

**AGGREGATION VERSION**

**DATED** \_\_\_\_\_ **201[ ]**

**NATIONAL GRID ELECTRICITY TRANSMISSION PLC (1)**

**AND**

**[ ] (2)**

---

**FIRM FREQUENCY RESPONSE AGREEMENT  
(NON-BALANCING MECHANISM PARTICIPANT (NON-DYNAMIC))  
RELATING TO SITE(S) AT [ ]**

---

**[TENDER RULES AND STANDARD CONTRACT TERMS SECTION 4]**

**CONTRACT LOG NO: [ ]**

**SUBJECT TO CONTRACT**

**DRAFT [ ]**

**[DATE]**

**REF: [ ]**

THIS **FIRM FREQUENCY RESPONSE AGREEMENT** is made on the [ ] day of [ ] 201[ ]

## **BETWEEN**

- (1) **NATIONAL GRID ELECTRICITY TRANSMISSION PLC** a company registered in England with number 2366977 whose registered office is at 1-3 Strand, London, WC2N 5EH (“**NGET**”, which expression shall include its successors and/or permitted assigns); and
- (2) [ ] a company registered in [ ] with number [ ] whose registered office is at [ ] (“**Provider**”, which expression shall include its successors and/or permitted assigns).

## **WHEREAS**

- (A) This **Firm Frequency Response Agreement** is entered into in respect of one or more **FFR Units** each comprising one or more **Sites**, in anticipation of the submission by the **Provider** of **FFR Tenders** in respect of such **FFR Units** in accordance with the **Tender Rules and Standard Contract Terms**.
- (B) Accordingly, the applicable provisions of this **Firm Frequency Response Agreement** shall apply with respect to each **FFR Tender** submitted by the **Provider**, and with respect to each relevant **FFR Unit** shall form part of each and any **FFR Contract** formed in relation thereto.
- (C) None of the **FFR Units** are established and registered as a **BM Unit** or a collection or **BM Units** in accordance with the **Balancing and Settlement Code** in respect of which the **Provider** is the **Lead Party**.

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

### **1. DEFINITIONS, INTERPRETATION AND CONSTRUCTION**

Unless the subject matter or context otherwise requires or is inconsistent therewith, and unless defined herein, terms and expressions defined and rules of construction set out in Section 6 of the **Tender Rules and Standard Contract Terms** have the same meanings, interpretations or constructions in this **Firm Frequency Response Agreement**. Unless the subject matter or context otherwise requires or is inconsistent therewith, in this **Firm Frequency Response Agreement** the terms set out in Appendix 1 shall have the meanings set out respectively therein.

### **2. TENDER RULES AND STANDARD CONTRACT TERMS**

2.1 Subject to Sub-Clause 2.2, the **Parties** hereby agree to be bound by, and to comply with, the applicable provisions of the **Tender Rules and Standard Contract Terms** with respect to the submission of **FFR Tenders** and any **FFR Contract** formed pursuant thereto, in each case insofar as relating to the provision of Non-dynamic **Firm Frequency Response** as described in Section 4 of the **Tender Rules and Standard Contract Terms** (and for the purpose of this **Firm Frequency Response Agreement** “**FFR Contract**” shall be construed accordingly).

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

2.3 The **Provider** agrees that the relevant provisions as to determination of the payments to be made between **NGET** and the **Provider** in consequence of events of default set out in Section 4 of the **Tender Rules and Standard Contract Terms** reflect the legitimate interest of **NGET** as **Great Britain System Operator** in ensuring compliance by the **Provider** with the **Tender Rules and Standard Contract Terms**, and furthermore are reasonable in light of **NGET**'s roles and responsibilities in such capacity and the anticipated harm and the difficulty of estimating or calculating actual damages. The **Provider** accordingly waives the right to contest those provisions as an unreasonable penalty or otherwise.

### 3. **COMMENCEMENT AND TERM**

3.1 This **Firm Frequency Response Agreement** shall come into force on the date hereof and shall continue in force and effect until terminated by either **Party** by not less than two months notice in writing to the other (but not so as to expire during the subsistence of any **FFR Contract** in respect of any **FFR Unit**) or until earlier termination in accordance with the **Tender Rules and Standard Contract Terms**.

3.2 In accordance with the **Tender Rules and Standard Contract Terms**, this **Firm Frequency Response Agreement** may terminate in respect of one or more of the **FFR Units**, and such termination shall be without prejudice to the continuing effect of the **Firm Frequency Response Agreement** in relation to any other **FFR Units**.

### 4. **PROVISION OF FIRM FREQUENCY RESPONSE**

Without limiting the generality of Sub-Clause 2.1, upon the formation of each **FFR Contract** pursuant to and in accordance with the **Tender Rules and Standard Contract Terms**, the **Provider** hereby agrees to provide **Firm Frequency Response** to **NGET** from the relevant **FFR Unit(s)** upon and subject to the provisions of this Clause 4, Section 4 and the other applicable terms and conditions set out in the **Tender Rules and Standard Contract Terms** and by reference to Clause 5.

### 5. **PRE-SET LEVELS AND ASSOCIATED RESPONSE DATA**

For the purposes of each and every **FFR Tender** in respect of any **FFR Unit**, the **Parties** hereby agree that the **Pre-Set Levels**, **Automatic Response Energy Deliverable** and **Maximum Automatic Response Energy Available** shall be as set out in Appendix 4.

### 6. **AGGREGATION AND SUBSTITUTION OF FFR UNITS**

For the purposes of the **Tender Rules and Standard Contract Terms** and the provisions of this **FFR Agreement**, the **Parties** hereby agree that:

- (a) the term "**Aggregated Facility**" shall mean any of the notional facilities specified in Part 2 of Appendix 3 to which one or more **FFR Units** may from time to time be allocated or re-allocated by the **Provider** in accordance with the provisions of Appendix 7 for the purposes of enabling **Firm Frequency Response** to be made available and despatched from such **FFR Units** on an aggregated basis via such **Aggregated Facility** and which together shall (if the subject of a **FFR Contract**) comprise the **Contracted FFR Unit** for the purpose of the **Tender Rules and Standard Contract Terms**;

- (b) the **Provider** may from time to time nominate a new **FFR Unit** (“**New FFR Unit**”) for the purposes of allocation to an **Aggregated Facility** following **NGET’s** acceptance of such **New FFR Unit** pursuant to and in accordance with the provisions set out in Appendix 7; and
- (c) the **FFR Units** (if any) shown in Appendix 5 shall be suitable for nomination by the **Provider** as **Substitute FFR Units** under and in accordance with the provisions of the **Tender Rules and Standard Contract Terms**, although such inclusion in Appendix 5 shall not prejudice the discretion of **NGET** to accept or decline any nomination made by the **Provider**.

7. **PROVIDER’S AGENT**

In accordance with paragraph 5.16 of the **Tender Rules and Standard Contract Terms**, and unless and until otherwise notified by the **Provider** pursuant thereto, the details (if any) set out in Appendix 6 designate an **FFR Provider’s Agent** for the purposes of all **FFR Contracts**, and where so designated the provisions of Appendix 6 shall apply.

8. **VARIATIONS**

No variation to this **Firm Frequency Response Agreement** shall be effective unless made in writing and signed by or on behalf of both **NGET** and the **Provider**.

9. **NOTICES**

For the purposes of this **Firm Frequency Response Agreement**, unless and until otherwise notified by the relevant **Party** to the other in accordance with paragraph 5.8 of the **Tender Rules and Standard Contract Terms**, any notice or other communication to be given in writing by **NGET** or the **Provider** to the other under, or in connection with matters contemplated by, this **Firm Frequency Response Agreement** shall be sent to the following address and/or facsimile number and marked for the attention of the person named below:

<b>NGET:</b>	Contract Services National Grid Electricity Transmission plc National Grid House Warwick Technology Park Gallows Hill Warwick CV34 6DA Facsimile number: For the attention of: The Company Secretary Copy to: The Contract Services Manager Facsimile number:
<b>Provider:</b>	Address:[

Facsimile number:

For the attention of:]

10. **COUNTERPARTS**

This **Firm Frequency Response Agreement** may be signed in any number of counterparts and by the **Parties** on separate counterparts, each of which when signed shall constitute an original but all the counterparts shall together constitute but one and the same instrument. For the purposes of this Clause 10, the delivery of a facsimile copy of a signed counterpart of this **Firm Frequency Response Agreement** shall be deemed to be a valid signature thereof provided that the **Party** so delivering a facsimile hereby undertakes to deliver an original copy of this **Firm Frequency Response Agreement** forthwith following such facsimile transmission.

DRAFT

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

**SIGNED** on behalf of )

**NATIONAL GRID** )

**ELECTRICITY TRANSMISSION plc** )

**SIGNED** on behalf of )

[ ] )

DRAFT

## APPENDIX 1 – FURTHER DEFINITIONS

<b>“Aggregated Facility”</b>	has the meaning given in Clause 6(a);
<b>“Allocated”</b>	means, in relation to an <b>FFR Unit</b> , allocated at the relevant time to an <b>Aggregated Facility</b> in accordance with the provisions of Appendix 7 and <b>“Unallocated”</b> shall be construed accordingly;
<b>“Allocation Notification”</b>	has the meaning given in Paragraph 2.2 of Appendix 7;
<b>“Commencement Date”</b>	the date being the <b>Service Day</b> from which this <b>Firm Frequency Response Agreement</b> shall apply as specified in Clause 3;
<b>“Tender Rules and Standard Contract Terms”</b>	the document entitled “Firm Frequency Response Tender Rules and Standard Contract Terms” published by <b>NGET</b> and as revised from time to time in accordance with its terms; and
<b>“New FFR Unit”</b>	has the meaning given in Clause 6(b).

**APPENDIX 2 – SPECIAL CONDITIONS**

DRAFT



**APPENDIX 3 – FFR UNITS AND AGGREGATED FACILITY**

**Part 1 – FFR Units**

**Part 2 – Aggregated Facility**

	<b>Aggregated Facility ID</b>	<b>Allocated FFR Units</b>
<b><u>Aggregated Facility</u></b>	[                      ]	

**APPENDIX 4 – PRE-SET LEVELS AND AGREED DELIVERY TIMESCALES**

**FFR Unit:**

Pre-Set Level(s) (Hz)	Automatic Response Energy Deliverable (MW)			Part Point applicable) (MW)	Load (if applicable)	Maximum Available Output (if applicable) (MW)*	Maximum Available Demand (if applicable) (MW)**
	Automatic Response delivered by 5 seconds	Automatic Response delivered by 10 seconds	Automatic Response delivered by 30 seconds				

\* For Low Frequency Generation increase

\*\* For High Frequency Demand increase

DRAFT

**APPENDIX 5 – SUBSTITUTE FFR UNITS**

<b>FFR Unit</b>	<b>Suitable Substitute FFR Unit</b>

DRAFT

**APPENDIX 6 – PROVIDER’S AGENT**

[NOT USED]

**[FFR Provider’s Agent**

Name:

Address:

Contact Details:

In connection with each and every **FFR Contract**, the **Provider’s Agent** is hereby authorised by the **Provider** to:

- i. make and receive on behalf of the **Provider** all notifications with respect to window nominations and revisions, pursuant to paragraphs 4.2 and 4.3;
- ii. notify **NGET** on behalf of the **Provider** of any inability (and resumption of ability) to provide **Firm Frequency Response** pursuant to paragraph 4.4;
- iii. receive payment on behalf of the **Provider** for the **Window Revision Fee** (if any) and the **Response Energy Payment** pursuant to paragraph 4.5;
- iv. make on behalf of the **Provider** all notifications with respect to substitution of **Contracted FFR Units** pursuant to paragraph 4.8;
- v. notify **NGET** on behalf of the **Provider** of the **Provider’s** intention to enter into an arrangement which could impair the **Provider’s** ability to provide **Firm Frequency Response** pursuant to paragraph 4.12;
- vi. provide to **NGET** on behalf of the **Provider** all information and reasonable assistance necessary for **NGET** to derive required output data; and
- vii. receive notification on behalf of the **Provider** from **NGET** or on **NGET’s** behalf that a **Contracted FFR Unit** does not have capability to provide **Firm Frequency Response** pursuant to paragraph 4.14.

All references above to paragraphs shall be to paragraphs in the **Tender Rules and Standard Contract Terms.**]

**APPENDIX 7 – NEW FFR UNITS, ALLOCATION AND RE-ALLOCATION OF FFR UNITS  
TO AN AGGREGATED FACILITY**

*Introduction of New FFR Units*

1. The **Provider** may from time to time, with **NGET**'s written consent, propose a **New FFR Unit** in accordance with the following provisions:
  - 1.1 each **New FFR Unit** proposed by the **Provider** shall be detailed in the form specified in Appendix 8 and submitted by the **Provider** to **NGET** by facsimile;
  - 1.2 each notice shall be signed by the **Provider** and counter-signed by or on behalf of the owner or operator of the proposed **New FFR Unit**;
  - 1.3 the proposed **New FFR Unit** shall then be subject to approval by **NGET** (at its sole discretion) and subject to passing a **FFR Pre-Qualification Assessment** and, to the extent required by **NGET**, **Reproving Test** in accordance with the provisions of Section 7 of the **Tender Rules and Standard Contract Terms** and, for the avoidance of doubt, Section 7 shall apply in respect of such **New FFR Unit**. If so approved, the notice form shall be counter-signed by or on behalf of **NGET** and returned to the **Provider** by facsimile; and
  - 1.4 the proposed **New FFR Unit** shall be eligible for the purposes of allocation to an **Aggregated Facility** in accordance with this Appendix 7 from the date such notice referred to in Paragraph 1.3 above is countersigned and returned by **NGET** to the **Provider**.

*Allocation and re-allocation*

- 2.1 It is agreed by the **Parties** that for the purposes of each and any **FFR Tender** or **FFR Contract** with respect to an **Aggregated Facility**, the **Provider** may:
  - 2.1.1 allocate to that **Aggregated Facility** one or more **FFR Units** which are at that time **Unallocated**; or
  - 2.1.2 re-allocate to that **Aggregated Facility** any **FFR Unit** that at that time is already allocated to another **Aggregated Facility**,and in each case in accordance with the procedure set out in Paragraph 2.2.
- 2.2 Any such allocation or re-allocation of an **FFR Unit** to an **Aggregated Facility** shall be notified by the **Provider** in the form specified in Appendix 9 (an "**Allocation Notification**") in accordance with Paragraph 2.3.
- 2.3 An **Allocation Notification** shall only be valid if:
  - 2.3.1 received by **NGET** not later than 14.00 hours on the Wednesday immediately preceding commencement of the **Tendered Service Week** or **Tendered Service Month** in which the allocation or reallocation is expressed to take effect;
  - 2.3.2 **NGET** is satisfied that appropriate communications and metering equipment have been installed at the **FFR Unit** to be allocated to the **Aggregated Facility** to enable the instruction and monitoring of the delivery of **Firm Frequency Response** from the **Aggregated Facility**; and

- 2.3.3 an aggregation methodology (approved by **NGET**) has been developed by the **Provider** to determine the provision of **Firm Frequency Response** from the **Aggregated Facility**.
- 2.4 With respect to each valid **Allocation Notification**, **NGET** shall confirm the same by counter-signing the **Allocation Notification** and returning it to the **Provider** by facsimile no later than 09.00 hours on the Friday immediately preceding the relevant **Tendered Service Week** or **Tendered Service Month** in which the allocation or re-allocation is expressed to take effect.
- 2.5 The **Provider** may not make in excess of twenty five (25) **Allocation Notifications** during any period of twelve (12) calendar months provided always that any confirmation by **NGET** of a valid **Allocation Notification** pursuant to Paragraph 2.3 shall be effective and conclusive in confirming the same notwithstanding that such limit is thereby exceeded.
- 2.6 If an **Allocation Notification** does not meet the requirements of Paragraph 2.3, then it shall be invalid and treated as if it were never submitted.

*Removal of **Unallocated FFR Units***

- 3.1 The **Parties** may agree in writing from time to time that an **Unallocated FFR Unit** shall be removed from this **Firm Frequency Response Agreement** and cease to be eligible for the purposes of allocation or reallocation in accordance with this Appendix 7. Any such notice shall be notified in the form specified in Appendix 10 and submitted by the **Provider** to **NGET** by facsimile.
- 3.2 Such proposed removal shall then be subject to approval by **NGET** (at its sole discretion) within five (5) days of receiving the notice referred to in Paragraph 3.1 above, and duly counter-signed by or on behalf of **NGET** and returned to the **Provider** by facsimile.

**APPENDIX 8 – INTRODUCTION OF NEW FFR UNIT**

**FORM OF REQUEST FOR NEW FFR UNIT**

**From:** [       ] **Fax:** [       ]  
**To:** **National Grid, Contracts & Settlements** **Fax:** 01926 656613  
**Date:** ..... **Time:** .....

In accordance with Appendix 7 of the **Firm Frequency Response Agreement**, this is a proposal to introduce the following new **FFR Unit**:-

**OPERATIONAL DETAILS FOR NEW FFR UNIT**

FFR Unit	
FFR Unit owner address and contact details	
FFR Unit operator (if different) consenting to this request	
Site address & co-ordinates	
Technical / site contact (contact name and telephone number of both duty and standby personnel)	
Capacity (MW)	
Make of Meter	
Model of Meter	
Serial Number of Meter	
Accuracy Class of the Meter	

**CONFIRMATION BY PROVIDER:**

Signed by: .....(signature) Name: .....

For and on behalf of [       ]

.....

**CONFIRMATION BY OWNER/OPERATOR:**

We, the undersigned, hereby acknowledge and undertake to National Grid Electricity Transmission plc as follows:

- (i) we are the owner and/or operator and/or site owner of the **FFR Unit** described above, and the information set out above is true and accurate;
- (ii) we have agreed terms with the **Provider** referred to above in order to facilitate the availability and despatch of **Firm Frequency Response** from the **FFR Unit** described above;
- (iii) we hereby grant to National Grid Electricity Transmission plc and its agents and contractors audit and inspection rights to the **FFR Unit** (upon not less than 5 Business Days notice) for the purposes of the provision of **Firm Frequency Response**; and
- (iv) we hereby agree that we shall hold confidential and not disclose to any person, upon the terms of paragraph 5.6 of the Standard Contract Terms, all and any information disclosed to us by the **Provider** under the **Firm Frequency Response Agreement**.

Signed by: .....(signature) Name: .....

For and on behalf of [ ]

.....  
**(National Grid Only)**

<b>The above amendment(s) shall take effect on :-</b>	..... (DD/MM/YY)
---	---------------------

**From:** National Grid, Contracts & Settlements      **Fax:** 01926 656612  
**To:** [ ]      **Fax:** [ ]  
**Date:** .....      **Time:** .....

We APPROVE/REJECT\* (\*deleted as appropriate) your proposed introduction of a new **FFR Unit** as set out above. [We further agree to comply with the owner/operator’s reasonable health, safety, environmental and security policies that we are made aware of in writing when we audit an **FFR Unit** provided that such policies do not affect our ability to carry out the audit.]

**Signed by:** .....(signature) **Name:** .....

For and on behalf of National Grid Electricity Transmission plc



**APPENDIX 9 – ALLOCATION OR RE-ALLOCATION OF AN FFR UNIT**

**From:**

**Fax:**

**To: National Grid, Contracts & Settlements      Fax: 01926 656612**

**Date:** .....

**Time:** .....

In accordance with Appendix 7 of the **Firm Frequency Response Agreement**, the following **FFR Unit** shall be allocated or re-allocated to the below mentioned **Aggregated Facility** as follows:

<b>FFR UNIT</b>	<b>FROM AGGREGATED FACILITY</b>	<b>TO AGGREGATED FACILITY</b>	<b>LOCATION</b>	<b>CAPACITY (MW)</b>
<b>TOTAL</b>				<b>MW</b>

<b>The above amendment(s) shall take effect on:</b>	.....(DD/MM/YY)
---	-----------------

Signed by: .....  
(signature)

Name: .....

For and on behalf of: .....

.....

**From: National Grid, Contracts & Fax: 01926 656612  
Settlements**

**To:**

**Fax:**

**Date:** .....

.....

**Time:**

In accordance with Paragraph 2.4 of Appendix 7 of the **Firm Frequency Response Agreement**, we **ACKNOWLEDGE AS VALID/REJECT AS INVALID** \* (\*delete as appropriate) your notice of allocation or re-allocation of the **FFR Unit** as set out in the above table.

Signed by: .....

Name: .....

(signature)

For and on behalf of National Grid Electricity Transmission plc

**APPENDIX 10 – REQUEST TO REMOVE FFR UNIT**

**From:**

**Fax:**

**To: National Grid, Contracts & Settlements**

**Fax: 01926 656612**

**Date:** .....

**Time:** .....

In accordance with Appendix 7 of the **Firm Frequency Response Agreement**, this is a proposal to remove the following **Unallocated FFR Unit** from the **Firm Frequency Response Agreement**:-

FFR UNIT	LOCATION	CAPACITY (MW)	REASON FOR REMOVAL

<p><b>The above amendment(s) shall take effect on:</b></p>	<p>.....(DD/MM/YY)</p>
--	------------------------

Signed by: .....  
(signature)

Name: .....

For and on behalf of: .....

**CONFIRMATION BY OWNER/OPERATOR:**

We, the undersigned, hereby acknowledge and undertake to National Grid Electricity Transmission plc that we are the owner and/or operator of the **FFR Unit** described above, and the information set out above is true and accurate;

**Signed by:** .....(signature) **Name:** .....

For and on behalf of [            ]

.....

.....

**(National Grid Only)**

<b>The above amendment(s) shall take effect on :-</b>	..... (DD/MM/YY)
---	---------------------

**From:** National Grid, Contracts & Settlements **Fax:** 01926 656612  
**To:** [            ] **Fax:** [    ]  
**Date:** ..... **Time:** .....

In accordance with Paragraph 3.2 of Appendix 7 of the **Firm Frequency Response Agreement**, we APPROVE/REJECT\* (\*delete as appropriate) your proposal as set out above.

**Signed by:** .....(signature) **Name:** .....

For and on behalf of National Grid Electricity Transmission plc