SECTION C: TRANSMISSION SERVICES AND OPERATIONS

CM089 – IMPLEMENTATION OF THE ELECTRICITY SYSTEM RESTORATION STANDARD

UPDATED 13 JUNE 2023

PART ONE: PROVISION OF TRANSMISSION SERVICES

1. INTRODUCTION

1.1 This Section C, Part One deals with the provision of Transmission Services by Transmission Owners to NGESO and the obligations of NGESO in relation to its operation of the National Electricity Transmission System, and sets out:

1.1.1 the process for each Transmission Owner to specify the technical limits that normally apply to its Transmission Services in a Services Capability Specification;

1.1.2 the process for developing and implementing Services Restoration Proposals to restore Transmission Services in the event of any unplanned reduction in the technical limits actually applicable to the provision of Transmission Services from time to time; and

1.1.3 provisions dealing with the co-ordination and direction by NGESO of the flow of electricity onto and over the National Electricity Transmission System in accordance with technical limits and Licence Standards.

2. TRANSMISSION SERVICES

2.1 In accordance with the provisions of this Code, each Transmission Owner shall provide services to NGESO consisting of:

2.1.1 making available those parts of its Transmission System which are intended for the purposes of conveying, or affecting the flow of, electricity, so that such parts are capable of doing so and are fit for those purposes;

2.1.2 a means of enabling NGESO to direct the configuration of those parts of that Transmission Owner's Transmission System made available to it and, consistent with such means, giving effect to any such direction from time to time; and

2.1.3 a means of enabling NGESO to obtain information in relation to that Transmission Owner's Transmission System which information is needed by NGESO to enable it to co-ordinate and direct the flow of electricity onto and over the National Electricity Transmission System and, consistent with such means, providing such information to NGESO,

(together here referred to as "**Transmission Services**").

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

2.3 NGESO shall have the right to make use of the Transmission Services provided to it under this Code in pursuance of its activities and the discharge of its obligations under its System Operator Licence and the Act and only in pursuance of such activities or discharge of such obligations.

3. SERVICES CAPABILITY SPECIFICATION

3.1 Each Transmission Owner shall separately have and maintain, at all times, a specification of its Transmission Services (here referred to as "**Services Capability Specification**") and shall:

3.1.1 maintain its Services Capability Specification (in accordance with Section D, Part One, sub-paragraph 2.10.2) by including, without limitation, information describing the parameters and levels within and to which its Transmission Services have been planned to be provided, or such higher levels up to which its Transmission Services are normally capable of being so provided, to NGESO: such information to include and identify the technical limits that would normally apply to the provision of its Transmission Services (such technical limits as identified in the Service Capability Specification here referred to as the "**Normal Capability Limits**" applicable to those Transmission Services); and

3.1.2 submit a copy of its Services Capability Specification to NGESO and immediately submit to NGESO copies of any amendments made to it under paragraphs 3.2 or 3.3.

3.2 Each Transmission Owner shall keep its Services Capability Specification under review at all times and may amend the content of its Services Capability Specification, including amendments to any Normal Capability Limits:

3.2.1 in the case of the correction of typographical errors only, at any time by submitting copies of such amendments to NGESO; and

3.2.2 in all other cases, pursuant to Section D, Part One, sub-paragraph 2.10.2.

3.3 Changes to the form of a Transmission Owner's Services Capability Specification may be proposed:

3.3.1 In the case of an Onshore Transmission Owner's Services Capability Specification:

3.3.1.1 by the Transmission Owner at any time, any such change to be agreed between the Transmission Owner and NGESO (any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1); or

3.3.1.2 by NGESO at any time, any such change to be agreed between the Transmission Owner and NGESO. Any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.

3.3.2 In the case of an Offshore Transmission Owner's Services Capability Specification, changes to its form may be proposed by the Transmission Owner or NGESO using the agreed procedures for the management of Offshore Transmission Owners' Services Capability Specifications.

3.4 In addition to the obligation to submit a copy of its Services Capability Specification and copies of any amendments to NGESO under this paragraph 3, a Transmission Owner shall provide to NGESO such other information as may reasonably be requested by NGESO from time to time in order to support the full and effective enjoyment of the rights of NGESO pursuant to paragraph 2. Any dispute as to the reasonableness of such request shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.

4. TRANSMISSION SERVICES LIMITS

4.1 Each Transmission Owner shall provide Transmission Services to NGESO, pursuant to paragraph 2, in accordance with its Services Capability Specification (including to any Normal Capability Limits) except, and only to the extent that:

4.1.1 the provision of such Transmission Services is reduced due to an Outage in accordance with Section C, Part Two;

4.1.2 its Transmission Services are not, other than by reason of an Outage, physically capable of being provided or are not capable, for immediate safety reasons or pursuant to environmental obligations, of being provided in accordance with the Services Capability Specification (referred to as a "**Services Reduction**"); or

4.1.3 the Transmission Owner has notified NGESO of technical limits applying in excess of Normal Capability Limits pursuant to paragraph 4.14.

4.2 Each Transmission Owner shall at all times act in accordance with Good Industry Practice in providing Transmission Services to NGESO.

4.3 The technical limits to which NGESO has been notified that Transmission Services are actually capable of being provided from time to time (being the Normal Capability Limits or such other technical limits as apply due to an Outage, a Services Reduction or any higher limits notified under paragraph 4.14) shall be referred to as the "**Operational Capability Limits**" applicable to those Transmission Services.

4.4 A Transmission Owner shall notify NGESO immediately in the event that it becomes aware at any time that the relevant Operational Capability Limits have been exceeded by NGESO in accordance with the agreed procedures for the operation of that Transmission Owner's Transmission System..

4.5 Each Transmission Owner shall monitor, in accordance with the agreed procedures for the operation of that Transmission Owner's Transmission System and Good Industry Practice, the provision of its Transmission Services and notify NGESO (except in such circumstances as may from time to time be agreed between the Transmission Owner and NGESO), as a matter of urgency, as soon as such Transmission Owner becomes aware:

4.5.1 of a Services Reduction (including notifying NGESO of the revised technical limits that apply to such Transmission Services due to the Services Reduction); or

4.5.2 of a risk, materially beyond the normal level of risk, of an imminent Services Reduction (here referred to as a "**Services Reduction Risk**").

4.5A As a part of, or otherwise at the same time as, notice to NGESO under paragraph 4.5, an Offshore Transmission Owner shall provide NGESO with all of the necessary information required in order to fulfil its reporting obligations under Retained EU Law (Commission Regulation (EU) No 543/2013) within the required timescales (i.e. as soon as possible but no later than one hour after the change in actual availability) in accordance with STCP 02-1 (Alarm & Event Management).

4.6 As a part of, or otherwise at the same time as, notice to NGESO under paragraph 4.5, unless it is not reasonably practicable to do so (in which case a Transmission Owner shall do so as soon as reasonably practicable thereafter), a Transmission Owner shall notify NGESO of:

4.6.1 in the case of a Services Reduction Risk, and where so requested by NGESO, relevant data or information for the relevant Transmission Services including the technical limits that would apply as a consequence of the relevant Services Reduction if it were to occur;

4.6.2 the reasons for any Services Reduction (or, where relevant, a Services Reduction Risk) including, without limitation, information in relation to any Event which caused or contributed to, or which may cause or contribute to, the Services Reduction or Services Reduction Risk;

4.6.3 additional relevant information including the likely duration of any Services Reduction (or, where relevant, Services Reduction Risk); and

4.6.4 unless otherwise agreed with NGESO, such Transmission Owner's proposal, in reasonable but not excessive detail, (referred to here as a "**Services Restoration Proposal**") for, as appropriate:

4.6.4.1 any interim works or other actions which are able to be undertaken by such Transmission Owner to minimise the effect of the Services Reduction or Services Reduction Risk and including, where relevant, any revised Operational Capability Limits that would apply during the period of such Services Reduction or Services Reduction Risk;

4.6.4.2 restoring the Transmission Services such that they are provided in accordance with their Services Capability Specification (and to their Normal Capability Limits); and

4.6.4.3 otherwise removing, mitigating or dealing with a Services Reduction Risk,

including, in the case of sub-paragraphs 4.6.4.2 and 4.6.4.3, where necessary and appropriate, by proposing to amend the content of its Services Capability Specification (including any Normal Capability Limits) pursuant to Section D, Part One, paragraph 2.10.2.

4.7 Nothing in sub-paragraph 4.6.4 shall prevent the Parties from agreeing in advance Services Restoration Proposals to apply generally to particular types of Services Reductions or Services Reduction Risks. If such a Services Restoration Proposal is proposed in advance by a Party, any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.

4.8 On or as soon as reasonably practicable after notification by the Transmission Owner of a Services Reduction (or, where relevant, a Services Reduction Risk) pursuant to paragraph 4.5, NGESO and the relevant Transmission Owner shall discuss the Services Reduction (or, where relevant, Services Reduction Risk) and, in particular, agree any Services Restoration Proposal(s) notified under sub-paragraph 4.6.4 or agree that any Services Restoration Proposal(s) agreed in advance under paragraph 4.7 apply. Any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.

4.9 A Party which has agreed a Services Restoration Proposal pursuant to paragraph 4.8 may at any time notify (either verbally or in writing) each other Party involved in such Services Restoration Proposal of any modification which it considers is required to be made to such Services Restoration Proposal in order to deal more appropriately with the Services Reduction or Services Reduction Risk. NGESO and the relevant Transmission Owner shall discuss and agree any such modification. Any failure to agree a proposed modification shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.

4.10 A Transmission Owner shall give effect to any Services Restoration Proposal agreed with NGESO pursuant to paragraph 4.8 (as modified from time to time pursuant to paragraph 4.9).

4.11 If the Parties are unable to reach agreement on any Services Restoration Proposal or any proposed modification to such Services Restoration Proposal, a Transmission Owner

shall nevertheless give effect to its Services Restoration Proposal (including any modification which such Transmission Owner, in its discretion, considers is required), subject to any subsequent determination of a relevant Dispute referred to the Authority pursuant to paragraphs 4.7, 4.8 or 4.9.

4.12 Each Transmission Owner shall take reasonable and appropriate preparatory steps, including, without limitation, having appropriate replacement Plant and Apparatus available, to minimise the duration or effect of Services Reductions and Services Reduction Risks and shall:

4.12.1 notify NGESO of such steps from time to time or when otherwise reasonably requested by NGESO; and

4.12.2 comply with any reasonable request from NGESO to take or modify preparatory steps as specified in such request.

4.13 Any dispute in relation to the adequacy of the preparatory steps taken by a Transmission Owner pursuant to paragraph 4.12 or the reasonableness of a request by NGESO shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1 (in the event of a dispute under this paragraph 4.13, a Transmission Owner may take such preparatory steps as it considers, in its discretion, are reasonable and appropriate, subject to the subsequent determination of any Dispute referred to the Authority pursuant to this paragraph 4.13).

4.14 For the avoidance of doubt, nothing in the Code shall prevent a Transmission Owner, in its discretion, from notifying NGESO (including, without limitation, in response to a request from NGESO) that technical limits temporarily apply in respect of specified Transmission Services in excess of their Normal Capability Limits. In any such event the Transmission Owner shall at the same time also notify NGESO of any conditions that apply to the use of such Transmission Services at technical limits above their Normal Capability Limits.

5. CONFIGURATION ON NGESO'S DIRECTIONS

5.1 A Transmission Owner may only configure such parts of its Transmission System as are made available pursuant to sub-paragraph 2.1.1 of this Section C, Part One, in accordance with directions given by NGESO, except:

5.1.1 where otherwise agreed with NGESO; or

5.1.2 for safety purposes or pursuant to environmental obligations in accordance with Section G, paragraph 2.

5.2 Notwithstanding sub-paragraph 5.1.1, but subject at all times to Section G, paragraph 2, each Transmission Owner shall comply with any reasonable direction by NGESO to configure any part of its Transmission System.

5.3 Any direction from NGESO to a Transmission Owner pursuant to paragraphs 5.1 and 5.2 shall be in the form agreed with such Transmission Owner from time to time.

5.4 Operational Switching

5.4.1 Notwithstanding that a Transmission Owner is not a party to the CUSC and is not thereby required to comply with the Grid Code, a Transmission Owner shall comply with section OC7.6 of the Grid Code (as amended from time to time) and any Local Switching Procedure agreed pursuant to that section.

5.4.2 NGESO shall comply with, and shall procure that a User shall comply with section OC7.6 of the Grid Code and any Local Switching Procedure agreed pursuant to that section where and to the extent that such section applies to NGESO and the User.

6. NGESO OBLIGATIONS

6.1 In co-ordinating and directing the flow of electricity onto and over the National Electricity Transmission System, NGESO shall:

6.1.1 take all reasonably practicable steps to determine, and shall ensure, that it does so in accordance with Licence Standards; and

6.1.2 in complying with Licence Standards, ensure that neither:

6.1.2.1 Operational Capability Limits; nor

6.1.2.2 such technical limits or other conditions as NGESO becomes aware are necessary and safe in accordance with Good Industry Practice (including, without limitation, any conditions notified to it pursuant to paragraph 4.14),

are exceeded or would be exceeded on the occurrence of a Secured Event.

6.2 NGESO shall not be in breach of paragraph 6.1 where an Unsecured Event causes or would cause Operational Capability Limits or other relevant limits to be exceeded.

6.3 In the event that NGESO shall at any time become aware that Operational Capability Limits or, where relevant, other conditions notified to it pursuant to paragraph 4.14 are being or have been exceeded, then NGESO shall, in accordance with Licence Standards and in accordance with the agreed procedures for the operation of that Transmission Owner's Transmission System, where applicable, immediately:

6.3.1 direct or configure the relevant Transmission System or take such other steps as are appropriate so that such Operational Capability Limits or other conditions are no longer being exceeded;

6.3.2 inform the relevant Transmission Owner including, without limitation, by providing (in reasonable but not excessive detail) details of and reasons for the Operational Capability Limits or other conditions being exceeded; and

6.3.3 without prejudice to any other rights and remedies arising under this Code, identify and carry out (in consultation with the Transmission Owner where appropriate) such actions as are reasonably necessary and appropriate to ensure that such event shall not re-occur.

6.4 NGESO shall, and in accordance with the agreed procedures for the operation of that Transmission Owner's Transmission System (except to the extent otherwise agreed with the relevant Transmission Owner) notify a Transmission Owner, as a matter of urgency, if NGESO becomes aware (otherwise than from such Transmission Owner) of any Event or circumstance which is or is likely to materially affect such Transmission Owner's provision of Transmission Services in accordance with its Services Capability Specification, including of any current or likely Services Reduction or Services Reduction Risk.

PART TWO: TRANSMISSION OUTAGE PLANNING

1. INTRODUCTION

1.1 This Section C, Part Two deals with the placement and implementation of Outages on the National Electricity Transmission System, and sets out the processes for:

1.1.1 the co-ordinated development of Outage Proposals by each Transmission Owner;

1.1.2 NGESO to prepare Outage Plans for the National Electricity Transmission System taking into account each Transmission Owner's Outage Proposals;

1.1.3 the real-time implementation of each Outage through a pre-agreed Outage Implementation Process; and

1.1.4 provision for the reinstatement of Transmission Services which are the subject of an Outage, where so directed by NGESO.

2. OUTAGE PLAN

2.1 In accordance with the provisions of this Section C, Part Two, NGESO shall develop and maintain a separate Outage Plan of the Outages which are planned to occur on the National Electricity Transmission System in respect of each current and each of the following six Financial Years. Outages may be submitted by a Transmission Owner beyond that period and, where agreed appropriate by NGESO and the relevant Transmission Owner, NGESO shall maintain them within the Outage Plan.

2.2 NGESO shall update each Outage 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, a description of those Outages which are planned to occur on the National Electricity Transmission System during the course of the relevant Financial Years. These may include Outages proposed by each Transmission Owner pursuant to this Section C, Part Two and any other Outages which NGESO plans in respect of the National Electricity Transmission System.

2.3 NGESO shall ensure that, to the extent that it is reasonable and appropriate to do so, each Transmission Owner is provided with the most up-to-date version of those parts of each Outage Plan as contain or relate to Outages of, or any other Outages which are likely to materially affect, that Transmission Owner's Transmission System. In each case, NGESO shall identify those changes made to an Outage Plan since the last version provided to the relevant Transmission Owner.

2.4 In the course of developing its Outage Plans, NGESO shall, to the extent that it is reasonable and practicable to do so:

2.4.1 discuss and exchange relevant information with each other Party to the extent that such information is likely to have a material effect on the Outages proposed by such other Party and including, without limitation, the data in respect of User Outages set out in Schedule 3; ~~and~~

2.4.2 take into account each Outage Proposal in the preparation of its Outage Plan for the relevant Financial Year (any dispute in relation to the manner in which matters contained in an Outage Proposal are included or not included in an Outage Plan shall be referable to the Authority as a Dispute pursuant to Section H, paragraph 4.1); and~~.~~

2.4.3 ensure any Outage Proposal does not have a material effect on NGESO's ability to be able to comply with the requirements of the Electricity System Restoration Standard through the implementation of Restoration Plans as provided for in STCP 11-1.

3. OUTAGE PROPOSALS

3.1 Each Transmission Owner shall co-operate and assist NGESO in developing NGESO's Outage Plans, including by:

3.1.1 developing and maintaining Outage Proposals, in accordance with paragraph 3.2, with the objective of providing NGESO with a proposed placement of Outages for each Financial Year that facilitates as co-ordinated and economical placement of Outages on the National Electricity Transmission System as is reasonably foreseeable and practicable, given the information available to such Transmission Owner; ~~and~~

3.1.2 providing NGESO with the most up-to-date version of each of its Outage Proposals up until the date on which the final version of each such Outage Proposal is submitted to NGESO pursuant to paragraph 3.7; and~~.~~

3.1.3 consideration of Outage Proposals which do not have a material impact on the ability to implement Restoration Plans as provided for in STCP 11-1.

3.2 Each Transmission Owner shall develop and maintain, in consultation with NGESO, a separate Outage Proposal of the Outages which are planned to occur on the Transmission Owner's Transmission System in respect of the current and each of the following six Financial Years.

3.3 Each Transmission Owner shall update each Outage Proposal from time to time, up until the final version of its Outage Proposal is submitted under paragraph 3.7, 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, a description of those Outages which are planned to occur on its Transmission System during the course of the relevant Financial Year.

3.4 Each Transmission Owner shall, in preparing its Outage Proposal in respect of each Financial Year, and NGESO shall, in planning Outages on its Transmission System in respect of each Financial Year, discuss and exchange relevant information with each other Party to the extent that such information is likely to have a material effect on the Outages of such other Party.

3.5 Each Transmission Owner shall develop its Outage Proposals taking into account, to the extent that it is reasonable and practicable to do so, the activities and reasonable requests of each other Party and the information provided to it under this Code.

3.6 Each Transmission Owner shall, at the request of NGESO, take all reasonably practicable steps to assist NGESO in co-ordinating and facilitating User Outages and Outages of each other Party including Outages which have an impact on Restoration Plans and the wider implementation of the Electricity System Restoration Standard as provided for in STCP 11-1.

3.7 On or before Week 28, each Transmission Owner shall submit to NGESO the final version of such Transmission Owner's Outage Proposal for the following Financial Year and Key Outage Proposals for Year 2, and shall ensure that such Outage Proposal is as full and complete as reasonably practicable and contains, without limitation:

3.7.1 the proposed start and finish date(s) and times of each Outage;

3.7.2 details of the technical limits (including the impact on Restoration Plans) which the Transmission Owner anticipates will apply to its Transmission Services whilst they are the subject of the Outage (where not otherwise specified, Transmission Services on Outage shall be deemed to be wholly withdrawn);

3.7.3 if necessary, any information about the associated configuration of any parts of the National Electricity Transmission System and associated arrangements that may be required in relation to the Outage;

3.7.4 information to assist NGESO with the efficient sequencing of Outages, including the relationship, if any, between each Outage and any other proposed Outages;

3.7.5 an indication of the importance which the Transmission Owner affixes to each Outage;

3.7.6 details of the Transmission Owner's flexibility margins in respect of each Outage (for example, alternative dates upon which they could be taken, or the potential for movement of other Outage dates or times); and

3.7.7 the Emergency Return to Service Time for those parts of the Transmission System associated with each Outage (including, where appropriate, a statement of the steps that would be taken to restore the provision of the relevant associated Transmission Services or such alternative steps as NGESO and the relevant Transmission Owner may agree which are intended to give a similar or substitutive effect and, where such steps do not restore such Transmission Services to their Normal Capability Limits, the limits which would otherwise apply).

(the matters in sub-paragraphs 3.7.5, 3.7.6 and 3.7.7 being here referred to together as "**Flexibility Parameters**").

3.8 Following the submission of its final Outage Proposal pursuant to paragraph 3.7, a Transmission Owner shall not make or submit any further change(s) to its Outage Proposal for the following Financial Year. Key Outage Proposals for Year 2 may be revised at any time until these outages become outages for Year 1, and any further changes to the Outage Plan for such Financial Years shall be made in accordance with paragraph 5.

4. NGESO ISSUE OF THE OUTAGE PLAN

4.1 On or before Week 34, NGESO shall issue to each Transmission Owner such parts of the Outage Plan for the following Financial Years (being the same Outage Plan from which NGESO will circulate relevant information to Users in accordance with Operating Code No.2) as cover Outages of, or any other Outages which are likely to materially affect, that Transmission Owner's Transmission System.

4.2 NGESO may involve each Transmission Owner, and each Transmission Owner shall participate, as requested by NGESO, in any discussions or correspondence with Users and other third parties from time to time relating to any proposed changes to the Outage Plan in respect of Outages of, or any other Outages which are likely to materially affect, such Transmission Owner's Transmission System.

4.3 On or before Week 49, NGESO shall ensure that the Outage Plan for the following two Financial Years takes into account any information or feedback received from Transmission Owners and from Users and otherwise, and shall revise and re-issue to each Transmission Owner such parts of the Outage Plan as cover Outages of, or any

other Outages which are likely to materially affect, that Transmission Owner's Transmission System.

4.4 For the avoidance of doubt, any involvement or discussions of Transmission Owners with NGESO or Users or other third parties under this paragraph 4 shall be in addition to each Transmission Owner's right to request change(s) to the Outage Plan for the following Financial Years under paragraph 5.

5. CHANGE PROCESS FOLLOWING ISSUE OF FINAL VERSION OF OUTAGE PROPOSAL

5.1 This paragraph 5 shall only apply to an Outage Plan from the date on which Transmission Owners are required to have submitted to NGESO their final Outage Proposals for the following Financial Year and Key Outage Proposals for Year 2 pursuant to paragraph 3.7.

5.2 Each Party shall keep the Outage Plan under review at all times (including up to the end of an Outage) and as soon as a Party becomes aware that a change is required to such Outage Plan, including any requirement for a new Outage or changes to the scheduled dates or times for, or cancellation of, an existing Outage, that Party shall:

5.2.1 if it is a Transmission Owner, request a change to the Outage Plan to NGESO including with such request a brief description of the reason(s) for the change; or

5.2.2 if it is NGESO, notify each Transmission Owner that NGESO itself requests or another Transmission Owner has requested (where it has received a request under sub-paragraph 5.2.1) a change to the Outage Plan to the extent that it considers that such change affects Outages of, or any other Outages which are likely to materially affect, that Transmission Owner's Transmission System, with a brief description of the reason(s) for the change.

5.3 A request made or notice provided pursuant to paragraph 5.2 may be made or provided verbally where it is necessary and expedient to do so, provided that such request or notice is confirmed in writing as soon as reasonably practicable by the Party making it.

5.4 Any request for a new Outage made pursuant to paragraph 5.2 shall include, to the extent reasonably practicable, the matters set out in paragraph 3.7.

5.5 The obligation set out in paragraph 5.2 shall apply to the review by NGESO of the Outage Plan as a whole and by each Transmission Owner~~s~~ only in respect of such parts of the Outage Plan as have been disclosed to it under paragraph 4.3.

5.6 The Parties shall at all times up to the end of an Outage also keep the information provided to each other in connection with each Outage in the Outage Plan under review and shall promptly notify each other Party of any changes in circumstances requiring changes to such information.

5.7 Following a request for a change to an Outage Plan made pursuant to paragraph 5.2, the Party requesting such change and any Transmission Owners which receive notification pursuant to sub-paragraph 5.2.2 shall agree how the change may be accommodated. Any failure to agree shall be referable by any of the relevant Parties to the Authority as a Dispute in accordance with Section H, paragraph 4.1.

5.8 NGESO shall promptly update the Outage Plan to adopt any change agreed pursuant to paragraph 5.7 and in the event of a failure to agree NGESO may, at its discretion, give effect to a change, including by updating the Outage Plan to adopt such change, subject to any subsequent determination of a Dispute referred to the Authority pursuant to paragraph 5.7.

5.9 On and from the date on which NGESO re-issues the Outage Plan for the following two Financial Years pursuant to paragraph 4.3, it shall maintain for 5 years a register which records in relation to any request for a change to such Outage Plan which is made after that date in accordance with this paragraph 5 (including any cancellation of an Outage):

5.9.1 a description of the change, including (where appropriate) the date(s) and times specified for an Outage in the Outage Plan at the time of the change and as changed;

5.9.2 the identity of the Party which proposed or requested the change; and

5.9.3 a brief description of the reason for the change;

5.9.4 a indicator of whether NGESO made such a change to the Outage Plan and a brief description of the reasons for the decisions including an indication of any withdrawal of a request for an outage change by the party proposing or requesting the change; and

5.9.5 in relation to an Outage Change (as defined in the licence), the net costs reasonably incurred by the Transmission Owner as a result of the Outage Change as declared to NGESO and which are agreed by NGESO and the Transmission Owner or where there is a failure to agree, as determined by the Authority following referral to the Authority as a Dispute by any of the relevant Parties in accordance with Section H, paragraph 4.1.

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5.10 NGESO shall make the register in paragraph 5.9 available to each Transmission Owner to the extent that it contains information in respect of Outages of, or any other Outages which are likely to materially affect, that Transmission Owner's Transmission System.

6. IMPLEMENTATION OF OUTAGES

6.1 NGESO, and each Transmission Owner in relation to whose Transmission System an Outage contained in the Outage Plan is due to occur, shall jointly prepare for such Outage including by agreeing over a reasonably prudent period beforehand the process required (and the associated configuration of the National Electricity Transmission System that will be required) to be undertaken by each Party in order to implement the

Outage in accordance with the Outage Plan (the "**Outage Implementation Process**"). Any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.

6.2 In the event that NGESO and a Transmission Owner shall at any time be unable to agree the Outage Implementation Process to apply in respect of an Outage, the Outage Implementation Process shall be as directed by NGESO subject to the subsequent determination of any Dispute referred to the Authority pursuant to paragraph 6.1.

6.3 The Transmission Owner on whose Transmission System an Outage is due to occur or is occurring shall notify NGESO of the extent and duration of any change(s) in Operational Capability Limits that will apply to such Transmission Services as are affected by such Outage, in each case:

6.3.1 at the same time as the Transmission Owner makes any request to NGESO pursuant to paragraph 5.2 which would have the effect of varying a notification already given under this paragraph 6.3; and

6.3.2 immediately following receipt of a direction from NGESO for the discontinuance of such Outage pursuant to paragraph 7.

6.4 NGESO, and the Transmission Owner in relation to whose Transmission System the Outage will occur or is occurring (as appropriate), shall each comply with and undertake such actions as are required of them under and in accordance with the Outage Implementation Process.

6.5 Where a Party becomes aware of any matter which may affect its ability to meet its obligations pursuant to an Outage Implementation Process, it shall promptly notify the other Party and both shall agree a change to such Outage Implementation Process. Any failure to agree shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.

6.6 In the event that two Parties shall at any time be unable to agree a change to an Outage Implementation Process under paragraph 6.5, such Outage Implementation Process shall be remain unchanged, subject to the subsequent determination of any Dispute referred to the Authority pursuant to paragraph 6.5.

7. EMERGENCY RETURN TO SERVICE DURING AN OUTAGE

7.1 NGESO may at any time direct that a Transmission Owner discontinue an Outage within the relevant Emergency Return to Service Time, whether or not expiry of the planned period of the Outage is otherwise imminent, by so notifying the relevant Transmission Owner, provided that:

7.1.1 NGESO shall consult with such Transmission Owner before issuing any such direction (any dispute in relation to a direction made by NGESO pursuant to this paragraph 7.1 shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1); and

7.1.2 pending the subsequent resolution of any Dispute referred to the Authority under sub-paragraph 7.1.1, the relevant Transmission Owner shall, if NGESO so requests, take the steps proposed in relation to such Outage pursuant to sub-paragraph 3.7.7 of this Section C, Part Two (or as otherwise agreed with NGESO) to restore the provision of Transmission Services.

7.2 A direction notified pursuant to paragraph 7.1 may be notified verbally where it is necessary and expedient to do so, provided that NGESO confirms such direction in writing as soon as reasonably practicable.

PART THREE: OTHER

1. INTRODUCTION

1.1 This Section C, Part Three deals with:

1.1.1 the Testing of each Transmission Owner's Transmission System and arrangements between the Parties to facilitate the testing and commissioning of User Equipment;

1.1.2 Transmission Owners entering into Interface Agreements with Users in relation to Connection Sites and New Connection Sites; and

1.1.3 other operational matters including Event Reporting and Joint Investigations, System Restoration~~Black Start~~, and the De-energisation of User Equipment.

2. TESTING TRANSMISSION OWNER'S TRANSMISSION SYSTEMS

2.1 **Testing**

2.1.1 Where reasonably requested by another Party, each Party shall to the extent that it is reasonably practicable for it to carry out Tests on its Transmission System (and in the case of NGESO, the National Electricity Transmission System) and shall co-operate with the carrying out of Tests by such other Party on that Party's Transmission System (and where such other Party is NGESO, the National Electricity Transmission System).

2.1.2 Where reasonably requested by NGESO, a Transmission Owner shall provide access to its Test results and maintenance records in relation to any of its Plant or Apparatus located on Users' Sites.

2.1.3 Notwithstanding that a Transmission Owner is not a party to the CUSC and is not thereby required to comply with the Grid Code, a Transmission Owner shall comply with the relevant sections of OC5.7 of the Grid Code (as amended from time to time) as agreed between NGESO and with the Transmission Owner pursuant to facilitate testing for System Restoration purposes. As part of this requirement, Transmission Owners shall be required to satisfy the applicable requirements of Grid Code OC5.7.4.2 including the need to submit the data required under Part IV of Schedule 16 of the Grid Code Data Registration Code.

2.2 **Commissioning and on-load testing of User Equipment**

2.2.1 A Transmission Owner shall, where requested by NGESO, assist with the commissioning and on-load testing of a User Equipment or equipment for which a User is responsible (including User Equipment owned and operated by a Restoration Contractor) and NGESO shall pay Reasonable Charges to the Transmission Owner in respect of any assistance so provided.

3. REQUIREMENT TO ENTER INTO INTERFACE AGREEMENT

3.1 In relation to Connection Sites and New Connection Sites, each Transmission Owner to whose Transmission System such Connection Site or New Connection Site is or will be connected shall, and NGESO shall procure that each relevant User shall, enter into an Interface Agreement in a form to be agreed between such Transmission Owner and User but based substantially on the form set out in Exhibit O, Part B to the CUSC where such Interface Agreement(s) is/are required.

3.2 In relation to Transmission Interface Sites and New Transmission Interface Sites, each Transmission Owner, to whose Transmission System such Transmission Interface Site is or will be connected (the "**Transmission Interface Site Parties**") shall, enter into a Transmission Interface Agreement.

3.3 Each Transmission Interface Agreement shall be in a form agreed between such Transmission Interface Site Parties but based substantially on the form set out in Schedule Fifteen and as drafted in the first instance by the relevant Offshore Transmission Owner.

3.4 In relation to Embedded Transmission Interface Sites and New Embedded Transmission Interface Sites, each Offshore Transmission Owner shall

3.4.1 where required by NGESO in order that NGESO can comply with its obligations under the Embedded Transmission Bilateral Agreement, enter into an Embedded Transmission Interface Agreement with the relevant Embedded Transmission Counterparty; and

3.4.2 otherwise provide such information, assistance and cooperation as NGESO shall require to enable it to identify and agree any requirements to be covered in the Embedded Transmission Bilateral Agreement with the Embedded Transmission Counterparty.

Where the Offshore Transmission Owner wishes the Embedded Transmission Counterparty to enter into an Embedded Transmission Interface Agreement NGESO shall make such request of the Embedded Transmission Counterparty but shall not have any obligation to the Offshore Transmission Owner to procure the same.

3.5 A Transmission Owner shall notify NGESO as soon as reasonably practicable after it has concluded

3.5.1 a binding Interface Agreement with a User; or

3.5.2 a Transmission Interface Agreement with a Transmission Interface Site Party.

3.5.3 an Embedded Transmission Interface Agreement with a Distribution Network Operator.

3.6 In the case of New Connection Sites and New Transmission Interface Sites that are the subject of an OTSDUW Build Application, the Interface Agreements referred to in paragraphs 3.1 and 3.2 shall be entered into 6 months prior to the proposed OTSUA Transfer Time, or such other dates as, in the case of an Interface Agreement, the Transmission Owner and the User and, in the case of a Transmission Interface Agreement the Transmission Owner and other Transmission Owner, shall agree and in any event by the OTSUA Transfer Time.

4. EVENT REPORTING AND JOINT INVESTIGATIONS

4.1. Notification of Events, Significant Incidents and Possible Relevant Interruptions by Transmission Owners

4.1.1 Each Transmission Owner shall, as soon as it becomes aware of any Event on its Transmission System which has had or may have an Operational Effect on the National Electricity Transmission System or a User System, notify NGESO (either verbally or in writing), as a matter of urgency, to the extent that such information is not otherwise provided to NGESO pursuant to Section C, Part One, paragraphs 4.4, 4.5 or 4.6.

4.1.2 NGESO shall, as soon as it becomes aware of any Event on the National Electricity Transmission System or a User System which has had or may have an Operational Effect on a Transmission Owner's Transmission System, notify such Transmission Owner (either verbally or in writing) as a matter of urgency.

4.1.3 NGESO shall, as soon as it becomes aware of any Event on the Transmission Owner’s Transmission System which has led to a Possible Relevant Interruption of an Affected User, notify the relevant Transmission Owner(s) as a matter of urgency.

4.1.4 Each Party may (irrespective of whether or not it has received a notification under sub-paragraph 4.1.1 or 4.1.2), in its discretion, determine that an Event is a Significant Incident and request that, where relevant, NGESO or any Transmission Owner(s) whose Transmission System(s) has been or may be affected by the Significant Incident prepare and submit a report in accordance with sub-paragraph 4.1.6..

4.1.5 Following a notification described in sub-paragraph 4.1.3 NGESO may request that the Transmission Owner(s) whose Transmission System(s) has been or may be the cause of the Possible Relevant Interruption of an Affected User prepare and submit a report in accordance with sub-paragraph 4.1.6.

4.1.6 Each Party (the "**Responding Party**") shall, if requested to do so by another Party (the "**Requesting Party**") pursuant to sub-paragraph 4.1.4 or 4.1.5, prepare and submit a written report to the Requesting Party as soon as reasonably practicable in relation to a Significant Incident or a Possible Relevant Interruption which shall include, without limitation, the following information:

4.1.6.1 a description of the Significant Incident or the Possible Relevant Interruption (including, without limitation, any associated Services Reduction or Service Reduction Risk);

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4.1.6.2 the time and date of the Significant Incident; or the Possible Relevant Interruption and the estimated Interruption Period of Possible Relevant Interruption;

4.1.6.3 the location(s) of the Significant Incident or the Possible Relevant Interruption;

4.1.6.4 Plant and/or Apparatus directly involved (and not merely affected by the Event(s) giving rise to the Significant Incident or the Possible Relevant Interruption);

4.1.6.5 a response to any question(s) raised by the Requesting Party in relation to the Event or Significant Incident or the Possible Relevant Interruption; and

4.1.6.6 any other information reasonably requested by the Requesting Party in relation to the Event or Significant Incident or the Possible Relevant Interruption.

4.1.7 Each Party shall, where reasonably requested to do so by another Party, assist in answering any questions from or otherwise providing information (in the case of NGESO) to a User or in the case of any Party, to any other Party, in relation to an Event or Significant Incident or the Possible Relevant Interruption on such Transmission Owner's Transmission System.

4.1.8 If an Affected User has exercised its rights pursuant to paragraph 5.10 of the CUSC, NGESO and the relevant Transmission Owner will agree whether or not they consider, on the basis of the report submitted under sub-paragraph 4.1.6, that a Possible Relevant Interruption has occurred and the Interruption Period. In the event that the relevant Transmission Owner and NGESO do not agree the relevant Transmission Owner or NGESO may refer any such failure to agree to arbitration in accordance with Paragraph 5 of Section H. 4.1.9 Where NGESO and the relevant Transmission Owner agree pursuant to paragraph 4.1.8, or if

determined in accordance with Paragraph 5 of Section H, a Possible Relevant Interruption will be treated as a Relevant Interruption.4.2.

Joint Investigations

4.2.1 Where a Significant Incident or a Possible Relevant Interruption has occurred and a written report has been submitted to a Requesting Party under sub-paragraph 4.1.4, or 4.1.5 such Requesting Party, or any Party which has submitted a written report in relation to such Significant Incident or, Possible Relevant Interruption, may request in writing to the other, and to any other Party which has been or is likely to be affected by the Significant Incident or Possible Relevant Interruption, that a Joint Investigation be conducted (all Parties participating in a Joint Investigation are referred to collectively as the "**Investigation Parties**").

4.2.2 As soon as reasonably practicable following a request under sub-paragraph 4.2.1, the Investigation Parties shall endeavour to agree whether to undertake a Joint Investigation and any matters related to the conduct of such Joint Investigation and which may include, without limitation:

4.2.2.1 where requested by NGESO, the involvement of any User(s) or other person(s);

4.2.2.2 whether the Joint Investigation should also deal with any Related Significant Incidents or Possible Relevant Interruptions;

4.2.2.3 the form and rules of and procedure for conducting the Joint Investigation;

4.2.2.4 provision for dealing with the costs of the Joint Investigation; and

4.2.2.5 provision for the withdrawal of an Investigation Party or other person involved in the Joint Investigation.

4.2.3 For the avoidance of doubt:

4.2.3.1 a Joint Investigation shall not be conducted unless the Investigation Parties have reached agreement pursuant to sub-paragraph 4.2.2; and

4.2.3.2 a Joint Investigation shall not constitute, and shall remain separate from, any Dispute otherwise arising pursuant to Section H.

5. SYSTEM RESTORATION~~BLACK START~~

5.1.1 Notwithstanding that a Transmission Owner is not a party to the CUSC and is not thereby required to comply with the Grid Code, a Transmission Owner shall comply with sections OC9.4 and OC9.5 of the Grid Code (as amended from time

to time) and any ~~Local Joint~~ Restoration Plan and OC9 De-Synchronised Island Procedure agreed with the Transmission Owner pursuant to those sections.

5.1.2 NGESO shall comply with, and shall procure that a User (including a Restoration Contractor) shall comply with sections OC9.4 and OC9.5 of the Grid Code and any ~~Local Joint~~ Restoration Plan or OC9 De-Synchronised Island Procedure agreed pursuant to OC9.4 or OC9.5 where and to the extent that such section applies to NGESO and the User (including Restoration Contractors).

5.2 In the event of a Total Shutdown or Partial Shutdown, NGESO will, as soon as reasonably practical, inform each Transmission Owner (or, in the case of a Partial Shutdown, each Transmission Owner which in NGESO's reasonable opinion need to be informed) that a Total Shutdown, or, as the case may be, a Partial Shutdown, exists and that NGESO intends to implement ~~a Black Start~~System Restoration, following which the Parties shall comply with the processes set out in the arrangements agreed pursuant to paragraph 5.1.

6. ENERGISATION AND DE-ENERGISATION

6.1 On notification from NGESO, a Transmission Owner shall promptly comply with any instruction from NGESO in relation to:

6.1.1 the Energisation of User Equipment (including Restoration Contractor's Equipment) specified in such notice; or

6.1.2 the De-energisation of User Equipment (including Restoration Contractor's Equipment) specified in such notice.

7. PROVISION OF TRAINING

7.1 NGESO and each Transmission Owner, upon reasonable request from the other including, without limitation, as to numbers and duration, provide such nominated personnel as shall be agreed between NGESO and such Transmission Owner and at the expense of the Party providing such training, with training on the processes that NGESO or the Transmission Owner (as appropriate) is required to follow, or that it may otherwise develop, in the discharge of its obligations arising in relation to paragraph 5 of this Part Three.

7.2 Any training provided pursuant to paragraph 7.1 shall be in such form and on such terms as the Party providing such training shall, at its discretion, determine is reasonable and both relevant Parties shall co-operate in the performance of such training. In the case of System Restoration, training would be undertaken in accordance with the requirements of OC9.4.7.6.2 and OC5.7.4.

7.3 Any dispute arising in relation to the provision of, or failure to provide, training pursuant to this paragraph 7, shall be referable to the Authority as a Dispute in accordance with Section H, paragraph 4.1.

8. NATIONAL ELECTRICITY TRANSMISSION SYSTEM PERFORMANCE REPORTING

8.1 NGESO shall discuss and evaluate with each Transmission Owner any proposed changes to the statement ("**Condition C17 Statement**") setting out the criteria by which system availability, security and service quality of the National Electricity Transmission System may be measured pursuant to Standard Condition C17 of its Transmission Licence which may be proposed by NGESO or a Transmission Owner.

8.2 NGESO shall, prior to seeking the approval of the Authority for any change to the Condition C17 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 Standard Condition D3 or Standard Condition E16 as applicable of its Transmission Licence as a consequence of any proposed change to the statement.

8.3 Parties shall agree a timetable for the key stages of the production of the National Electricity Transmission System Performance Report ("**National Electricity Transmission System Performance Report Timetable**") to enable NGESO to meet its obligations for submission of the report to the Authority within the specified timescales of Standard Condition C17. Any failure to agree a National Electricity Transmission System Performance Report Timetable may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

8.4 In the event that NGESO and a Transmission Owner fail to agree a National Electricity Transmission System Performance Report Timetable, or any part thereof, then, subject to the determination of any Dispute referred to the Authority pursuant to paragraph 8.3, the Transmission Owner shall comply with such timetable as NGESO may specify.

8.5 Following the submission of relevant information from each Transmission Owner pursuant to Paragraph 2 of Standard Condition D3 or Standard Condition E16 as applicable of the Transmission Owner's Transmission Licence, NGESO shall provide to each Transmission Owner those parts of the initial draft text of the report produced pursuant to Paragraph 3 of Standard Condition C17 of NGESO's System Operator Licence ("**National Electricity Transmission System Performance 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 National Electricity Transmission System Performance Report requested by a Transmission Owner. Any failure to agree such amendments to the initial draft text of the report may be referred as a Dispute to the Authority in accordance with Section H, paragraph 4.1.

8.6 In the event that NGESO and a Transmission Owner fail to agree any amendments to the initial draft text of the National Electricity Transmission System Performance Report then, subject to the determination of any Dispute referred to the Authority pursuant to paragraph 8.5, NGESO's proposals in respect of such amendments shall prevail.