

## **Amendments for consultation**

**a) Grid Code**

**b) Connection and Use of System Code (CUSC)**

**c) System Operator/Transmission Owner Code (STC)**

**d) Balancing Services Agreements (BSA)**

## a) Grid Code proposed drafting

### 1. Change Co-Ordination

Amend paragraph GC.4.5 as follows:

GC.4.5 NGET shall establish (and, where appropriate, revise from time to time) joint working arrangements with the STC Committee, the Authority and the Secretary of State to facilitate the identification, co-ordination, making and implementation of changes to the STC, Capacity Market Rules or the AF Rules (as applicable)<sup>1</sup> consequent on an amendment to the Grid Code in a full and timely manner. These working arrangements shall be such as enable the consideration development and evaluation of proposed amendments to the Grid Code to proceed in a full and timely manner and enable changes to the STC, Capacity Market Rules and AF Rules consequent on an amendment to the Grid Code to be made and given effect wherever possible (subject to any necessary consent of the Authority) at the same time as such approved amendment is made and given effect.

Insert the following definition in paragraph GD.1, in the correct alphabetical order:

GD.1

<b><u>AF Rules</u></b>	<u>The Allocation Framework referred to in The Contracts for Difference (Allocation) Regulations 2014.</u>
<b><u>Capacity Market Rules</u></b>	<u>Has the meaning given to “the Rules” in The Electricity Capacity Regulations 2014.</u>

### 2. Data Flows

Amend paragraph PC.5.4 as follows:

PC.5.4 Committed Project Planning Data

Once the offer for a CUSC Contract is accepted, the data relating to the User Development already submitted as Preliminary Project Planning Data, and subsequent data required by NGET under this PC, will become Committed Project Planning Data. Once an Embedded Person has entered into an Embedded Development Agreement, as notified to NGET by the Network Operator, the data relating to the Embedded Development already submitted as Preliminary Project Planning Data, and subsequent data required by NGET under the PC, will become Committed Project Planning Data. Such data, together with Connection Entry Capacity and Transmission Entry Capacity data from the CUSC Contract and other data held by NGET relating to the National Electricity Transmission System will form the background against which new applications by any User will be considered and against which planning of the National Electricity Transmission System will be undertaken. Accordingly, Committed Project Planning Data, Connection Entry Capacity and Transmission Entry Capacity data will not be treated as confidential to the extent that NGET:

- (a) is obliged to use it in the preparation of the Seven Year Statement and in any further information given pursuant to the Seven Year Statement;

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<sup>1</sup> The AF Rules have not yet been finalised. The reference to them in GC.4.5 assumes that changes made to the Grid Code may impact on the AF Rules.

- (b) is obliged to use it when considering and/or advising on applications (or possible applications) of other Users (including making use of it by giving data from it, both orally and in writing, to other Users making an application (or considering or discussing a possible application) which is, in NGET's view, relevant to that other application or possible application);
- (c) is obliged to use it for operational planning purposes;
- (d) is obliged under the terms of an Interconnection Agreement to pass it on as part of system information on the Total System;
- (e) is obliged to disclose it under the STC;
- (f) is obliged to use and disclose it in the preparation of the Offshore Development Information Statement;
- (g) is obliged to use it in order to carry out its EMR Functions or is obliged to disclose it under an EMR Document.

To reflect different types of data, Preliminary Project Planning Data and Committed Project Planning Data are themselves divided into:

- (a) those items of Standard Planning Data and Detailed Planning Data which will always be forecast, known as Forecast Data; and
- (b) those items of Standard Planning Data and Detailed Planning Data which relate to Plant and/or Apparatus which upon connection will become Registered Data, but which prior to connection, for the seven succeeding Financial Years, will be an estimate of what is expected, known as Estimated Registered Data.

Amend paragraph PC.5.6 as follows:

PC.5.6 Connected Planning Data, together with Connection Entry Capacity and Transmission Entry Capacity data from the CUSC Contract, and other data held by NGET relating to the National Electricity Transmission System, will form the background against which new applications by any User will be considered and against which planning of the National Electricity Transmission System will be undertaken. Accordingly, Connected Planning Data, Connection Entry Capacity and Transmission Entry Capacity data will not be treated as confidential to the extent that NGET:

- (a) is obliged to use it in the preparation of the Seven Year Statement and in any further information given pursuant to the Seven Year Statement;
- (b) is obliged to use it when considering and/or advising on applications (or possible applications) of other Users (including making use of it by giving data from it, both orally and in writing, to other Users making an application (or considering or discussing a possible application) which is, in NGET's view, relevant to that other application or possible application);
- (c) is obliged to use it for operational planning purposes;
- (d) is obliged under the terms of an Interconnection Agreement to pass it on as part of system information on the Total System;
- (e) is obliged to disclose it under the STC;

(f) is obliged to use it in order to carry out its EMR Functions or is obliged to disclose it under an EMR Document.

Amend paragraph GC.12 as follows:

GC.12 CONFIDENTIALITY

GC.12.1 Users should note that although the Grid Code contains in certain sections specific provisions which relate to confidentiality, the confidentiality provisions set out in the CUSC apply generally to information and other data supplied as a requirement of or otherwise under the Grid Code. To the extent required to facilitate the requirements of the EMR Documents, Users that are party to the Grid Code but are not party to the CUSC Framework Agreement agree that the confidentiality provisions of the CUSC are deemed to be imported into the Grid Code.

GC.12.2 NGET has obligations under the STC to inform Relevant Transmission Licensees of certain data. NGET may pass on User data to a Relevant Transmission Licensee where:

- (a) NGET is required to do so under a provision of Schedule 3 of the STC; and/or
- (b) permitted in accordance with PC.3.4, PC.3.5 and OC2.3.2.

GC.12.3 NGET has obligations under the EMR Documents to inform EMR Administrative Parties of certain data. NGET may pass on User data to an EMR Administrative Party where NGET is required to do so under an EMR Document.

GC.12.4 NGET may use User data for the purpose of carrying out its EMR Functions.

Insert the following definition in paragraph GD.1, in the correct alphabetical order:

GD.1

<u>CfD Counterparty</u>	<u>A person designated as the “CfD counterparty” under section 7(2) of the Energy Act 2013</u>
<u>CfD Settlement Services Provider</u>	<u>[define by cross-referencing the appointment or designation of the CfD Settlement Services Provider under the relevant CfD document]</u>
<u>Delivery Body</u>	<u>Has the meaning set out in The Electricity Capacity Regulations 2014.</u>
<u>EMR Administrative Parties</u>	<u>Has the meaning given to “administrative parties” in The Electricity Capacity Regulations 2014 and the CfD Counterparty and the CfD Settlement Services Provider.</u>
<u>EMR Documents</u>	<u>The Energy Act 2013, The Electricity Capacity Regulations 2014, The Electricity Capacity (Payment)</u>

Regulations 2014, The Capacity Market Rules, any regulation or instrument made under or pursuant to Chapter 2 (contracts for difference), Chapter 3 (capacity market) or Chapter 4 (investment contracts) of Part 2 of the Energy Act 2013 [and The Contracts for Difference (Allocation) Regulations 2014, The Contracts for Difference (Supplier Obligation) Regulations 2014, the AF Rules]<sup>2</sup>

EMR Functions

Has the meaning given to “EMR functions” in Chapter 5 of the Energy Act 2013.

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<sup>2</sup> The appropriateness of including the CfD documents in the definition on 'EMR Documents' will need to be further considered once those documents (and in particular the AF Rules) have been further developed.

## b) CUSC proposed drafting

### 1. Change Co-Ordination

Amend paragraph 8.15 as follows:

#### 8.15 CHANGE CO-ORDINATION

- 8.15.1 The Code Administrator shall establish (and, where appropriate, revise from time to time) joint working arrangements for change co-ordination with each Core Industry Document Owner, ~~and with the STC committee, the Authority and with the Secretary of State~~ to facilitate the identification, co-ordination, making and implementation of change to Core Industry Documents, ~~and the STC, the Capacity Market Rules and the AF Rules<sup>3</sup>~~ consequent on a CUSC Modification, including, but not limited to, changes that are appropriate in order to avoid conflict or inconsistency as between the CUSC and any Core Industry Document, ~~and the STC, the Capacity Market Rules and the AF Rules~~, in a full and timely manner.
- 8.15.2 The working arrangements referred to in Paragraph 8.15.1 shall be such as to enable the consideration, development and evaluation of CUSC Modification Proposals, and the implementation of Approved CUSC Modifications, to proceed in a full and timely manner and enable changes to Core Industry Documents, ~~and the STC, the Capacity Market Rules and the AF Rules~~ consequent on an amendment to be made and given effect wherever possible (subject to any necessary consent of the Authority) at the same time as such CUSC Modification is made and given effect.

Insert the following definitions in paragraph 11.3, in the correct alphabetical order:

#### 11.3

<u>“AF Rules”</u>	<u>The Allocation Framework referred to in The Contracts for Difference (Allocation) Regulations 2014.</u>
<u>“Capacity Market Rules”</u>	<u>Has the meaning given to “the Rules” in The Electricity Capacity Regulations 2014.</u>

### 2. Data Flows

Amend paragraph 4.1.2.10 as follows:

#### Disclosure and Use of Information

- 4.1.2.10 Each User hereby consents to the disclosure and use by The Company of data and other information relating to the provision by that User of the Obligatory Reactive Power Service and the relevant provisions of the Mandatory Services Agreement relating thereto to the extent necessary to enable The Company to comply with its obligations set out in the CUSC.

Each User hereby consents to the disclosure and use by The Company of data and other information from any year relating to the provision by that User of the Balancing Service to the extent necessary to enable The Company to carry out its EMR Functions.

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<sup>3</sup> The AF Rules have not yet been finalised. The reference to them in 8.15 assumes that changes made to the Grid Code may impact on the AF Rules.

Insert a new paragraph 4.1.3.23 as follows:

4.1.3.23 Each User hereby consents to the disclosure and use by The Company of data and other information from any year relating to the provision by that User of the Balancing Service to the extent necessary to enable The Company to carry out its EMR Functions.

Insert a new paragraph 4.2.12.4 as follows:

4.2.12.4 Each User hereby consents to the disclosure and use by The Company of data and other information from any year relating to the provision by that User of the Balancing Service to the extent necessary to enable The Company to carry out its EMR Functions.

Insert a new paragraph 4.2A.8 as follows:

**4.2A.8 Disclosure and Use of Information**

Each User hereby consents to the disclosure and use by The Company of data and other information from any year relating to the provision by that User of the Balancing Service to the extent necessary to enable The Company to carry out its EMR Functions.

Insert a new paragraph 4.2B.4 as follows:

**4.2B.4 Disclosure and Use of Information**

Each User or other person who provides Balancing Services to the Company hereby consents to the disclosure and use by The Company of data and other information from any year relating to the provision by that User or other person of the Balancing Service to the extent necessary to enable The Company to carry out its EMR Functions.

Amend paragraph 6.7.1 as follows:

6.7.1 Each User consents to The Company having access to and copies of all meter readings taken from Energy Metering Equipment pursuant to the Balancing and Settlement Code in any Financial Year for the purposes of calculating Connection Charges and Use of System Charges due from Users or for the purpose of operating the National Electricity Transmission System or of carrying out its EMR Functions. Such access and copies shall be obtained from the relevant BSC Agent appointed under the Balancing and Settlement Code from time to time provided always that if the relevant BSC Agent fails to provide such access and copies at The Company's request the User shall supply any such meter readings in the possession of the User direct to The Company.

Amend paragraph 6.15 as follows:

**6.15 Confidentiality**

**6.15.1 Confidentiality for The Company and its subsidiaries**

6.15.1.1 The Company and its subsidiaries in each of their capacities in the CUSC shall secure that Protected Information is not:

- (a) divulged by Business Personnel to any person unless that person is an Authorised Recipient;

- (b) used by Business Personnel for the purposes of obtaining for The Company or any of its subsidiaries or for any other person:
  - (i) any electricity licence; or
  - (ii) any right to purchase or otherwise acquire (including to enter into or acquire the benefit of a contract conferring rights or obligations, including rights or obligations by way of option, in relation to or by reference to the sale, purchase or delivery of electricity at any time or the price at which electricity is sold or purchased at any time), or to distribute electricity; or
  - (iii) any contract or arrangement for the supply of electricity to Customers or Suppliers; or
  - (iv) any contract for the use of any electrical lines or electrical plant belonging to or under the control of a Public Distribution System Operator, except and to the extent that The Company is required to do so pursuant to a request by a User in its application for connection to the National Electricity Transmission System at a Connection Site located Offshore; or
  - (v) control of any body corporate which, whether directly or indirectly, has the benefit of any such licence, contract or arrangement; and
- (c) used by Business Personnel for the purpose of carrying on any activities other than Permitted Activities except with the prior consent in writing of the CUSC Party to whose affairs such Protected Information relates.

6.15.1.2 Nothing in Paragraph 6.15.1.1 shall apply:

- (a) to any Protected Information which, before it is furnished to Business Personnel, is in the public domain; or
- (b) to any Protected Information which, after it is furnished to Business Personnel:
  - (i) is acquired by The Company or any subsidiary of The Company in circumstances in which Paragraph 6.15.1 does not apply; or
  - (ii) is acquired by The Company or any subsidiary of The Company in circumstances in which Paragraph 6.15.1.1 does apply and thereafter ceases to be subject to the restrictions imposed by such Paragraph; or
  - (iii) enters the public domain, and in any such case otherwise than as a result of a breach by The Company or any subsidiary of The Company of its obligations in Paragraph 6.15.1.1, or a breach by the person who disclosed the Protected Information of that person's confidentiality obligation and The Company or any of its subsidiaries is aware of such breach; or



- (c) to the disclosure of any Protected Information to any person if The Company or any subsidiary of The Company is required or expressly permitted to make such disclosure to such person:
  - (i) in compliance with the duties of The Company or any subsidiary under the Act or any other requirement of a Competent Authority; or
  - (ii) in compliance with the conditions of the Transmission Licence or any document referred to in the Transmission Licence with which The Company or any subsidiary of The Company is required by virtue of the Act or the Transmission Licence to comply; or
  - (iii) in compliance with any other requirement of law; or
  - (iv) in response to a requirement of any stock exchange or regulatory authority or the Panel on Take-overs and Mergers; or
  - (v) pursuant to the Arbitration Rules for the Electricity Arbitration Association or pursuant to any judicial or other arbitral process including where determination is by an expert or tribunal having jurisdiction in relation to The Company or any of its subsidiaries; or
  - (vi) in compliance with the requirements of section 35 of the Act and with the provisions of the Fuel Security Code; or
  - (vii) pursuant to an EMR Document and if an EMR Document requires the disclosure of data from previous years, The Company may disclose that data also; or
- (d) to any Protected Information to the extent that The Company or any of its subsidiaries is expressly permitted or required to disclose that information under the terms of any agreement or arrangement (including the CUSC, the Grid Code, the Distribution Codes and the Fuel Security Code) with the CUSC Party to whose affairs such Protected Information relates.

6.15.1.3 The Company and each of its subsidiaries may use all and any information or data supplied to or acquired by it, from or in relation to Users in performing Permitted Activities including for the following purposes:

- (a) the operation and planning of the National Electricity Transmission System;
- (b) the calculation of charges and preparation of offers of terms for connection to or use of the National Electricity Transmission System;
- (c) the operation and planning in relation to the utilisation of Balancing Services and the calculation of charges therefor;
- (d) the provision of information under the British Grid Systems Agreement and EdF Documents, and may pass the same to subsidiaries of The Company which carry out such activities and

the CUSC Parties agree to provide all information to The Company and its subsidiaries for such purposes.

6.15.1.3A In addition, and without prejudice, to the provisions of paragraph 6.15.1.3, The Company and each of its subsidiaries may use all and any information or data supplied to or acquired by it in any year, from or in relation to Users, for the purpose of carrying out its EMR Functions.

6.15.1.4 The Company undertakes to each of the other CUSC Parties that, having regard to the activities in which any Business Person is engaged and the nature and effective life of the Protected Information divulged to him by virtue of such activities, neither The Company nor any of its subsidiaries shall unreasonably continue (taking into account any industrial relations concerns reasonably held by it) to divulge Protected Information or permit Protected Information to be divulged by any subsidiary of The Company to any Business Person:

- (a) who has notified The Company or the relevant subsidiary of his intention to become engaged as an employee or agent of any other person (other than of The Company or any subsidiary thereof) who is:
  - (i) authorised by licence or exemption to generate, transmit, distribute or supply electricity; or
  - (ii) an electricity broker or is known to be engaged in the writing of electricity purchase contracts (which shall include the entering into or acquiring the benefit of a contract conferring rights or obligations including rights and obligations by way of option, in relation to or by reference to the sale, purchase or delivery of electricity at any time or the price at which electricity is sold or purchased at any time); or
  - (iii) known to be retained as a consultant to any such person who is referred to in (i) or (ii) above; or
- (b) who is to be transferred to the Generation Business, save where The Company or such subsidiary could not, in all the circumstances, reasonably be expected to refrain from divulging to such Business Person Protected Information which is required for the proper performance of his duties.

6.15.2 Without prejudice to the other provisions of this Paragraph 6.15 The Company shall procure that any additional copies made of the Protected Information whether in hard copy or computerised form, will clearly identify the Protected Information as protected.

6.15.3 The Company undertakes to use all reasonable endeavours to procure that no employee is a Corporate Functions Person unless the same is necessary for the proper performance of his duties.

6.15.4 Without prejudice to Paragraph 6.15.1.3, The Company and each of its subsidiaries may use and pass to each other all and any period metered demand data supplied to or acquired by it and all and any information and data supplied to it pursuant to OC6 of the Grid Code for the purposes of Demand Control (as defined in the Grid Code), but in each case only for the purposes of its estimation and calculation from time to time of the variable "system maximum ACS demand" (as defined in the Transmission Licence).

- 6.15.5 Any information regarding, or data acquired by the relevant BSC Agent or its agent from Energy Metering Equipment at Sites which are a point of connection to a Distribution System shall and may be passed by the relevant BSC Agent or his agent to the operator of the relevant Distribution System. The said operator of the relevant Distribution System may only use the same for the purposes of the operation of such Distribution System and the calculation of charges for use of and connection to the Distribution System.

Confidentiality other than for The Company and its subsidiaries

- 6.15.6 Each User undertakes with each other User and with The Company and its subsidiaries that it shall preserve the confidentiality of, and not directly or indirectly reveal, report, publish, disclose or transfer or use for its own purposes Confidential Information except in the circumstances set out in Paragraph 6.15.7 or to the extent otherwise expressly permitted by the CUSC or with the prior consent in writing of the CUSC Party to whose affairs such Confidential Information relates.

6.15.7 The circumstances referred to in Paragraph 6.15.6 are:

- (a) where the Confidential Information, before it is furnished to the User, is in the public domain; or
- (b) where the Confidential Information, after it is furnished to the User:
  - (i) is acquired by the User in circumstances in which Paragraph 6.15.6 does not apply; or
  - (ii) is acquired by the User in circumstances in which Paragraph 6.15.6 does apply and thereafter ceases to be subject to the restrictions imposed by Paragraph 6.15.6; or
  - (iii) enters the public domain, and in any such case otherwise than as a result of a breach by the User of its obligations in Paragraph 6.15.6 or a breach by the person who disclosed that Confidential Information of that person's confidentiality obligation and the User is aware of such breach; or
- (c) if the User is required or permitted to make disclosure of the Confidential Information to any person:
  - (i) in compliance with the duties of the User under the Act or any other requirement of a Competent Authority; or
  - (ii) in compliance with the conditions of any Licence or any document referred to in any Licence with which the User is required to comply or
  - (iii) in compliance with any other requirement of law; or
  - (iv) in response to a requirement of any stock exchange or regulatory authority or the Panel on Take-overs and Mergers; or
  - (v) pursuant to the Arbitration Rules for the Electricity Arbitration Association or pursuant to any judicial or other arbitral process (including where determination is by an expert) or tribunal having jurisdiction in relation to the User; or

(vii) pursuant to an EMR Document; or

- (d) where Confidential Information is furnished by the User to its Affiliates or Related Undertakings or to the employees, directors, agents, consultants and professional advisors of the User or those of its Affiliates or Related Undertakings, in each case on the basis set out in Paragraph 6.15.8.

6.15.8 With effect from the date of the MCUSA the User shall adopt procedures within its organisation for ensuring the confidentiality of all Confidential Information which it is obliged to preserve as confidential under Paragraph 6.15.6 These procedures are:

6.15.8.1 the Confidential Information will be disseminated within the User only on a "need to know" basis;

6.15.8.2 employees, directors, agents, consultants and professional advisers of the User or those of its Affiliates or Related Undertakings in receipt of Confidential Information will be made fully aware of the User's obligations of confidence in relation thereto; and

6.15.8.3 any copies of the Confidential Information, whether in hard copy or computerised form, will clearly identify the Confidential Information as confidential.

6.15.9 Each User shall procure that its Affiliates, Related Undertakings, consultants and professional advisers observe the restrictions set out in this Paragraph 6.15 (as if references to "User" were references to such Affiliates, Related Undertakings, consultants and professional advisers) and shall be responsible under the CUSC for any failure by such persons to observe such restrictions.

6.15.10 For the avoidance of doubt, data and other information which any CUSC Party is permitted or obliged to divulge or publish to any other CUSC Party pursuant to the CUSC shall not necessarily be regarded as being in the public domain by reason of being so divulged or published.

6.15.11 Notwithstanding any other provision of the CUSC, the provisions of this Paragraph 6.15 shall continue to bind a person after its cessation as a CUSC Party for whatever reason.

6.15.12 Where The Company and a User are parties to an Interface Agreement in relation to a connection under the CUSC, the confidentiality provision in that agreement shall be deemed to include the changes which have been made to this Paragraph 6.15 consequent to the introduction of the EMR Documents.

Insert the following definitions in paragraph 11.3, in the correct alphabetical order:

### 11.3

EMR Documents

The Energy Act 2013, The Electricity Capacity Regulations 2014, The Electricity Capacity (Payment) Regulations 2014, The Capacity Market Rules, any regulation or instrument made under or pursuant to Chapter 2 (contracts for difference), Chapter 3 (capacity market) or Chapter 4 (investment contracts) of Part 2 of the Energy Act 2013 [and The Contracts for

Difference (Allocation) Regulations 2014, The Contracts for Difference (Supplier Obligation) Regulations 2014, the AF Rules]<sup>4</sup>

EMR Functions

Has the meaning given to “EMR functions” in Chapter 5 of the Energy Act 2013.

### **3. Dispute resolution**

Amend paragraph 7.2 as follows:

#### **7.2 DISPUTES**

Subject to any contrary provision of the Act, any Licence or the Regulations, or an EMR Document or the rights, powers, duties and obligations of the Authority or the Secretary of State under the Act, any Licence or otherwise howsoever, any dispute or difference between CUSC Parties of whatever nature howsoever arising under, out of or in connection with:-

- 7.2.1 whether Connection and/or Use of System Charges have been applied and/or calculated in accordance with the Charging Statements (including in all cases whether the dispute or difference does arise under, out of or in connection with such issues and therefore falls within this Paragraph 7.2.1) utilising the Authority's role under section 7 of the Act (a “Charging Dispute”) shall be resolved in accordance with Paragraph 7.3;
- 7.2.2 the Construction Agreement shall be resolved in accordance with the specific provisions in that Construction Agreement;
- 7.2.3 the CUSC and Bilateral Agreements, and Mandatory Services Agreements not being a dispute of a type described in Paragraph 7.2.1 or 7.2.2 above (an "Other Dispute") shall be resolved in accordance with Paragraph 7.4;
- 7.2.4 a matter which relates to issues where a Customer has raised a dispute which may involve another CUSC Party (a “Third Party Dispute”) shall be resolved in accordance with Paragraph 7.5, and

insofar as The Company and a User are parties to an agreement related to the CUSC and that agreement contains any dispute resolution provision to which the procedure in this section 7 does not apply, The Company and that User agree that such provision shall be subject to any contrary provision of an EMR Document.

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<sup>4</sup> The appropriateness of including the CfD documents in the definition on 'EMR Documents' will need to be further considered once those documents (and in particular the AF Rules) have been further developed.

## c) STC proposed drafting

### 1. Change co-ordination

Amend paragraph B7.2.9 as follows:

B7.2.9 Change Co-ordination

7.2.9.1 The STC Modification Panel shall establish (and, where appropriate, revise from time to time) joint working arrangements with each panel or other body responsible for proposing change to the BSC, CUSC, Capacity Market Rules, AF Rules<sup>5</sup> or Core Industry Document, to facilitate the identification, co-ordination, making and implementation of change to the BSC, CUSC, Capacity Market Rules, AF Rules or Core Industry Document or such other designated documents consequent on an amendment to the Code, in a full and timely manner. Such working arrangements shall include, without limitation, inviting representatives from panels and bodies referred to in this subparagraph 7.2.9.1 to participate in any Workgroups established or discussions with the STC Modification Panel or any Party pursuant to this paragraph 7, when the STC Modification Panel or a Party or Parties otherwise identify the likelihood of an impact of a STC Modification Proposal and any Alternative STC Modification, on the BSC, CUSC, Capacity Market Rules, AF Rules, Core Industry Document or such other designated document.

7.2.9.2 The working arrangements referred to in sub-paragraph 7.2.9.1 shall be such as enable the consideration, development and evaluation of STC Modification Proposals and Alternative STC Modifications, and the implementation of Approved STC Modifications, to proceed in a full and timely manner and enable changes to the BSC, CUSC, Capacity Market Rules, AF Rules or Core Industry Document or other designated documents consequent on an Approved STC Modification to be made and given effect wherever possible (subject to any necessary consent of the Authority) at the same time as such Approved STC Modification is made and given effect.

Insert the following definition in J3, in the correct alphabetical order:

J3

<b><u>AF Rules</u></b>	The Allocation Framework referred to in <u>The Contracts for Difference (Allocation) Regulations 2014</u> .
<b><u>Capacity Market Rules</u></b>	Has the meaning given to “the Rules” in <u>The Electricity Capacity Regulations 2014</u>

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<sup>5</sup> The AF Rules have not yet been finalised. The reference to them in B7.2.9 assumes that changes made to the Grid Code may impact on the AF Rules.

## **d) Balancing Services Agreements proposed drafting**

### **1. Data flows and dispute resolution**

Each balancing services agreement is amended by inserting the following new clause:

#### EMR

Notwithstanding any confidentiality obligations and any restriction on the use or disclosure of information set out in this Agreement, the Provider consents to The Company and each of its subsidiaries using all and any information or data supplied to or acquired by it in any year under or in connection with this Agreement for the purpose of carrying out its EMR Functions.

The provisions relating to the resolution of disputes set out in this Agreement (if any) are subject to any contrary provision of an EMR Document.

Where for the purposes of this provision only:

“AF Rules”	means The Allocation Framework referred to in The Contracts for Difference (Allocation) Regulations 2014.
“Capacity Market Rules”	has the meaning given to “the Rules” in The Electricity Capacity Regulations 2014.
“EMR Functions”	has the meaning given to “EMR functions” in Chapter 5 of the Energy Act 2013
“EMR Document”	means The Energy Act 2013, The Electricity Capacity Regulations 2014, The Electricity Capacity (Payment) Regulations 2014, The Capacity Market Rules, any regulation or instrument made under or pursuant to Chapter 2 (contracts for difference), Chapter 3 (capacity market) or Chapter 4 (investment contracts) of Part 2 of the Energy Act 2013 [and The Contracts for Difference (Allocation) Regulations 2014, The Contracts for Difference (Supplier Obligation) Regulations 2014, the AF Rules]
“Agreement”	means this document or agreement
“Provider”	means the entity who has entered into the Agreement with The Company
“The Company”	means National Grid Electricity Transmission plc (No: 2366977) whose registered office is at 1-3 Strand, London, WC2N 5EH