DATE   _____

NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED (1)

and

[Company name] (2)

_____

FRAMEWORK AGREEMENT FOR THE PROVISION OF

STABILITY MID-TERM MARKET (Y-1) SERVICES

AT THE [FACILITY]

_____

Contract Log No:

THIS FRAMEWORK AGREEMENT is made on the

BETWEEN:

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

(2)   **[COMPANY],** a company registered in [England/Scotland] under company number [NUMBER] whose registered office is at [ADDRESS] (the "**Provider**" which expression shall include its permitted successors and/or assigns),

       each a **"Party"** and together the "**Parties**".

BACKGROUND

(A)   The **Company** has a requirement for **Stability Mid-Term Market Services** and has published on its website a document with the title **"**NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED STANDARD CONTRACT TERMS FOR THE PROVISION OF THE STABILITY MID-TERM MARKET SERVICE" (the "**Standard Contract Terms**").

(B)   The **Provider** has agreed to participate in tenders for **Stability Mid-Term Market Services** on the terms of this **Framework Agreement**.

IT IS AGREED AS FOLLOWS: -

1.   **DEFINITIONS, INTERPRETATION AND CONSTRUCTION**

      Unless the subject matter or context otherwise requires or is inconsistent therewith, and unless defined herein, terms and expressions defined in the **Standard Contract Terms** have the same meanings, interpretations or constructions in this **Framework Agreement**.

2.   **STANDARD CONTRACT TERMS**

      The **Parties** hereby agree to be bound by, and to comply with, the applicable provisions of the **Standard Contract Terms** (as the same may be amended from time to time in accordance with Schedule C thereof (*Change Control Procedure*)) and the rules and procedures set out in the applicable **Stability Mid-Term Market Tender Pack** with respect to the submission of **Stability Tenders** and any **Stability Contract** formed pursuant thereto.

3. **COMMENCEMENT AND TERM**[1]

This **Framework Agreement** shall come into effect on the **Effective Date** and shall continue in full force and effect until termination in accordance with the **Standard Contract Terms**.

4. **PROVISION OF STABILITY MID-TERM MARKET SERVICES**

Without limiting the generality of Clause 2, following a **Tender Submission** by the **Provider**, the issuance of a **Tender Acceptance** by the **Company** and the subsequent formation of each **Stability Contract** pursuant to and in accordance with the **Standard Contract Terms**, the **Provider** hereby agrees to provide the **Stability Mid-Term Market Service** to the **Company** upon and subject to the applicable terms and conditions set out in the **Standard Contract Terms**.

5. **UNDERTAKING OF BONA FIDE TENDER AND NON-CANVASSING**

5.1   The **Provider** hereby undertakes that each of its **Tender Submissions** shall be bona fide and intended to be competitive and that the **Provider** shall not fix or adjust the amount of a **Tender Submission** or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

5.2   The **Provider** also undertakes that neither it, nor any person on its behalf, shall do at any time any of the following acts:-

5.2.1   communicate to a person, with the exception of its professional advisers and the **Company**, the amount or approximate amount of any **Tender Submission**;

5.2.2   enter into any agreement or arrangement with any other person to restrain that other person from submitting a **Tender Submission** or to fix the amount of any **Tender Submission** by that other person;

5.2.3   offer or agree to pay or to give, nor pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any **Stability Mid-Term Market Tender** or proposed **Stability Mid-Term Market Tender**;

5.2.4   canvass or solicit any officer, employee or agent of the **Company** in connection with the award of any **Stability Contract**.

6. **COUNTERPARTS**

This **Framework Agreement** may be executed in any number of counterparts and by the **Parties** on separate counterparts, each of which when executed and delivered shall constitute an original but all the counterparts shall together constitute but one and the same instrument. For the purposes of this Clause 6, the delivery of a facsimile or PDF copy of a signed counterpart of this **Framework Agreement** shall be deemed to be valid signature thereof provided that the **Party** so delivering a facsimile or PDF copy, hereby undertakes to deliver an original copy of this **Framework Agreement** forthwith following facsimile or email transmission.

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[1] For plant requiring a new connection, the Agreement will be conditional on the connection being completed.

7. **VARIATIONS**

7.1 Subject to Clause 7.2 no variations or amendments to this **Framework Agreement** shall be effective unless made in writing and signed by or on behalf of both the **Company** and the **Provider**.

7.2 The **Company** and the **Provider** shall effect any amendment required to be made to this **Framework Agreement** by the **Authority** as a result of a change in the **Transmission Licence** or an order or directions made pursuant to the **Act** or a **Licence** or as a result of settling any of the terms hereof or otherwise as required by this **Framework Agreement** and the **Provider** hereby authorises and instructs the **Company** to make any such amendment on its behalf and undertakes not to withdraw qualify or revoke such authority or instruction at any time.

8. **GOVERNING LAW**

This **Framework Agreement** shall be governed by and construed in all respects in accordance with the laws of England and Wales.

9. **WARRANTY**

Each **Party** warrants and represents to the other that it has full power and authority to enter into this **Framework Agreement** and perform its obligations hereunder.

10. **NOTICES**

For the purposes of this **Framework Agreement**, unless and until otherwise notified by the relevant **Party** to the other, any notice or other communication to be given by the **Company** or the **Provider** to the other under, or in connection with matters contemplated by, this **Framework Agreement** and any **Stability Contract** shall be sent to the address and/or email and marked for the attention of the person named in Schedule 2.

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

SIGNED on behalf of   )

NATIONAL GRID ELECTRICITY SYSTEM   )

OPERATOR LIMITED   )

SIGNED on behalf of   )

[Company Name]   )

SCHEDULE 1

STABILITY COMPENSATION SERVICE

THE FACILITY

Name	BM Unit ID	Location/Address

SCHEDULE 2
NOTICES

The Company's address for service of Notice:

National Grid Electricity System Operator Limited

Markets

Faraday House

Warwick Technology Park

Gallows Hill

Warwick CV34 6DA

For the attention of the Company Secretary

Email address: commercial.operation@nationalgrideso.com

Copy to the Contracts Manager

The Provider's address for service of Notice:

[Address]

Email address: [Address]

SCHEDULE 3 –SUPPLIER LOCATIONS TABLE (SCHEDULE F OF THE STANDARD CONTRACT TERMS)

Table 1: Provider sites and locations

The following table lists the **Provider's** primary locations that are directly supporting the delivery of **Stability Mid-Term Market Services** and therefore have any level of access to the **Company's** systems or data (this could include operational management, cloud hosting, IT support):

Name	Address	Country	Description of Products or Services

Table 2: Sub-tier suppliers and subcontractor table

The following sub-tier providers and subcontractors will have access to the **Company's** systems or data:

Name	Address	Country	Description of Products or Services