation Charge Statement in accordance with the CMP 192 Transition Process Plan; and

6.1.2 for subsequent Annual Wider Cancellation Charge Statements by no later than 1 of December in the Financial Year preceding the Financial Year to which the Annual Wider Cancellation Charge Statement relates.

PART TWO: CONSTRUCTION

1. INTRODUCTION

1.1 This Section D, Part Two, deals with arrangements between NGESO 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 NGESO 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;

1.1.3 provision for the permanent disconnection of User Equipment connected to a Transmission Owner's Transmission Systems; and

1.1.4 arrangements for the amendments of TO Construction Agreements and the provision by each Transmission Owner of the information regarding Attributable Works to enable the implementation by NGESO of the User Commitment Methodology.

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

2.1.2.1 NGESO Connection Application;

2.1.2.2 NGESO Modification Application; or

2.1.2.3 System Construction Application.

2.2 If NGESO considers it may be necessary for a Construction Project to be undertaken, it shall submit a NGESO 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 NGESO 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 NGESO 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 NGESO otherwise identifies is likely to be required to enter into a TO Construction Agreement in respect of the Construction Project,

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

2.3 NGESO shall submit a NGESO Construction Application:

2.3.1 pursuant to sub-paragraphs 2.2.1 and 2.2.2, as soon as reasonably practicable, and in any event within three Business Days of the User Application Date in relation to such Relevant Connection Site;

2.3.2 pursuant to 2.2.3, as soon as reasonably practicable, and in any event to the Onshore Transmission Owner within three Business Days of the User Application Date in relation to such Relevant Connection Site;

2.3.3 pursuant to 2.2.4, as soon as reasonably practicable, and to the Offshore Transmission Owner within three Business Days of such Offshore Transmission Owner acceding to this Code;

2.3.4 pursuant to sub-paragraph 2.2.3 where it relates to a NGESO Modification Application as a consequence of the nomination of an Offshore Transmission Owner, as soon as reasonably practicable, and in any event within three Business Days of such Offshore Transmission Owner acceding to this Code; and

2.3.5 pursuant to sub-paragraph 2.2.5, at the same time as Construction Planning Assumptions are submitted to a Transmission Owner under paragraph 3.2 or, where applicable, at the same time as NGESO gives a Transmission Owner notice under paragraph 3.3.

2.4 For the purposes of this Section D, Part Two, a NGESO Construction Application shall be deemed to be effective if it is complete and clear in all material respects.

2.5 If a Transmission Owner reasonably considers that a NGESO Construction Application is not effective it shall, as soon as reasonably practicable and in any event within five Business Days of receipt of the NGESO Construction Application, notify NGESO of:

2.5.1 the detailed reasons why it considers the NGESO Construction Application is incomplete or unclear in a material respect; and

2.5.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the NGESO Construction Application effective,

and shall otherwise use its best endeavours to liaise with and assist NGESO (and, where reasonably requested by NGESO, any relevant third parties) so that the NGESO Construction Application is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a NGESO Construction Application may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

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 NGESO and NGESO shall pay Engineering Charges in relation to a NGESO Construction Application in accordance with Schedule Ten.

2.7 NGESO shall immediately notify each other Construction Party following:

2.7.1 any change in the NGESO Construction Application or associated information provided to such Construction Party; or

2.7.2 the withdrawal of the relevant User Application by a User, in which case such notice shall also constitute notice of withdrawal by NGESO of any relevant NGESO Construction Application.

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

3.1 NGESO shall prepare and update **Construction Planning Assumptions** from time to time and shall promptly provide such new or updated Construction Planning Assumptions to Transmission Owners to assist in the preparation of TO Construction Offers. Such Construction Planning Assumptions shall only be used by each Transmission Owner in preparation of TO Construction Offers.

3.2 If NGESO generates an updated set of Construction Planning Assumptions pursuant to paragraph 3.1, it shall:

3.2.1 immediately provide to each Transmission Owner such parts of the set of Construction Planning Assumptions as NGESO reasonably determines are likely to materially affect such Transmission Owner's Transmission System; and

3.2.2 at the same time as Construction Planning Assumptions are provided to any Transmission Owner(s) pursuant to sub-paragraph 3.2.1, either:

3.2.2.1 identify the NGESO Construction Application already submitted to such Transmission Owner under sub-paragraphs 2.2.1, 2.2.2, 2.2.3 or 2.2.4 to which the Construction Planning Assumptions relate; or

3.2.2.2 submit a new NGESO Construction Application to such Transmission Owner pursuant to sub-paragraph 2.2.5.

3.3 NGESO shall notify each Transmission Owner which receives an NGESO Construction Application as soon as reasonably practicable and, in any event:

3.3.1 in the case of an Offshore Transmission Owner who was not an STC Party at the User Application Date, within two Business Days of that Offshore Transmission Owner’s accession to this Code; or

3.3.2 in all other cases within two Business Days of the User Application Date,

if it does not intend to generate a set of Construction Planning Assumptions in respect of the relevant Construction Project. In such circumstances NGESO shall specify the relevant Construction Planning Assumptions which it has previously provided to the relevant Transmission Owner and the data of such provisions which shall be deemed to be the Construction Planning Assumptions for the purposes of such Construction Project.

3.4 NGESO may, at its discretion, change a set of Construction Planning Assumptions (including any deemed Construction Planning Assumptions under paragraph 3.3) by giving notice to the relevant Transmission Owner(s), at any time up to the later of the time at which the TO Construction Offer to which such Construction Planning Assumptions apply:

3.4.1 is accepted by NGESO pursuant to paragraph 5.3; or

3.4.2 no longer remains open for acceptance pursuant to paragraph 5.1.

3.5 A Transmission Owner may submit a request to NGESO for a change to Construction Planning Assumptions it has received pursuant to paragraphs 3.2 or 3.4 or which have been deemed pursuant to paragraph 3.3, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) for the request.

3.6 If NGESO receives a request for a change to Construction Planning Assumptions pursuant to paragraph 3.5 it shall, as soon as reasonably practicable:

3.6.1 notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether or not and, where relevant, how NGESO intends to accommodate such request; and

3.6.2 where relevant, change and re-issue such Construction Planning Assumptions accordingly.

3.7 A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:

3.7.1 any notice received from NGESO under 3.6.1; or

3.7.2 any failure by NGESO to respond to a request made by such Transmission Owner under paragraph 3.5 within a reasonable period of time, taking into account the nature, complexity and urgency of the request.

3.8 Notwithstanding any request submitted by a Transmission Owner pursuant to paragraph 3.5 above, each Transmission Owner shall continue to take into account the Construction Planning Assumptions provided by NGESO pursuant to sub-paragraph 2.2.3 (or deemed pursuant to paragraph 3.3), for the purposes of paragraph 4.3 of this Section D, Part Two, subject to any subsequent changes made to such Construction Planning Assumptions by NGESO under paragraphs 3.4 or 3.6 or any determination of a Dispute referred to the Authority pursuant to paragraph 3.7.

3.9 For the avoidance of doubt, any change made to Construction Planning Assumptions pursuant to paragraphs 3.4 or 3.6 shall change the existing set of Construction Planning Assumptions and shall not constitute a separate set of Construction Planning Assumptions.

3.10 NGESO shall act in accordance with Good Industry Practice in deciding whether to generate any set of Construction Planning Assumptions and, where relevant, in generating or modifying such Construction Planning Assumptions pursuant to this paragraph 3.

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 NGESO Construction Application (other than an OTSDUW Build Application) shall notify NGESO 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 to be in breach of its duties under section 9 of the Act; or

4.1.2 to be 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 to incur costs equal to or in excess of 20 per cent of the original investment cost incurred by the offshore transmission owner n 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 NGESO 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 NGESO 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 NGESO 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;

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 NGESO 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 NGESO in relation to such Construction Project, and shall instead submit a OTSDUW Completion Report to NGESO in relation to such Construction Project (or, in the case of Phased OTSDUW Build, each phase of the Construction Project).

4.4 NGESO may refer as a Dispute to the Authority in accordance with Section H, paragraph 4.1, any notice it receives:

4.4.1 under paragraph 4.1 that a Transmission Owner does not intend to submit a TO Construction Offer in relation to a Construction Project; or

4.4.2 under sub-paragraph 4.3.1 of any assumptions which a Transmission Owner intends to make in relation to User Equipment at a Relevant Connection Site.

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 NGESO Construction Application together with any site-specific information relating to the relevant Connection Site set out in the TO Construction Offer;

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 NGESO 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 NGESO 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 NGESO 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, NGESO 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 NGESO 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 NGESO Construction Application (other than an OTSDUW Build Application) under paragraph 2.2 above shall, unless otherwise agreed with NGESO or determined or directed by the Authority, submit a TO Construction Offer to NGESO as soon as reasonably practicable and, in any event, on or before the later of:

4.8.1 two months plus fourteen calendar days after the NGESO Application Date: and

4.8.2 where relevant, two months plus twelve calendar days after the Construction Assumptions Date,

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

4.9 NGESO 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 two months plus twenty-one calendar days after the NGESO Application Date; and

4.9.2 a TO Construction Offer to which sub-paragraph 4.8.2 applies shall be submitted not later than two months plus nineteen calendar days after the Construction Assumptions Date,

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

4.10 In the event that NGESO 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 NGESO, 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 NGESO’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 NGESO, 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 NGESO

5.1 A TO Construction Offer shall remain open for acceptance from the date on which it is submitted to NGESO pursuant to paragraph 4 to a date not less than seven months from the NGESO Application Date unless an application is made to the Authority under Standard Condition C9 of NGESO'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.

5.3 If NGESO wishes to accept a TO Construction Offer, it shall do so by promptly notifying the relevant Transmission Owner in the form specified in such TO Construction Offer and by providing such Transmission Owner with an executed copy of the relevant TO Construction Agreement. Following notification of such acceptance, the Transmission Owner shall construct the relevant parts of the Construction Project in accordance with this Code and the executed TO Construction Agreement.

6. GENERAL PROVISIONS CONCERNING THE DEVELOPMENT OF TO CONSTRUCTION OFFERS

6.1 The Construction Parties shall, in respect of each Construction Project:

6.1.1 agree a joint timetable, subject to and in accordance with the dates set out in paragraph 4 of this Section D, Part Two, for the development of co-ordinated TO Construction Offers and, in the case of NGESO, any other planning or analysis required in the course of preparing the NGESO Offer;

6.1.2 co-operate and assist each other in order that TO Construction Offers, plans or analysis prepared by NGESO and any application(s) for Consent(s) which are or are likely to be required in respect of the Construction Project, are co-ordinated;

6.1.3 provide each other with information about, in the case of a Transmission Owner as provider, the contents of its TO Construction Offer and, in the case of NGESO as provider, any information about its relevant planning or analysis, to the extent that such information may materially affect such other Construction Party's TO Construction Offer or, in the case where such other Construction Party is NGESO, its relevant planning or analysis;

6.1.4 exchange additional detailed information which cannot otherwise be derived from the Construction Planning Assumptions (for example, Voltage Waveform Quality Assessment) about, in the case of a Transmission Owner as provider, the contents of its TO Construction Offer and, in the case of NGESO as provider, any information about its relevant planning or analysis, to the extent that such information is required for another Construction Party to ensure compliance with the criteria set out in Section D Part One Paragraph 2.2.6; and

6.1.5 where the Construction Project relates to the connection or modification of a connection to an Onshore Distribution System of an Offshore Transmission Owners Transmission System cooperate and assist each other in order that NGESO can enter into and comply with the Embedded Transmission Bilateral Agreement.

6.2 In addition to any Construction Planning Assumptions provided in accordance with paragraph 3 of this Section D, Part Two, NGESO shall keep each other Construction Party reasonably informed of the likelihood of, and provide information in relation to, any potential circumstances which, if they occurred, might reasonably be expected to change the Construction Planning Assumptions or otherwise materially affect the preparation of relevant TO Construction Offers including, without limitation, information in relation to any other potential New Connections or Modifications.

6.3 If a Transmission Owner which receives additional information pursuant to paragraph 6.2 reasonably identifies that such information, if incorporated into any Construction Planning Assumptions, would be likely to affect its TO Construction Offer, such Transmission Owner shall promptly notify NGESO that its TO Construction Offer would be likely to be so affected.

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, 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 NGESO 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.

7.2 If a proposed Modification referred to in paragraph 7.1 is the result of Planned Works proposed by the Party which has received a request for advice or assistance, that Party shall provide such advice and assistance free of charge. If a Modification referred to in paragraph 7.1 is or may be proposed by the Party requesting advice or assistance, or a User, or if the advice and assistance is in respect of a New Connection Site, the Party may charge NGESO Reasonable Charges for such advice and assistance.

7.3 When giving advice and assistance pursuant to paragraph 7.1, each Party shall comply with Good Industry Practice.

8. OFFSHORE TRANSMISSION CONSTRUCTION SECURITIES

8.1 Each Offshore Transmission Owner shall provide security equivalent to the Offshore Construction Secured Amount in respect of its TO Construction Agreement in the form of:

8.1.1 in the case of an Offshore Transmission Owner which meets the NGESO Credit Rating Requirement at the date of the TO Construction Agreement, in accordance with Paragraph 8.2; and

8.1.2 in the case of an Offshore Transmission Owner which does not meet the NGESO Credit Rating Requirement at the date of the TO Construction Agreement or thereafter ceases to meet it, in accordance with Paragraph 8.3.

8.2 **Provision Of Offshore Construction Securities Where The Transmission Owner Meets Credit Rating**

8.2.1 Each Offshore Transmission Owner shall, as soon as possible after entering into a TO Construction Connection Agreement and in any event no later than one month after such date, confirm to NGESO the position on whether it meets the NGESO Credit Rating Requirement. Thereafter not less than 75 days before 1 April and 1 October in each year the Offshore Transmission Owner shall confirm its NGESO Credit Rating Requirement position to NGESO (which in the case of a long term private credit rating shall be confirmed by Standard and Poor's or Moody's within a period of 45 days prior to the date of confirmation). The Offshore Transmission Owner shall inform NGESO in writing forthwith if it becomes aware it does not meet the NGESO Credit Rating Requirement or if it is or is likely to be put on credit watch or any similar credit surveillance procedure which may give NGESO reasonable cause to believe that the Offshore Transmission Owner may not be able to sustain its Credit Rating for at least 6 months.

8.2.2 In the event that the Offshore Transmission Owner has elected to provide NGESO with an indicative credit rating and NGESO is of the reasonable opinion that the Offshore Transmission Owner has ceased to comply with the requirements of Paragraph 8.2.1 then NGESO may require the Offshore Transmission Owner forthwith:-

8.2.2.1 to apply to Standards and Poor's and/or Moody's for a further indicative long term private credit rating; or

8.2.2.2 to confirm to NGESO that it shall provide the security referred to in Paragraph 8.2.4.

8.2.3 In the event of the Offshore Transmission Owner:-

8.2.3.1 not meeting the NGESO Credit Rating Requirement; or

8.2.3.2 having a credit rating below NGESO Credit Rating Requirement; or

8.2.3.3 not having obtained from Standard and Poor's or Moody's within 30 days of the written notification under Paragraph 8.3.2 above an indicative long term private credit rating,

or if NGESO becomes aware that:

8.2.3.4 the Offshore Transmission Owner ceases to meet the NGESO Credit Rating Requirement; or

8.2.3.5 the Offshore Transmission Owner is put on credit watch or other similar credit surveillance procedure as specified above which may give NGESO reasonable cause to believe that the Offshore Transmission Owner may not be able to maintain an NGESO Credit Rating Requirement for at least 6 months; or

8.2.3.6 the Offshore Transmission Owner has not obtained from Standard and Poor's or Moody's within 30 days of the written notification by NGESO under Paragraph 8.2.2 above a further indicative long term private credit rating,

the Offshore Transmission Owner shall (where appropriate on receipt of written notification from NGESO) comply with the terms of Paragraph 8.2.4.

8.2.4 The Offshore Transmission Owner shall within 21 days of the giving of a notice under Paragraph 8.2.3 or within 30 days of the Offshore Transmission Owner confirming to NGESO under Paragraph 8.2.2 that it will provide the security specified in Paragraph 8.3.2 (whichever is the earlier), provide NGESO with the security specified below to cover the Offshore Construction Secured Amount.

8.2.5 Until the facts or circumstances giving rise to the obligations of the Offshore Transmission Owner to provide the security have ceased then the provisions of Paragraph 8.3 shall apply.

8.2.6 In the event of NGESO's credit requirements being reviewed at any time NGESO shall advise the Offshore Transmission Owner in writing of the new credit requirements and if acceptable to the Offshore Transmission Owner the security arrangements will be amended accordingly.

8.2.7 In the event that the facts or circumstances giving rise to the obligations of the Offshore Transmission Owner to provide the security have ceased, then NGESO shall release the security.

8.3 **Provision Of Offshore Construction Securities Where Offshore Transmission Owner Does Not Meet Credit Rating**

8.3.1 Each Offshore Transmission Owner hereby agrees that it shall at the date of the relevant TO Construction Agreement provide to NGESO or procure the provision to NGESO of, and the Offshore Transmission Owner shall at all times thereafter (unless and until the TO Construction Agreement shall be terminated and all sums due or which will or might fall due in respect of which security is to be provided shall have been paid) maintain or procure that there is maintained in full force and effect (including by renewal or replacement), a security arrangement of a type specified in Paragraph 8.3.2 from time to time and for the time being to provide security for the Offshore Transmission Owner's obligation to pay the Offshore Construction Secured Amount.

8.3.2 Security can be provided by:

8.3.2.1 A Performance Bond or Letter of Credit from a Qualified Bank for the Offshore Construction Secured Amount, such Performance Bond or Letter of Credit to be Valid for at least the period up to and including the Offshore Construction Completed Date and to be renewed periodically where applicable in the manner stated in Paragraph 8.3.3.3; or

8.3.2.2 A cash deposit in a Bank Account at least for the Offshore Construction Secured Amount, such cash deposit to be increased or reduced periodically where applicable in the manner stated in Paragraph 8.3.3.4; or

8.3.2.3 A Performance Bond from a Qualified Company for the Offshore Construction Secured Amount, such Performance Bond to be Valid for at least the period stated in such Secured Amount Statement and to be renewed periodically where applicable in the manner stated in Paragraph 8.3.3.3.

8.3.3 General Provisions

8.3.3.1 Any Notice of Drawing to be delivered to Barclays Bank PLC or any other bank at which the Bank Account shall have been opened or a Qualified Bank or a Qualified Company may be delivered by hand, by post or by facsimile transmission.

8.3.3.2 If the Offshore Transmission Owner becomes aware that the bank issuing the Performance Bond or Letter of Credit ceases to be a Qualified Bank or that the company giving the Performance Bond ceases to be a Qualified Company, the Offshore Transmission Owner shall notify the company in writing as soon as it becomes so aware. If NGESO becomes aware that the bank issuing the Performance Bond or Letter of Credit ceases to be a Qualified Bank or that the company giving the Performance Bond ceases to be a Qualified Company, NGESO may notify the Offshore Transmission Owner to that effect in writing. Where

the bank or the company ceases to be either a Qualified Bank or a Qualified Company (as the case may be) as a consequence of NGESO having reasonable cause to doubt the continued rating of the said bank or company, such notice shall be accompanied by a statement setting out NGESO's reasons for having such doubt. The Offshore Transmission Owner shall within 21 days of the giving of such notice by NGESO or the Offshore Transmission Owner whichever is the earlier provide a replacement Performance Bond and/or Letter of Credit from a Qualified Bank or Qualified Company, as the case may be, and/or provide a cash deposit of the required amount in a Bank Account. From the date the replacement Performance Bond or Letter of Credit or Bank Account cash deposit is effectively and unconditionally provided and Valid, NGESO will consent in writing to the security which it replaces being released.

8.3.3.3 The following provisions shall govern the issuance, renewal and release of the Performance Bond or Letter of Credit:-

a) The Performance Bond or Letter of Credit shall be Valid initially from the date required in accordance with Paragraph 8.2.4 or 8.3.1 respectively at least to and including the following 31st March or 30th September whichever is the earlier date. Such Performance Bond or Letter of Credit shall be for an amount not less than the Offshore Construction Secured Amount.

b) On a date which is at least 45 days (or if such day is not a Business Day then on the immediately preceding Business Day) before the next following 31st March or 30th September whichever is the earlier date such Performance Bond or Letter of Credit shall be renewed so as to be Valid for not less than 6 months commencing from the immediately following 1st April or 1st October (as the case may be). Such renewed Performance Bond or Letter of Credit shall be for an amount not less than the Offshore Construction Secured Amount during the period that such renewed Performance Bond or Letter of Credit shall be Valid.

c) Thereafter, the renewed Performance Bond or Letter of Credit shall be further renewed in like manner every 6 months.

8.3.3.4 The following provisions shall govern the maintenance of cash deposits in the Bank Account:

a) The amount of the cash deposit to be maintained in the Bank Account shall be maintained from the date required in accordance with Paragraph 8.2.4 or 8.3.1 respectively at least to and including the following 31st March or 30th September, whichever is the earlier date. Such cash deposit shall be the Offshore Construction Secured Amount.

b) Any interest accruing to the Bank Account shall be for the account of and belong to the Offshore Transmission Owner absolutely, and NGESO agrees to take any steps required to be taken by it for the release from the Bank Account and payment to the Offshore Transmission Owner of such interest as soon as the same shall have been credited to the Bank Account and NGESO shall have received notice of such credit.

8.3.3.5 Notwithstanding any provision aforesaid:

a) The Offshore Transmission Owner may provide different securities to NGESO at any one time, each securing a different amount, provided that the aggregate amount secured by such securities shall be not less than the Offshore Construction Secured Amount.

b) The Offshore Transmission Owner may upon the expiry of at least 14 days prior written notice to NGESO, substitute one type of security for another provided that unless NGESO shall otherwise agree in writing such substituted security must be Valid from 1st April or 1st October (as the case may be) and committed at least 45 days before the immediately preceding 31st March or 30th September (as the case may be) in the following manner:-

i) where a Performance Bond or a Letter of Credit is to substitute for other securities, it must be issued or given at least 45 days before such immediately preceding 31st March or 30th September (as the case may be).

ii) where a cash deposit in a Bank Account is to substitute for other securities, it must be deposited into the Bank Account at least 45 days before such immediately preceding 31st March or 30th September (as the case may be).

c) Upon request by the Offshore Transmission Owner to NGESO, securities substituted in the aforesaid manner shall, providing the substitute security shall be Valid, be released on the following 1st April or 1st October (as the case may be).

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 NGESO (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 NGESO, 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 NGESO, 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 NGESO, 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). Unless otherwise agreed 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 NGESO as NGESO 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 an 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 NGESO as NGESO 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.

10. COMMUNICATIONS PLANT

10.1 NGESO and a Transmission Owner which is constructing a New Connection Site shall agree the Communications Plant to be provided and installed by the Transmission Owner and this may include, without limitation, Communications Plant to facilitate

communications between the relevant User and NGESO. Any failure to agree may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

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

11.1.2 notice in writing from a Transmission Owner submitted directly to the relevant User as directed by NGESO, notifying NGESO when it has done so, of its Safety Coordinators, which notice shall be updated and resubmitted by the Transmission Owner whenever there is a change to the identity of its Safety Coordinators or to the Connection Points; and

11.1.3 written confirmation from a Transmission Owner submitted directly to the relevant User as directed by NGESO, notifying NGESO when it has done so, that the Safety Coordinators acting on behalf of such Transmission Owner are authorised and competent pursuant to the requirements of the relevant appendix of OC8; and

11.1.4 written notice from a Transmission Owner submitted directly to NGESO notifying NGESO of a list of the managers who have been duly authorised to sign Site Responsibility Schedules on behalf of the Transmission Owner; and

11.1.5 written notice from a User, as procured by NGESO and submitted directly by the User to the relevant Transmission Owner of:

11.1.5.1 the User's Safety Co-ordinators, which notice shall be updated yearly and whenever there is a change to the identity of the User's Safety Coordinators or to the Connection Points;

11.1.5.2 a list of persons appointed by the User to undertake operational duties on the User's System and to issue and receive operational messages and instructions in relation to the User's System; and

11.1.5.3 an appointed person or persons responsible for the maintenance and testing of User's Plant and Apparatus;

11.1.6 a list of the User's managers who have been duly authorised to sign Site Responsibility Schedules on behalf of the User as procured by NGESO and submitted by NGESO to the relevant Transmission Owner; and

11.1.7 written confirmation from a User, as procured by NGESO and submitted directly by the User to the relevant Transmission Owner, that the Safety Co-ordinators acting on behalf of such User are authorised and competent pursuant to the requirements of the relevant appendix of OC8.

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 NGESO:

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.

13. EMBEDDED TRANSMISSION INTERFACE SITE RULES

13.1 Prior to the Completion Date under a TO Construction Agreement, the following shall be submitted pursuant to the terms of the TO Construction Agreement:

13.1.1 copies of the Safety Rules applicable at the relevant Transmission Owner Sites or Embedded Transmission Counterparty Sites which will be used at the Embedded Transmission Counterparty/Transmission Owner interface, as followed and forwarded in accordance with the criteria set out in Section G, sub-paragraphs 2.2.7 to 2.2.10; and

13.1.2 notice in writing from a Transmission Owner submitted directly to the relevant Embedded Transmission Counterparty as directed by NGESO, notifying NGESO when it has done so, of its Safety Coordinators, which notice shall be updated and resubmitted by the Transmission Owner whenever there is a change to the identity of its Safety Coordinators or to the Connection Points; and

13.1.3 written confirmation from a Transmission Owner submitted directly to the relevant Embedded Transmission Counterparty as directed by NGESO, notifying NGESO when it has done so, that the Safety Coordinators acting on behalf of such Transmission Owner are authorised and competent pursuant to the requirements of the relevant appendix of OC8; and

13.1.4 written notice from a Transmission Owner submitted directly to NGESO notifying NGESO of a list of the managers who have been duly authorised to sign Site Responsibility Schedules on behalf of the Transmission Owner; and

13.1.5 written notice from an Embedded Transmission Counterparty as procured by NGESO and submitted directly by the User to the relevant Transmission Owner of:

13.1.5.1 the Embedded Transmission Counterparty's Safety Co-ordinators, which notice shall be updated yearly and whenever there is a change to the identity of the Embedded Transmission Counterparty's Safety Coordinators or to the Connection Points;

13.1.5.2 a list of persons appointed by the Embedded Transmission Counterparty's to undertake operational duties on the Embedded Transmission Counterparty's System and to issue and receive operational messages and instructions in relation to the Embedded Transmission Counterparty's System; and

13.1.5.3 an appointed person or persons responsible for the maintenance and testing of Embedded Transmission Counterparty's Plant and Apparatus;

13.1.6 a list of the Embedded Transmission Counterparty's managers who have been duly authorised to sign Site Responsibility Schedules on behalf of the Embedded Transmission Counterparty as procured by NGESO and submitted by NGESO to the relevant Transmission Owner; and

13.1.7 written confirmation from an Embedded Transmission Counterparty, as procured by NGESO and submitted directly by the Embedded Transmission Counterparty to the relevant Transmission Owner, that the Safety Co-ordinators acting on behalf of such Embedded Transmission Counterparty are authorised and competent pursuant to the requirements of the relevant appendix of OC8.

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 NGESO 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 NGESO 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 NGESO 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 NGESO shall agree, and in any event by the OTSUA Transfer Time, the Offshore Transmission Owner shall provide to NGESO 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 NGESO 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 NGESO shall agree, and in any event by the OTSUA Transfer Time, the Offshore Transmission Owner shall provide to NGESO 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 NGESO 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 NGESO shall agree, and in any event by the OTSUA Transfer Time, the Offshore Transmission Owner shall provide to NGESO 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 NGESO 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 NGESO) 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 NGESO 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 NGESO 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, NGESO 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.

15.1.3 In the case of an Embedded Transmission Interface Site, the Transmission Owner whose Transmission System is connected to such Embedded Transmission Interface Site will provide NGESO with the information required to enable the relevant Embedded Transmission Counterparty to prepare such Site Responsibility Schedule.

15.2 A Transmission Owner shall forward a Site Responsibility Schedule prepared by it pursuant to paragraph 15.1.1 to NGESO and agree any changes that may be required to such Site Responsibility Schedule with NGESO. Upon finalisation of the Site Responsibility Schedule pursuant to this paragraph 15.2, the Transmission Owner shall forward a duly signed Site Responsibility Schedule to NGESO and NGESO shall promptly sign and procure signatures from the relevant User as required and forward such signed copy of the Site Responsibility Schedule back to the Transmission Owner.

15.3 An Onshore Transmission Owner shall forward a Site Responsibility Schedule prepared by it pursuant to paragraph 15.1.2 to both NGESO and any other relevant Transmission Interface Site Parties and agree any changes that may be required to such Site Responsibility Schedule with NGESO or the other relevant Transmission Interface Site Parties. Upon finalisation of the Site Responsibility Schedule pursuant to this paragraph 15.3 the Onshore Transmission Owner shall forward a duly signed Site Responsibility Schedule to both NGESO and any relevant Transmission Interface Site Parties and both NGESO and the other Transmission Interface Site Parties shall promptly sign and forward such signed copy of the Site Responsibility Schedule back to the Onshore Transmission Owner.

15.4 NGESO shall forward a Site Responsibility Schedule prepared by the relevant Embedded Transmission Counterparty using the information provided under 15.1.3 to the relevant Offshore Transmission Owner and agree any request for changes that may be required to such Site Responsibility Schedule with the said Offshore Transmission Owner to be raised with the relevant Embedded Transmission Counterparty. Upon finalisation of the Site Responsibility Schedule pursuant to this paragraph 15.4, NGESO shall forward a duly signed Site Responsibility Schedule to the relevant Offshore Transmission Owner and the relevant Offshore Transmission Owner shall promptly sign and forward such signed copy of the Site Responsibility Schedule back to NGESO.

15.5 Each Site Responsibility Schedule must have recorded on it the Safety Rules which apply to each item of Plant and/or Apparatus in accordance with Section G, paragraph 2.2.

15.6 In carrying out their obligations under this paragraph 15, the Parties shall, and NGESO shall procure that Users shall, comply with Appendix 1 of the Connection Conditions as applicable to GB Code User's or Appendix E1 of the European Connection Conditions of the Grid Code as applicable to EU Code User's and (as amended from time to time).

16. ACCESS

16.1 The provisions relating to access to Transmission Owner's Sites by Users and to User's Sites by Transmission Owners, are set out in the Interface Agreement between such Transmission Owner and User.

16.2 The provisions relating to access to Transmission Interface Sites by other Transmission Owners—, are set out in the Transmission Interface Agreement between such Transmission Owners.

16.3 The provisions relating to access to a Transmission Owner's Embedded Transmission Interface Site by an Embedded Transmission Counterparty and to an Embedded Transmission Counterparty's Site by a Transmission Owner may be set out in the Interface Agreement between such Transmission Owner and Embedded Transmission Counterparty and/or the bilateral agreement relating to the relevant Embedded Transmission Interface Site between NGESO and the Embedded Transmission Counterparty.

16. 4 In addition to the provisions relating to access referred to in paragraph 16.1, where a Transmission Owner Site contains exposed HV conductors, unaccompanied access will only be granted to individuals holding an Authority for Access issued by the Transmission Owner. The procedure for applying for authority for Access is contained in the Interface Agreement.

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.

17. DISCONNECTION AND REMOVAL OF TRANSMISSION CONNECTION ASSETS

17.1 NGESO shall provide six months notice to a Transmission Owner of the date that NGESO intends to permanently disconnect User Equipment which is connected to such Transmission Owner's Transmission System.

17.2 NGESO may provide a Transmission Owner with more than six months notice of an intended permanent disconnection of User Equipment connected to such Transmission Owner's Transmission System only where NGESO has obtained the prior consent of the relevant User to give such longer notice.

17.3 Where NGESO permanently disconnects a User which was connected to a Transmission Owner's Transmission System:

17.3.1 NGESO shall procure that such User removes any of the User Equipment on such Transmission Owner's land within six months of the date of disconnection under paragraph 17.1 or such longer period as may be agreed between the User and such Transmission Owner; and

17.3.2 such Transmission Owner shall remove any of the Transmission Owner Connection Assets on the land of the User concerned within six months of termination under paragraph 17.1 or such longer period as may be agreed between the User and such Transmission Owner.

17.4 Each Transmission Owner shall give, and NGESO shall procure, that any relevant User gives, such rights to access land as are reasonably required in order to facilitate the removal of User Equipment and Transmission Owner Connection Assets pursuant to this paragraph 17.

17.5 NGESO shall not be in breach of its obligation to provide notice pursuant to 17.1 to the extent that any failure or delay in giving notice to a Transmission Owner was caused by a failure or delay by the relevant User in providing notice to NGESO under the CUSC.

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 NGESO and any other relevant Transmission Licensee of the expected OTSUA Transfer Time, and shall advise NGESO 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 NGESO 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 NGESO from the User.

PART THREE: TEC EXCHANGE

1. TEC EXCHANGE PROCESS

1.1 If NGESO considers it may be necessary, it shall submit a NGESO TEC Exchange Rate Application in accordance with paragraph 1.21.2 to:

1.1.1 the Transmission Owner, if any, whose Transmission System is located at the Relevant Connection Site of the Increasing User or the Decreasing User;

1.1.2 any Transmission Owner in relation to whose Transmission System the Relevant Connection Site of the Increasing User or the Decreasing User satisfies the criteria set out in Schedule Four; and

1.1.3 any Transmission Owner which does not receive a NGESO TEC Exchange Rate Application pursuant to sub-paragraphs 1.1 or 1.2, but which:

1.1.3.1 otherwise receives TEC Exchange Planning Assumptions pursuant to paragraph 2.1 or 2.2 in relation to the Relevant Connection Site of the Increasing User or the Decreasing User; or

1.1.3.2 NGESO otherwise identifies is likely to be required to calculate a TEC Exchange Rate in respect of the Exchange Rate Request,

(NGESO and each Transmission Owner which receives a NGESO TEC Exchange Rate Application shall be referred to in this Section as a **"TEC Exchange Party"**).

1.2 NGESO shall submit a NGESO TEC Exchange Rate Application:

1.2.1 pursuant to sub-paragraphs 1.1.1 and 1.1.2, as soon as reasonably practicable, and in any event within three Business Days of the User Application Date in relation to such Relevant Connection Site of the Increasing User or the Decreasing User.

1.2.2 pursuant to sub-paragraph 1.1.3, at the same time as TEC Exchange Planning Assumptions are submitted to a Transmission Owner under paragraph 2.2 or, where applicable, at the same time as NGESO gives a Transmission Owner notice under paragraph 2.3.

1.3 For the purposes of this Section D, Part Three, a NGESO TEC Exchange Rate Application shall be deemed to be effective if it is complete and clear in all material respects.

1.4 If a Transmission Owner reasonably considers that a NGESO TEC Exchange Rate Application is not effective it shall, as soon as reasonably practicable and in any event within five Business Days of receipt of the NGESO TEC Exchange Rate Application, notify NGESO of:

1.4.1 the detailed reasons why it considers the NGESO TEC Exchange Rate Application is incomplete or unclear in a material respect; and

1.4.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the NGESO TEC Exchange Rate Application effective,

and shall otherwise use its best endeavours to liaise with and assist NGESO (and, where reasonably requested by NGESO, any relevant third parties) so that the NGESO TEC Exchange Rate Application is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a NGESO TEC Exchange Rate Application may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

1.5 NGESO shall immediately notify each other TEC Exchange Party following:

1.5.1 any change in the NGESO TEC Exchange Rate Application or associated information provided to such TEC Exchange Party; or

1.5.2 the withdrawal of the relevant User Application by a User, in which case such notice shall also constitute notice of withdrawal by NGESO of any relevant NGESO TEC Exchange Rate Application.

2. PROVISION OF TEC EXCHANGE PLANNING ASSUMPTIONS FOLLOWING A NGESO TEC EXCHANGE RATE APPLICATION

2.1 In addition to Planning Assumptions used for general transmission planning pursuant to Section D, Part One, paragraph 2.2, NGESO may, as a consequence of a User Application for a TEC Exchange Rate Request, also generate a separate set of Planning Assumptions which take into account the power flows which NGESO expects are likely to result from a TEC Trade for use by each Transmission Owner only in the preparation of a TO TEC Exchange Rate (**"TEC Exchange Planning Assumptions"**).

2.2 If NGESO generates TEC Exchange Planning Assumptions, it shall do so as soon as reasonably practicable and, in any event, within five Business Days of the User Application Date and shall:

2.2.1 immediately provide to each Transmission Owner such parts of the set of TEC Exchange Planning Assumptions as NGESO reasonably determines are likely to materially affect such Transmission Owner's Transmission System; and

2.2.2 at the same time as TEC Exchange Planning Assumptions are provided to any Transmission Owner(s) pursuant to sub-paragraph 2.2.1, either:

2.2.2.1 identify the NGESO TEC Exchange Rate Application already submitted to such Transmission Owner under sub-paragraphs 1.1.1 or 1.1.2 to which the TEC Exchange Planning Assumptions relate; or

2.2.2.2 submit a new NGESO TEC Exchange Rate Application to such Transmission Owner pursuant to sub-paragraph 1.1.3.

2.3 NGESO shall notify each Transmission Owner which receives an NGESO TEC Exchange Rate Application as soon as reasonably practicable and, in any event, within two Business Days of the User Application Date, if it does not intend to generate a set of TEC Exchange Planning Assumptions in respect of the relevant Exchange Rate Request. Following such notice NGESO shall inform each Transmission Owner that receives a NGESO TEC Exchange Rate Application which previously notified Planning Assumptions should apply and such Planning Assumptions shall be deemed to also be TEC Exchange Planning Assumptions for the purposes of such NGESO TEC Exchange Rate Application.

2.4 NGESO may, in its discretion, change a set of TEC Exchange Planning Assumptions (including any deemed TEC Exchange Planning Assumptions under paragraph 2.3) by giving notice to the relevant Transmission Owner(s), at any time up to the date not less than three months after the User Application Date.

2.5 A Transmission Owner may submit a request to NGESO for a change to TEC Exchange Planning Assumptions it has received pursuant to paragraphs 2.2 or 2.4 or which have been deemed pursuant to paragraph 2.3, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) for the request.

2.6 If NGESO receives a request for a change to TEC Exchange Planning Assumptions pursuant to paragraph 2.5 it shall, as soon as reasonably practicable:

2.6.1 notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether or not and, where relevant, how NGESO intends to accommodate such request; and

2.6.2 where relevant, change and re-issue such TEC Exchange Planning Assumptions accordingly.

2.7 A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:

2.7.1 any notice received from NGESO under 2.6.1; or

2.7.2 any failure by NGESO to respond to a request made by such Transmission Owner under paragraph 2.5 within a reasonable period of time, taking into account the nature, complexity and urgency of the request.

2.8 For the avoidance of doubt, any change made to TEC Exchange Planning Assumptions pursuant to paragraphs 2.4 or 2.6 shall change the existing set of TEC Exchange Planning Assumptions and shall not constitute a separate set of TEC Exchange Planning Assumptions.

2.9 NGESO shall act in accordance with Good Industry Practice in deciding whether to generate any set of TEC Exchange Planning Assumptions and, where relevant, in generating or modifying such TEC Exchange Planning Assumptions pursuant to this paragraph 2.

3. TEC EXCHANGE RATES

3.1 A TO shall prepare each TO TEC Exchange Rate so that, if the TEC Trade to which it relates becomes effective, 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 NGESO TEC Exchange Rate Application, except that:

3.1.1 for the purpose of Part One, paragraph 2.2, such Transmission Owner shall take into account TEC Exchange Planning Assumptions provided to it under paragraph 2 (as modified or updated pursuant to paragraphs 2.4 or 2.6) in respect of the NGESO TEC Exchange Rate Application in the place of any other Planning Assumptions.

3.2 A Transmission Owner which receives an effective NGESO TEC Exchange Rate Application under paragraph 1.2 above shall, unless otherwise agreed with NGESO or determined or directed by the Authority, submit a TO TEC Exchange Rate to NGESO as soon as reasonably practicable and, in any event, on or before the later of:

3.2.1 three months less thirteen Business Days after the User Application Date; and

3.2.2 where relevant, three months less fifteen Business Days after the TEC Exchange Assumptions Date.

3.3 NGESO and a Transmission Owner may agree that the Transmission Owner may submit its TO TEC Exchange Rate otherwise than in accordance with the dates set out in paragraph 3.2 provided that:

3.3.1 a TO TEC Exchange Rate to which sub-paragraph 3.2.1 applies shall be submitted not later than three months less five Business Days after the User Application Date; and

3.3.2 a TO TEC Exchange Rate to which sub-paragraph 3.2.2 applies shall be submitted not later than three months less seven Business Days after the TEC Exchange Assumptions Date,

unless otherwise directed by the Authority.

3.4 In the event that NGESO modifies TEC Exchange Planning Assumptions after a Transmission Owner has submitted its TO TEC Exchange Rate for the NGESO TEC Exchange Rate Application to which such TEC Exchange Planning Assumptions apply, the Transmission Owner shall revise and re-submit its TO TEC Exchange Rate to NGESO, taking into account such modified TEC Exchange Rate Planning Assumptions, as soon as reasonably practicable.

PART FOUR: STATEMENT OF WORKS

1. STATEMENT OF WORKS PROCESS

1.1 If NGESO considers it may be necessary, it shall submit a NGESO Request for a Statement of Works in accordance with paragraph 1.2 to:

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

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

1.1.3 any Transmission Owner which does not receive a NGESO Request for a Statement of Works pursuant to sub-paragraphs 1.1.1 or 1.1.2, but which:

1.1.3.1 otherwise receives Statement of Works Planning Assumptions pursuant to paragraph 2.2 in relation to the Relevant Connection Site; or

1.1.3.2 NGESO otherwise identifies is likely to be required to submit a TO Statement of Works Notice in respect of the Statement of Works Project,

(NGESO and each Transmission Owner which receives a NGESO Request for a Statement of Works shall be referred to in this Section as a **"Statement of Works Party"**).

1.2 NGESO shall submit a NGESO Request for a Statement of Works:

1.2.1 pursuant to sub-paragraphs 1.1.1 and 1.1.2, as soon as reasonably practicable, and in any event within three Business Days of the User Application Date in relation to such Relevant Connection Site; and

1.2.2 pursuant to sub-paragraph 1.1.3, at the same time as Statement of Works Planning Assumptions are submitted to a Transmission Owner under paragraph 2.2 or, where applicable, at the same time as NGESO gives a Transmission Owner notice under paragraph 2.3.

1.3 For the purposes of this Section D, Part Four, a NGESO Request for a Statement of Works shall be deemed to be effective if it is complete and clear in all material respects.

1.4 If a Transmission Owner reasonably considers that a NGESO Request for a Statement of Works is not effective it shall, as soon as reasonably practicable and in any event within five Business Days of receipt of the NGESO Request for a Statement of Works, notify NGESO of:

1.4.1 the detailed reasons why it considers the NGESO Request for a Statement of Works is incomplete or unclear in a material respect; and

1.4.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the NGESO Request for a Statement of Works effective,

and shall otherwise use its best endeavours to liaise with and assist NGESO (and, where reasonably requested by NGESO, any relevant third parties) so that the NGESO Request for a Statement of Works is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a NGESO Request for a Statement of Works may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

1.5 Each Transmission Owner shall charge NGESO and NGESO shall pay Engineering Charges in relation to a NGESO Request for a Statement of Works in accordance with Schedule Ten.

1.6 NGESO shall immediately notify each other Statement of Works Party following:

1.6.1 any change in the NGESO Request for a Statement of Works or associated information provided to such Statement of Works Party; or

1.6.2 the withdrawal of the relevant User Application by a User, in which case such notice shall also constitute notice of a withdrawal by NGESO of any relevant NGESO Request for a Statement of Works.

2. PROVISION OF STATEMENT OF WORKS PLANNING ASSUMPTIONS FOLLOWING A NGESO REQUEST FOR A STATEMENT OF WORKS

2.1 In addition to Planning Assumptions used for general transmission planning pursuant to Section D, Part One, paragraph 2.2, NGESO may, as a consequence of a User Application for a Request for a Statement of Works, also generate a separate set of Planning Assumptions which take into account the power flows which NGESO expects are likely to result from the Statement of Works Project for use by each Transmission Owner only in the preparation of a TO Statement of Works Notice (**"Statement of Works Planning Assumptions"**).

2.2 If NGESO generates Statement of Works Planning Assumptions, it shall do so as soon as reasonably practicable and, in any event, within five Business Days of the User Application Date and shall:

2.2.1 immediately provide to each Transmission Owner such parts of the set of Statement of Works Planning Assumptions as NGESO reasonably determines are likely to materially affect such Transmission Owner's Transmission System; and

2.2.2 at the same time as Statement of Works Planning Assumptions are provided to any Transmission Owner(s) pursuant to sub-paragraph 2.2.1, either:

2.2.2.1 identify the NGESO Request for a Statement of Works already submitted to such Transmission Owner under sub-paragraphs 1.1.1 or 1.1.2 to which the Statement of Works Planning Assumptions relate; or

2.2.2.2 submit a new NGESO Request for a Statement of Works to such Transmission Owner pursuant to sub-paragraph 1.1.3.

2.3 NGESO shall notify each Transmission Owner which receives a NGESO Request for a Statement of Works as soon as reasonably practicable and, in any event, within two Business Days of the User Application Date, if it does not intend to generate a set of Statement of Works Planning Assumptions in respect of the relevant Statement of Works Project. Following such notice the general Planning Assumptions provided to Transmission Owners pursuant to Section D, Part One, paragraph 2.2 shall be deemed to also be Statement of Works Planning Assumptions for the purposes of such Statement of Works Project.

2.4 NGESO may, in its discretion, change a set of Statement of Works Planning Assumptions (including any deemed Statement of Works Planning Assumptions under paragraph 2.3) by giving notice to the relevant Transmission Owner(s), at any time up to the submission by the Transmission Owner(s) of the TO Statement of Works to which such Statement of Works Planning Assumptions apply.

2.5 A Transmission Owner may submit a request to NGESO for a change to Statement of Works Planning Assumptions it has received pursuant to paragraphs 2.2 or 2.4 or which have been deemed pursuant to paragraph 2.3, provided that such request shall contain a description (in reasonable but not excessive detail) of the reason(s) for the request.

2.6 If NGESO receives a request for a change to Statement of Works Planning Assumptions pursuant to paragraph 2.5 it shall, as soon as reasonably practicable:

2.6.1 notify the Transmission Owner submitting the request and any other Transmission Owner, which is likely to be materially affected by the requested change, whether or not and, where relevant, how NGESO intends to accommodate such request; and

2.6.2 where relevant, change and re-issue such Statement of Works Planning Assumptions accordingly.

2.7 A Transmission Owner may refer to the Authority as a Dispute in accordance with Section H, paragraph 4.1:

2.7.1 any notice received from NGESO under 2.6.1; or

2.7.2 any failure by NGESO to respond to a request made by such Transmission Owner under paragraph 2.5 within a reasonable period of time, taking into account the nature, complexity and urgency of the request.

2.8 Notwithstanding any request submitted by a Transmission Owner pursuant to paragraph 2.5 above, each Transmission Owner shall continue to take account the Statement of Works Planning Assumptions provided by NGESO pursuant to sub-paragraph 1.1.3 (or deemed pursuant to paragraph 2.3), for the purposes of paragraph 3.3 of this Section D, Part Four, subject to any subsequent changes made to such Statement of Works Planning Assumptions by NGESO under paragraphs 2.4 or 2.6 or any determination of a Dispute referred to the Authority pursuant to paragraph 2.7.

2.9 For the avoidance of doubt, any change made to Statement of Works Planning Assumptions pursuant to paragraphs 2.4 or 2.6 shall change the existing set of Statement of Works Planning Assumptions and shall not constitute a separate set of Statement of Works Planning Assumptions.

2.10 NGESO shall act in accordance with Good Industry Practice in deciding whether to generate any set of Statement of Works Planning Assumptions and, where relevant, in generating or modifying such Statement of Works Planning Assumptions pursuant to this paragraph 2.

3. TO STATEMENT OF WORKS NOTICE

3.1 Each Transmission Owner which receives a NGESO Request for a Statement of Works shall notify NGESO in accordance with paragraph 3.2 whether or not such Transmission Owner requires Transmission Construction Works to be undertaken in respect of a Statement of Works Project (such notice to be referred to as a **"TO Statement of Works Notice"**). Where the TO Statement of Works Notice specifies that Transmission Construction Works are required, then, at any time within the period referred to at paragraph 3.6, NGESO may submit to the Transmission Owner a NGESO Modification Application. Where the TO Statement of Works Notice specifies that Transmission Construction Works are not required it shall specify whether or not, in planning and developing its Transmission System, the Transmission Owner has assumed that any technical design or operational criteria will apply to User Equipment at the Relevant Connection Site, and details of what such criteria are.

3.2 A Transmission Owner shall submit a TO Statement of Works Notice as soon as reasonably practicable but, in any event, on or before the later of:

3.2.1 twenty-five calendar days less one Business Day after the NGESO Application Date; and

3.2.2 twenty-three calendar days less one Business Day after the Statement of Works Assumptions Date.

3.3 NGESO may refer as a Dispute to the Authority in accordance with Section H, paragraph 4.1, any TO Statement of Works Notice:

3.3.1 that a Transmission Owner does not require Transmission Construction Works to be undertaken in respect of a Statement of Works Project; or

3.3.2 of any assumptions which a Transmission Owner intends to make in relation to User Equipment at a Relevant Connection Site.

3.4 A Transmission Owner shall prepare each TO Statement of Works Notice so that, if the Statement of Works 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 Transmission Construction Works, except that:

3.4.1 for the purpose of Part One, paragraph 2.2, such Transmission Owner shall take into account Statement of Works Planning Assumptions provided to it under paragraph 2 (as modified or updated pursuant to paragraphs 2.4 or 2.6) in respect of the Statement of Works Project in the place of any other Planning Assumptions; and

3.4.2 the technical design and operational criteria for the Relevant Connection Site shall be as set out in the NGESO Request for a Statement of Works together with any site-specific information set out in the TO Statement of Works Notice.

3.5 In the event that NGESO modifies Statement of Works Planning Assumptions after a Transmission Owner has submitted its TO Statement of Works Notice for the Statement of Works Project to which such Statement of Works Planning Assumptions apply, the Transmission Owner shall revise and re-submit its TO Statement of Works Notice to NGESO, taking into account such modified Statement of Works Planning Assumptions, as soon as reasonably practicable.

3.6 At any time up to twenty-eight calendar days plus ninety-three Business Days after the User Application Date, NGESO may submit to the Transmission Owner (and such submission shall be deemed to be) a NGESO Modification Application in respect of a Statement of Works Project. Processing of such deemed NGESO Modification Application shall be as set out in Part Two of this Section D.

PART FIVE: IMPLEMENTATION OF USER COMMITMENT METHODOLOGY

1. CMP 192 Transition Process Plan

1.1 NGESO shall consult with and shall agree with each Transmission Owner the activities and the programme and timescales for the said activities required to be undertaken by that Transmission Owner in order to support NGESO in the implementation of the CMP 192 Transition Process Plan (the "UCM TO Implementation Plan") including:

(i) the issue by the Transmission Owner of a variation to a TO Construction Agreement so that the TO Construction Agreement is consistent with the requirements introduced at Schedule 8 and Schedule 9 in respect of Attributable Works; and

(ii) the provision by the Transmission Owner of information (consistent with that which would be provided by the TO with a TO Construction Offer in accordance with the requirements introduced at Schedule 8 and Schedule 9) in respect of the Attributable Works in such TO Construction Agreement

and that Transmission Owner shall carry out all such activities as are specified in the UCM TO Implementation Plan in accordance with the timescales as set out in the UCM TO Implementation Plan unless otherwise agreed by the Transmission Owner and NGESO.