

**LICENCE TO PARTICIPATE IN THE TRANSMISSION
OF ELECTRICITY**

granted to

SONI LIMITED

The Department of Enterprise, Trade and Investment

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LICENCE TO PARTICIPATE IN THE TRANSMISSION OF ELECTRICITY

GRANT OF THE LICENCE

1. Terms of the Licence

The Department of Enterprise, Trade and Investment (the “**Department**”), in exercise of the powers conferred by Article 10(1)(b) of the Electricity (Northern Ireland) Order 1992 (the “**Order**”), hereby grants to SONI Limited (a body corporate registered in Northern Ireland under company number NI038715) (the “**Licensee**”) a licence (the “**Licence**”) authorising it to participate in the transmission of electricity for the purpose of giving a supply to any premises or enabling a supply to be so given:

- (a) in Northern Ireland; and
- (b) from the date of this grant, on which date the Licence shall be deemed to come into force, until:
 - (i) the Licence is determined by not less than 25 years’ notice in writing given by the Northern Ireland Authority for Utility Regulation to the Licensee, which notice shall not be served earlier than the date which is ten years after the date of this grant; or
 - (ii) the date, if earlier, on which the Licence is revoked in accordance with the provisions specified as a term of the Licence in Schedule 1 hereto.

2. Conditions of the Licence

The Licence shall, in accordance with Article 11(1) of the Order, include the conditions attached hereto at the time of this grant (as such conditions may subsequently be modified in accordance with Article 14, Article 17, Article 17A or Article 18 of the Order, or such other lawful power of modification as may exist from time to time).

3. Definitions

Unless the contrary intention appears, words and expressions used in the terms of the Licence shall have the same meaning as was given to them, and shall be construed in

accordance with the rules of construction and interpretation set out, in the conditions of the Licence at the date on which the Licence was granted.

.....

Jenny Pyper

for and on behalf of the Department of Enterprise, Trade and Investment

3 July 2007

Condition 1. Interpretation and Construction

Construction

- 1 Unless the contrary intention appears, in the conditions of the Licence:
 - (a) words and expressions, and references to legislation, shall be construed as if they were in an enactment and the Interpretation Act (Northern Ireland) 1954 applied to them; and
 - (b) words and expressions defined in the Order, the Energy Order or the SEM Order shall have the same meaning.
- 2 Unless otherwise specified, any reference in the conditions of the Licence to:
 - (a) a numbered Condition or Schedule is a reference to the condition of, or the schedule to, the Licence that bears that number;
 - (b) a numbered paragraph is a reference to the paragraph of the Condition in which such reference is made that bears that number;
 - (c) “this Condition” is a reference to all of the paragraphs of the Condition in which the reference occurs; and
 - (d) any agreement, licence, code or other instrument shall be a reference to such agreement, licence, code or other instrument as varied, supplemented or replaced from time to time.
- 3 The heading or title of any Condition or paragraph thereof shall not affect its construction.
- 4 Where any obligation of the Licensee is expressed to require performance within a specified time limit that obligation shall continue to be binding and enforceable after that time limit if the Licensee fails to perform that obligation within that time limit (but without prejudice to all rights and remedies available against the Licensee by reason of the Licensee’s failure to perform within the time limit).
- 5 Unless otherwise specified, when used in this or any other Part, the words “other”, “including” and “in particular” shall not limit the generality of any preceding words or be

construed as being limited to the same class as the preceding words where a wider construction is possible.

Service of Documents

- 6 The provisions of section 24 of the Interpretation Act (Northern Ireland) 1954 shall be deemed to apply for the purposes of the delivery or service of any document, direction or notice to be delivered or served pursuant to the Licence, whether by the Authority or by the Licensee.

Acting in Conjunction

- 7 Where any Condition of the Licence requires the Licensee to act “*in conjunction with the Republic of Ireland System Operator*” in the fulfilment of an obligation, the Licensee shall:
- (a) to the extent the Licensee is reasonably capable of fulfilling that obligation without the assistance of the Republic of Ireland System Operator, be obliged to fulfil that obligation and shall use all reasonable endeavours to work together with the Republic of Ireland System Operator in so doing;
 - (b) to the extent the Licensee is not reasonably capable of fulfilling that obligation without the assistance of the Republic of Ireland System Operator:
 - (i) ensure that the System Operator Agreement requires the Republic of Ireland System Operator to provide the assistance in question, and, where it does not, seek to amend the System Operator Agreement so that it does;
 - (ii) exercise all rights available to the Licensee (including under the System Operator Agreement) in order to obtain the assistance in question; and
 - (iii) on obtaining the assistance in question, be obliged to fulfil that obligation and shall use all reasonable endeavours to work together with the Republic of Ireland System Operator in so doing; and
 - (c) to the extent the Republic of Ireland System Operator is obliged (by the laws or licence obligations applicable to it) to act in conjunction with the Licensee in the fulfilment of an equivalent obligation, be obliged to provide such assistance as the

Republic of Ireland System Operator reasonably requests in order to enable it to fulfil that obligation.

Definitions

8 Except where expressly stated to the contrary and unless the context otherwise requires, the following terms shall have the meanings ascribed to them below.

“affiliate”		means, in relation to any person, any company which is a subsidiary of such person or a company of which such person is a subsidiary or a company which is another subsidiary of a company of which such person is a subsidiary.
“All-Island Networks”		means the total system, the Republic of Ireland transmission system and the Republic of Ireland distribution system taken together.
“All-Island Networks”	Transmission	means the transmission system and the Republic of Ireland transmission system taken together.
“Associated Business”		means any business of the Licensee (or of any affiliate or related undertaking of the Licensee) other than a relevant holding company.
“Auditors”		means the Licensee’s auditors for the time being holding office in accordance with the requirements of the Companies Act 2006.
“Authorised Area”		means Northern Ireland.
“authorised operator”	electricity	means any person (other than the Licensee in its capacity as the holder of the Licence) who holds a licence granted pursuant to Article 10 of the Order or whose activities are exempt pursuant to Article 9 of the Order, and any person transferring electricity

	across a Northern Ireland Interconnector or who has made application for use of a Northern Ireland Interconnector which has not been refused.
“Authority”	means the Northern Ireland Authority for Utility Regulation.
“Balancing Market”	has the meaning set out in the Single Electricity Market Trading and Settlement Code, Part B.
“CACM Regulation”	means Commission Regulation (EU) 2015/1222 of 24 July 2015, establishing a Guideline on Capacity Allocation and Congestion Management.
“Capacity Market”	means the arrangements for securing generation adequacy and capacity described in Condition 23A and set out in the Capacity Market Code.
“Capacity Market Code”	means the code of that name referred to in Condition 23A.
“Commission for Energy Regulation”	means the body established as such under the Republic of Ireland Electricity Act.
“competent authority”	means the Department, the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Community.
“Connection Agreement”	means an agreement between the Licensee and any person in respect of connection to the All-Island Transmission Networks at entry or exit points on the transmission system.

"Competition and Markets Authority" or "CMA"	means the body of that name established by section 25 of the Enterprise and Regulatory Reform Act 2013.
"Department"	means the Department of Enterprise, Trade and Investment.
"Directive"	means Directive 2009/72/EC of the European Parliament and of the Council of 13 July 2009 concerning common rules for the internal market in electricity.
"Directive Regulations"	means the Electricity Order 1992 (Amendment) Regulations (Northern Ireland) 2005 and the Electricity Regulations (Northern Ireland) 2007.
"Distribution Business"	has the meaning given to that term in the successor distribution licence .
"Distribution Code"	means the code of that name required to be prepared and approved in accordance with Condition 27 of the successor distribution licence.
"distribution system"	means the electric lines within the Authorised Area owned by the Distribution System Owner (but not, for the avoidance of doubt, any lines forming part of the transmission system or any Interconnector), and any other electric lines which the Authority may specify as forming part of that distribution system, including (in each case) any electrical plant and/or meters used in connection with distribution.
"Distribution System Owner"	means the person authorised, from time to time, under the successor distribution licence in its capacity as the holder of that licence.

“Distribution System Security and Planning Standards”	means either the document designated as such by the Authority or, until the Authority designates such a document, that part (or parts) of the document which relates to distribution system security and planning standards in the document entitled Transmission and Distribution System Security and Planning Standards and designated by the Authority on or before SEM Go-Live, as modified from time to time in accordance with Condition 20 of the successor distribution licence.
“Electricity Market Regulation”	means Regulation EC 714/2009 of the European Parliament and of the Council of 13 July 2009 on condition for access to the network for cross-border exchanges in electricity and repealing Regulation (EC) No. 1228 as same may be amended, varied, supplemented or replaced from time to time.
“electricity undertaking”	means an authorised electricity operator and/or a Republic of Ireland electricity operator.
“Energy Order”	means the Energy (Northern Ireland) Order 2003.
“Ex-Ante Markets”	means the day-ahead and intraday markets for the trading of wholesale electricity in the Single Electricity Market.
“final customers”	means customers who purchase electricity for their own consumption.
“generation set”	means any plant or apparatus for the production of electricity.
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“Grid Code”	means the code of that name to be prepared and approved in accordance with Condition 16.

“holding company”	means a holding company within the meaning of section 1159 of the Companies Act 2006.
“Interconnector”	means a Northern Ireland Interconnector and/or a Republic of Ireland Interconnector.
“Island of Ireland”	means Northern Ireland and the Republic of Ireland.
“Licence”	means the licence comprised in the licence grant in which these Conditions are referred to, granted on the terms, and subject to the conditions, referred to therein.
“Licensee”	means SONI Limited (a body corporate registered in Northern Ireland under company number NI038715).
“Market Operation Activity”	has the meaning given to that term in the Northern Ireland Market Operator Licence.
“NEMO Activity”	has the meaning given to that term in the Network Codes.
“Network Codes”	means (i) any network codes established under Article 6 of the Electricity Market Regulation, and (ii) guidelines adopted under Article 18 of the Electricity Market Regulation
“NIE Energy Supply Licence”	means the licence granted under Article 10(1)(c) of the Order to Northern Ireland Electricity plc on 31 March 1992, which is to be transferred to NIE Energy Limited (a body corporate registered in Northern Ireland under company number NI27394) pursuant to a statutory scheme on or around SEM Go-Live.
“Northern Ireland Fuel Security Code”	means the document of that title designated as such by the Department, dealing with the co-operation of

licence holders in strategic contingency planning in respect of fuel stocks, the modification of the merit order and certain other systems and procedures under the Grid Code during periods when the Department has given (and there is in force) one or more directions under Article 37(4) of the Order, the entitlement of the Licensee and authorised electricity operators to and the collection of certain payments in anticipation of, during and after the expiry of any such periods, and connected matters.

“Northern Interconnector”	Ireland	means electric lines and electrical plant and meters used for conveying electricity only directly to or from a substation or converter station in Northern Ireland into or out of Northern Ireland, but excluding the North/South Circuits.
“Northern Ireland Market Operator Licence”	Market	means the licence granted, under Article 10(1)(d) of the Order, to SONI Limited (a body corporate registered in Northern Ireland under company number NI038715) on 3 July 2007.
“Northern Ireland Market Operator Licensee”	Market	means the person authorised, from time to time, under the Northern Ireland Market Operator Licence in its capacity as the holder of that licence.
“North/South Circuits”		means the electric lines and electrical plant and meters used for conveying electricity only directly to or from a substation or converter station within Northern Ireland directly to or from a substation or converter station within the Republic of Ireland.
“operating security standard”		means the standard of that name referred to in Condition 21.

“Order”	means the Electricity (Northern Ireland) Order 1992.
“payment security policy”	means the policy of that name referred to in Condition 31.
“Permitted Purpose”	means the purpose of all or any of the following: (a) the Transmission System Operator Business; (b) the Market Operation Activity; (c) the NEMO Activity; (d) the SMO & Nemo Business; (e) without prejudice to the generality of sub paragraphs (a), (b) and (c), any payment or transaction lawfully made or undertaken by the Licensee in relation to the disposal of or relinquishment of operational control over any relevant asset in accordance with Condition 9; and (f) without prejudice to the generality of sub paragraphs (a), (b) and (c), any payment or transaction lawfully made or undertaken by the Licensee for a purpose within sub-paragraphs (i) to (vi) of paragraph 1(b) of Condition 10.
“Power Procurement Business”	has the meaning given to that expression in the NIE Energy Supply Licence.
“related undertaking”	means, in respect of any person, any undertaking in which that person has a participating interest within the meaning of section 421A of the Financial Services and Markets Act 2000.
“Republic of Ireland Electricity Act”	means the Republic of Ireland legislation known as the Electricity Regulation Act 1999.

“Republic of Ireland Board”	means the Electricity Supply Board in the Republic of Ireland.
“Republic of Ireland distribution system”	means all electric lines of the Republic of Ireland Board in the Republic of Ireland which the Republic of Ireland Board may, with the approval of the Commission for Energy Regulation, specify as being part of the Republic of Ireland Board’s distribution system, and includes any electric plant, transformers and switchgear of the Republic of Ireland Board which is used for conveying electricity to final customers.
“Republic of Ireland electricity operator”	means any person engaged in the generation, transmission distribution or supply of electricity in the Republic of Ireland, including any holder of a licence or authorisation to do so, or a person who has been granted a permit under Section 37 of the Republic of Ireland legislation known as the Electricity (Supply) Act 1927, and any person transferring electricity across a Republic of Ireland Interconnector or who has made an application for use of a Republic of Ireland Interconnector which has not been refused.
“Republic of Ireland Grid Code”	means the Grid Code prepared by the Republic of Ireland System Operator pursuant to Section 33 of the Republic of Ireland Electricity Act and approved by the Commission for Electricity Regulation.
“Republic of Ireland Interconnector”	means electric lines and electrical plant and meters used for conveying electricity only directly to or from a substation or converter station in the Republic of Ireland into or out of the Republic of Ireland, but excluding the North/South Circuits.

“Republic of Ireland Market Operator Licence”	means the licence granted, under Section 14(1)(j) of the Republic of Ireland Electricity Act, to EirGrid plc (a company formed pursuant to regulation 34 of the Republic of Ireland legislation known as the European Communities (Internal Market in Electricity) Regulations 2000).
“Republic of Ireland Market Operator Licensee”	means the person holding, from time to time, the Republic of Ireland Market Operator Licence in its capacity as the holder of that licence.
“Republic of Ireland Operating Security Standards”	means the document entitled “Operating Security Standards” prepared pursuant to the Republic of Ireland System Operator Licence.
“Republic of Ireland System Operator”	means the person holding, from time to time, the Republic of Ireland System Operator Licence in its capacity as the holder of that licence.
“Republic of Ireland System Operator Licence”	means the licence granted, under Section 14(1)(e) of the Republic of Ireland Electricity Act, to EirGrid plc (a company formed pursuant to regulation 34 of the Republic of Ireland legislation known as the European Communities (Internal Market in Electricity) Regulations 2000).
“Republic of Ireland transmission system”	means the system of electric lines in the Republic of Ireland comprising wholly or mainly the Republic of Ireland Board’s high voltage lines and electric plant and which is used for conveying electricity from a generating station to a substation, from one generating station to another, from one substation to another or to or from any Republic of Ireland Interconnector or to final customers (including such part of the North/South Circuits as is owned by the

Republic of Ireland Board) (but shall not include any such lines which the Republic of Ireland Board may, with the approval of the Commission for Electricity Regulation, specify as being part of the Republic of Ireland Board's distribution system), and shall include any Republic of Ireland Interconnector owned by the Republic of Ireland Board.

“SEM Go-Live”

means the time and date designated as such by the Authority (with the consent of the Department) for the purpose of licences granted under the Order, being the commencement date for a number of matters including the Single Electricity Market.

“SEM Order”

means the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007.

“Separate Business”

means the Transmission System Operator Business taken separately from any other business of the Licensee or any affiliate or related undertaking of the Licensee, but so that where all or any part of such business is carried on by an affiliate or related undertaking of the Licensee such part of the business as is carried on by that affiliate or related undertaking shall be consolidated with such business of the Licensee (and of any other affiliate or related undertaking of the Licensee) so as to form a single Separate Business.

“Single Electricity Market”

has the meaning ascribed to it by Article 2(2) of the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007 (2007/913).

“Single Market Operation Business”

has the meaning given to that term in the Northern Ireland Market Operator Licence.

“Single Electricity Market Trading and Settlement Code”	has the meaning given to that term in the Northern Ireland Market Operator Licence.
“SMO & NEMO Business”	has the meaning given to that term in the Northern Ireland Market Operator Licence.
“successor distribution licence”	means the licence, held by Northern Ireland Electricity Limited, which has effect under Article 10(1)(bb) of the Order (to distribute electricity) pursuant to Regulation 90(1)(b) of the Internal Markets Regulations;
“subsidiary”	means a subsidiary within the meaning of section 1150 of the Companies Act 2006.
“System Operator Agreement”	means the system operator agreement provided for in Condition 24.
“System Support Services”	means: (a) spinning reserve, fast start, black start, reactive power, frequency control and such other services as any authorised electricity operator may be required to have available in association with any generation set pursuant to the Grid Code, including without limitation fuel switching services and outage planning incentive arrangements either directly with a generator or which the Power Procurement Business makes available to the Licensee; (b) any services relating to a reduction of demand or to other demand side measures that can be taken by a final consumer (or any persons

	acting on behalf, and with the authority, of a final consumer); and
	(c) any services that an electricity undertaking may have agreed to have available as being system support services in its capacity as an electricity undertaking pursuant to an agreement made with the Licensee,
	and which may be required by or are available or offered (whether by way of sale or otherwise) to, the Licensee for the purpose of securing stability of operation on the transmission system and/or the systems linked to the transmission system.
“total system”	means the transmission system and the distribution system taken together.
“Transmission System Security and Planning Standards”	means either the document designated as such by the Authority or, until the Authority designates such a document, that part of the document which relates to transmission system security and planning standards in the document entitled Transmission and Distribution System Security and Planning Standards and designated by the Authority on or before SEM Go-Live, as modified from time to time in accordance with Condition 20.
“Transmission Interface Arrangements”	means the transmission interface arrangements provided for in Condition 18.
“Transmission Owner”	means the person authorised, from time to time, under the Transmission Owner Licence in its capacity as the holder of that licence.

“Transmission Business”	Owner	has the meaning given to that term in the Transmission Owner Licence.
“Transmission Licence”	Owner	means the licence held by Northern Ireland Electricity Limited which has effect under Article 10(1)(b) of the Order (to participate in the transmission of electricity) pursuant to Regulation 90(1)(a) of the Internal Markets Regulations;.
“transmission services”		means those services which are provided or are to be provided to the Licensee by the Transmission Owner pursuant to the Transmission Owner Licence, as defined in that licence.
“transmission system”		means the system of electric lines owned by the Transmission Owner and comprising high voltage lines and electrical plant and meters used for conveying electricity from a generating station to a substation, from one generating station to another, and from one substation to another within the Transmission Owner’s authorised transmission area (including such part of the North/South Circuits as is owned by the Transmission Owner) (except any such lines which the Authority may approve as being part of the distribution system) and any other electric lines which the Authority may specify as forming part of the transmission system, but shall not include any Interconnector.
“Transmission Operator Business”	System	means the business of the Licensee (or any affiliate or related undertaking) in the planning and operation of the transmission system, or in the operation of the Capacity Market, or in the procurement of System

Support Services (whether or not pursuant to directions of the Department made under Article 37 or 38 of the Order), or in the co-ordination and direction of the flow of electricity onto and over the transmission system, or in the operation of the Balancing Market or in the undertaking of its obligations under the Licence in respect of Northern Ireland Interconnectors, or in the undertaking of electricity trades with the operators of systems other than the transmission system as approved by the Authority, including any business in offering to enter into, and entering into, Connection Agreements and Use of System Agreements, but shall not include:

- (a) any business of the Licensee (or any affiliate or related undertaking) in undertaking Market Operation Activity or the NEMO Activity; or
- (b) any business of the Licensee (or any affiliate or related undertaking) in undertaking the Transmission Owner Business; or
- (c) any business of the Licensee (or any affiliate or related undertaking) in undertaking the Distribution Business; or
- (d) any other business of the Licensee (or any affiliate or related undertaking) in the provision of services to or on behalf of one or more persons.

“ultimate controller”

means:

- (a) any holding company of the Licensee which is not itself a subsidiary of another company; and/or

(b) any person who (whether alone or with a person or persons connected with him) is in a position to control, or to exercise significant influence over, the policy of the Licensee, or any holding company of the Licensee, by virtue of:

(i) rights under contractual arrangements to which he is a party or of which he is a beneficiary;

(ii) rights of ownership (including rights attached to or deriving from securities or rights under a trust) which are held by him or of which he is a beneficiary,

but shall exclude any director or employee of a corporate body in his capacity as such and any minister, ministry, department, agency, authority, official or statutory person,

and a person shall be considered to be connected with another person if he is party to any arrangement regarding the exercise of any such rights as are described in sub-paragraph (b) above.

“Use of System Agreement”

means an agreement between the Licensee and an eligible person (as defined in paragraph 1 of Condition 25) for use of the All-Island Transmission Networks in respect of generation or supply of electricity in Northern Ireland.

Condition 1A.Transition

General Requirement

1. The Licensee shall take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to give full and timely effect to the revised SEM arrangements, so that the Licensee is able to comply with them from the time at which they are effective (or intended to be effective).

Requirement to Co-operate

2. Without prejudice to paragraphs 1 and 3, the Licensee shall cooperate with authorised electricity operators and Republic of Ireland electricity operators (and with the Department, the Authority and such other persons as the Authority may direct) and shall take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to enable:

(a) authorised electricity operators to comply with their statutory or licence obligations to give full and timely effect to the revised SEM arrangements, so that such authorised electricity operators are able to comply with them from the time at which they are effective (or intended to be effective);

(b) authorised electricity operators to comply with any directions by the Authority under a provision of their licences equivalent to paragraph 4; and

(c) Republic of Ireland electricity operators to comply with their statutory or licence obligations to prepare for the coming into effect of the revised SEM arrangements,

and in the event of any dispute between the Licensee and such other person as to whether a particular step, or thing, is reasonable, the Licensee or such other person may refer the matter to the Authority for determination (which determination shall be final for the purposes of this paragraph).

Requirements to Comply with Directions

3. Without prejudice to paragraphs 1 and 2, the Licensee shall take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to comply with any direction made from time to time by the Authority in accordance with paragraph 4 (and shall by so doing be taken to have complied with such direction).

4. The Authority may issue directions to the Licensee setting out the steps (including without limitation those referred to in paragraph 5) to be taken (or procured) by the Licensee which are, in the Authority's reasonable opinion, appropriate in order to give full and timely effect to the revised SEM arrangements, so that the Licensee is able to comply with them from the time at which they are effective (or intended to be effective).

5. The directions made by the Authority under paragraph 4 (with which the Licensee is, in accordance with paragraph 3, required to take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to comply) may include requirements regarding the following steps:

(a) to secure or facilitate the amendment or establishment of any of the core industry documents; and

(b) to effect the novation of (or other transfer of rights and obligations under) any of the core industry documents from the Licensee or an authorised electricity operator to the Licensee or an authorised electricity operator.

6. The Authority may, at any time, by a further direction in accordance with paragraph 4 (in order to give (or continue to give) full and timely effect to the revised SEM arrangements amend or cancel any direction (or part thereof) previously made under paragraph 4.

7. The Authority may not make a direction under paragraph 4 until it has undertaken such period of prior consultation with the Licensee (and such other persons as the Authority deems appropriate) as is reasonable in the circumstances. No direction made under paragraph 4 shall be effective until a copy is served on the Licensee.

Requirement not to Frustrate

8. Without prejudice to any public or administrative law right, or statutory right, that the Licensee may have to bring any claim against any public body or person, the Licensee shall not take any step, or exercise any right, which is intended to hinder or frustrate the giving of full and timely effect to the revised SEM arrangements.

Potential Conflict

9. If the Licensee is aware of any conflict between its compliance with the provisions of this Condition or any direction under paragraph 4 and its compliance with any other Condition of the Licence, the Licensee shall promptly inform the Authority of such conflict.

10. Provided the Licensee complies with paragraph 9, the other Conditions of the Licence shall prevail over this Condition in the event of conflict. If there is any conflict between a direction made under paragraph 4 and another requirement of the Licence, the provisions of the direction shall prevail.

Information

11. The Licensee shall provide to the Authority, in such manner and at such times as the Authority may reasonably require, such information and shall procure and furnish to it such reports as the Authority may reasonably require or deem necessary or appropriate to enable the Authority to monitor the Licensee's compliance with the requirements of this Condition, including (without limitation):

(a) information as to the Licensee's readiness concerning the revised SEM arrangements;
and

(b) status reports concerning those matters referred to in sub-paragraph (d) of the definition of the revised SEM arrangements, and drafts of any legal documents by which such matters are to be achieved.

12. If the Licensee is aware (or should reasonably be aware) of any matter or circumstance which it considers will (or which the Licensee should reasonably consider likely to) hinder or frustrate the giving of full and timely effect to the revised SEM arrangements, the Licensee shall promptly inform the Authority of such matter or circumstance.

Further requirements

13. Without prejudice to the generality of the foregoing provisions, the Licensee shall:

(a) take all reasonable steps, and do all such reasonable things, as are (in each case) within its power and necessary or expedient in order to secure the co-ordinated and effective commencement and implementation of, and operations under the Single Electricity Market Trading and Settlement Code in light of its modification or amendment (or intended modification or amendment) under or by virtue of the revised SEM arrangements (including the development, testing, trialling and start-up of the systems, processes and procedures employed in such implementation and employed by authorised electricity operators and others in connection with such operations);

(b) carry out a review of the regulatory documents in order to identify any changes which may in the Licensee's opinion be necessary or expedient in light of the revised SEM arrangements (the "identified changes") and provide a report (by such date as the Authority may direct) on the outcome of that review and on the action which the Licensee proposes to give effect to the identified changes; and

(c) with the Republic of Ireland Transmission System Operator Licence holder develop the changes to the Grid Codes necessitated by the changes to the SEM trading arrangements and propose such changes to the Regulatory Authorities no later than three months before Go-Live.

Coming into Effect and Cessation of Effect

14. The provisions of this Condition (other than those of this paragraph and of paragraphs 15 and 16 which shall come into immediate effect) shall come into effect on such day, and subject to

such transitional arrangements, as the Authority may by direction appoint. Different days may be so appointed for different provisions and for different purposes.

15. This Condition shall cease to have effect on 31 December 2018, without prejudice to the continuing enforceability of any right or obligation (including any requirement to comply with a direction of the Authority issued prior to that date) which may have accrued or otherwise fallen due for performance prior to that date.

Definitions

16. In this Condition, unless the context otherwise requires:

“core industry documents” means those documents relating to the revised SEM arrangements which may from time to time be designated, by direction of the Authority, as such for the purposes of this Condition;

“regulatory documents” means those codes, agreements and other documents which the Licensee is required to prepare, be party to or have in effect (or with which the Licensee is required to comply) under or by virtue of this Licence or the Order, including without prejudice to the generality, the Grid Code and the System Operator Agreement; and

“revised SEM arrangements” means:

(a) any modifications made (or which the Authority has formally indicated are likely to be made) to the Licence, or to the licences of any authorised electricity operator, for the purpose (in each case) of implementing the high level design set out in the document entitled, “Integrated Single Electricity Market (I-SEM): SEM Committee Decision on High Level Design”, with reference SEM-14-085a and published on 17 September 2014;

(b) the conditions of the Northern Ireland Market Operator Licence and the Licence;

(c) the terms imposed in any exemption granted pursuant to Article 9 of the Order that reflect a modification referred to in sub-paragraph (a); and

(d) the matters that the Licensee knows (or should reasonably know) are envisaged by the

modifications and conditions referred to in sub-paragraphs (a) and (b) (including, without limitation, the establishment, amendment or termination of, or the transfer of rights and obligations under, core industry documents);

including, without prejudice to the generality, any of the provisions or matters described above by which the Licensee is bound (or intended to be bound).

Condition 2. Preparation of Accounts

Financial Years

- 1 In respect of the Transmission System Operator Business, the first financial year of the Licensee shall run from SEM Go-Live to 30 September 2008 and thereafter each financial year of the Licensee shall run from 1 October to the following 30 September.

Accounting and Reporting

- 2 The remaining paragraphs of this Condition apply for the purpose of ensuring that the Licensee (and any affiliate or related undertaking of the Licensee) maintains accounting and reporting arrangements which enable separate accounts to be prepared for the Separate Business and showing the financial affairs of the Separate Business.
- 3 The Licensee shall, in respect of the Separate Business:
 - (a) keep or cause to be kept for the period referred to in section 388 of the Companies Act 2006 and in the manner referred to in that section, such accounting records in respect of the Separate Business as would by section 386 of the Companies Act 2006 be required to be kept in respect of such business if it were carried on by a separate company, so that the revenues, costs, assets, liabilities, reserves and provisions of, or reasonably attributable to, the Separate Business are separately identifiable in the books of the Licensee (and any affiliate or related undertaking of the Licensee) from those of any other business;
 - (b) prepare on a consistent basis from such accounting records in respect of the first and each subsequent financial year, accounting statements comprising a profit and loss account, a balance sheet and a cash flow statement, together with notes thereto, and showing separately in respect of the Separate Business and in appropriate detail the amounts of any revenue, cost, asset, liability, reserve or provision which has been either:
 - (i) charged from or to any other business together with a description of the basis of that charge; or
 - (ii) determined by apportionment or allocation between the Separate Business

and any other business together with a description of the basis of the apportionment or allocation;

- (c) procure, in respect of the accounting statements prepared in accordance with this Condition in respect of a financial year, a report by the Auditors and addressed to the Authority stating whether in their opinion those statements have been properly prepared in accordance with this Condition and give a true and fair view of the revenues, costs, assets, liabilities, reserves and provisions of, or reasonably attributable to, the Separate Business;
- (d) take all appropriate steps within its power to procure a report by the Auditors and addressed to the Authority verifying whether the obligation to avoid discrimination and cross-subsidies specified in paragraph 3 of Article 31 of the Directive has been respected; and
- (e) deliver to the Authority a copy of the Auditors' reports referred to in sub-paragraphs (c) and (d) and the accounting statements referred to in sub-paragraph (b) as soon as reasonably practicable, and in any event not later than six months after the end of the financial year to which they relate.

Accounting Policy and Practice

- 4 The Licensee shall not, in relation to the accounting statements in respect of a financial year, change the bases of charge, apportionment or allocation referred to in sub-paragraph 3(b) from those applied in respect of the previous financial year, unless the Authority shall previously have issued directions for the purposes of this Condition directing the Licensee to change such bases in a manner set out in the directions or the Authority gives its prior written approval to the change in such bases. The Licensee shall comply with any directions issued for the purposes of this Condition.
- 5 Where, in relation to the accounting statements in respect of a financial year, the Licensee has changed the bases of charge, apportionment or allocation referred to in sub-paragraph 3(b) from those adopted for the immediately preceding financial year, the Licensee shall, if so directed in directions issued by the Authority for the purposes of this Condition, in addition to preparing accounting statements on those bases which it has adopted, prepare

such accounting statements on the bases which applied in respect of the immediately preceding financial year.

- 6 Accounting statements in respect of a financial year prepared under sub-paragraph 3(b) shall, so far as reasonably practicable and unless otherwise approved by the Authority having regard to the purposes of this Condition:
- (a) have the same content and format (in relation to the Separate Business) as the annual accounts of the Licensee (and any affiliate or related undertaking of the Licensee) prepared under Part 15 of the Companies Act 2006 and conform to the best commercial accounting practices including International Accounting Standards and International Financial Reporting Standards issued by the International Accounting Standards Board and adopted for use in the European Union;
 - (b) state the accounting policies adopted; and
 - (c) (with the exception of the part of such statements which shows separately the amounts charged, apportioned or allocated and describes the bases of charge or apportionment or allocation respectively), be published by the Licensee.

Provision of Accounts to the Department

- 7 The Licensee shall, where requested to do so by the Department, provide to the Department a copy of its accounting records for the period specified in the request.

Interpretation and Construction

- 8 References in this Condition to costs or liabilities of, or reasonably attributable to, the Separate Business shall be construed as excluding taxation, capital liabilities which do not relate principally to the Separate Business, and interest thereon, and references to any accounting statement shall be construed accordingly.

Condition 3. Availability of Resources and Undertaking of Ultimate Controller

General Duty

- 1 The Licensee shall at all times act in a manner calculated to secure that it has sufficient resources (including management resources, financial resources and financial facilities) to enable it to:
 - (a) carry on the Transmission System Operator Business;
 - (b) comply with its obligations under the Order, the Energy Order, the SEM Order, the CACM Regulation, Network Codes and the Licence.

Directors' Certificate

- 2 The Licensee shall submit a certificate addressed to the Authority, approved by a resolution of the board of the Licensee and signed by a director of the Licensee pursuant to that resolution. Such certificate shall be submitted on SEM Go-Live and thereafter annually, on the date which falls six months after the end of each financial year. Each certificate shall be in one of the following forms:
 - (a) “After making enquiries, the directors of the Licensee have a reasonable expectation that the Licensee will have available to it, after taking into account in particular (but without limitation) any dividend or other distribution which might reasonably be expected to be declared or paid, sufficient financial resources and financial facilities to enable the Licensee to carry on the Transmission System Operator Business for a period of 12 months from the date of this certificate.”
 - (b) “After making enquiries, the directors of the Licensee have a reasonable expectation, subject to the terms of this certificate, that the Licensee will have available to it, after taking into account in particular (but without limitation) any dividend or other distribution which might reasonably be expected to be declared or paid, sufficient financial resources and financial facilities to enable the Licensee to carry on the Transmission System Operator Business for a period of 12 months from the date of this certificate. However, they would like to draw attention to the following factors which may cast doubt on the ability of the Licensee to carry on the

Transmission System Operator Business.”

- (c) “In the opinion of the directors of the Licensee, the Licensee will not have available to it sufficient financial resources and financial facilities to enable the Licensee to carry on the Transmission System Operator Business for a period of 12 months from the date of this certificate.”
- 3 The Licensee shall submit to the Authority, together with the certificate referred to in paragraph 2, a statement of the principal factors which the directors of the Licensee have taken into account in giving that certificate.
- 4 The Licensee shall inform the Authority in writing immediately if the directors of the Licensee become aware of any circumstances which cause them no longer to have the expectation expressed in the certificate most recently submitted to the Authority in accordance with paragraph 2.

Auditors' Report

- 5 The Licensee shall use its best endeavours to obtain and submit to the Authority with the certificate referred to in paragraph 2 a report prepared by its Auditors and addressed to the Authority stating whether or not the Auditors are aware of any inconsistencies between:
- (a) that certificate and the statement submitted with it; and
 - (b) any information which they obtained during their audit work.

Undertaking from Ultimate Controller

- 6 The Licensee shall procure, from each person that the Licensee knows (or reasonably should know) is at any time an ultimate controller, a legally enforceable undertaking in favour of the Licensee:
- (a) in a form approved by the Authority;
 - (b) that will remain in force for as long as the Licensee remains the holder of the Licence and the person giving the undertaking remains an ultimate controller; and

- (c) to the effect that the ultimate controller will refrain from any action, and will procure that every subsidiary of the ultimate controller (other than the Licensee and its subsidiaries) will refrain from any action, which would be likely to cause the Licensee to breach any of its obligations under the Order, the Energy Order, the SEM Order or the Licence.
- 7 The Licensee shall, in respect of each ultimate controller, comply with the Licensee's obligation under paragraph 6 within seven days after the later of the grant of the Licence, and the person in question becoming an ultimate controller.
- 8 The Licensee shall:
 - (a) deliver to the Authority evidence that the Licensee has complied with the obligation under paragraph 6 (including a copy of the undertaking to be procured under that paragraph);
 - (b) inform the Authority immediately in writing if the directors of the Licensee become aware that any such undertaking has ceased to be legally enforceable or that its terms have been breached; and
 - (c) comply with any direction from the Authority to enforce any such undertaking.
- 9 The Licensee shall not, save with the consent in writing of the Authority, enter (directly or indirectly) into any contract or arrangement with an ultimate controller or any of the subsidiaries of that ultimate controller (other than the subsidiaries of the Licensee) at a time when:
 - (a) an undertaking complying with paragraph 6 is not in place in relation to that ultimate controller;
 - (b) there is an unremedied breach of such undertaking; or
 - (c) the Licensee is in breach of the terms of any direction issued by the Authority under paragraph 8 in respect of such undertaking.
- 10 Condition 3 paragraph 6 to paragraph 9 (inclusive) shall be suspended and have no effect for as long as the state owned constitutional status of EirGrid plc remains unchanged and

EirGrid plc are the legal and beneficial owners of the entire issued share capital of the Licensee.

Undertaking from EirGrid plc

- 11 For as long as the state owned constitutional status of EirGrid plc remains unchanged and Eirgrid plc are the legal and beneficial owners of the entire issued share capital of the Licensee the Licensee shall procure, from EirGrid plc a legally enforceable undertaking in favour of the Licensee:
- (a) in a form approved by the Authority;
 - (b) that will remain in force for as long as the Licensee remains the holder of the Licence and the state owned constitutional status of EirGrid plc remains unchanged and EirGrid plc are the legal and beneficial owners of the entire issued share capital of the Licensee; and
 - (c) To the effect that EirGrid plc will refrain from any action, and will procure that every subsidiary of EirGrid plc (other than the Licensee and its subsidiaries) will refrain from any action, which would be likely to cause the Licensee to breach any of its obligations under the Order, the Energy Order, the SEM Order or the Licence.
- 12 The Licensee shall:
- (a) deliver to the Authority evidence that the Licensee has complied with the obligation under paragraph 11 (including a copy of the undertaking to be procured under that paragraph);
 - (b) inform the Authority immediately in writing if the directors of the Licensee become aware that any such undertaking has ceased to be legally enforceable or that its terms have been breached; and
 - (c) comply with any direction from the Authority to enforce any such undertaking.
- 13 The Licensee shall not, save with the consent in writing of the Authority, enter (directly or indirectly) into any contract or arrangement with EirGrid plc or any of the subsidiaries of EirGrid plc (other than the subsidiaries of the Licensee) at a time when:

- (a) an undertaking complying with paragraph 11 is not in place;
- (b) there is an unremedied breach of such undertaking; or
- (c) the Licensee is in breach of the terms of any direction issued by the Authority under paragraph 12 in respect of such undertaking.

Condition 3A. Parent Company Undertaking from EirGrid plc

- 1 Whilst EirGrid plc are the legal and beneficial owners of the entire issued share capital of the Licensee, the Licensee shall procure from EirGrid plc a legally enforceable undertaking in favour of the Licensee:
 - (a) in a form approved by the Authority; and
 - (b) that will remain in force for as long as the Licensee remains the holder of the Licence and EirGrid plc are the legal and beneficial owners of the entire share capital of the Licensee; and,
 - (c) to the effect that EirGrid plc shall ensure that at all times (i) the Licensee shall have adequate financial and non-financial resources in order that it may perform its obligations and discharge any liabilities arising under the Licence and (ii) it guarantees in full as and when they fall due the performance of such obligations and the discharge of such liabilities.
- 2 Nothing in this Condition 3A shall prevent or inhibit the Licensee from satisfying its obligation under paragraph 1 by reference and extension to the legally enforceable undertakings required under Conditions 3 and 7 of this Licence.

Condition 4. Restriction on Dividends

- 1 The directors of the Licensee shall not declare or recommend a dividend, and the Licensee shall not make any other form of distribution within the meaning of section 263 of the Companies Act 2006, or redeem or repurchase any share capital of the Licensee, unless prior to the declaration, recommendation or making of the distribution (as the case may be) the Licensee has issued to the Authority a certificate in the following form:

“After making enquiries, the directors of the Licensee are satisfied:

- (a) that the Licensee is in compliance in all material respects with all the obligations imposed on it by conditions 3, 5, 7, 9, 10 and 13 of the Licence; and
 - (b) that the making of a distribution of [] on [] will not, either alone or when taken together with other circumstances reasonably foreseeable at the date of this certificate, cause the Licensee to be in breach to a material extent of any of those obligations in the future.”
- 2 The certificate given under paragraph 1 must be signed by a director of the Licensee and must have been approved by a resolution of the board of directors of the Licensee passed not more than 14 days before the date on which the declaration, recommendation or payment in question will be made.
- 3 Where the certificate given under paragraph 1 has been issued in respect of the declaration or recommendation of a dividend, the Licensee shall be under no obligation to issue a further certificate prior to payment of that dividend, provided that such payment is made within six months of the issuing of that certificate.

Condition 5. Prohibition of Cross-Subsidies

- 1 The Licensee shall procure that the Transmission System Operator Business gives no cross-subsidy to, and receives no cross-subsidy from, any other business of the Licensee or of any affiliate or related undertaking of the Licensee.
- 2 Nothing:
 - (a) which the Licensee is obliged to do or not to do pursuant to the Licence or any other licence held by the Licensee under the Order; or
 - (b) which an affiliate or related undertaking is obliged to do or not to do pursuant to a licence held by it under the Order,

shall be regarded as a cross-subsidy for the purposes of this Condition.

Condition 6. Health and Safety of Employees

- 1 The Licensee shall:
 - (a) acting jointly and in co-operation with the holders of other licences granted under the Order, consider and discuss matters of mutual concern in respect of the health and safety of persons employed by them; and
 - (b) establish and maintain appropriate processes for consultation with representatives of the Licensee's employees in respect of the health and safety of those employees.

Condition 7. Provision of Information to the Authority

General Duty

- 1 The Licensee shall, after receiving a request from the Authority for Information that the Authority may reasonably require or that it considers may be necessary to enable it to perform any of its functions relating to electricity as conferred, assigned, or transferred to it by or under any legislation, give that Information to the Authority when and in the form requested.
- 2 The Licensee is not required to comply with paragraph 1 if the Licensee could not be compelled to produce or give the Information in evidence in civil proceedings in the High Court.
- 3 The power of the Authority to request Information under paragraph 1 is in addition to the power of the Authority to request Information under or pursuant to any other Condition or any Schedule.
- 4 The Licensee shall, after receiving a request from the Authority for reasoned comments on the accuracy and text of any Information (including that which has been provided by the Licensee in accordance with paragraph 1) relating to the Licensee's activities under or pursuant to this Licence which the Authority proposes to publish under Article 7 of the Energy Order, give such comments to the Authority when and in the form requested.

Undertaking from Ultimate Controller

- 5 The Licensee shall procure, from each person that the Licensee knows (or reasonably should know) is at any time an ultimate controller, a legally enforceable undertaking in favour of the Licensee:
 - (a) in a form approved by the Authority;
 - (b) that will remain in force for as long as the Licensee remains the holder of the Licence and the person giving the undertaking remains an ultimate controller; and
 - (c) to the effect that the ultimate controller will give to the Licensee, and will procure that every subsidiary of, or person controlled by, the ultimate controller (other than

the Licensee and its subsidiaries) will give to the Licensee, all such Information as may be necessary to enable the Licensee to comply fully with paragraph 1 of this Condition.

- 6 The Licensee shall, in respect of each ultimate controller, comply with the Licensee's obligation under paragraph 5 within seven days after the later of the grant of the Licence, and the person in question becoming an ultimate controller.
- 7 The Licensee shall:
 - (a) deliver to the Authority evidence that the Licensee has complied with the obligation under paragraph 5 (including a copy of the undertaking to be procured under that paragraph);
 - (b) inform the Authority immediately in writing if the directors of the Licensee become aware that the undertaking has ceased to be legally enforceable or that its terms have been breached; and
 - (c) comply with any direction from the Authority to enforce any such undertaking.
- 8 The Licensee shall not, save with the consent in writing of the Authority, enter (directly or indirectly) into any contract or arrangement with an ultimate controller or any of the subsidiaries of that ultimate controller (other than the subsidiaries of the Licensee) at a time when:
 - (a) an undertaking complying with paragraph 5 is not in place in relation to that ultimate controller;
 - (b) there is an unremedied breach of such undertaking; or
 - (c) the Licensee is in breach of the terms of any direction issued by the Authority under paragraph 7 in respect of such undertaking.
- 9 Paragraph 5 to paragraph 8 (inclusive) shall be suspended and have no effect for as long as the state owned constitutional status of EirGrid plc remains unchanged and EirGrid plc are the legal and beneficial owners of the entire issued share capital of the Licensee

Undertaking from EirGrid plc

- 10 For as long as the state owned constitutional status of EirGrid plc remains unchanged and EirGrid plc are the legal and beneficial owners of the entire issued share capital of the Licensee the Licensee shall procure, from EirGrid plc a legally enforceable undertaking in favour of the Licensee:
- (a) in a form approved by the Authority;
 - (b) that will remain in force for as long as the Licensee remains the holder of the Licence and the state owned constitutional status of EirGrid plc remains unchanged and EirGrid plc are the legal and beneficial owners of the entire issued share capital of the Licensee; and
 - (c) to the effect that EirGrid plc will give to the Licensee, and will procure that every subsidiary of, or person controlled by, EirGrid plc (other than the Licensee and its subsidiaries) will give to the Licensee, all such Information as may be necessary to enable the Licensee to comply fully with paragraph 1 of this Condition.
- 11 The Licensee shall:
- (a) deliver to the Authority evidence that the Licensee has complied with the obligation under paragraph 10 (including a copy of the undertaking to be procured under that paragraph);
 - (b) inform the Authority immediately in writing if the directors of the Licensee become aware that any such undertaking has ceased to be legally enforceable or that its terms have been breached; and
 - (c) comply with any direction from the Authority to enforce any such undertaking.
- 12 The Licensee shall not, save with the consent in writing of the Authority, enter (directly or indirectly) into any contract or arrangement with EirGrid plc or any of the subsidiaries of EirGrid plc (other than subsidiaries of the Licensee) at a time when:

- (a) an undertaking complying with paragraph 10 is not in place;
- (b) there is an unremedied breach of such undertaking; or
- (c) the Licensee is in breach of the terms of any direction issued by the Authority under paragraph 11 in respect of such undertaking.

Definition

13 In this Condition, unless the context otherwise requires:

“Information”

means information (other than information subject to legal privilege) in any form or medium and of any description specified by the Authority and includes any documents, accounts, estimates, returns, records or reports and data of any kind (whether or not prepared specifically at the request of the Authority).

Condition 8. Payment of Fees

General Duty

- 1 The Licensee shall, at the times stated in this Condition, pay to the Department fees of the amount specified in or determined under the following paragraphs of this Condition.

Calculation of Fees

- 2 In respect of the year beginning on 1 April 2008, and in each subsequent year, the Licensee shall pay to the Department a fee which is the aggregate of the following amounts:
 - (a) an amount equal to the proportion which the Authority shall determine of the amount estimated by the Authority, according to a method which has previously been disclosed in writing to the Licensee, as likely to be its costs during the year in question in the exercise of its functions relating to electricity conferred on, or assigned or transferred to, it by or under any legislation (“**electricity functions**”); and
 - (b) the difference (being a positive or negative amount), if any, between:
 - (i) the amount of the fee paid by the Licensee in respect of the year immediately preceding the 1 April in question less any refund paid to the Licensee in respect of that year under paragraph 3; and
 - (ii) the amount which that fee would have been in respect of that year had the amount comprised in that fee in accordance with sub-paragraph (a) been calculated by reference to the total costs of the Authority in connection with its electricity functions and the proportion of those costs actually attributable to the Licence (such total costs being apportioned as determined by the Authority according to a method previously disclosed in writing to the Licensee).

Payment of Refund

3 In respect of the year beginning on 1 April 2009 and for each subsequent year, the Department may pay to the Licensee an amount (“**the refund**”) calculated in accordance with a method previously disclosed in writing to the Licensee and by reference to the difference between:

- (a) the proportion of the fee for that year paid by the Licensee which is attributable to the Authority’s estimate in accordance with paragraph 2(a); and
- (b) the Authority’s reasonable revised estimate of those costs,

provided that any such refund shall be paid to the Licensee on or before 31 March in the year to which the fee relates.

Condition 9. Disposal of Relevant Assets

General Duty

- 1 The Licensee shall not dispose of or relinquish operational control over any relevant asset otherwise than in accordance with the following paragraphs of this Condition.

Duty to Give Notice

- 2 Save as provided in paragraph 3, the Licensee shall give to the Authority not less than two months' prior written notice of its intention to dispose of or relinquish operational control over any relevant asset, together with such further information as the Authority may request relating to such asset or the circumstances of the intended disposal or relinquishment of control or to the intentions in regard to the asset of the person proposing to acquire it or operational control over it.

Permitted Disposals

- 3 Notwithstanding paragraphs 1 and 2, the Licensee may dispose of or relinquish operational control over any relevant asset:

(a) where:

(i) the Authority has issued directions for the purposes of this Condition containing a general consent (whether or not subject to conditions) to:

(A) transactions of a specified description; and/or

(B) the disposal of or relinquishment of operational control over relevant assets of a specified description; and

(ii) the disposal or relinquishment of operational control in question is effected pursuant to a transaction of a description specified in the directions, or the relevant asset in question is of a description so specified, and the disposal or relinquishment of operational control is in accordance with any conditions to which the consent is subject; or

(b) where the disposal or relinquishment of operational control in question is

required by or under any enactment.

- 4 Notwithstanding paragraph 1, the Licensee may dispose of or relinquish operational control over any relevant asset specified in any notice given under paragraph 2 in circumstances where:
- (a) subject to paragraph 5, the Authority confirms in writing that it consents to such disposal or relinquishment (which consent may be made subject to the acceptance by the Licensee or any third party in favour of whom the relevant asset is proposed to be disposed or operational control is proposed to be relinquished of such conditions as the Authority may specify); or
 - (b) the Authority does not inform the Licensee in writing of any objection to such disposal or relinquishment of control within the notice period referred to in paragraph 2.

Procedure of the Authority

- 5 In relation to a material disposal, any consent of the Authority pursuant to paragraph 4 shall be given after the Authority shall have consulted and taken into consideration any representations timeously made by any electricity undertaking or the Republic of Ireland System Operator to the extent such persons may be materially affected by the disposal in question.

Disposal of Castlereaugh House

- 6 In the event of the disposal of the control centre for use in connection with the transmission system and/or any lands or grounds employed or held for employment by the Licensee in connection with such asset (for the purposes of this paragraph 6 referred to as “**Castlereaugh House**”), an amendment will be made to the B_{TSOt} term as set out in Annex 1 of the Licence, to provide for a return to final customers of a reasonable and appropriate proportion of the remaining Regulatory Asset Base value of any investment final customers have made in respect of Castlereaugh House.

Such reasonable and appropriate proportion of the remaining Regulatory Asset Base value of any investment final customers have made in respect of Castlereagh House shall be determined by the Authority (acting reasonably) provided always that such proportion shall not exceed one hundred per cent (100%) of the remaining Regulatory Asset Base value of any investment final customers have made in respect of Castlereagh House pertaining at the date of such disposal.

This adjustment would not otherwise affect the Regulatory Asset Base of the Licensee.

Definitions

7 In this Condition, unless the context otherwise requires:

“disposal” includes any sale, assignment, gift, lease or licence; the grant of any right of possession, loan, security, mortgage or charge; the grant of any other encumbrance; the permitting of any encumbrance to subsist; or any other disposition to a third party. And **“dispose”** shall be construed accordingly.

“relevant asset” means:

- (a) any asset for the time being forming part of the transmission system or any control centre for use in connection with that system;
- (b) any other asset for the time being employed or held for employment by the Licensee in the performance of its obligations under the Order, the Energy Order, the SEM Order or the Licence in (in each case) its capacity as the holder of a licence granted under Article 10(1)(b) of the Order;
- (c) any interest in any Interconnector;

- (d) any asset of which the disposal or relinquishment of operational control by the Licensee would adversely affect the ability of:
 - (i) the Transmission Owner;
 - (ii) the Republic of Ireland System Operator;
 - (iii) the Northern Ireland Market Operator Licensee; and/or
 - (iv) the Republic of Ireland Market Operator Licensee

to comply with their respective obligations in those capacities under any applicable licence, law or regulation; and

- (e) any legal or beneficial right, title or interest in land upon which any of the assets referred to in sub paragraphs (a), (b), (c) and (d) are situated.

“relinquishment of operational control”

includes entering into any agreement or arrangement whereby operational control of a relevant asset (or relevant assets) is not, or ceases to be, under the sole management of the Licensee.

Condition 9A. Priority Dispatch of Renewable Generation

- 1 The Licensee shall comply with the Priority Dispatch Principles.
- 2 For the purposes of paragraph 1 the Licensee's obligation to comply with the Priority Dispatch Principles is an obligation to comply with the provisions of the Priority Dispatch Principles in so far as they are applicable to the activities undertaken by the Transmission System Operator Business.
- 3 The Authority may from time to time (following consultation with the Licensee and such (if any) other licence holders as the Authority shall consider appropriate) issue directions relieving the Licensee of its obligations under paragraph 2 in respect of such parts of the Priority Dispatch Principles and to such extent and subject to such conditions as may be specified in those directions.
- 4 In this Condition:

Priority Dispatch Principles means the principles, processes, rules and criteria determined and published by the Authority for the purposes of ensuring that certain types of generation sets are afforded priority dispatch in accordance with the requirements of Article 16(2) of Directive 2009/28/EC on the promotion of the use of energy from renewable sources, as amended from time to time by the Authority.

Condition 10. Restriction on Dealings with Assets

- 1 Without prejudice to Condition 9, the Licensee shall not, without the written consent of the Authority (after disclosure of all material facts by the Licensee to the Authority):
 - (a) create, or permit to remain in effect, any mortgage, charge, pledge, lien or other form of security or encumbrance whatsoever, undertake any indebtedness to any other person or enter into any guarantee of any obligation otherwise than:
 - (a) on an arm's length basis;
 - (b) on normal commercial terms;
 - (c) for a Permitted Purpose; and
 - (d) (if the transaction is within the ambit of paragraph 1 of Condition 9) in accordance with paragraphs 3 and 4 of Condition 9.
 - (b) transfer, lease, license or lend any sum or sums, asset, right or benefit to any affiliate or related undertaking of the Licensee otherwise than by way of:
 - (a) a dividend or other distribution out of distributable reserves;
 - (b) repayment of capital;
 - (c) payment properly due for any goods, services or assets provided on an arm's length basis and on normal commercial terms;
 - (d) a transfer, lease, licence or loan of any asset, right or benefit on an arm's length basis and on normal commercial terms and made in compliance with the payment requirement referred to in paragraph 2;
 - (e) repayment of any loan or payment of any interest on a loan not prohibited by sub paragraph (a);
 - (f) payments for group corporation tax relief or under any group payment arrangement pursuant to section 36 of the Finance Act 1998 calculated

on a basis not exceeding the value of the benefit received; or

- (g) a loan to any affiliate or related undertaking of the Licensee which is made for a Permitted Purpose;
- (c) enter into an agreement, or incur a commitment, incorporating a cross-default obligation; or
- (d) continue, or permit to remain in effect, any agreement or commitment incorporating a cross-default obligation subsisting at the date on which the Licence was granted, save that the Licensee may permit any cross-default obligation in existence at that date to remain in effect for a period not exceeding twelve months from that date, provided that the cross-default obligation is solely referable to an instrument relating to the provision of a loan or other financial facilities granted prior to that date and the terms on which those facilities have been made available as subsisting on that date are not varied or otherwise made more onerous,

provided, however, that the provisions of sub-paragraphs (c) and (d) shall not prevent the Licensee from giving any guarantee permitted by and compliant with the requirements of sub-paragraph (a).

- 2 The payment requirement referred to in paragraph 1(b)(iv) is that the consideration due in respect of the transfer, lease, licence or loan of the asset, good, right or benefit in question is paid in full prior to such transfer, lease, licence or loan unless:
 - (a) the counter-party to the transaction has, and maintains until payment is made in full, an investment grade credit rating; or
 - (b) the obligations of the counter-party to the transaction are fully and unconditionally guaranteed throughout the period during which any part of the consideration remains outstanding by a guarantor which has and maintains an investment grade credit rating.

- 3 Notwithstanding paragraph 1, the Licensee shall be entitled, while the Transmission Owner is an affiliate of the Licensee, to enter into such loan arrangements with the Transmission Owner as the Authority may approve from time to time.

Definitions

- 4 In this Condition, unless the context otherwise requires:

“cross-default obligation” means a term of any agreement or arrangement whereby the Licensee’s liability to pay or repay any debt or other sum arises or is increased or accelerated or could reasonably be expected to be capable of arising, increasing or of being accelerated by reason of a default (howsoever such default may be described or defined) by any person other than the Licensee, unless:

- (a) that liability can arise only as a result of a default by a subsidiary of the Licensee;
- (b) the Licensee holds a majority of the voting rights in that subsidiary and has the right to appoint or remove a majority of its board of directors; and
- (c) that subsidiary carries on business solely for the purposes of a Permitted Purpose (but not a purpose identified in sub-paragraph (d) or (e) of the definition of Permitted Purpose).

“indebtedness” means all liabilities which are, now or later, due, owing or incurred, whether actual or contingent, whether solely or jointly with any other person and whether as principal or surety, together with any interest accruing on such liabilities and all costs, charges, penalties and expenses incurred in connection with them.

“investment grade credit rating”

means:

- (a) unless sub-paragraph (b) below applies:
 - (i) an issuer rating of not less than BBB- by Standard & Poor’s Ratings Group or any of its subsidiaries;
 - (ii) an issuer rating of not less than Baa3 by Moody’s Investors Service Inc. or any of its subsidiaries;
 - (iii) an issuer senior unsecured debt rating of not less than BBB- by Fitch Ratings Ltd or any of its subsidiaries; or
 - (iv) an equivalent rating from any other reputable credit rating agency which, in the opinion of the Authority, notified in writing to the Licensee, has comparable standing in both the United Kingdom and the United States of America; or
- (b) such higher rating as may be specified by those agencies from time to time as the lowest investment grade credit rating.

Condition 11. Restriction on Use of Certain Information

General Restriction

- 1 Where the Licensee, or any affiliate or related undertaking of the Licensee, is in possession of any protected information, the Licensee shall (and shall procure that such affiliate or related undertaking shall) procure:
 - (a) that neither the Licensee nor any other person shall use that protected information for the purpose of obtaining any unfair commercial advantage in relation to the Transmission System Operator Business or any other business;
 - (b) that the protected information is not disclosed to any other person except with the prior consent in writing of each person to whose affairs that information relates; and
 - (c) that the protected information in the possession of the Separate Business is not disclosed to any other business of the Licensee (or of any affiliate or related undertaking of the Licensee) except with the prior consent in writing of each person to whose affairs that information relates.
- 2 The Licensee's obligation under paragraph 1 to procure any action on the part of an affiliate or related undertaking shall be taken, in relation to any affiliate or related undertaking which has control of the Licensee, as an obligation to use all reasonable endeavours to procure the taking of that action by obtaining (and enforcing) an appropriate contractual undertaking from that affiliate or related undertaking in respect of the protected information.
- 3 The Licensee shall implement such measures and procedures and take all such other steps as may be specified in directions issued by the Authority from time to time for the purposes of this Condition and reasonably considered by the Authority to be necessary for the purpose of securing compliance by the Licensee with its obligations under paragraph 1.

Exceptions

- 4 Sub-paragraphs 1(b) and 1(c) shall not apply to any disclosure of information which is:
- (a) authorised by Article 63(3) or (4) of the Energy Order;
 - (b) made in compliance with the duties of the Licensee, or of any affiliate or related undertaking of the Licensee, in accordance with any:
 - (i) licence granted under the Order (including the Licence);
 - (ii) applicable law (including the Order, the Energy Order, the SEM Order and the Directive Regulations);
 - (iii) requirement of a competent authority;
 - (iv) judicial or arbitral process of a competent jurisdiction; or
 - (v) requirement of a relevant stock exchange, or of the Panel on Takeovers and Mergers;
 - (c) permitted by and made in compliance with any document referred to in the Licence (including the Grid Code, the System Operator Agreement, the Single Electricity Market Trading and Settlement Code, any Connection Agreement and any Use of System Agreement) with which the Licensee, or any affiliate or related undertaking of the Licensee, is required to comply;
 - (d) necessary in order to enable the Licensee to enter into, or give effect to, arrangements for the purpose of carrying on the Transmission System Operator Business (save that disclosures to the Transmission Owner shall only be permitted to the extent that such disclosure is permitted in accordance with sub-paragraph (c)); or
 - (e) made to any person that is, pursuant to the requirements of the Directive, certified as a transmission system operator by a regulatory authority designated as a national regulatory authority in accordance with the Directive,

where:

- (i) the disclosure is made for the purposes of furthering the interests of electricity consumers in Northern Ireland; and
- (ii) the certified transmission system operator has provided written confirmation to the Licensee that it will not disclose any such information received by it from the Licensee to any other person (including any affiliate or related undertaking of the certified transmission system operator).

Restrictions Regarding Personnel and Advisers

- 5 The Licensee shall ensure that protected information received by the Licensee (or any affiliate or related undertaking of the Licensee) is:
 - (a) (except where one of the exceptions under paragraph 4 applies) not divulged by any business person to any person unless that person is an authorised recipient; and
 - (b) not used by any business person otherwise than for the purpose of pursuing an authorised purpose or advising in relation to the pursuit of an authorised purpose.
- 6 The Licensee shall ensure that when any member of staff is to be transferred between the Transmission System Operator Business and any Associated Business or vice versa and an unfair commercial advantage could accrue to either or both businesses, the Licensee shall inform the Authority of the proposed transfer(s) and shall make the Authority aware of the steps being taken to ensure that no such unfair commercial advantage will accrue to either business. In particular (and as far as is legally possible) the transfer of any member of staff that has been involved in the establishment or operation of the Capacity Market to an affiliate to perform activities in relation to an Interconnector (where appropriate) shall be the subject to a cooling-off period of a duration to be agreed with the Authority unless the Authority determines that no cooling-off period is required.

Evidence

7 The Licensee shall:

- (a) procure and furnish to the Authority, in such manner and at such times as the Authority may require, such information and reports as the Authority may consider necessary concerning the performance by the Licensee of its obligations under paragraphs 1 and 5 and the effectiveness of the measures, procedures and steps specified in the directions referred to in paragraph 3;
- (b) procure that access to any premises of the Licensee shall be given at any time and from time to time to any nominated person(s) for the purpose of investigating whether the Licensee has performed its obligations under paragraphs 1, 3 and 5, and shall procure that the Licensee and its employees co-operate in any such investigation to the extent requested by the nominated person(s); and
- (c) procure that nominated person(s) shall be entitled to inspect and/or take copies of such records and data of the Licensee as they shall consider to be reasonably necessary for the purpose referred to in sub-paragraph (b) above.

8 The provisions of this Condition inserted (or, as the case may be, removed) by virtue of decision of the Authority dated 10 March 2017 shall come into (or, as the case may be, continue to have) effect on (or, as the case may be, until) such day, and subject to such transitional arrangements, as the Authority may by direction appoint. Different days may be so appointed for different provisions and for different purposes.

Definitions

9 In this Condition, unless the context otherwise requires:

"authorised adviser"

means such professional advisers of the Licensee (or of any affiliate or related undertaking of the Licensee),

engaged and acting in that capacity, as require access to any protected information.

“authorised purpose”

means the management and operation of the Separate Business, or, where protected information is disclosed to another business of the Licensee (or of an affiliate or related undertaking of the Licensee) in accordance with paragraph 4, the purpose for which such disclosure was made.

"authorised recipient"

means, in relation to any protected information, any business person who, before the protected information had been divulged to him by the Licensee (or any other business person), had been informed of the nature and effect of this Condition and who requires access to such protected information for the proper performance of his duties as a business person in relation to the pursuit of an authorised purpose.

"business person"

means any employee, subcontractor or agent of the Licensee (or of any affiliate or related undertaking of the Licensee) or any authorised adviser to such persons.

“control”

has the meaning attributed to it by section 450 (as read in conjunction with section 451) of the Corporation Tax Act 2010.

“cooling-off period”

means a period of time during which a member of staff is not actively engaged in any work of the Licensee which requires access to protected information which could potentially result in unfair commercial advantage.

“member of staff”	means an employee of the Licensee.
“protected information”	means any information which is held or obtained by the Licensee (or any affiliate or related undertaking of the Licensee) pursuant to or by virtue of its carrying on of the Transmission System Operator Business, but excluding information which is in, or comes into, the public domain other than as a result of any breach by the Licensee of the Licence (or any other legal obligation of the Licensee).

Condition 12. Independence of the Transmission System Operator Business

General Duty

- 1 The Licensee shall:
 - (a) unless it has already done so prior to this Condition coming into force, establish; and
 - (b) at all times thereafter maintain,the full operational independence of the Transmission System Operator Business.

Specific Duties

- 2 For the purpose of facilitating its compliance with paragraph 1, the Licensee shall ensure that:
 - (a) the Transmission System Operator Business is provided with the premises, systems, equipment, facilities, property, personnel, data and management resources that are necessary for its efficient and effective managerial and operational independence from any Associated Business;
 - (b) it does not hold or acquire shares in a holding company of the Licensee or in any electricity undertaking engaged in the generation or supply of electricity on the Island of Ireland;
 - (c) decisions relating to the transmission system (or any part of it) for which it is responsible are taken by those persons who are directors of the Licensee or who are employed by, and are engaged in the operation and management of, the Transmission System Operator Business (and no others);
 - (d) any Associated Business does not use or have access to:
 - (a) premises or parts of premises occupied by persons engaged in the management or operation of the Transmission System Operator Business (provided always that nothing in this paragraph shall prevent the Market Operation Activity and / or the NEMO Activity being carried on in such

premises)

- (b) systems for the recording, processing or storage of data to which persons engaged in the management or operation of the Transmission System Operator Business also have access;
- (c) equipment, facilities or property employed for the management or operation of the Transmission System Operator Business;
- (d) the services of persons who are (whether or not as their principal occupation) engaged in the management or operation of the Transmission System Operator Business;
- (e) it can and does, in so far as is legally possible:
 - (a) ensure that any director of the Licensee is not at the same time also a director of a company which carries on an Associated Business engaged in the generation or supply of electricity; and
 - (b) prevent any person who has ceased to be engaged in the management or operation of the Transmission System Operator Business from being engaged in the activities of any Associated Business that is engaged in the generation or supply of electricity until the expiry of an appropriate time from the date on which he ceased to be engaged by the Transmission System Operator Business; and
- (f) an up-to-date register of all persons engaged in the Transmission System Operator Business, confirming that the provisions of paragraph (e) have been complied with in respect of each person so engaged, is established.

Compliance Plan

- 3 The Licensee shall, by no later than SEM Go-Live, prepare and submit to the Authority for its approval a compliance plan setting out the practices, procedures, systems and rules of conduct which the Licensee has adopted, or intends to adopt, together with the timescales for adoption, to ensure its compliance with this Condition.

- 4 The Licensee shall use all reasonable endeavours to comply with its approved compliance plan (the “**Compliance Plan**”) and shall publish the up to date Compliance Plan on its website.
- 5 The Authority may:
 - (a) within 30 days of the Licensee submitting an initial or revised Compliance Plan; and
 - (b) following any review of the Compliance Plan that the Authority may conduct from time to time,notify the Licensee that, in its opinion, the Compliance Plan is not, or is no longer, sufficient for the purposes of the Licensee’s compliance with this Condition, and require such revisions to be made to the Compliance Plan as are in the Authority’s opinion necessary or expedient in order for it to be sufficient for the purposes of ensuring the Licensee’s compliance or continued compliance with this Condition.
- 6 Where the Licensee receives a notification in accordance with paragraph 5, it shall within 30 days revise the Compliance Plan in such manner and to such extent as will reflect the Authority’s requirements.
- 7 The Licensee shall at least once every year during which this Condition is in force review the Compliance Plan so as to ensure:
 - (a) its continued compliance with its obligations under this Condition; and
 - (b) that the information set out in the Compliance Plan continues to be accurate in all material respects.
- 8 Where the Licensee revises the Compliance Plan, either in accordance with paragraph 6 or following a review conducted by it in accordance with paragraph 7, it shall submit the revised Compliance Plan to the Authority for its approval.
- 9 The Licensee shall ensure that persons engaged in the management and operation of the Transmission System Operator Business:

- (a) are made aware of the practices, procedures, systems and rules of conduct set out in the Compliance Plan;
- (b) have the necessary information and facilities to comply with their respective obligations as provided for in the Compliance Plan; and
- (c) are aware of the disciplinary procedures that may be activated should they fail to comply with their obligations under the Compliance Plan.

Compliance Manager

- 10 The Licensee shall, following consultation with the Authority, appoint a senior member of its personnel engaged in the management and operation of the Transmission System Operator Business as a manager (the “**Compliance Manager**”) for the purpose of facilitating compliance with its obligations under this Condition and with the Compliance Plan.
- 11 The Licensee shall ensure that the Compliance Manager has access to such staff, premises, systems, information, documentation, equipment, facilities and other resources as he might reasonably expect to require to fulfil the duties and tasks assigned to him.
- 12 The duties and tasks assigned to the Compliance Manager shall include:
 - (a) providing relevant advice and information to the Licensee for the purpose of ensuring its compliance with this Condition and with the Compliance Plan;
 - (b) monitoring the effectiveness of and the Licensee’s compliance with the Compliance Plan;
 - (c) investigating any complaint or representation received by the Licensee from any person in respect of any matter arising under or by virtue of this Condition or in relation to the Compliance Plan;
 - (d) recommending and advising upon the remedial action which any such investigation has demonstrated to be necessary or desirable, including where necessary revising the Compliance Plan to reflect such recommendation and

advice; and

- (e) reporting, at such frequency as is determined in writing by the Authority, to the directors of the Licensee on his activities during the period covered by the report, the investigations he has conducted and on progress towards implementation of the Compliance Plan.

13 The Licensee shall, at such frequency as is determined in writing by the Authority, submit a report to the Authority:

- (a) detailing the activities of the Compliance Manager during the period covered by the report;
- (b) providing a progress update on the Licensee's implementation of the Compliance Plan;
- (c) setting out the details of any investigations conducted by the Compliance Manager, including:
 - (a) the number, type and source of the complaint or representation on which such investigations were based;
 - (b) the outcome of such investigations; and
 - (c) any remedial action taken by the Licensee following such investigations.

Definitions

14 In this Condition, unless the context otherwise requires:

“appropriate time”

means the period of 6 months or such other period as the Authority may specify in respect of any person or class of persons.

“Compliance Manager”	shall have the meaning attributed to that expression in paragraph 10.
“Compliance Plan”	shall have the meaning attributed to that expression in paragraph 4.
“relevant holding company”	means each holding company of the Licensee which does not itself generate or supply electricity on the Island of Ireland and which has no holding company that itself generates or supplies electricity on the Island of Ireland (regardless of whether any subsidiaries of such companies undertake such generation or supply).

Condition 13. Prohibited Activities

General Prohibitions

- 1 Except with the prior written consent of the Authority and in accordance with any conditions of that consent, the Licensee shall not purchase or otherwise acquire electricity for the purpose of sale or other disposition to third parties on the Island of Ireland, save to the extent it is necessary to do so in undertaking the Transmission System Operator Business.
- 2 In paragraph 1, the reference to purchase or other acquisition of electricity shall include entering into or acquiring 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.
- 3 Except with the prior written consent of the Authority and in accordance with any conditions of that consent, the Licensee shall not own any transmission lines, or associated electrical plant, in Northern Ireland.

Prohibitions Following Divestment

- 4 Paragraph 5 shall apply only from the point in time at which the Licensee first ceases, following the date on which the Licence is granted, to be an affiliate of Northern Ireland Electricity plc (a company registered in Northern Ireland under company number NI026041).
- 5 Where this paragraph applies in accordance with paragraph 4, the Licensee shall at all times ensure that:
 - (a) neither the Licensee nor any affiliate or related undertaking of the Licensee undertakes an activity which requires authorisation by virtue of Articles 8(1)(a) or (c) of the Order, or which is licensable under Section 14(1)(a), (b), (c), or (d) of the Republic of Ireland Electricity Act;
 - (b) the Licensee is not controlled by a person who undertakes an activity which requires authorisation by virtue of Articles 8(1)(a) or (c) of the Order, or which

is licensable under Section 14(1)(a), (b), (c), or (d) of the Republic of Ireland Electricity Act or by a person who also controls a person that undertakes any such activity.

- 6 For the purposes of paragraph 5, “control” shall have the meaning attributed to it in section 450 (as read in conjunction with section 451) of Corporation Tax Act 2010, and “controlled” shall be construed accordingly.
- 7 Condition 13 paragraph 5 (b) shall be suspended and have no effect for as long as the state owned constitutional status of EirGrid plc remains unchanged and EirGrid plc are the legal and beneficial owners of the entire issued share capital of the Licensee.

Condition 14. Security Arrangements

- 1 The Licensee shall comply with the provisions of the Northern Ireland Fuel Security Code in so far as relevant to it and such provisions shall have effect as if they were set out in the Licence.
- 2 The Northern Ireland Fuel Security Code may be amended in accordance with its provisions.

Condition 15. Non-Discrimination

- 1 In undertaking the Transmission System Operator Business, the Licensee shall not unduly discriminate as between any persons or class or classes of persons (including itself in undertaking any activity other than the Transmission System Operator Business).

Condition 16. Grid Code

Establishment of the Grid Code

- 1 The Licensee shall prepare and at all times have in force, and shall (subject to paragraph 12) implement and comply with, a Grid Code:
 - (a) covering all material technical aspects relating to connections to and the operation and use of the total system or (insofar as relevant to the operation and use of the total system) the operation of electric lines and electrical plant within Northern Ireland connected to the total system or any other system in Northern Ireland for the transmission or distribution of electricity and (without prejudice to the foregoing) making express provision as to the matters referred to in paragraph 6; and
 - (b) which is, in respect of the transmission system, designed so as to:
 - (a) permit the development, maintenance and operation of an efficient, co-ordinated and economical system for the transmission of electricity in Northern Ireland as part of efficient, co-ordinated and economical systems for the transmission of electricity on the Island of Ireland;
 - (b) facilitate the transmission system being made available to persons authorised to supply or generate electricity in Northern Ireland, on terms which neither prevent nor restrict competition in the supply or generation of electricity on the Island of Ireland; and
 - (c) subject to sub-paragraphs (i) and (ii), promote the security and efficiency of the electricity generation, transmission and distribution system in Northern Ireland as a whole.
 - (c) which is, in respect of the distribution system, designed so as to:
 - (a) permit the development, maintenance and operation of an efficient, co-ordinated and economical system for the distribution of electricity; and
 - (b) neither prevent nor restrict competition in the generation and supply of

electricity in Northern Ireland, or, to the extent that the Grid Code, in respect of the distribution system, may have such effect, on the Island of Ireland.

Reviews of the Code

- 2 The Grid Code in force at the date on which this Condition becomes effective shall be the document approved as such by the Authority. Subsequently, the Licensee shall (in consultation with electricity undertakings and the Republic of Ireland System Operator, to the extent such persons are liable to be materially affected thereby) periodically review (including upon the request of the Authority) the Grid Code and its implementation. Following any such review, the Licensee, shall send to the Authority:
- (a) a report on the outcome of such review;
 - (b) any proposed revisions to the Grid Code from time to time as the Licensee (having regard to the outcome of such review) reasonably thinks fit for the achievement of the objectives referred to in paragraphs 1(b) and (c); and
 - (c) any written representations or objections from any electricity undertakings or the Republic of Ireland System Operator (including any proposals by such persons for revisions to the Grid Code not accepted by the Licensee in the course of the review) arising during the consultation process and subsequently maintained.

Revision of the Code

- 3 Revisions to the Grid Code proposed by the Licensee and sent to the Authority pursuant to paragraph 2 shall require the Authority's approval before they may be made.
- 4 Having regard to any written representations or objections referred to in subparagraph 2(c), and following such further consultation (if any) as the Authority may consider appropriate, the Authority may issue directions requiring the Licensee to

revise the Grid Code in such manner as may be specified in the directions, and the Licensee shall forthwith comply with any such directions.

- 5 The Authority shall be entitled, in order to implement the requisite arrangements referred to in condition 60 of the NIE Energy Supply Licence, to issue directions to the Licensee requiring the Licensee to revise the Grid Code in such manner and with effect from such date as may be specified in the directions, and the Licensee shall comply with any such directions, provided that such revisions shall not affect the rights or obligations of any party to:
- (a) a power purchase agreement that is not a cancellable generating unit agreement; or
 - (b) a cancellable generating unit agreement that has not, at the relevant time, been the subject of a cancellation direction, under that agreement, beyond what may reasonably be regarded as de minimis in relation to that party.

Content of the Code

- 6 The Grid Code shall include:
- (a) connection conditions specifying the technical, design and operational criteria to be complied with in respect of any connection or proposed connection at an entry or exit point on the total system;
 - (b) a set of operating codes specifying conditions and procedures under or in accordance with which the Licensee shall operate the transmission system, and under or in accordance with which other persons shall operate their plant and/or systems for the distribution of electricity in relation to the transmission system (including procedures and conditions relating to outages of generation sets and associated power station equipment), insofar as is necessary to protect the security and quality of supply and to ensure the proper and safe operation of the transmission system under both normal and abnormal operating conditions or in order to give effect to paragraph 2 of Condition 22;
 - (c) a planning code specifying the requirements for the supply of information by

persons connected (or seeking connection) at an entry point or an exit point on the total system, or in respect of the applications envisaged by Condition 27, (in each case) in order for the planning and development of the total system to be undertaken, and specifying the technical and design criteria and procedures to be applied in the planning and development of the total system and to be complied with by other persons connected or seeking connection at an entry point or an exit point on the total system in the planning and development of their own plant and systems;

- (d) a set of scheduling and dispatch codes specifying conditions and procedures for the scheduling and dispatch of generation sets connected at an entry point or exit point on the total system which are either:
 - (a) required to be subject to central dispatch instructions under the terms of any exemption granted under Article 9 of the Order or any licence granted under Article 10 of the Order; or
 - (b) are agreed by the operator of that generation set to be subject to central dispatch;

and which may include provisions relating to the management of emissions; and

- (e) a metering code setting out requirements and procedures for metering.

Copies of the Code

- 7 The Licensee shall ensure that a copy of the Grid Code is given or sent to the Authority and the Department and is published on the Licensee's website.
- 8 The Licensee shall (subject to paragraph 9) ensure that a copy of the Grid Code is given or sent to any person requesting it.
- 9 The Licensee may make a charge for any copy of the Grid Code given or sent pursuant to paragraph 8 of an amount which will not exceed any amount specified for the time being for the purposes of this Condition in directions issued from time to time by the Authority.

Non-Discrimination

- 10 In preparing, implementing and complying with the Grid Code the Licensee shall not:
- (a) unduly discriminate against or unduly prefer any person or class or classes of persons in favour of or as against any other person or class or classes of persons; or
 - (b) restrict or prevent competition in generation or supply on the Island of Ireland.
- 11 The Licensee shall keep and maintain such records concerning its implementation of and compliance with the Grid Code as are in accordance with such guidelines as the Authority shall from time to time have given to the Licensee and are, in the opinion of the Authority, sufficient to enable the Authority to assess whether the Licensee is performing the obligation imposed upon it under paragraph 10 concerning these matters and the Licensee shall furnish to the Authority such records (or such of these as the Authority may require) in such manner and at such times as the Authority may require.

Derogations

- 12 The Authority may from time to time (following consultation with the Licensee) issue directions relieving the Licensee of its obligations to implement or comply with, or to enforce against any other person any provision of, the Grid Code in respect of such parts of the transmission system and/or the distribution system to such extent as may be specified in the directions.

Definitions

- 13 In this Condition, unless the context otherwise requires:

“cancellable generating unit agreement”	shall have the meaning given to that term in the NIE Energy Supply Licence.
“power purchase agreement”	shall have the meaning given to that term in the NIE Energy Supply Licence.

Condition 17. Distribution Code

- 1 The Licensee shall comply with the provisions of the Distribution Code in so far as applicable to it.
- 2 The Authority may, following consultation with the Transmission System Owner and any other electricity undertakings directly affected thereby, issue directions relieving the Licensee of its obligation under paragraph 1 in respect of such parts of such Distribution Code and to such extent and subject to such conditions as may be specified in those directions.

Condition 18. Transmission Interface Arrangements

General Duty

- 1 The Licensee shall, in common with the Transmission Owner, prepare, obtain the Authority's approval of, and at all times have in force and implement arrangements (the "**Transmission Interface Arrangements**") which:
 - (a) set out the terms and arrangements, as between the Licensee and the Transmission Owner, referred to in paragraph 3;
 - (b) are designed to facilitate the achievement of the aims set out in paragraph 4, in so far as they relate to the transmission system; and
 - (c) set out the matters referred to in paragraph 5.
- 2 The Licensee shall be taken to have complied with paragraph 1 by:
 - (a) adopting as the Transmission Interface Arrangements, the document designated as such by the Authority, within 3 days of the Authority so designating such a document (such designation not to occur prior to 17 October 2007); and
 - (b) keeping the document under review and proposing and making modifications to it in accordance with the requirements of paragraphs 7, 8, 9 and 10.
- 3 For the purposes of this Condition, the terms and arrangements referred to in paragraph 1(a) are those which:
 - (a) are requisite for the enjoyment and discharge of the rights and obligations of:
 - (i) the Licensee in relation to the Transmission System Operator Business arising under the Order, the Energy Order, the SEM Order, the Licence, the Grid Code, the System Operator Agreement, the Single Electricity Market Trading and Settlement Code, any Connection Agreement, any Use of System Agreement and such other code or document as may be specified from time to time by the Authority; and
 - (ii) the Transmission Owner arising under the Order, the Energy Order, the

SEM Order, the Transmission Owner Licence, the Grid Code, the Single Electricity Market Trading and Settlement Code and such other code or document as may be specified from time to time by the Authority; and

- (b) provide for matters which include:
 - (i) the provision of transmission services by the Transmission Owner;
 - (ii) the technical levels to be complied with by the Licensee in relation to the transmission services;
 - (iii) the operation, including the configuration, of the transmission system;
 - (iv) matters to enable responses to (and to progress any works necessitated by) applications received for use of the All-Island Transmission Networks and/or new connections (or modifications of existing connections) to the All-Island Transmission Networks (at an entry or exit point on the transmission system or the Republic of Ireland transmission system);
 - (v) the arrangements whereby:
 - (A) the transmission system is to be developed and maintained (by the Transmission Owner) and planned and operated (by the Licensee); and
 - (B) the respective responsibilities of, and activities undertaken by, the Licensee and the Transmission Owner are to be co-ordinated;
 - (vi) the arrangements, as between the Licensee and the Transmission Owner, for the planning and development of the transmission system in co-ordination with the other parts of the All-Island Transmission Networks;
 - (vii) planning for outages, including (where appropriate) co-ordination of outages on the transmission system with outages on the Republic of Ireland transmission system;
 - (viii) the exchange of information between the Licensee and the Transmission

Owner;

- (ix) procedures to enable the Licensee or the Transmission Owner (as the case may be) to produce information about the transmission system in accordance with its respective obligations under the Order, the Energy Order, the SEM Order, the Licence, the Transmission Owner Licence and the System Operator Agreement;
- (x) the performance standards to be achieved by the Licensee and the Transmission Owner (as the case may be) in respect of the services and other matters referred to above; and
- (xi) the payment of monies to or from the Licensee in respect of the services and other matters referred to above, including in particular payments to the Licensee by the Transmission Owner of amounts approved by the Authority in respect of Transmission Network Pre-construction Project Costs (as defined in paragraph 1.1 of Annex 1 of the licence).

4 The relevant aims referred to in paragraph 1(b) are:

- (a) the efficient discharge of the obligations imposed on the Licensee and the Transmission Owner (in their capacities as such) under the Order, the Energy Order, the SEM Order and their respective licences;
- (b) the development, maintenance and operation of the transmission system as part of efficient, economical, co-ordinated, safe, secure and reliable All-Island Transmission Networks;
- (c) effective competition in the generation and supply of electricity on the Island of Ireland; and
- (d) the promotion of good industry practice and efficiency in the implementation and administration of the matters covered by the Transmission Interface Arrangements.

5 The matters referred to in paragraph 1(c) are that the Transmission Interface Arrangements:

- (a) shall provide for any disputes between the parties thereto over revisions to the Transmission Interface Arrangements to be referred to the Authority for determination; and
- (b) may provide for there to be referred to the Authority for determination such additional matters arising under the Transmission Interface Arrangements as may be specified in the Transmission Interface Arrangements.

6 The Licensee shall comply with the Transmission Interface Arrangements .

Review of the Arrangements

7 The Licensee shall, in common with the Transmission Owner:

- (a) following any modification of this Condition 18;
- (b) on receipt of a request from the Authority to do so;
- (c) periodically;

review the Transmission Interface Arrangements and their implementation to

- (d) ensure that they meet the requirements of paragraphs 1, 3, 4 and 5; and
- (e) consider whether any alternative arrangements would better achieve those requirements.

8 Following any such review, and where the review is undertaken pursuant to paragraph 7(a) or 7(b) within 3 months of the date of the modification or the date of the Authority's request, the Licensee shall, in common with the Transmission Owner, send to the Authority:

- (a) a report on the outcome of the review;
- (b) any revisions which the Licensee and the Transmission Owner agree should be made to the Transmission Interface Arrangements (having regard to the outcome of the review); and
- (c) any revisions on which the Licensee and the Transmission Owner disagree and

which dispute is thereby referred to the Authority for determination in accordance with the provisions included in the Transmission Interface Arrangements in accordance with paragraph 5(a).

Revision of the Arrangements

- 9 The Licensee shall procure that no modifications, amendments or variations are made to the Transmission Interface Arrangements without the prior approval of the Authority.
- 10 The Authority may, following consultation with the Licensee and the Transmission Owner direct the Licensee to make, in conjunction with the Transmission Owner, such revisions to the Transmission Interface Arrangements as:
 - (a) the Authority considers requisite or expedient for the purposes of facilitating the achievement of the aims set out in paragraph 4; and
 - (b) are specified in the direction.
- 11 The Licensee shall comply with any directions issued under this Condition.

Publication of the Arrangements

- 12 Where, and to the extent, required to do so by the Authority, the Licensee shall publish the Transmission Interface Arrangements on its website

Condition 18A. Distribution Interface Arrangements

General Duty

- 1 The Licensee shall, in common with the Distribution System Owner, prepare, obtain the Authority's approval of, and at all times have in force, implement and comply with, arrangements (the "**Distribution Interface Arrangements**") which:
 - (a) set out (to the extent not catered for in the Grid Code or the Distribution Code) the terms and arrangements for connection of the transmission system to the Distribution System, and the terms and arrangements between the Licensee and the Distribution System Owner that are requisite for the enjoyment and discharge of the rights and obligations of:
 - (i) the Distribution System Owner in relation to the Distribution Business arising under the Order, the Energy Order, the SEM Order, this Licence and such other code or document as may be specified from time to time by the Authority; and
 - (ii) the Licensee arising under the Order, the Energy Order, the SEM Order, its licence, and such other code or document as may be specified from time to time by the Authority; and
 - (iii) set out the matters referred to in paragraph 3.
- 2 The Licensee shall be taken to have complied with paragraph 1 by:
 - (a) adopting as the Distribution Interface Arrangements
 - (i) the document of that name designated by the Authority, within 3 days of the Authority so designating; or
 - (ii) until such time as the Authority designates such a document, such parts of the document designated by the Authority and entitled Transmission Interface Arrangements as set out the matters referred to in paragraph 1; and

- (b) reviewing the document which sets out the arrangements and proposing modifications to it in accordance with paragraphs 5, 6 and 7.
- 3 The Distribution Interface Arrangements shall provide for any disputes between the parties thereto over revisions to the Distribution Interface Arrangements to be referred to the Authority for determination. In addition, the Distribution Interface Arrangements may provide for there to be referred to the Authority for determination such additional matters arising under the Distribution Interface Arrangements as may be specified in the Distribution Interface Arrangements.
- 4 The Licensee shall procure that no modifications, amendments or variations are made to the Distribution Interface Arrangements without the prior approval of the Authority.

Review of the Arrangements

- 5 Without prejudice to paragraph 4, the Licensee shall, in common with the Distribution System Owner, periodically, or at any time on the receipt of a request from the Authority to do so, review the Distribution Interface Arrangements and their implementation to:
 - (a) ensure that they meet the requirements of paragraphs 1 and 3; and
 - (b) to consider whether any alternative arrangements would better achieve those requirements.
- 6 Following any such review, the Licensee shall, in common with the Distribution System Owner, send to the Authority:
 - (a) a report on the outcome of the review;
 - (b) any revisions which the Licensee and the Distribution System Owner agree should be made to the Distribution Interface Arrangements (having regard to the outcome of the review); and
 - (c) any matters on which the Licensee and the Distribution System Owner disagree (which matters will be referred to the Authority for determination in accordance with paragraph 3).

Revision of the Arrangements

- 7 Revisions to the Distribution Interface Arrangements proposed by the Licensee and sent to the Authority pursuant to sub-paragraph 6(b) shall require the Authority's approval before they may be made.

Publication of the Arrangements

- 8 Where, and to the extent, required to do so by the Authority, the Licensee shall publish the Distribution Interface Arrangements on its website.

Condition 19. PPB / TSO Interface Agreement

General Duty

- 1 The Licensee shall, in common with the Power Procurement Business, prepare, obtain the Authority's approval of, and at all times have in force, implement and comply with, an agreement (the "**PSIA**") which:
 - (a) sets out the terms and arrangements referred to in paragraph 3;
 - (b) in so far as consistent with the terms and arrangements referred to in paragraph 3, is designed to maintain the confidentiality of protected information (as defined in Condition 11); and
 - (c) sets out the matters referred to in paragraph 4.
- 2 The Licensee shall be taken to have complied with paragraph 1 by:
 - (a) adopting as the PSIA, the document designated as such by the Authority, within 3 days of the Authority so designating such a document (such designation not to occur prior to 17 October 2007); and
 - (b) reviewing such document and proposing modifications to it in accordance with paragraphs 6, 7 and 8.
- 3 The terms and arrangements referred to in paragraph 1(a) are those terms and arrangements between the Licensee and the Power Procurement Business that are requisite for the enjoyment and discharge of the rights and obligations of the Licensee or the Power Procurement Business under the Licence or the NIE Energy Supply Licence (respectively) and such other code or document as may be specified from time to time by the Authority. The Licensee shall not enter into any terms or arrangements with the Power Procurement Business otherwise than pursuant to the PSIA or another document or code referred to in the Licence.
- 4 The PSIA shall provide for any disputes between the parties thereto over revisions to the PSIA to be referred to the Authority for determination. In addition, the PSIA

may provide for there to be referred to the Authority for determination such additional matters arising under the PSIA as may be specified in the PSIA.

- 5 The Licensee shall procure that no modifications, amendments or variations are made to the PSIA without the prior approval of the Authority.

Review of the Arrangements

- 6 Without prejudice to paragraph 5, the Licensee shall, in common with the Power Procurement Business, periodically, or at any time on the receipt of a request from the Authority to do so, review the PSIA and their implementation to:
 - (a) ensure that they meet the requirements of paragraphs 1, 3 and 4; and
 - (b) to consider whether any alternative arrangements would better achieve those requirements.
- 7 Following any such review, the Licensee shall, in common with the Power Procurement Business, send to the Authority:
 - (a) a report on the outcome of the review;
 - (b) any revisions which the Licensee and the Power Procurement Business agree should be made to the PSIA (having regard to the outcome of the review); and
 - (c) any matters on which the Licensee and the Power Procurement Business disagree (which matters will be referred to the Authority for determination in accordance with paragraph 4).

Revision of the Arrangements

- 8 Revisions to the PSIA proposed by the Licensee and sent to the Authority pursuant to sub-paragraph 7(b) shall require the Authority's approval before they may be made.

Publication of the Arrangements

- 9 Where, and to the extent, required to do so by the Authority, the Licensee shall publish the PSIA on its website.

Condition 20. Operation of the Transmission System and the System Security and Planning Standards

- 1 The Licensee shall plan, operate, and shall co-ordinate and direct the flow of electricity onto and over, the transmission system in an efficient, economic and coordinated manner.
- 2 In complying with its obligation under paragraph 1, the Licensee shall at all times do so in accordance with

the Transmission System Security and Planning Standards, the Distribution System Security and Planning Standards, the Grid Code and the Transmission Interface Arrangements, as appropriate to the purpose under consideration, and in accordance with its role under the Transmission Interface Arrangements, and taking into account the Transmission Owner's obligations in relation to developing and maintaining the transmission system in accordance with the Transmission Owner Licence.

Revision of Arrangements

- 3 The Licensee shall in consultation with the Transmission Owner and, to the extent that they are liable to be materially affect thereby, other electricity undertakings and the Republic of Ireland System Operator, periodically (and at any time when requested to do so by the Authority) review the Transmission System Security and Planning Standards and their implementation in so far as relevant to the transmission system. Following any such review, the Licensee shall send to the Authority:
 - (a) a report on the outcome of that review;
 - (b) any revision which the Licensee proposes to make to the Transmission System Security and Planning Standards from time to time (having regard to the outcome of that review); and
 - (c) any written representations or objections from the Transmission Owner, the Republic of Ireland System Operator or electricity undertakings (including any proposals by such persons for revisions to the documents that were not

accepted by the Licensee in the course of the review) arising during the consultation process and subsequently maintained.

- 4 Revisions to the Transmission System Security and Planning Standards proposed by the Licensee and sent to the Authority pursuant to paragraph 3 shall require the Authority's approval before they may be made.
- 5 Having regard to any written representations or objections referred to in subparagraph 3(c), and following such further consultation (if any) as the Authority may consider appropriate, the Authority may issue directions requiring the Licensee to revise the Transmission System Security and Planning Standards in such manner as may be specified in the directions, and the Licensee shall comply with any such directions forthwith.

Derogation

- 6 The Authority may from time to time (following consultation with the Licensee, the Transmission Owner, (to the extent liable to be materially affected thereby) any electricity undertaking and the Republic of Ireland System Operator, and such (if any) other licence holders as the Authority shall consider appropriate) issue directions relieving the Licensee of its obligations under paragraph 2 in respect of such parts of the transmission system and to such extent as may be specified in the directions.

Publication

- 7 The Licensee shall give or send a copy of the Transmission System Security and Planning Standards, and of any revision thereto, to the Transmission Owner, the Authority and the Republic of Ireland System Operator. The Licensee shall also publish a copy of the document on its website.
- 8 The Licensee shall, subject to paragraph 9, give or send a copy of any of the Transmission System Security and Planning Standards to any person requesting it.
- 9 The Licensee may make a charge for any copy given or sent pursuant to paragraph 8 of an amount reflecting the Licensee's reasonable costs of the document which

will not exceed any amount specified for the time being for the purposes of this Condition in directions issued from time to time by the Authority.

Performance Standards

- 10 The Licensee shall, whenever requested to do so by the Authority, draw up and submit to the Authority for its approval a statement setting out criteria by which performance of the Licensee in maintaining transmission system security, availability and quality of service may be measured.
- 11 The Licensee shall within 6 months after the end of each calendar year submit to the Authority a report providing details of the performance of the Licensee during the previous calendar year against the criteria referred to in paragraph 10.

Transmission System Development and Maintenance

- 12 The Licensee shall cooperate with, and assist, the Transmission Owner in complying with its obligations under the Transmission Owner Licence regarding the development and maintenance of the transmission system.

Condition 20A. TSO Certification

Certification

- 1 Where the Licensee is certified, in accordance with Article 10E of the Order, it shall:
 - (a) as soon as practicable after it becomes aware of it, give notice (in writing) to the Authority of:
 - (i) any proposed or actual change in control of the Licensee;
 - (ii) any event, change in circumstance, or transaction undertaken (or proposed to be undertaken) by the Licensee or any affiliate or related undertaking of the Licensee, which:
 - (A) affects, or is likely to affect, the Licensee continuing to be certified on the certification ground on which it is certified; or
 - (B) requires, or is likely to require, a review by the Authority of whether the grounds for certification continue to apply.
 - (b) use its reasonable endeavours to ensure that:
 - (i) the certification ground on which it is certified continues to apply; or
 - (ii) where there is an actual change of control of the Licensee:
 - (A) the certification ground on which it is certified continues to apply; or
 - (B) it meets the requirements of another certification ground.
- 2 Where the Transmission Owner is certified, in accordance with Article 10E of the Order, the Licensee shall:
 - (a) as soon as practicable after it becomes aware of it, give notice (in writing) to the Authority of any event, change in circumstance, or transaction undertaken (or proposed to be undertaken) by the Licensee or any affiliate or related undertaking of the Licensee, which:

- (i) affects, or is likely to affect, the Transmission Owner continuing to be certified on the certification ground on which it is certified; or
- (ii) requires, or is likely to require, a reassessment by the Authority of whether the grounds for certification continue to apply in respect of the Transmission Owner.

Definitions and Interpretation

- 3 In this Condition, the terms “certified” and “certification ground” have the meaning given to them in Article 10L of the Order.

Condition 21. Operating Security Standards

- 1 The Licensee shall make arrangements sufficient to meet the operating security standard at all times.

Operating Security Standard

- 2 The operating security standard is such level of operational security which, in relation to a single contingency incident, will result in limited (quantity and time) low frequency load shedding. In the event of a long term material reduction in the commissioned capacity of any Northern Ireland Interconnector and/or the North/South Circuits, the operating security standard may be reduced to allow for planned low frequency load shedding in relation to a single contingency incident. In either case, the operating security standard shall be achieved by ensuring that:

- (a) under normal operating conditions, sufficient generating capacity and demand reduction schemes are available to meet:

- (i) the forecast demand; and
- (ii) such level of reserve capability as the Licensee determines to be necessary,

taking into account the impact factor and the availability of the Northern Ireland Interconnectors and the North/South Circuits, and assuming that available capacity will be scheduled and dispatched in accordance with the Grid Code; and/or

- (b) such other or further measures as the Authority may (upon the application of the Licensee) approve as sufficient to ensure the same level of operational security.

- 3 Notwithstanding paragraph 1, the Licensee may interrupt or reduce a supply of electricity in circumstances where:

- (a) it is necessary to do so by reason of planned maintenance undertaken in respect of any part of the total system, or by reason of a fault on or affecting any part of the total system, or by reason of the quantities of electricity delivered onto the total system, or by reason of the failure of, damage to, or

destruction of, a gas pipeline; or

- (b) electricity is available for purchase under the terms of the arrangements for trading electricity established by or referred to in the Single Electricity Market Trading and Settlement Code, but the Licensee is prevented from dispatching such electricity by reason of relevant constraints; or
- (c) it is necessary to do so to maintain the security and stability of the total system by reason of a sudden unplanned loss of part of the total system until the time at which all demand on the total system can again be met in a stable and secure manner.

Compliance

- 4 The Licensee shall, upon request by the Authority, provide to the Authority such information as the Authority may require for the purpose of monitoring compliance with this Condition and to enable the Authority (having regard to its statutory duties) to review the operation of the operating security standard.

Definitions

- 5 In this Condition, unless the context otherwise requires:

“forecast demand”	means, for any point in time, the Licensee’s forecast (made in accordance with the Grid Code) of the demand on the total system at that point in time.
“impact factor”	means the percentage of the aggregate infeeds to the transmission system which could be lost under a single contingency incident.
“relevant constraints”	means constraints produced directly by the transmission system or derived from neighbouring systems.
“single contingency incident”	means the loss of: (a) in relation to generation sets, a single

generation set (or more than one generation set connected to the transmission system through a single transformer); and

- (b) in relation to a Northern Ireland Interconnector or the North/South Circuits, such part of that Interconnector or the North/South Circuits;

that is liable to sudden interruption in the event of a single fault other than failure of, damage to, or destruction of, a gas pipeline.

“reserve capability”

means the Licensee’s reasonable expectation of the ability (in MW) of a generation set, a demand reduction scheme, a Northern Ireland Interconnector or the North/South Circuits to increase the net generation/demand balance on the total system.

Condition 22. Central Dispatch and Merit Order

- 1 The Licensee shall, in conjunction with the Republic of Ireland System Operator, schedule SEM Generation, and ensure that direct instructions for the dispatch of SEM Generation are issued, in accordance with paragraphs 2, 3, 4 and 5.
- 2 Having regard to information provided to it by the Republic of Ireland System Operator and authorised electricity operators (including as to forecast levels of electricity demand and availability of generation capacity), to forecast levels of electricity available to be transferred to or from the Island of Ireland across any Interconnector and to the requirements of the Transmission System Security and Planning Standards, the Distribution System Security and Planning Standards and the Republic of Ireland Operating Security Standards, the Licensee shall, in conjunction with the Republic of Ireland System Operator, undertake operational planning:
 - (a) for the matching of SEM Generation output (including a reserve of SEM Generation to provide a security margin of SEM Generation availability) with forecast demand on the Island of Ireland after taking into account, inter alia:
 - (a) unavailability of generation sets and/or Interconnector transfers;
 - (b) constraints from time to time imposed by technical limitations on the All-Island Networks or any part thereof; and
 - (c) electricity delivered to the All-Island Networks from generation sets not subject to central dispatch; and
 - (b) (consistently with sub-paragraph (a) above, in accordance with the Grid Code and subject to paragraph 10 of Condition 16), for the release of parts of the transmission system for maintenance, repair, extension or reinforcement.

Merit Order

- 3 The Licensee shall (pursuant to the Grid Code), in conjunction with the Republic of Ireland System Operator (pursuant to the Republic of Ireland Grid Code), establish and operate, a merit order system for SEM Generation.

4 Taking account of, inter alia, the factors set out in paragraph 5, the Licensee shall, in conjunction with the Republic of Ireland System Operator:

- (a) schedule SEM Generation; and
- (b) except to the extent not reasonably achievable given that the Licensee and the Republic of Ireland System Operator each have separate control centres from which dispatch instructions to generation sets in each of their respective jurisdictions are issued, ensure that direct instructions for the dispatch of SEM Generation are issued:

in each case:

- (c) in ascending order of relevant prices; and
- (d) as will in aggregate (and after taking account of electricity delivered to or from the All-Island Networks from or to other sources) be sufficient to match at all times (to the extent possible having regard to the availability of SEM Generation) demand forecast on the All-Island Networks taking account of information provided by electricity undertakings, together with an appropriate margin of reserve.

5 The factors referred to in paragraph 4 include:

- (a) forecast demand on the Island of Ireland;
- (b) technical constraints from time to time imposed on the All-Island Networks or any part or parts thereof;
- (c) the dynamic operating characteristics of the SEM Generation;
- (d) forecast exports of electricity across any Interconnector;
- (e) transmission and distribution losses;
- (f) (in respect of the transmission system) the operating security standard, and (in respect of the Republic of Ireland transmission system) the Republic of Ireland Operating Security Standards; and

- (g) other matters provided for in the Grid Code and the Republic of Ireland Grid Code (including, in each case, any arrangements for the dispatch of renewable generators).

Provision of Information

- 6 The Licensee shall provide to the Authority such information as the Authority shall request concerning the merit order system or any aspect of its operation.

Cease to have effect

- 7 This Condition shall cease to have any effect from the date determined by the Authority subject to any transitional provisions which the Authority may direct and without prejudice to the continuing enforceability of any rights or obligations which may have accrued or otherwise fallen due for performance prior to that date (including any requirement to comply with the direction of the Authority issued prior to that date).

Definitions

- 8 In this Condition, unless the context otherwise requires:

"available" means, in relation to any generation set or Interconnector transfer, a generation set or Interconnector transfer which is available in accordance with the Grid Code or the Republic of Ireland Grid Code (as applicable), and **"availability"** shall be construed accordingly.

"central dispatch" means the process of scheduling and issuing direct instructions by the Licensee, in conjunction with the Republic of Ireland System Operator, as referred to in paragraph 1.

"Interconnector transfer"	means the flow of electricity across an Interconnector into, or out of, the Island of Ireland.
"merit order system"	means a system establishing economic precedence of electricity from available generation sets or Interconnector transfers to be delivered or transferred to the All-Island Networks (subject to other system needs).
"NI SEM Generation"	means the available generation sets of each relevant generator which: (a) are required to be subject to central dispatch under the terms of that relevant generator's licence or exemption (as applicable); or (b) are otherwise agreed by that relevant generator to be subject to central dispatch.
"relevant generator"	means: (a) the holder of a licence under Article 10(1)(a) of the Order; or (b) a person who is exempt from the requirement to hold such a licence in accordance with Article 9 of the Order, and whose generation set is connected to the total system.
"relevant price"	means, in relation to each generation set and each Interconnector transfer, the price submitted in respect of that generation set or Interconnector transfer in accordance with the Single Electricity Market Trading and Settlement Code.

“Republic of Ireland Generator” means a person licensed to generate electricity under Section 14(1)(a) of the Republic of Ireland Electricity Act, or the Republic of Ireland Board acting in its capacity as the owner or operator of generation sets.

“Republic of Ireland SEM Generation” means the available generation sets of each Republic of Ireland Generator which:

- (a) are required to be subject to central dispatch under the terms of that Republic of Ireland Generator’s licence; or
- (b) are otherwise agreed by that Republic of Ireland Generator to be subject to central dispatch.

“SEM Generation” means NI SEM Generation, Republic of Ireland SEM Generation and available Interconnector transfers taken together.

Condition 22A. Scheduling and Dispatch

1 The Licensee shall, in conjunction with the Republic of Ireland System Operator, schedule SEM Units and ensure that direct instructions for the dispatch of SEM Units are issued in accordance with paragraphs 2, 3, 4 and 5.

2 Having regard to information provided to it by the Republic of Ireland System Operator and by authorised electricity operators (including as to forecast levels of electricity demand and availability of generation capacity), to forecast levels of electricity available to be transferred to or from the Island of Ireland across any Interconnector and to the requirements of the Transmission System Security and Planning Standards, the Distribution System Security and Planning Standards and the Republic of Ireland Operating Security Standards, the Licensee shall, in conjunction with the Republic of Ireland System Operator, undertake operational planning:

(a) for the matching of SEM –Unit output (including a reserve of SEM Units to provide a security margin of SEM -Unit availability) with forecast demand on the Island of Ireland after taking into account, inter alia:

(i) physical notifications;

(ii) unavailability of Generation Units and/or Interconnector transfers;

(iii) constraints from time to time imposed by technical limitations on the All-Island Networks or any part thereof; and

(iv) electricity delivered to the All-Island Networks from generation sets not subject to central dispatch; and

(b) consistently with sub-paragraph (a) above, and in accordance with the Grid Code, for the release of parts of the transmission system for maintenance and repair, extension or reinforcement.

3 The Licensee shall (pursuant to the Grid Code) in conjunction with the Republic of Ireland System Operator (pursuant to the Republic of Ireland Grid Code), establish and operate, a merit

order system for the Balancing Market. The merit order so established shall take account of the following objectives:

- (a) minimising the cost of diverging from physical notifications;
- (b) as far as practical, enabling the Ex-Ante Market to resolve energy imbalances; and
- (c) as far as practical, minimising the cost of non-energy actions by the Licensee.

4 Taking account of, *inter alia*, the factors set out in paragraph 5, the Licensee shall, in conjunction with the Republic of Ireland System Operator:

- (a) schedule SEM Units; and
- (b) except to the extent not reasonably achievable given the fact that the Licensee and the Republic of Ireland System Operator each have separate control centres from which dispatch instructions to generation sets in each of their respective jurisdictions are issued, ensure that direct instructions to dispatch SEM Units are issued;

in each case:

- (c) in ascending order of incremental offer prices and descending order of decremental bid prices; and
- (d) as will in aggregate (and after taking account of electricity delivered to or from the All-Island Transmission Networks from or to other sources and submitted physical notifications) be sufficient to match at all times (to the extent possible having regard to the availability of SEM Units) demand forecast on the All-Island Networks taking account of information provided by electricity undertakings and by authorised electricity operators, together with an appropriate margin of reserve.

5 The factors referred to in paragraph 4 are:

- (a) forecast demand on the Island of Ireland;
- (b) physical notifications;
- (c) the values of the parameters which have been determined by the Authority as the scheduling and dispatch policy parameters;
- (d) technical constraints from time to time imposed on the All-Island Networks or any part or parts thereof;
- (e) the dynamic operating characteristics of SEM Units;
- (f) flows of electricity across any Interconnector;
- (g) transmission and distribution losses;
- (h) in respect of the transmission system, the operating security standard and (in respect of the Republic of Ireland transmission system) the Republic of Ireland Operating Security Standards; and
- (i) other matters provided for in relevant legislation, the Grid Code and the Republic of Ireland Grid Code including in each case any arrangements for the dispatch of renewable generators.

6 The Licensee shall, when directed by the Authority to do so, prepare a report considering and proposing the initial values of the policy parameters to be used in its scheduling and dispatch process . Following publication of the Licensee's report and consultation with such persons as the Authority believes appropriate, the Authority shall determine the values of the policy parameters to be used in the scheduling and dispatch process which may include the -Long Notice Adjustment Factor and the System Imbalance Flattening Factor and shall specify the period for which they shall apply. The Licensee shall use the specified values of the policy parameters in the scheduling and dispatch support systems until such times any revisions are to be applied following the procedures set out in paragraph 7.

7 The Licensee shall provide a report to the Authority on an annual basis, or whenever so required by the Authority, on the performance of its scheduling and dispatch process resulting from the current values of the scheduling and dispatch policy parameters. The Licensee may propose changes to the values of those parameters, or their replacement with different parameters. After publication of the Licensee's report and following consultation with such persons as the Authority believes appropriate, the Authority may determine that the values of the policy parameters shall change, or that different policy parameters shall be used. Such a determination shall specify the date from which any such changes shall take effect and may specify transitional arrangements to be applied by the Licensee.

8 The Licensee shall provide to the Authority such information as the Authority shall request concerning the merit order system or any aspect of its operation.

9 The Licensee shall arrange for the carrying out of a periodic audit of the scheduling and dispatch process, its operation and implementation in accordance with directions given to it from time to time by the Authority in respect of such matters as the Authority considers appropriate, including (without prejudice to the generality):

- (a) the frequency, audit period, process and timetable for the audit;
- (b) the selection, appointment and tenure of a person or firm to carry out the audit;
- (c) the terms of reference for the audit;
- (d) the publication of the audit report and of any other relevant materials;

and the Licensee shall provide, or arrange for the provision, in a timely manner of such information, reports or other assistance (whether to the Authority or to another person specified by the Authority) as the Authority may request concerning the audit. The Licensee shall, where directed to do so by the Authority, implement the recommendations contained in any audit report.

Coming Into Effect

10 The provisions of this Condition (other than those of this paragraph and of paragraph 11 which shall come into immediate effect) shall come into effect on such day, and subject to such transitional arrangements, as the Authority may by direction appoint. Different days may be so appointed for different provisions and for different purposes.

11 In this Condition:

“Available”	means, in relation to any generation set, demand side unit or Interconnector transfer, generation set, demand side unit or Interconnector transfer which is available in accordance with the Grid Code or the Republic of Ireland Grid Code (as applicable) and “availability” shall be construed accordingly;
“central dispatch”	means the process of scheduling and issuing direct instructions by the Licensee, in conjunction with the Republic of Ireland System Operator, as referred to in paragraph 1;
“Interconnector transfer”	means the flow of electricity across an Interconnector into, or out of, the Island of Ireland;
“Long Notice Adjustment Factor”	means a multiplier applied to the start-up costs of generation sets which varies depending on the length of notice provided in any instruction from the Licensee to synchronise such generation set and which has greater values for greater lengths of notice;
“merit order system”	means a system establishing economic precedence of electricity from available generation sets or Interconnector transfers to

“NI SEM Units”	be delivered or transferred to the All-Island Networks (subject to other system needs). means the available generation sets of each relevant generator or demand side units which:
	(a) are required to be subject to central dispatch instructions under the terms of that relevant generator’s licence or exemption (as applicable); or (b) are otherwise agreed by that relevant generator or aggregator to be subject to central dispatch.
“non-energy actions”	means dispatch instructions categorised through the ex-post market systems as resolving system security constraints and meeting other statutory requirements rather than balancing energy between demand and generation;
“physical notification”	has the meaning set out in the Single Electricity Market Trading and Settlement Code Part B;
“relevant generator”	means: (a) the holder of a licence under Article 10(1)(a) of the Order; or (b) a person who is exempt from the requirement to hold such a licence in accordance with Article 9 of the Order, and whose generation set is connected to the total system.
“Republic of Ireland Generator”	means a person licensed to generate electricity under Section 14(1)(a) of the Republic of Ireland Electricity Act, or the Republic of Ireland Board acting in its

“Republic of Ireland SEM Generation”	capacity as the owner or operator of generation sets. means the available generation sets of each Republic of Ireland Generator which:
	(a) are required to be subject to central dispatch under the terms of that Republic of Ireland Generator’s licence; or (b) are otherwise agreed by that Republic of Ireland Generator to be subject to central dispatch.
“scheduling and dispatch policy parameters”	means the parameters to be used in the Licensee’s scheduling and dispatch support systems which are subject to paragraphs 6 an 7 and may include a Long Notice Adjustment Factor and a System Imbalance Flattening Factor;
“SEM Units”	means NI SEM Generation, Demand Side Units and System Service providers, Republic of Ireland SEM Generation, Demand Side Units and System Service providers and available Interconnector transfers taken together.
“System Imbalance Flattening Factor”	means a multiplier applied to the start-up costs of generation sets which varies depending on the degree to which forecast generation including forecast imports and forecast exports on Interconnectors is short of forecast demand and which has greater values for greater shortages.

Condition 22B. Balancing Market Principles Statement

1 The Licensee shall, when directed by the Authority to do so, prepare in conjunction with the Republic of Ireland System Operator, a Balancing Market Principles Statement being a document which i) describes the Licensee's scheduling and dispatch process within the Balancing Market; and ii) sets out the Licensee's reporting regime for occasions when it has acted in exception to the processes and procedures set out in the statement.

2 The Balancing Market Principles Statement shall be in a form approved by the Authority and shall be based upon and fully comply with the BMPS Terms of Reference. The Balancing Market Principles Statement shall be published on the Licensee's website.

3 The Licensee shall ensure that, following updates to obligations on the Licensee and/or the Licensee's associated operational processes and in accordance with paragraphs 5 and 6 below, the Balancing Market Principles Statement is as accurate and up-to-date a description of the scheduling and dispatch process as is practicable.

4 The Licensee shall review the Balancing Market Principles Statement on an ongoing basis (and in any event, at least once a year) to determine if it continues to be an accurate and up-to-date description of the Licensee's scheduling and dispatch process within the Balancing Market. The Licensee shall propose such amendments to the Balancing Market Principles Statement as it considers necessary following such reviews, or upon being informed to do so by the Authority, in accordance with paragraphs 5 and 6.

5 Except where the Authority directs otherwise, before revising the Balancing Market Principles Statement the Licensee shall:

- (a) send a copy of the proposed revisions to the Authority;
- (b) consult market participants on the proposed revisions and allow them a period of not less than 28 days in which to make representations to the Licensee;
- (c) submit to the Authority within 7 days from the close of the consultation a report setting out:

- (i) the revisions originally proposed;
- (ii) the representations (if any) made to the Licensee;
- (iii) any changes to the revisions subsequent to the consultation process, and
- (iv) where the Authority directs that sub-paragraphs i), ii), and iii) or any of them shall not apply, comply with such other requirements as are specified in the direction.

6 The Licensee shall not revise the Balancing Market Principles Statement and any revision thereof until the expiry of 28 days from the date on which the Authority receives the report referred to in sub-paragraph 5(c) unless prior to that date the Authority either i) directs the Licensee to make the revision on an earlier date; or ii) directs the Licensee not to make the revision.

Coming Into Effect

7 The provisions of this Condition (other than those of this paragraph and of paragraph 8 which shall come into immediate effect) shall come into effect on such day, and subject to such transitional arrangements, as the Authority may by direction appoint. Different days may be so appointed for different provisions and for different purposes.

8 In this condition:

“BMPS Terms of Reference”

means Appendix A of the document named “Balancing Market Principles Statement Terms of Reference” published by the SEM Committee on 7th October 2016 (SEM-16-058) or such other document replacing the same and published by the Authority from time to time.

Condition 23. Single Electricity Market Trading and Settlement Code

- 1 The Licensee shall accede to the Single Electricity Market Trading and Settlement Code and comply with it in so far as applicable to it in its capacity as:
 - (a) the system operator in respect of the transmission system;
 - (b) the operator of the Capacity Market;
 - (c) the operator of the Balancing Market; and
 - (d) the appointed Meter Data Provider (as defined in the Single Electricity Trading and Settlement Code) for metering systems that relate to entry or exit points on the transmission system.

Condition 23A. Capacity Market

1. The Licensee shall enter into and, in conjunction with the Republic of Ireland System Operator, at all times administer and maintain in force, the Capacity Market Code, being a document which:

- (a) makes provision in respect of the capacity arrangements described in paragraph 3;
- (b) is designed to facilitate achievement of the objectives set out in paragraph 4; and
- (c) contains modification procedures which provide that any modifications to the Capacity Market Code (but not, necessarily, to the Agreed Procedures) must be subject to the prior approval of the Authority and which enable the Authority to propose modifications to the Capacity Market Code;

and the Licensee shall be taken to have complied with this paragraph to the extent that it:

- (d) adopts, on the date of such designation, as the Capacity Market Code the document designated as such by the Authority for the purposes of this Condition; and
- (e) on an on-going basis reviews and proposes such modifications to that document (in accordance with the modification provisions therein) as would be necessary to ensure that that document meets the requirements of this paragraph 1.

2. The Licensee shall comply with the Capacity Market Code insofar as it is applicable to it as the holder of a licence granted under Article 10(1)(b) of the Order.

3. The capacity arrangements referred to in paragraph 1(a) are arrangements to secure generation adequacy and capacity to meet the demands of consumers including (without limitation) rules and procedures for the application for and allocation of agreements to remunerate the provision of electricity capacity (whether through the provision of generation, electricity supplied via interconnectors, reduction in demand or otherwise) across the Island of Ireland. Those arrangements taken together with the arrangements for calculation and settlement of such

remuneration (which are dealt with under the provisions of the Single Electricity Market Trading and Settlement Code), are referred to in this Condition as the “Capacity Market”.

4. The objectives referred to in paragraph 1(b) are:

(a) to facilitate the efficient discharge by the Licensee of the obligations imposed on it by this licence, and to facilitate the efficient discharge by the Republic of Ireland System Operator of the obligations imposed on it by the Republic of Ireland System Operator Licence;

(b) to facilitate the efficient, economic and coordinated operation, administration and development of the Capacity Market and the provision of adequate future capacity in a financially secure manner;

(c) to facilitate the participation of undertakings including electricity undertakings engaged or seeking to be engaged in the provision of electricity capacity in the Capacity Market;

(d) to promote competition in the provision of electricity capacity to the Single Electricity Market;

(e) to provide transparency in the operation of the Single Electricity Market;

(f) to ensure no undue discrimination between persons who are or may seek to become parties to the Capacity Market Code; and

(g) through the development of the Capacity Market, to promote the short-term and long-term interests of consumers of electricity with respect to price, quality, reliability, and security of supply of electricity across the Island of Ireland.

5. The Licensee shall, in conjunction with the Republic of Ireland System Operator, ensure that persons who are a party to the Capacity Market Code or who wish to become a party to the Capacity Market Code have, to the extent that is reasonably practicable, a single point of contact when participating in the Capacity Market and interfacing with the Transmission System Operator Business.

6. The Licensee shall provide to the Authority such information as the Authority may request concerning the Capacity Market Code or any aspect of its operation.

Coming into Effect

7. The provisions of this Condition (other than those of this paragraph and paragraph 8 below which shall come into immediate effect) shall come into effect on such day, and subject to such transitional arrangements, as the Authority may by direction appoint. Different days may be so appointed for different provisions and for different purposes.

Definitions

8. In this Condition:

“Agreed Procedures” means the detailed procedures that form part of the Capacity Market Code, but which are subsidiary to the main provisions of the code, as (subject thereto) such expression is defined in the code;

Condition 23B. Compliance and Assurance Officer

1 In addition to and separate from the appointment of a Compliance Manager under Condition 12, the Licensee shall, in conjunction with the Republic of Ireland System Operator, and following consultation with the Authority, appoint a competent person who is a senior member of either its personnel or the personnel of the Republic of Ireland System Operator (the “Compliance and Assurance Officer”), acting on behalf of both the Licensee and the Republic of Ireland System Operator, for the purpose of verifying the Licensee’s compliance with its obligations under Conditions 5, 11 and 15, and to provide independent assurance of such verifications.

2 The Licensee shall ensure that the Compliance and Assurance Officer is independent and has access to such staff, premises, systems, information, documentation, equipment, facilities and other resources as he might reasonably expect to require to fulfil the duties and tasks assigned to him.

3 The Licensee shall provide a copy of any complaints received by it in respect of Condition 5, 11 and 15, to the Compliance and Assurance Officer as soon as reasonably practicable and in any event within one month of receiving any such complaint.

4 The duties and tasks assigned to the Compliance and Assurance Officer shall include:

- (a) providing relevant advice and information to the Licensee for the purpose of ensuring its compliance with Conditions 5, 11 and 15;
- (b) monitoring the Licensee’s compliance with Conditions 5, 11 and 15 and providing assurances around this;
- (c) reviewing the processes followed and ensuring that due process has been applied to the investigation of any complaint or representation received by him or the Licensee from any person in respect of any matter arising under or by virtue of Conditions 5, 11 and 15;

(d) recommending and advising on the remedial action which any such investigation has demonstrated to be necessary or desirable; and

(e) reporting annually, or more often as reasonably requested by the Authority, to the directors of the Licensee on his activities during the period covered by the report and the investigations he has conducted. This report shall be prepared and submitted in a form approved by the Authority and shall include the Compliance and Assurance Officer's assessment of the compliance of the Licensee with the requirements of Condition 5, 11 and 15, as well as an explanation of the practices, procedures and systems adopted to effect compliance with such conditions.

5 The Licensee shall, following consideration of the Compliance and Assurance Officer's Final report and within one calendar month, or such other period agreed by the Authority, provide a copy of the Compliance and Assurance Officer's Final report, together with its response to that report to the Authority.

6 Following approval of the Compliance and Assurance Officer's Final report by the Authority, the Licensee shall publish it and any part of its response to the report specified by the Authority on its website once directed to do so by the Authority.

Coming into Effect

7 The provisions of this Condition (other than those of this paragraph which shall come into immediate effect) shall come into effect on such day, and subject to such transitional arrangements, as the Authority may by direction appoint. Different days may be so appointed for different provisions and for different purposes.

Condition 24. System Operator Agreement

Content of the System Operator Agreement

- 1 The Licensee shall, by 1 October 2007 (or such later date as the Authority may direct), enter into, and thereafter comply with, and, in conjunction with the Republic of Ireland System Operator, at all times maintain in force, an agreement (the “**System Operator Agreement**”) which:
 - (a) insofar as any matter is within the control of the Republic of Ireland System Operator and affects the ability of the Licensee to carry on the Transmission System Operator Business, ensures that such matter is carried out in a manner such that the Licensee is capable, on a continuing basis, of carrying on the Transmission System Operator Business;
 - (b) insofar as any matter is within the control of the Licensee in its capacity as the holder of the Licence and affects the ability of the Republic of Ireland System Operator to carry on the Republic of Ireland System Operator Business, ensures that such matter is carried out in a manner such that the Republic of Ireland System Operator is capable, on a continuing basis, of carrying on the Republic of Ireland System Operator Business;
 - (c) insofar as a matter is within the control of the Licensee in its capacity as the holder of the Licence and/or of the Republic of Ireland System Operator and affects the ability of the Northern Ireland Market Operator Licensee and/or the Republic of Ireland Market Operator Licensee to carry on the Single Market Operation Business, ensures that such matter is carried out in a manner such that the Northern Ireland Market Operator Licensee and/or the Republic of Ireland Market Operator Licensee (as applicable) is capable, on a continuing basis, of carrying on the Single Market Operation Business;
 - (d) insofar as a matter is within the control of the Northern Ireland Market Operator Licensee and/or of the Republic of Ireland Market Operator Licensee and affects the ability of the Licensee in its capacity as the holder of the Licence and/or of the Republic of Ireland System Operator to carry on the Transmission System Operator Business and/or to the Republic of Ireland System Operator

Business, ensures that such matter is carried out in a manner such that the Licensee in and/or the Republic of Ireland System Operator (as applicable) is capable, on a continuing basis, of carrying on the Transmission System Operator Business and/or the Republic of Ireland System Operator Business (as applicable); and

- (e) is designed so as to:
 - (a) at all times protect the interests of consumers of electricity in Northern Ireland and Ireland;
 - (b) promote the efficient discharge of the obligations imposed on the Licensee in its capacity as the holder of a licence granted under Article 10(1)(b) of the Order, and on the Republic of Ireland System Operator, under licences, laws and regulations;
 - (c) facilitate the planning, development, maintenance and operation of the transmission system as part of efficient, economical, co-ordinated, safe, secure and reliable All-Island Transmission Networks;
 - (d) neither prevent nor restrict effective competition in the generation and supply of electricity on the Island of Ireland; and
 - (e) promote good industry practice and efficiency in the implementation and administration of the matters covered by the System Operator Agreement.

2 Without prejudice to the generality of paragraph 1, the System Operator Agreement shall:

- (a) set out the arrangements regarding the rights and obligations of the Licensee as against the Republic of Ireland System Operator, in relation to contracts (and applications) for connection to, and use of, the All-Island Transmission Networks (including as envisaged by Conditions 27 and 28); and
- (b) provide for the sharing of costs and the making of payments between the Licensee and the Republic of Ireland System operator, including any sharing of costs and the making of any payments in respect of action taken or

expenditure incurred by the Licensee or the Republic of Ireland System Operator for the purposes of complying with the provisions of the System Operator Agreement.

Review and Amendment of the System Operator Agreement

- 3 The Licensee shall, in conjunction with the Republic of Ireland System Operator, periodically review (including at the request of the Authority) the System Operator Agreement and its implementation.
- 4 Save as provided for in paragraphs 5 and 6 below, the Licensee shall procure that the System Operator Agreement is not amended otherwise than by mutual consent of all the persons who are, at the relevant time, a party thereto. Where a proposed amendment may have a material impact on the business of any electricity undertaking or on the operation of the Single Electricity Market, the Licensee shall consult with electricity undertakings and give due consideration to any representations received.
- 5 The Licensee shall ensure that the System Operator Agreement allows any party to the System Operator Agreement to (without restriction) refer to the Authority any proposed amendment to the System Operator Agreement that any other party thereto disputes where the dispute remains outstanding for more than 30 days after a party serves a notice on the others that refers to this paragraph. Where a proposed amendment is referred to the Authority in accordance with the provision of the System Operator Agreement included in order to meet the requirements of this paragraph, the Licensee shall comply with (and, in conjunction with the Republic of Ireland System Operator, amend the System Operator Agreement to conform to) that amendment to the extent it is approved by the Authority.
- 6 In addition to the matters specified in paragraph 5, the System Operator Agreement may provide for there to be referred to the Authority for determination (subject to the Authority accepting such referral) such additional matters arising under the System Operator Agreement as may be specified in the System Operator Agreement.

- 7 The Licensee shall, in conjunction with Republic of Ireland System Operator, report annually to the Authority on the operation of the System Operator Agreement to the extent relevant to the functions, rights and obligations of the Licensee.

Publication of the System Operator Agreement

- 8 Where, and to the extent, required to do so by the Authority, the Licensee shall publish the System Operator Agreement on its website.

Definitions

- 9 In this Condition, unless the context otherwise requires:

“Republic of Ireland System Operator Business”	has the meaning attributed to the expression “Transmission System Operation Business” in the Republic of Ireland System Operator Licence.
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Condition 25. Requirement to Offer Terms – Users and Connectees

Offer of terms for use of the All-Island Transmission Networks

- 1 On application by any eligible person, the Licensee shall (subject to paragraph 6) offer to enter into a Use of System Agreement:
 - (a) to accept into the All-Island Transmission Networks at such entry point or points on the transmission system, and in such quantities, as may be specified in the application, electricity to be provided by or on behalf of such person; and
 - (b) to deliver such quantities of electricity as are referred to in sub-paragraph (a) above (less any transmission losses on the All-Island Transmission Networks) to such exit point or points on the transmission system and to such person or persons as may be specified in the application; and
 - (c) specifying the use of system charges to be paid by the person seeking use of the All-Island Transmission Networks in respect of generation or supply in Northern Ireland, such charges (unless manifestly inappropriate) to be referable to the statement prepared in accordance with paragraph 1 (or, as the case may be, paragraph 7) of Condition 30 or any revision of such statement; and
 - (d) containing such further terms as are or may be appropriate for the purposes of the agreement.

In this paragraph references to "eligible person" shall be construed as references to persons licensed under Article 10 of the Order (or exempt from the requirement to be so licensed under Article 9 of the Order) or who have applied for a licence under Article 10 and whose application has not been withdrawn or rejected (including, for the avoidance of doubt, the Power Procurement Business in its capacity as such).

Offer of terms for connection to the All-Island Transmission Networks

- 2 On application by any person, the Licensee shall (subject to paragraph 6) offer to enter into a Connection Agreement (or amend an existing Connection Agreement) for connection (or modification of an existing connection) to the All Island

Transmission Networks at entry or exit points on the transmission system, and such offer shall make detailed provision regarding:

- (a) the carrying out of works (if any) required to connect the transmission system to any other system for the transmission of electricity and for the obtaining of any consents necessary for such purposes;
- (b) the carrying out of works (if any) in connection with the extension or reinforcement of the All-Island Networks rendered necessary or appropriate by reason of making the connection or modification to an existing connection and for the obtaining of any consents necessary for such purposes;
- (c) the installation of appropriate meters (if any) required to enable the Licensee to measure electricity being accepted into the All-Island Transmission Networks at the specified entry point or points or leaving such system at the specified exit point or points;
- (d) the carrying out of works (if any) in relation to the installation of such switchgear or other apparatus (if any) as may be required for the interruption of supply;
- (e) the date by which any works required so as to permit access to the All-Island Transmission Networks (including for this purpose any works to reinforce or extend any of the All-Island Networks) shall be completed and so that:
 - (i) where the application is for a Relevant Generation Connection, that date is within 24 months of the date the agreement is entered into (the 'relevant period'), unless it is not reasonably practicable for the works to be completed within the relevant period (in which case the licensee shall provide the applicant with the reasons why it is not reasonably practicable to complete the works within the relevant period); and
 - (ii) unless otherwise agreed by the person making the application, a failure to complete such works by such date shall be a material breach of the agreement entitling the person to rescind the agreement;

- (f) the installation of special metering, telemetry or data processing equipment (if any) for the purpose of enabling any person who is bound to comply with the Grid Code to comply with its obligations in respect to metering thereunder or the performance by the Licensee of any service in relation to such metering thereunder;
 - (g) the connection charges to be paid to the Licensee, such charges:
 - (i) to be presented in such a way as to be referable to the statements prepared in accordance with paragraph 1 (or, as the case may be, paragraph 7) of Condition 30 or any revision of such statements; and
 - (ii) to be set in conformity with the requirements of paragraph 5 of Condition 30 and (where relevant) of paragraph 3; and
 - (h) such further matters as are or may be appropriate for the purposes of the agreement.
- 3 For the purpose of determining an appropriate proportion of the costs directly or indirectly incurred in carrying out works (or in relation to any of the other matters referred to in paragraph 5 of Condition 30) under an agreement for making a connection or modification to an existing connection the Licensee shall have regard to:
- (a) the benefit (if any) to be obtained or likely in the future to be obtained by the Licensee or any other person as a result of the carrying out of such works (or of such other matters) whether by reason of the reinforcement or extension of any part of the All-Island Networks or the provision of additional entry or exit points on such networks or otherwise; and
 - (b) the ability or likely future ability of the Licensee to recoup a proportion of such costs from third parties.

Offer of terms - general

- 4 The Licensee shall, as soon as practicable after it receives an application in accordance with paragraph 1 or 2, request (to the extent necessary) an offer from

the Transmission Owner and/or the Republic of Ireland System Operator (in accordance with the Transmission Interface Arrangements and/or the System Operator Agreement as appropriate) in respect of that application and the works (if any) necessitated by that application.

- 5 The Licensee shall offer terms for agreements in accordance with paragraphs 1 and 2 as soon as practicable and (save where the Authority consents to a longer period, which consent may be given on the application of the Licensee following consultation by the Licensee with the person making the application and such other persons as the Licensee considers may be affected or interested) in any event not more than the period specified in paragraph 7 after receipt by the Licensee of an application containing all such information as the Licensee may reasonably require for the purpose of formulating the terms of the offer. A form of standard terms for agreements in paragraphs 1 and 2 shall be published on the Licensee's website, together with any subsequent revisions thereof.
- 6 The Licensee shall not be obliged pursuant to this Condition to offer to enter or to enter into any Connection Agreement or any Use of System Agreement:
 - (a) if to do so would involve the Licensee:
 - (i) in breach of its duties under Article 12 of the Order; or
 - (ii) in breach of any regulations made under Article 32 of the Order or of any other enactment relating to safety or standards applicable in respect of the transmission system; or
 - (iii) in breach of the Conditions of the Licence;
 - (iv) in breach of the Grid Code; or
 - (b) if the person making the application does not undertake to be bound by such parts of the Grid Code and to such extent as the Authority shall from time to time specify in directions issued to the Licensee for the purposes of this Condition; or
 - (c) if, when requested to do so by the Licensee, the Transmission Owner and/or

the Republic of Ireland System Operator does not offer to enter into an agreement for connection/extension works in respect of the Connection Agreement or Use of System Agreement in question.

- 7 For the purpose of paragraph 5, the period specified shall be:
- (a) in the case of persons seeking use of system, 28 days; and
 - (b) in the case of persons seeking connection (or modification to an existing connection) or seeking use of system in conjunction with connection, 3 months.
- 8 The Licensee shall, within 28 days following receipt of a request from any person, give or send to such person such information in the possession of the Licensee as may be reasonably required by such person for the purpose of completing the information required by that person in relation to its application for a licence under Article 10 of the Order.

Definitions

- 9 In this Condition:

"high efficiency cogeneration"	has the meaning given to it in Directive 2012/72/EU of the European Parliament and of the Council of 25 October 2012 on energy efficiency.
"Relevant Generation Connection"	means a connection between the All Island Transmission Networks and a high efficiency cogeneration generating installation (the 'relevant premises') the purpose of which is to enable the All Island Transmission Networks to receive a supply of electricity from the relevant premises.

Condition 26. Functions of the Authority – Disputes with Users and Connectees

- 1 If, after a period which appears to the Authority to be reasonable for the purpose, the Licensee has failed to enter into a Connection Agreement or Use of System Agreement with any person entitled or claiming to be entitled thereto pursuant to a request under Condition 25, the Authority may, pursuant to Article 11(3)(c) of the Order and on the application of that person or the Licensee, settle any terms of the Connection Agreement or Use of System Agreement in dispute between the Licensee and that person in such manner as appears to the Authority to be reasonable having (insofar as relevant) regard in particular to the following considerations:
 - (a) that such person should pay to the Licensee:
 - (a) in the case of provision of use of the All-Island Transmission Networks in respect of generation or supply in Northern Ireland, the use of system charges determined in accordance with paragraph 1 or 7 of Condition 30; and
 - (b) in the case of provision of a connection (or a modification to an existing connection) to the All Island Transmission Networks at an entry or exit point on the transmission system, the whole or an appropriate proportion (as determined in accordance with paragraph 3 of Condition 25) of the costs referred to in paragraph 5 of Condition 30 together with a reasonable rate of return on the capital represented by such costs;
 - (b) that no such person should pay any charges such as are referred to in subparagraph (b) of paragraph 4 of Condition 30 in respect of any connection (or any modification of an existing connection) to the All-Island Transmission Networks at an entry or exit point on the transmission system made prior to such date as shall be specified in a direction issued by the Authority for the purposes of this Condition and that no such charges should be paid in respect of any such connection or modification made after such date unless the Authority is satisfied that the extension or reinforcement in respect of which the charges are to be paid was rendered necessary or appropriate by virtue of

providing connection to or use of system to the person or making such a modification;

- (c) that the performance by the Licensee of its obligations under the Connection Agreement or Use of System Agreement should not involve the Licensee in a breach such as is referred to in paragraph 6 of Condition 25;
- (d) that the performance by the Transmission Owner of its obligations under any agreement necessitated in relation to the Connection Agreement or Use of System Agreement pursuant to paragraph 4 of Condition 25 should not involve the Transmission Owner in a breach such as is referred to in condition 20 of the Transmission Owner Licence;
- (e) that the performance by the Republic of Ireland System Operator of its obligations under any agreement necessitated in relation to the Connection Agreement or Use of System Agreement pursuant to paragraph 4 of Condition 25 should not involve the Republic of Ireland System Operator in a breach of the Republic of Ireland System Operator Licence;
- (f) that any methods by which the transmission system is connected to any other system for the transmission or distribution of electricity accord (insofar as applicable to the Licensee) with the Grid Code and with the Distribution Code; and
- (g) that the terms and conditions of the Connection Agreement or Use of System Agreement so settled by the Authority and of any other such agreements entered into by the Licensee pursuant to an application under Condition 25 should be, so far as circumstances allow, in as similar a form as is practicable.

2 If the person wishes to proceed on the basis of the Connection Agreement or Use of System Agreement as settled by the Authority, the Licensee shall forthwith:

- (a) notify the Transmission Owner and the Republic of Ireland System Operator in order that the Licensee can obtain the necessary agreement envisaged by paragraph 4 of Condition 25;

- (b) forthwith on obtaining those agreements, enter into and implement a Connection Agreement or Use of System Agreement as so settled.
- 3 If either party to a Connection Agreement or Use of System Agreement entered into pursuant to Condition 25 or this Condition proposes to vary the contractual terms of such agreement in any manner provided for under such agreement, the Authority may, at the request of the Licensee or other party to such agreement, settle any dispute relating to such variation in such manner as appears to the Authority to be reasonable.

Condition 27. Requirement to Offer Terms – Republic of Ireland System Operator

- 1 At the request of the Republic of Ireland System Operator in respect of an application to the Republic of Ireland System Operator for use of the All-Island Transmission Networks in respect of generation or supply in the Republic of Ireland or connection to (or modification of an existing connection to) the All-Island Transmission Networks at an entry or exit point on the Republic of Ireland transmission system, the Licensee shall (subject to paragraph 7) provide the Republic of Ireland System Operator with an offer that makes detailed provisions regarding:
 - (a) the carrying out of the works to the transmission system (if any) necessary to enable such use, connection or modification; and the obtaining of the consents (if any) necessary for such purposes; and
 - (b) the carrying out of the works to the transmission system (if any) necessary in connection with the extension or reinforcement of the All-Island Networks rendered necessary or appropriate by reason of such use, connection or modification; and the obtaining of the consents (if any) necessary for such purposes,

by a stated date.

System Operator Agreement

- 2 The Licensee shall ensure that the System Operator Agreement provides for the manner in which the requests for use of system and connection or modification, such as are envisaged by paragraph 1, are to be made, and also for:
 - (a) any payments between the Licensee and the Republic of Ireland System Operator in respect of such use of system; and
 - (b) the payments between the Licensee and the Republic of Ireland System Operator in respect of such connection or modification, the amount of such payments:
 - (a) to be presented in such a way as to be referable to the statements prepared in accordance with paragraph 1 (or, as the case may be,

paragraph 7) of Condition 30 or any revision of such statements; and

- (b) to be set in conformity with the requirements of paragraph 5 of Condition 30 and (where relevant) of paragraph 2.

3 For the purpose of determining an appropriate proportion of the costs directly or indirectly incurred in carrying out works (or in relation to any of the other matters referred to in sub-paragraph (a) of paragraph 5 of Condition 30) in respect of a request such as is envisaged by paragraph 1, the Licensee shall have regard to:

- (a) the benefit (if any) to be obtained or likely in the future to be obtained by the Licensee or any other person as a result of the carrying out of such works (or of such other matters) whether by reason of the reinforcement or extension of any part of the All-Island Networks or the provision of additional entry or exit points on such networks or otherwise; and
- (b) the ability or likely future ability of the Licensee to recoup a proportion of such costs from third parties.

4 The Licensee shall, and shall ensure that the System Operator Agreement requires the Licensee to, respond to requests such as are envisaged by paragraph 1 as soon as practicable and (save where the Authority consents to a longer period) in any event not more than the period specified in paragraph 5 after receipt by the Licensee of a request that complies with the relevant requirements of the System Operator Agreement.

5 For the purpose of paragraph 4, the period specified shall be:

- (a) in the case of persons seeking use of system, 28 days; and
- (b) in the case of persons seeking connection (or modification to an existing connection) or seeking use of system in conjunction with connection, 3 months.

Transmission Interface Arrangements

- 6 The Licensee shall, as soon as practicable after it receives a request such as is envisaged by paragraph 1, request an offer from the Transmission Owner (in accordance with the Transmission Interface Arrangements) in respect of that request and the works (if any) necessitated by that request.

Circumstances where no obligation exists

- 7 The Licensee shall not be obliged (and the System Operator Agreement will provide that the Licensee shall not be obliged) to make an offer such as is envisaged by paragraph 1:
- (a) if to do so would involve the Licensee:
 - (a) in breach of its duties under Article 12 of the Order; or
 - (b) in breach of any regulations made under Article 32 of the Order or of any other enactment relating to safety or standards applicable in respect of the transmission system; or
 - (c) in breach of the Conditions of the Licence;
 - (d) in breach of the Grid Code; or
 - (b) if the person making the application to which the request envisaged by paragraph 1 relates does not undertake to be bound by such parts of the Grid Code, and to such extent, as the Authority shall from time to time specify in directions issued to the Licensee for the purposes of this Condition; or
 - (c) if, when requested to do so by the Licensee, the Transmission Owner does not offer to enter into an agreement for connection/extension works in respect of the request in question.

Condition 28. Functions of the Authority – Disputes with the Republic of Ireland System Operator

- 1 The Licensee shall ensure that the System Operator Agreement provides that, if after a period which appears to the Authority to be reasonable for the purpose, the Licensee and the Republic of Ireland System Operator have not entered into a binding commitment pursuant to such a request as is envisaged under paragraph 1 of Condition 27, the Authority may, on the application of the Licensee or the Republic of Ireland System Operator, settle the terms of the offer envisaged pursuant to paragraph 1 of Condition 27 in such manner as appears to the Authority to be reasonable having (insofar as relevant) regard in particular to the following considerations:
 - (a) that the Licensee should be able to recover the whole or an appropriate proportion (as determined in accordance with paragraph 3 of Condition 27) of the costs referred to in paragraph 5 of Condition 30 together with a reasonable rate of return on the capital represented by such costs;
 - (b) that the performance by the Licensee of its obligations under the agreement in question should not involve the Licensee in a breach such as is referred to in paragraph 7 of Condition 27;
 - (c) that the performance by the Transmission Owner of its obligations under any agreement necessitated in relation to the agreement in question pursuant to paragraph 6 of Condition 27 should not involve the Transmission Owner in a breach such as is referred to in condition 20 of the Transmission Owner Licence;
 - (d) that any methods by which the transmission system is connected to any other system for the transmission or distribution of electricity accord (insofar as applicable to the Licensee) with the Grid Code and with the Distribution Code; and
 - (e) that the terms and conditions of the agreement so settled by the Authority and of any other such agreements entered into by the Licensee pursuant to an application under Condition 27 should be, so far as circumstances allow, in as

similar a form as is practicable.

- 2 If the Republic of Ireland System Operator wishes to proceed on the basis of the offer so settled by the Authority, the Licensee shall forthwith:
 - (a) notify the Transmission Owner in order that the Licensee can obtain the necessary agreement envisaged by paragraph 6 of Condition 27;
 - (b) forthwith on obtaining that agreement, enter into and implement the agreement so settled as so settled.
- 3 If the Licensee or the Republic of Ireland System Operator wishes to vary the terms of the arrangements entered into pursuant to such an offer as is envisaged by paragraph 1 of Condition 27 or such an offer as is settled in accordance with this Condition 28, the Authority may, at the request of the Licensee or the Republic of Ireland System Operator, settle any dispute relating to such variation in such manner as appears to the Authority to be reasonable.

Condition 29. Economic Purchasing of System Support Services

- 1 The Licensee shall contract for the provision of such quantities and types of System Support Services at any time available as may be appropriate to enable it to discharge its obligations under the Order, the Energy Order, the SEM Order and the Licence (including Conditions 20 and 21). Where appropriate, taking into account the quantity, nature and cost of the System Support Services in question, the Licensee shall make arrangements for such contracting in co-operation with the Republic of Ireland System Operator.
- 2 In contracting for the provision of System Support Services pursuant to paragraph 1, the Licensee shall purchase or otherwise acquire System Support Services:
 - (a) from the most economical sources available to it, or available to the Republic of Ireland System Operator, having regard to:
 - (i) the quantity and nature of the System Support Services required to enable discharge of its obligations under the Order, the Energy Order, the SEM Order and the Licence (including Conditions 20 and 21); and
 - (ii) the diversity, number and reliability of such System Support Services at that time available for purchase or other acquisition;
 - (b) in a manner which does not prevent, restrict, or distort competition in the availability of, or in any of the markets for, System Support Services, to the detriment of electricity consumers; and
 - (c) in accordance with the Procurement Principles and Procurement Procedures established and published pursuant to paragraph 4.
- 3 This Condition shall not extend to prescribing the manner or circumstances in which the Licensee shall at any time call for the delivery of System Support Services under any contract entered into pursuant to paragraph 1.
- 4 The Licensee shall, no later than the date specified in a direction issued by the Authority for the purposes of this paragraph 4:

- (a) following consultation with persons from whom it may purchase System Support Services, prepare, submit to the Authority for approval and have approved by the Authority, a document that sets out the principles and criterion the licensee will follow in establishing procurement processes and procedures for the purchase or acquisition of all System Support Services, excluding Fuel Switching Services, that meet the requirements of paragraphs 2(a) and (b) (the **Procurement Principles**);
- (b) establish and at all times have in force, implement and comply with such procurement processes and procedures as will facilitate the licensee's compliance with the requirements of paragraph 2(a) and (b) for the purchase or acquisition of all System Support Services, excluding Fuel Switching Services, (the **Procurement Procedures**); and
- (c) publish on its website, and send free of charge to any person requesting, an up to date copy of the Procurement Principles and the Procurement Procedures.

Fuel Switching Services

- 5 Without prejudice to paragraphs 1 and 2, the Licensee shall no later than 3 months from the date that this paragraph 5 takes effect in the Licence, prepare, submit to the Authority for approval and have approved by the Authority, the terms and conditions of an agreement (the **Fuel Switching Agreement**) the Licensee will, on request, enter into with any authorised electricity operator from whom it may, pursuant to the provisions of the Grid Code or the agreement referred to in Condition 19 of the Licence (the PSIA), call for the delivery of Fuel Switching Services in association with a Relevant Generation Set (the **Service Provider**).
- 6 The Fuel Switching Agreement shall:
 - (a) as a minimum, include terms and conditions which provide for the matters specified in paragraph 7; and
 - (b) where it is entered into by a Service Provider, apply where the Licensee calls for the delivery of Fuel Switching Services from that Service Provider in

respect of the Relevant Generation Set in accordance with the Grid Code or the PSIA (as the case may be).

7 The matters referred to in paragraph 6(a) are:

- (a) the recovery of costs, including the mechanism for recovery of such costs, that are incurred by the Service Provider, and are not otherwise recoverable by the Service Provider under or pursuant to the Single Electricity Market Trading and Settlement Code, in:
 - (i) complying with instructions given to it by the Licensee under or pursuant to the Grid Code to:
 - (A) switch the Relevant Generation Set from operating on the basis of using one fuel source (the 'primary fuel') to operating on the basis of using another fuel source (the 'secondary fuel') (the **First Switch**);
 - (B) switch the Relevant Generation Set from operating on the basis of using the secondary fuel to operating on the basis of using the primary fuel (the **Second Switch**); and
 - (ii) operating the Relevant Generation Set on the basis of using the secondary fuel on the date of the First Switch and operating it on the basis of using the primary fuel on the date of the Second Switch;
- (b) the giving of instructions by the Licensee to the Service Provider for monitoring the levels, or stock, of the secondary fuel in respect of the Relevant Generation Set;
- (c) the rights and obligations of the Licensee in relation to the steps that may be taken by it in giving, or having given, the instructions referred to in paragraphs 7(a) and 7(b); and
- (d) the rights and obligations of the Service Provider in relation to the steps that may be taken by it following receipt of the instructions referred to in paragraphs 7(a) and 7(b).

- 8 The Licensee shall, on request, enter into the Fuel Switching Agreement with any Service Provider.
- 9 The Licensee shall not:
 - (a) enter into any other agreement, except for the Fuel Switching Agreement, which provides for the matters referred to in paragraph 7; and
 - (b) vary the terms and conditions of the Fuel Switching Agreement (whether or not entered into by any Service Provider) without the consent of the Authority.
- 10 The Licensee shall publish on its web-site, and send free of charge to any person requesting a copy of the Fuel Switching Agreement.
- 11 In this Condition:

Fuel Switching Services means, in respect of any Relevant Generation Set, services relating to switching that generation set from operating on the basis of using one fuel source (the primary fuel) to operating on the basis of using another fuel source (the secondary fuel).

Relevant Generation Set means a generation set that is capable of switching from operating on the basis of using one fuel source (the primary fuel) to operating on the basis of using another fuel source (the secondary fuel).

Condition 30. Charging Statements

Statements of Charges

- 1 The Licensee shall, in co-operation with the Republic of Ireland System Operator, as soon as practicable after the date on which this Condition becomes effective (and, in any event, not later than such date as the Authority may direct) prepare (and obtain the Authority's approval to) statements setting out:
 - (a) the basis upon which persons licensed under Article 10 of the Order (or exempt from the requirement to be so licensed under Article 9 of the Order) will be charged for use of the All-Island Transmission Networks in respect of generation or supply in Northern Ireland;
 - (b) the basis upon which charges will be made for connection to the All-Island Transmission Networks at entry or exit points on the transmission system;
 - (c) any charges for System Support Services;
 - (d) any Other System Charges or the basis upon which such charges will be made;
and
 - (e) payments and charges for Ancillary Services
- 2 The Licensee shall ensure that the charges provided for in, or calculated in accordance with, the statements referred to in paragraph 1 are neither designed to prevent nor have the effect of preventing the operation of an organised electricity market in any of the services referred to in paragraph 2 of Annex XI of Directive 2012/72/EU of the European Parliament and of the Council of 25 October 2012 on energy efficiency.
- 3 The statements prepared under paragraph 1 shall be in such form and contain such detail as shall be necessary to enable any person to make a reasonable estimate of the charges to which it would become liable (or payments to which it would become entitled, as the context requires) for the provision of such services, including such of

the information set out in paragraphs 4, 5, 6, 7 and 8 as is required by such paragraphs to be included in the relevant statement.

Use of System

- 4 Except to the extent that the Authority may otherwise direct, the statement referred to in paragraph 1(a) shall include:
- (a) a schedule of charges for transport of electricity under use of the All-Island Transmission Networks in respect of generation or supply in Northern Ireland;
 - (b) the methods by which and the principles on which charges (if any) for availability of transmission capacity on the All-Island Transmission Networks will be made;
 - (c) a schedule of the charges (if any) which may be made for the provision and installation of any meters or electrical plant at entry or exit points on the transmission system, the provision and installation of which is ancillary to the grant of use of the All-Island Transmission Networks in respect of generation or supply in Northern Ireland, and for the maintenance of meters or electrical plant;
 - (d) the methods by which and the principles on which entry and exit charges for connections in operation before the date on which this Condition became effective will be calculated; and
 - (e) such other matters as shall be specified in directions issued by the Authority from time to time for the purposes of this Condition.

Connection

- 5 Except to the extent that the Authority may otherwise direct, the statement referred to in paragraph 1(b) shall include:
- (a) a schedule listing those items (including the carrying out of works and the provision and installation of electric lines or electrical plant or meters) of significant cost liable to be required for the purpose of connection (at entry or

exit points on the transmission system) to the All-Island Transmission Networks for which connection charges may be made or levied and including (where practicable) indicative charges for each such item and (in other cases) an explanation of the methods by which and the principles on which such charges will be calculated;

- (b) the methods by which and the principles on which any charges will be made in respect of extension or reinforcement of the All-Island Transmission Networks rendered necessary or appropriate by virtue of providing such connection to the All-Island Transmission Networks (at entry or exit points on the transmission system) or associated use of the All-Island Transmission Networks in respect of supply or generation in Northern Ireland;
- (c) the methods by which and the principles on which connection charges will be made in circumstances where the electric lines or electrical plant to be installed are of greater size or capacity than that required for use of system by the person seeking connection;
- (d) the methods by which and the principles on which any charges (including any capitalised charge) will be made for maintenance and repair required of electric lines, electrical plant or meters provided and installed for making a connection to the All Island Transmission Networks at entry or exit points on the transmission system;
- (e) the methods by which and the principles on which any charges will be made for the provision of special metering or telemetry or data processing equipment by the Licensee for the purposes of enabling any person which is bound to comply with the Grid Code to comply with its obligations in respect of metering thereunder, or for the performance by the Licensee of any service in relation thereto;
- (f) the methods by which and principles on which any charges will be made for disconnection from the transmission system and the removal of electrical plant, electric lines and ancillary matters following disconnection; and
- (g) such other matters as shall be specified in directions issued by the Authority

from time to time for the purposes of this Condition.

- 6 Connection charges for those items referred to in paragraph 5 shall be set at a level which will enable the recovery of:
- (a) the appropriate proportion of the costs directly or indirectly incurred (or to be incurred) in carrying out the works, extension or reinforcement in question and in providing, installing, maintaining and repairing (and, following disconnection, removing) the electrical lines, electrical plant, meters, special metering, telemetry, data processing equipment or other items in question; and
 - (b) a reasonable rate of return on the capital represented by such costs.

System Support Service Charges

- 7 The statement referred to in paragraph 1(c) shall identify any charges levied in respect of System Support Services.

Other System Charges

- 8 The statement referred to in paragraph 1(d) shall identify any Other System Charges and the rates and parameters to be used for the calculation of such charges. The statement shall either contain or refer to a separate statement (which separate statement shall be treated as forming part of the statement referred to in paragraph 1(d)) to be published on the Licensee's website setting out the basis for the calculation of such charges.
- 9 The Licensee shall at least once in every year that this Licence is in force revise the statement referred to in paragraph 1(d) but any such revision shall only take effect provided that:
- (a) the Licensee has (in consultation with authorised electricity undertakings and the Republic of Ireland System Operator, to the extent that such persons are liable to be materially affected thereby), reviewed the Other System Charges and their effect;
 - (b) following any such review, the Licensee has sent to the Authority:

- (i) a report on the outcome of such consultation;
 - (ii) any proposed revisions (having regard to the outcome of the consultation) as the Licensee reasonably thinks fit; and
 - (iii) any written representations or objections from any electricity undertaking (including any suggested changes to the proposed revisions not accepted by the Licensee in the course of the consultation) arising during the consultation and subsequently maintained; and
 - (c) the Authority has approved the revision to the statement, subject to (where there were written representations or objections and the Authority considers it appropriate) any direction by the Authority requiring a change as set out in that direction.
- 10 The Licensee shall publish (prior to its entry into force) a copy of the statement prepared in accordance with paragraph 1(d) (and of each revision of such statement in accordance with paragraph 9) on its website and shall send a copy to the Authority and the Republic of Ireland System Operator.

Alternative Statement

- 11 In addition to, and without prejudice to, the Licensee's obligations under paragraph 1, the Licensee shall, upon being required to do so in directions issued by the Authority (and within such period as the Authority may specify), prepare a statement or statements approved by the Authority providing that charges for use of (in respect of generation or supply in Northern Ireland), and/or connection to (at entry or exit points on the transmission system), the All-Island Transmission Networks will be made on such basis as shall be specified in the directions. Such statement or statements shall be in such form and contain such detail as shall be necessary to enable any person to make a reasonable estimate of the charges to which it would become liable for the provision of such services and (without prejudice to the foregoing) including such information as shall be specified in the directions. Each statement prepared in accordance with this paragraph shall, with effect from the date on which it is approved by the Authority or such later date as the Authority shall

specify, replace the corresponding statement prepared by the Licensee in accordance with paragraph 1 or, as the case may be, this paragraph (as from time to time revised in accordance with paragraph 12) which is in force at such date and the Licensee shall, with effect from such date make charges in accordance with the statement (as from time to time revised in accordance with paragraph 12) which has replaced such corresponding statement.

Revision and Publication of Statements

- 12 The Licensee may, in co-operation with the Republic of Ireland System Operator, periodically revise the information set out in and, with the approval of the Authority, alter the form of the statements prepared in accordance with paragraph 1(a), 1(b), 1(c) or 11 and shall, at least once in every year the Licence is in force, revise such statements, in co-operation with the Republic of Ireland System Operator, in order that the information set out in the statements shall continue to be accurate in all material respects.
- 13 The Licensee shall publish (prior to its entry into force) a copy of the statements prepared in accordance with paragraph 1(a), 1(b), 1(c) or 11 (and of each revision of such statements in accordance with paragraph 12) on its website and shall send a copy to the Authority and the Republic of Ireland System Operator. Each such revision shall require to be approved by the Authority and shall not become effective until approved by the Authority.
- 14 The Licensee shall give or send a copy of the statements prepared in accordance with paragraphs 1(a), 1(b), 1(c) or 11 or (as the case may be) of the latest version of such statements in accordance with paragraph 12 approved by the Authority pursuant to such paragraph to any persons who requests a copy of such statement or statements.
- 15 The Licensee may make a charge for any statement given or sent pursuant to paragraph 15 of an amount reflecting the Licensee's reasonable costs of providing such a statement which shall not exceed the maximum amount specified in directions issued by the Authority from time to time for the purposes of this Condition.

Definitions

16 In this Condition, unless the context otherwise requires:

“Ancillary Services”	has the meaning given to that term in the Grid Code
“Generator Performance Incentive Charges”	means charges levied by the Licensee on the operators of generation sets for certain redeclarations of the technical capabilities of such generation sets under the Grid Code.
“Other System Charges”	means any charges, other than as referred to in paragraphs 1(a), (b) and (c), levied from time to time (with the approval of the Authority) by the Licensee in carrying on the Transmission System Operator Business, for the avoidance of doubt including Generator Performance Incentive Charges, Trip Charges and SND Charges.
“SND Charges”	means charges levied by the Licensee on the operators of generation sets for certain redeclarations of available capacity of such generation sets under the Grid Code.
“Trip Charges”	means charges levied by the Licensee on the operators of generation sets for unplanned outages of such generation sets.

Condition 31. Payment Security Policy

- 1 The Licensee shall develop, and may from time to time amend, a payment security policy describing its security cover and debt recovery procedures in respect of regulated transmission revenue (including details of what is to be considered reasonable recovery costs and reasonable interest for the purposes of calculating uncollected revenue).
- 2 The Licensee shall submit the payment security policy, and any amendments thereto, to the Authority for its approval. No policy or amendment shall be effective until approved by the Authority.

- 3 In this Condition:

“regulated transmission revenue”	has the meaning given to that expression in Condition 32.
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Condition 32. Charge Restrictions

The Licensee shall comply with the conditions set out in Annex 1.

Condition 33. Transmission System Capacity Statement

Duty to Prepare a Statement

- 1 The Licensee shall, in consultation with the Republic of Ireland System Operator, once every year (and not later than such date as the Authority shall specify), prepare a statement (in a form and based on methodologies approved by the Authority) showing, in respect of each of the ten succeeding financial years, circuit capacity, forecast electrical flows and loading on each part of the transmission system and fault levels for each transmission node, together with:
 - (a) such further information as shall be reasonably necessary to enable any person seeking use of the transmission system, as part of the All-Island Transmission Networks, to identify and evaluate the opportunities available when connecting to and making use of such system including information on the status of transmission capacity and the anticipated future requirements of transmission capacity;
 - (b) a commentary prepared by the Licensee indicating its views as to those parts of the transmission system most suited to new connections and the transport of further quantities of electricity;
 - (c) a commentary prepared by the Licensee indicating those measures and investment decisions which have been taken (or are planned to be taken) to meet forecast peak demand on the transmission system;
 - (d) a commentary prepared by the Licensee indicating those investments that are to be executed in the next three years. together with a timetable for the execution of all other investment decisions included in the commentary provided in accordance with paragraph (c) above; and
 - (e) such other matters as shall be specified in directions issued by the Authority from time to time for the purposes of this Condition,

provided that the Authority may, upon the application of the Licensee, relieve the Licensee of the obligation to prepare any such statement in respect of any period and any part of

the transmission system specified in directions issued to the Licensee by the Authority from time to time for the purposes of this Condition.

- 2 The Licensee may, with the prior consent of the Authority, omit from the published version of any statement prepared in accordance with paragraph 1 any details as to circuit capacity, electrical flows, loading or other information, the disclosure of which would, in the view of the Authority, seriously and prejudicially affect the commercial interests of the Licensee, the Republic of Ireland System Operator or any other person.
- 3 The preparation of any statement in accordance with paragraph 1 shall, so far as possible, be co-ordinated with the preparation of the statements required to be produced by the Republic of Ireland System Operator under conditions 7 (Forecast Statement) and 8 (Development Plan) of the Republic of Ireland System Operator Licence, and such statements shall, so far as possible and save to the extent the Authority consents otherwise, be prepared on a consistent basis.

Revisions to the Statement

- 4 The Licensee may (and shall where directed to do so by the Authority), in consultation with the Republic of Ireland System Operator, periodically revise the information set out in and, with the approval of the Authority, alter the form of the statement prepared in accordance with paragraph 1 and shall, at least once in every year the Licence is in force, revise that statement in order that the information set out in it shall continue to be accurate in all material respects.
- 5 The Licensee shall send a copy of the statement prepared in accordance with paragraph 1, and of each revision of that statement in accordance with paragraph 4, to the Department, the Authority and the Republic of Ireland System Operator. Each revision of the statement shall require to be approved by the Authority and shall not become effective until approved by the Authority.

Copies of the Statement

- 6 The Licensee shall make a copy of the statement prepared in accordance with paragraph 1, or (as the case may be) of the latest revision of such statement in

accordance with paragraph 4 approved by the Authority pursuant to paragraph 5, available on the Licensee's website, and shall send a copy to any person who requests a copy of the same.

- 7 The Licensee may make a charge for any statement sent pursuant to paragraph 6 of an amount reflecting the Licensee's reasonable costs of providing that statement, which costs shall not exceed the maximum amount specified in directions issued by the Authority from time to time for the purposes of this Condition.

Definitions

- 8 In this Condition, unless the context otherwise requires:

"consistent basis"

means, in respect of two or more documents, that the assumptions and input data which are common to those documents, and methodologies by which results in relation to equivalent subjects in those documents are derived, are (to the extent material to those documents and/or their subject matter) materially the same, and that the conclusions or outcomes in relation to equivalent subjects in those documents are presented in a manner which is designed so as to facilitate ease of comparison between the documents.

Condition 34. Interconnector Capacity Statement

Duty to Prepare a Statement

- 1 The Licensee shall, as soon as practicable after the commissioning of each Northern Ireland Interconnector (and in any event not later than such date as the Authority shall specify), prepare a statement (in a form and based on methodologies approved by the Authority) showing:
 - (a) the amount of the capacity of that Northern Ireland Interconnector which the Licensee anticipates will be available for the transfer of electricity during each remaining week of the period to 31 March (or such other date as the Authority may direct) next following such commissioning; and
 - (b) such matters (if any) as the Authority shall specify prior to its approval of the statement.
- 2 The Licensee shall, as soon as practicable in respect of each Northern Ireland Interconnector (and in any event within such period as the Authority shall specify), prepare a statement approved by the Authority showing the matters referred to in sub-paragraphs 1(a) and (b) in respect of each period of 12 months commencing on the date of 1 April (or such other date as the Authority may direct) next following commissioning of the Interconnector in question.
- 3 The preparation of any statement in accordance with paragraph 1 shall, so far as possible, be co-ordinated with the preparation of the statement required to be produced by the Republic of Ireland System Operator under condition 9 (Interconnectors) of the Republic of Ireland System Operator Licence, and such statements shall, so far as possible and save to the extent the Authority consents otherwise, be prepared on a consistent basis.

Copies of the Statement

- 4 The Licensee shall send a copy of every statement prepared in accordance with this Condition to the Department, the Authority and the Republic of Ireland System Operator.

- 5 The Licensee shall publish a copy of any statement prepared in accordance with this Condition on its website and shall send a copy of such statement to any person who requests a copy of the same.
- 6 The Licensee may make a charge for any statement sent pursuant to paragraph 5 of an amount reflecting the Licensee's reasonable costs of providing such a statement which shall not exceed the maximum amount specified in directions issued from time to time by the Authority for the purposes of this Condition.

Definitions

- 7 In this Condition, unless the context otherwise requires:

"consistent basis"

means, in respect of two or more documents, that the assumptions and input data which are common to those documents, and methodologies by which results in relation to equivalent subjects in those documents are derived, are (to the extent material to those documents and/or their subject matter) materially the same, and that the conclusions or outcomes in relation to equivalent subjects in those documents are presented in a manner which is designed so as to facilitate ease of comparison between the documents.

Condition 35. Generation Capacity Statement

Duty to Prepare a Statement

- 1 The Licensee shall, in consultation with the Republic of Ireland System Operator, once every year (and not later than such date as the Authority shall specify), prepare a statement (in a form and based on methodologies approved by the Authority) showing, in respect of each of the seven succeeding financial years:
 - (a) the total generation capacity (broken down by generating station name and by generating station type);
 - (b) the total capacity of the Northern Ireland Interconnectors and the North/South Circuits to import electricity to, and export electricity from, the total system;
 - (c) the forecast peak demand in Northern Ireland and the ability of the generation capacity (subject to adjustment to reflect the amount of electricity referred to in paragraph 1(b)) to meet that demand and the operating security standard;
 - (d) any periods, of which the Licensee is aware, in which the owner or operator of a generation set in Northern Ireland intends to cease or reduce generation or in which the owner or operator of a Northern Ireland Interconnector or of the North/South Circuits intends to reduce capacity (otherwise than, in each case, for routine maintenance);
 - (e) any plans, which the Licensee is aware are in the public domain, for the development of new generation sets to be connected to the total system, or for the development of new Northern Ireland Interconnectors or of new North/South Circuits; and
 - (g) such other matters as shall be specified in directions issued by the Authority from time to time for the purposes of this Condition,

provided that the Authority may, upon the application of the Licensee, relieve the Licensee of the obligation to prepare any such statement in respect of any period specified in directions issued to the Licensee by the Authority from time to time for the purposes of this Condition.

- 2 The Licensee may, with the prior consent of the Authority, omit from the published version of any statement prepared in accordance with paragraph 1 any details the disclosure of which would, in the view of the Authority, seriously and prejudicially affect the commercial interests of the Licensee, the Republic of Ireland System Operator or any other person.
- 3 The preparation of any statement in accordance with paragraph 1 shall, so far as practicable, be co-ordinated with the preparation of the statements required to be produced by the Republic of Ireland System Operator under Section 38 of the Republic of Ireland Electricity Act and Part 10 of the Republic of Ireland legislation known as the European Communities (Internal Market in Electricity) Regulations 2005, and such statements shall, so far as possible and save to the extent the Authority consents otherwise, be prepared on a consistent basis.

Revisions to the Statement

- 4 The Licensee may (and shall where directed to do so by the Authority), in consultation with the Republic of Ireland System Operator, periodically revise the information set out in and, with the approval of the Authority, alter the form of the statement prepared in accordance with paragraph 1 and shall, at least once in every year the Licence is in force, revise that statement in order that the information set out in it shall continue to be accurate in all material respects.
- 5 The Licensee shall send a copy of the statement prepared in accordance with paragraph 1, and of each revision of that statement in accordance with paragraph 4, to the Department, the Authority and the Republic of Ireland System Operator. Each revision of the statement shall require to be approved by the Authority and shall not become effective until approved by the Authority.

Copies of the Statement

- 6 The Licensee shall publish a copy of the statement prepared in accordance with paragraph 1, or (as the case may be) of the latest revision of such statement in accordance with paragraph 4 approved by the Authority pursuant to paragraph 5, on the Licensee's website, and shall send a copy of such statement to any person who requests a copy of the same.

- 7 The Licensee may make a charge for any statement given or sent pursuant to paragraph 6 of an amount reflecting the Licensee's reasonable costs of providing that statement, which costs shall not exceed the maximum amount specified in directions issued by the Authority from time to time for the purposes of this Condition.

Definition

- 8 In this Condition, unless the context otherwise requires:

"consistent basis"

means, in respect of two or more documents, that the assumptions and input data which are common to those documents, and methodologies by which results in relation to equivalent subjects in those documents are derived, are (to the extent material to those documents and/or their subject matter) materially the same, and that the conclusions or outcomes in relation to equivalent subjects in those documents are presented in a manner which is designed so as to facilitate ease of comparison between the documents.

"generation capacity"

means the commissioned and operational capacity of the generation sets connected to the total system.

Condition 36. Provision of Information to Other System Operators

- 1 Subject to the provisions of Condition 11, and without prejudice to any other Condition of this Licence, the Licensee shall provide (in such manner and at such times as may reasonably be requested by the relevant operator or as may be directed by the Authority) to any other transmission system operator or distribution system operator (where such phrases have the meanings given to them in the Directive) with whose system the transmission system is connected, sufficient information to ensure the secure and efficient operation, co-ordinated development and interoperability of, the transmission system and such other system.

Condition 37. Arrangements in Respect of the Moyle Interconnector

Moyle Interconnector Collection Agency Agreement

- 1 Paragraphs 2 and 3 shall only apply in respect of the period to the time at which the Moyle Interconnector Collection Agency Agreement terminates or expires in accordance with its terms.
- 2 The Licensee shall at all times be a party to, and comply with its obligations under, the Moyle Interconnector Collection Agency Agreement. The Licensee shall, in accordance with its obligations under such agreement, recover through the charges it levies, and account to Moyle for, an amount equal to the Collection Agency Income Requirement.
- 3 The Licensee shall not terminate, or make or agree any amendment to, the Moyle Interconnector Collection Agency Agreement, without the prior consent of the Authority.

Moyle Interconnector Operation and Agency Agreement

- 4 Paragraphs 5 to 10 (inclusive) shall only apply in respect of the period to the time at which the Moyle Interconnector Operation and Agency Agreement terminates or expires in accordance with its terms.
- 5 The Licensee shall at all times be a party to, and comply with its obligations under, the Moyle Interconnector Operation and Agency Agreement.
- 6 The Licensee shall not terminate, or make or agree any amendment to, the Moyle Interconnector Operation and Agency Agreement, without the prior consent of the Authority.
- 7 The Licensee shall at all times remain a party to the GB Balancing and Settlement Code framework agreement.
- 8 The Licensee shall, at all times, act as and perform the functions of the “Interconnector Administrator” and the “Interconnector Error Administrator” (as such expressions are defined in the GB Balancing and Settlement Code) in respect of the

Moyle Interconnector under and in accordance with the GB Balancing and Settlement Code.

- 9 The Licensee shall, at all times, act as and perform the functions of the “Interconnector Administrator” (as such expression is defined in the Single Electricity Market Trading and Settlement Code) in respect of the Moyle Interconnector under and in accordance with the Single Electricity Market Trading and Settlement Code.
- 10 The Licensee shall, to the extent there is an obligation on any person to do so under the Single Electricity Market Trading and Settlement Code, register the “Interconnector Error Unit” (as such expression is defined in the Single Electricity Market Trading and Settlement Code) relating to the Moyle Interconnector in accordance with the Single Electricity Market Trading and Settlement Code.

Definitions

- 11 In this Condition, unless the context otherwise requires:

“Collection Agency Income Requirement”	means, in respect of any period, the amount defined as such, in respect of that period, in the Moyle Collection Agency Agreement.
“GB Balancing and Settlement Code”	means the balancing and settlement code established by the transmission system operator for Great Britain.
“Moyle”	means Moyle Interconnector Limited, an incorporated company registered in Northern Ireland under number NI036562.
“Moyle Interconnector Collection Agency Agreement”	means the agreement of that name between Moyle and the Licensee, which was originally entered into between Moyle and Northern Ireland Electricity plc on 14 April 2003, which, amongst other things, makes provision for collection of the Collection Agency Income Requirement.

“Moyle Interconnector”	means the Northern Ireland Interconnector between Scotland and Northern Ireland which is owned by Moyle and which comprises the converter stations at Ballycronan More, Co. Antrim, Northern Ireland and Auchencrosh, Ayrshire, Scotland and the undersea and underground electric lines which interconnect such converter stations, together with its connections to the transmission system and to the transmission system in the south west of Scotland.
“Moyle Interconnector Operation and Agency Agreement”	means the agreement of that name between Moyle and the Licensee, as amended and restated on 28 June 2006, which, amongst other things, makes provision for the Moyle Interconnector to be operated by the Licensee.

Condition 38. Limits on the level to which transmission services are provided

- 1 In co-ordinating and directing the flow of electricity onto and over the transmission system, the Licensee shall ensure that any of the technical levels that apply to the provision to the Licensee of any transmission services are not exceeded.
- 2 The technical levels referred to in paragraph 1 above are those set out in the Transmission Interface Arrangements.

Condition 39. Dispatch Balancing Cost Incentive – Reporting

- 1 The Licensee shall, acting in conjunction with the Republic of Ireland System Operator, prepare and, by no later than 31 March of each year, submit to the Authority in respect of the relevant year ending on the immediately preceding 30 September (the **Reporting Year**), a report which:
 - (a) relates to the Dispatch Balancing Costs arising in respect of the operation of the All-Island Transmission Networks; and
 - (b) includes, as a minimum, the information specified in paragraph 2,

(the **Annual Out-turn Report**).
- 2 The Annual Out-turn Report shall:
 - (a) detail, for each type of activity or charge defined as a component of Dispatch Balancing Costs, the actual costs incurred by the Licensee and the Republic of Ireland System Operator in the Reporting Year respect of that component;
 - (b) provide, for each type of activity or charge defined as a component of Dispatch Balancing Costs, a comparison between the actual costs (as detailed in accordance sub-paragraph 2(a)) incurred in the Reporting Year and the Approved Forecast Costs for the Reporting Year;
 - (c) set out:
 - (i) the Licensee's and the Republic of Ireland System Operator's proposals in respect of adjustments to be made to the Ex-Ante DBC Target for the Reporting Year for the purpose of determining the Ex-Post DBC Target for that Reporting Year;
 - (ii) the factors taken into consideration by the Licensee and the Republic of Ireland System Operator in making the proposals referred to in sub-paragraph 2(c)(i);

- (iii) the impact of the proposals referred to in sub-paragraph 2(c)(i) on the Ex-Post DBC Target for the Reporting Year; and
 - (iv) the Licensee's and the Republic of Ireland System Operator's proposals in respect of the amount to be calculated as the DBC Success Amount or the DBC Failure Amount (as the case may be) for the Reporting Year.
- 3 The Annual Out-turn Report prepared and submitted to the Authority under paragraph 1 shall be in such form and contain information in respect of such additional matters as may, in each case, be specified in a direction issued to the Licensee by the Authority.
- 4 The Licensee shall, acting in conjunction with the Republic of Ireland System Operator, no later than twenty working days after the end of each quarter year ending on 31 March, 30 June, 30 September and 31 December, prepare and publish a report in respect of the operation of the All-Island Transmission Network which, as a minimum, provides the information specified in paragraph 5 (the **Imperfections Cost Report**).
- 5 The Imperfections Cost Report shall:
 - (a) detail the actual Transmission Constraint Costs incurred in the relevant quarter and reasons for such costs;
 - (b) set out difference between the actual Transmission Constraint Costs incurred in the relevant quarter and the costs forecast (by the Licensee and the Republic of Ireland System Operator) to be incurred as Transmission Constraint Costs for that relevant quarter;
 - (c) explain the impact of the actual Transmission Constraint Costs on Approved Forecast Costs and/or or Achieved DBC for that relevant quarter;
 - (d) describe the measures taken, or to be taken, by the Licensee and the Republic of Ireland System Operator to minimise Transmission Constraint Costs and their impact on Dispatch Balancing Costs; and

- (e) provide information in respect of any other matter as may be specified in a direction issued to the Licensee by the Authority.
- 6 The Licensee shall publish the Imperfections Costs Report on its web-site and in such other manner as the Licensee considers appropriate for the purpose of bringing it to the attention of interested parties.
- 7 In this Condition:
 - (a) **"Approved Forecast Costs"** means the costs approved by the Authority and the Commission for Energy Regulation (following a submission from the Licensee and the Republic of Ireland System Operator) as the Dispatch Balancing Costs likely to be incurred by the Licensee and the Republic of Ireland System Operator in the Reporting Year; and
 - (b) Each of the terms **"Achieved DBC"**, **"DBC Success Amount"**, **"DBC Failure Amount"**, **"Dispatch Balancing Costs"**, **"Ex-Ante DBC Target"**, **"Ex-Post DBC Target"** and **"relevant year"** shall have the meaning given to that term in Annex 1.
 - (c) **"Transmission Constraint Costs"** means costs incurred (or as the case may be forecast to be incurred) by the Licensee and the Republic of Ireland System Operator in consequence of instructions given by:
 - (i) the Licensee pursuant to its operation of the central dispatch and merit order systems and processes established in accordance with Condition 22; and
 - (ii) the Republic of Ireland System Operator pursuant to any equivalent or corresponding activities.

Condition 40. Transmission Development Plan Northern Ireland (TDPNI)

Duty to Prepare and Publish a Plan

1. The licensee shall, in consultation with the Republic of Ireland System Operator and the Northern Ireland Distribution Operator and Transmission Asset Operator, once every year (and not later than such date as the Authority shall specify) use reasonable endeavours to prepare and publish a TDPNI, in a form approved by the Authority, based on existing and forecast supply and demand after having publicly consulted all the relevant stakeholders and submitting to the Authority (for approval). That TDPNI shall contain efficient measures in order to guarantee the adequacy of the transmission system and the security of supply. The TDPNI shall in particular:
 - a) indicate to market participants the main transmission infrastructure that needs to be built or upgraded over the next ten years;
 - b) contain all the investments already approved by the Authority and identify new investments which have to be executed in the next three years;
 - c) provide for a time frame and estimate of costs (where reasonable) for all investment projects; and
 - d) contain such other matters as shall be specified in directions issued by the Authority from time to time for the purposes of the Condition.
 - e) contain a reasonable number of future scenarios, which reflect uncertainties and shall, as far as practicable, be consistent with scenarios that licensee uses in other relevant areas of work.
2. When preparing the TDPNI the transmission system operator shall make reasonable assumptions about the evolution of the generation, supply, consumption and exchanges with other countries, taking into account investment plans for regional and Community-wide networks
3. The Licensee may, with the prior consent of the Authority, omit from the published version of any TDPNI prepared in accordance with paragraph 1 any details which would, in the view of the Authority, seriously and prejudicially affect the commercial interests of the Licensee, the Republic of Ireland System Operator or any other person.

Revisions to the Plan

4. The Licensee may (and shall where directed to do so by the Authority), in consultation with the Republic of Ireland System Operator and the Northern Ireland Distribution Operator and Transmission Asset Operator, periodically revise the information set out in and, with the approval of the Authority, alter the form of the TDPNI prepared in accordance with paragraph 1. It shall also, at least once in every year the Licence is in force, revise that plan so that the information set out in it shall continue to be accurate in all material respects.
5. The Licensee shall send a copy of the TDPNI prepared in accordance with paragraph 1, and of each revision of that plan in accordance with paragraph 4, to the Department, the Authority, the Northern Ireland Distribution Operator and Transmission Asset Operator, and the Republic of Ireland System Operator. Each revision of the TDPNI shall require approval from the Authority and shall not become effective until approved by the Authority.

Copies of the Plan

6. The Licensee shall make a copy of the TDPNI prepared in accordance with paragraph 1, or (as the case may be) of the latest revision of such plan in accordance with paragraph 4 approved by the Authority pursuant to paragraph 5, available on the Licensee's website, and shall send a copy to any person who requests a copy of the same.
7. The Licensee may make a charge for any TDPNI sent pursuant to paragraph 6 of an amount reflecting the Licensee's reasonable costs of providing that TDPNI, which costs shall not exceed the maximum amount specified in directions issued by the Authority from time to time for the purposes of this Condition.

Condition 41. Regulatory Instructions and Guidance

- 1 The purpose of this Condition is to set out the scope, contents, and common governance arrangements for the Regulatory Instructions and Guidance (“RIGs”) published by the Authority pursuant to this Condition.
- 2 The RIGs are the primary means by which the Authority directs the Licensee to collect and provide the information to the Authority that the Authority needs to enable it to administer the Annex 1 Charge Restrictions of this Licence and any determinations made by the Authority under or for the purposes of the Annex 1 Charge Restrictions.

Licensee’s obligation under this Condition

- 3 Unless and so far as the Authority otherwise consents, the Licensee must have in place and maintain appropriate systems, processes, and procedures to enable it:
 - (a) to estimate, measure, and record the information detailed in the RIGs (“specified information”); and
 - (b) to provide such information to the Authority in respect of such periods and within such timeframes as are specified in the RIGs.
- 4 To facilitate compliance with paragraph 3 of this Condition, the accounting records and other records kept by the Licensee with respect to the specified information must:
 - (a) be so arranged as to ensure that such information can be separately identified and reasonably attributed as between the Licensee’s business and the business of any affiliate, associated business or related undertaking of the Licensee; and
 - (b) be maintained for a period of six years, or such shorter period as set out in the RIGs, from the date that they are made.

Scope and content of RIGs

- 5 Subject to paragraphs 6 and 7 of this Condition, the matters that may be included, or for which provision may be made, in the RIGs are:

- (a) instructions and guidance on the establishment of systems, processes, procedures, and ways for recording and providing specified information;
- (b) instructions and guidance on the standards of accuracy and reliability that are applicable to the recording of specified information (including different classes of such information);
- (c) a timetable for the development of such systems, processes, and procedures as are required to achieve such standards;
- (d) the methodology for calculating or deriving numbers comprising specified information;
- (e) provision with respect to the meaning of words and phrases used in defining specified information;
- (f) requirements as to the form and manner in which, or the frequency with which, specified information must be recorded;
- (g) requirements as to the form and manner in which, or the frequency with which, specified information must be provided to the Authority;
- (h) requirements as to which (if any) of the specified information is to be subject to audit, the terms on which an auditor is to be appointed by the Licensee for that purpose, and the nature of the audit to be carried out by that person;
- (i) requirements as to the circumstances in which the Authority may appoint an examiner to examine the recording of the specified information by the Licensee;
- (j) a statement on whether and to what extent each category of the specified information is required for the purposes of the RIGs; and
- (k) provision about how the Authority intends to monitor, assess, and enforce compliance with the RIGs (as to which, see also paragraphs 15 and 16).

- 6 The provisions of the RIGs must not exceed what is reasonably required to achieve the purposes of this Condition, having regard to the materiality of the costs likely to be incurred by the Licensee in complying with those provisions.
- 7 No specified information may exceed what could be requested from the Licensee by the Authority under Condition 7 paragraph 1.

Development and modification of the RIGs

- 8 The Authority may issue new RIGs or modify any existing RIGs by issuing a direction for that purpose to the Licensee.
- 9 Data collected in relation to each formula year must be reported according to the RIGs issued to the Licensee by the Authority as they may be (where applicable) modified in line with this Condition.
- 10 A direction issued by the Authority under paragraph 8 of this Condition will be of no effect unless the Authority has first:
 - (a) given notice to the Licensee that it proposes to issue new RIGs or (as the case may be) to modify the RIGs:
 - (I) specifying the date on which it proposes that the provisions of the document to be issued or modified should take effect;
 - (II) setting out the text of the RIGs to be issued or (as the case may be) modified and the Authority's reasons for proposing to issue or modify it; and
 - (III) specifying the time (which will not be less than a period of 28 days from the date of the notice) within which representations in response to such proposals may be made; and
 - (b) considered any representations in response to the notice that are duly made and not withdrawn.

- 11 The requirements for the issuing of new RIGs or modification of existing RIGs set out in paragraph 10 of this Condition may be satisfied by actions taken by the Authority before as well as after the coming into effect of this Condition.

Requirements for new or more detailed information

- 12 This section applies if any modified or new RIGs have the effect of introducing a requirement to provide:
- (c) a new category of specified information; or
 - (d) an existing category of specified information to a greater level of detail,
- which has not previously been collected by the Licensee, whether under the provisions of the RIGs or otherwise.
- 13 Where this section applies, the Licensee may provide estimates to the Authority in respect of the relevant category of specified information for any formula year specified by the Authority.
- 14 The estimates that are mentioned in paragraph 13 of this Condition may be derived from such other information available to the Licensee as may be appropriate for that purpose.

Compliance with the provision of the RIGs

- 15 The Licensee must at all times comply with the provisions of the RIGs for the time being in force pursuant to this Condition.
- 16 Nothing in this Condition requires the Licensee to provide any documents or give any information that it could not be compelled to produce or give in evidence in civil proceedings before a court.

Definitions

- 17 For the purposes of this Condition:

"examiner"

means, in relation to the RIGs, a person whose degree of knowledge and experience of the matters that are the subject of the RIGs will enable him to properly carry out and complete the tasks required of him under the terms of his nomination by the Authority pursuant to the provisions of the RIGs;

"specified information"

means information (or a category of information) that is so described or defined in the RIGs.

Condition 42. Governance and Management of the Licensee

INTRODUCTION

1. This condition makes provision for the effective corporate governance and management of the Licensee in the interests of consumers, and consists of seven parts:
 - (a) **Part A** makes provision for the composition and functioning of the board of directors of the Licensee;
 - (b) **Part B** requires that the management and resources used by the Licensee for the purposes of the Transmission System Operator Business are those which are dedicated to the Licensee alone;
 - (c) **Part C** makes provision for the Licensee to apply for, and the Authority to be able to issue initial, derogations from the requirements of Part B in respect of one or more designated business functions of the Licensee;
 - (d) **Part D** makes provision for the Licensee to apply for further derogations in the future where it did not do so initially, where its initial applications were rejected, or where any derogations that were granted have been revoked or are due to expire;
 - (e) **Part E** requires the Licensee to adopt a compliance plan and appoint a compliance manager to ensure that it complies with the requirements of this condition;
 - (f) **Part F** makes provision for the dates and periods of time set out in this condition to be modified in the manner specified in that Part; and
 - (g) **Part G** sets out various defined terms which are relevant to this condition.

PART A. THE BOARD OF THE LICENSEE

The Principal Obligation

2. The Licensee must take all steps within its power to ensure that, with effect from 1 June 2023 and at all times after that date, the board of the Licensee is constituted and operates in accordance with the first to the thirteenth requirements of this Part A.

The Specific Requirements

3. The **first** requirement is that a majority of the directors of the Licensee must be Sufficiently-Independent Directors.
4. The **second** requirement is that, the chair of the board of the Licensee must be a Sufficiently-Independent Director.
5. The **third** requirement is that, of the Sufficiently-Independent Directors on the board of the Licensee at any time:
 - (a) at least one-quarter must be individuals who, at the time of their respective initial appointments to that role, had substantial and recent experience of working:
 - (i) at senior level in, or for, a European Electricity Transmission System Operator; or
 - (ii) in, or for, a part of the European Energy Industry in a capacity which required them to have routine engagement at senior level with a European Electricity Transmission System Operator; and
 - (b) at least one-half (to include all individuals satisfying the requirement of subparagraph (a), who shall be treated as also satisfying the requirement of this subparagraph (b)) must be individuals who, at the time of their respective initial appointments to that role, had substantial and recent experience of working at senior level in, or for, a part of the European Energy Industry.

6. The **fourth** requirement is that each Sufficiently-Independent Director must be appointed for an initial term which is neither less than three years nor more than six years, and may be re-appointed on one occasion only so long as the aggregate period of both appointments does not exceed nine years.
7. The **fifth** requirement is that, in order to ensure continuity in the functioning of the board of the Licensee, the terms of appointment of the Sufficiently-Independent Directors must be staggered so that no more than one-third of those appointments are due to expire at the same time.
8. The **sixth** requirement is that:
 - (a) there must be no more than one Non-Executive Director on the board of the Licensee who is not a Sufficiently-Independent Director; and
 - (b) all other directors on the board who are not Sufficiently-Independent Directors must be Executive Directors.
9. The **seventh** requirement is that the membership of the board of the Licensee must reflect as a whole an appropriate mix and balance of skills, knowledge, experience and personal qualities necessary for ensuring the effective management and governance of the Licensee.
10. The **eighth** requirement is that, prior to the appointment of any director to the board of the Licensee:
 - (a) the Licensee must give written notice of the intended appointment to the Authority;
 - (b) the Licensee must provide to the Authority all information relating to the intended appointee that it may reasonably request, and do so by any such date as it may reasonably specify; and
 - (c) where - within 20 working days following the receipt of that notice or (if later) of such information and evidence as it has reasonably requested - the Authority

concludes that the appointment would give rise to a breach of any one or more of the first to the seventh requirements of this part and directs the Licensee to not make the appointment, the Licensee must not make the appointment.

11. The **ninth** requirement is that any meeting of the board of the Licensee must not be treated as quorate unless the majority of directors present and able to vote are Sufficiently-Independent Directors.
12. The **tenth** requirement is that, at a meeting of the board of the Licensee:
 - (a) no director of the Licensee may exercise more than one vote (or a vote weighted so as to be worth more than that of any other director) on any matter, except for the chair who, in any case where there is an equal number of votes, may be permitted to exercise a second and casting vote; and
 - (b) no director or category of directors may be required to have voted in favour of a resolution on any matter in order for it to be treated as passed, or to have voted against a resolution on any matter in order for it to be treated as rejected.
13. The **eleventh** requirement is that, where the chair of the board of the Licensee is unavoidably absent from any meeting of the board, that meeting must be chaired by another Sufficiently-Independent Director.
14. The **twelfth** requirement is that the matters which are reserved for a decision by the board of the Licensee must include at least the following:
 - (a) determining whether to make any application for a Derogation under Part C or D;
 - (b) approving the content of any such Derogation application, including the evidence and information provided in support of it, prior to its submission to the Authority;
 - (c) approving the terms of the System Operator Agreement and of any amendment to that agreement;

- (d) making, and approving any revision to, any:
 - (i) scheme of delegation of the Licensee that is concerned with the allocation of authority (so far as is permitted, consistently with this twelfth requirement) to members of the board, committees or employees of the Licensee to make decisions or exercise functions on behalf of the Licensee;
 - (ii) conflict of interest policy applicable to members of the board, committees or employees of the Licensee; and
 - (iii) whistleblower policy of the Licensee;
 - (e) approving the terms of any Services Agreement and of any amendment to any such agreement;
 - (f) approving the appointment of the Compliance Manager, any termination of that appointment by the Licensee, and (where the appointment is for a limited term) any decision by the Licensee not to renew or extend that appointment; and
 - (g) approving the terms of the Compliance Plan, of any proposal to revise the Compliance Plan, and of any revision of the Compliance Plan made after receiving a notification from the Authority specifying changes that are required to be made to it.
15. The **thirteenth** requirement is that no decisions relating to the business of the Licensee may be reserved to a vote of shareholders except those decisions in respect of which such a vote is required by or under the Companies Act 2006.

The Articles of Association

16. The Licensee must, by no later than 1 June 2023, ensure the modification of the articles of association of the Licensee to such extent as is requisite or necessary to make them consistent, and secure that they facilitate compliance, with the first to the thirteenth requirements set out above.

Key Definition

17. For the purposes of this condition, a **Sufficiently-Independent Director** means a natural person who is a director of the Licensee and who:
- (a) to the reasonable satisfaction of the Authority, has the skills, knowledge, experience and personal qualities necessary to perform that role effectively;
 - (b) has no executive responsibilities within the Licensee or any Associated Company;
 - (c) is not at any time during his appointment as a director of the Licensee, and was not at any time during the five years prior to that appointment:
 - (i) an employee of the Licensee;
 - (ii) an employee or director of any Associated Company; or
 - (iii) in any Material Business Relationship with the Licensee or any Associated Company;
 - (d) is not at any time during his appointment as a director of the Licensee a Close Relation of a person who is at the same time:
 - (i) an employee of the Licensee;
 - (ii) an employee of any Associated Company; or
 - (iii) in any Material Business Relationship with the Licensee or any Associated Company; and
 - (e) does not at any time during his appointment as a director of the Licensee:
 - (i) hold a remit to represent the interests of any particular shareholder or group of shareholders of the Licensee or of any Associated Company; or

- (ii) receive remuneration from the Licensee or from any Associated Company other than a director's fee and reasonable expenses.

PART B. MANAGERIAL AND RESOURCE SEPARATION

The Principal Obligation

- 18. On and from the Effective Date, and at all times after that date, the Licensee must ensure that all activities carried out by it in the course of the Transmission System Operator Business are carried out by means of Separate Management and Separate Resources.

The Exception

- 19. However, the principal obligation in this Part B shall not apply in respect of any Business Function to the extent that:
 - (a) the Licensee has applied for, and been granted by the Authority, a Derogation under either Part C or Part D in relation to that Business Function; and
 - (b) the Derogation remains extant, having neither reached its Derogation Expiry Date nor been revoked by the Authority for material non-compliance by the Licensee with any of its conditions.

Key Definitions

- 20. For the purposes of this condition, the **Effective Date** means:
 - (a) where the Licensee has applied in accordance with Part C for a Derogation in respect of any one or more Business Functions, the date, in relation to each such Business Function, which falls twelve months after the Derogation Decision Date;
 - (b) in respect of all other Business Functions, 1 December 2024.
- 21. For the purposes of this condition, **Separate Management** means, in relation to activities

carried out by the Licensee in the course of the Transmission System Operator Business, that all decisions relating to those activities are taken by managers who, at all levels (up to and including Executive Director) are:

- (a) employed by the Licensee;
- (b) engaged solely in the management and operation of the Transmission System Operator Business; and
- (c) not in an employment relationship with, engaged in providing services of any kind to, or otherwise subject to any other contractual or professional duties in respect of any Associated Company.

22. For the purposes of this condition, **Separate Resources** means, in relation to activities carried out by the Licensee in the course of the Transmission System Operator Business, that:

- (a) those activities are carried out using personnel who are:
 - (i) employed, or engaged under a contract of services, by the Licensee; and
 - (ii) not in an employment relationship with, engaged in providing services of any kind to, or otherwise subject to any other contractual or professional duties in respect of any Associated Company;
- (b) those activities are carried out using managerial and operational resources – including in particular premises, IT and other systems, equipment, facilities, processes and tangible and intellectual property – which are not shared with or accessible to any Associated Company; and
- (c) no data obtained or created in the course of carrying out the activities are shared with or accessible to any Associated Company other than on terms provided for in the System Operator Agreement which reflect and comply with the requirements of paragraph 4(d) of Condition 11 of the Licence.

PART C. APPLICATIONS FOR INITIAL DEROGATIONS

Applications for a Derogation from Part B

23. The Licensee may apply to the Authority for a direction that it is not required to comply with the principal obligation in Part B in relation to any one or more Business Functions, and for the purposes of this condition such a direction shall be known as a **Derogation**.

Timing and Content of Application

24. The Licensee may submit to the Authority an application for a Derogation under this Part C:
- (a) no earlier than 1 October 2023; and
 - (b) no later than 30 November 2023.
25. The Licensee must ensure that any application for a Derogation is made in writing, specifies clearly the Business Functions to which it relates, and separately in respect of each Business Function to which it relates:
- (a) describes in detail the activities which together constitute that Business Function;
 - (b) specifies the characteristics of the Shared Management and Shared Resources that the Licensee would propose to use, if the Derogation were granted, for the purposes of carrying out the activities falling within the description of that Business Function;
 - (c) sets out the arrangements with one or more Associated Companies by virtue of which that Shared Management and those Shared Resources would be used in common, including the terms of any proposed Services Agreement;
 - (d) sets out any conditions to which the Licensee considers that the Derogation, if it were granted, should be subject;

- (e) states why, in the submission of the Licensee, the granting of a Derogation in relation to that Business Function would be best calculated to further the statutory duties of the Authority referred to in the Principles and Guidance on Condition 42 Derogations, having regard to the other matters set out in that document;
 - (f) is made in compliance with such procedural requirements as the Authority may specify in the Principles and Guidance on Condition 42 Derogations;
 - (g) includes such other information and evidence as may be required in accordance with the Principles and Guidance on Condition 42 Derogations, in such form and detail as may be set out in that document; and
 - (h) is accompanied by all other information and evidence that the Licensee wishes the Authority to take into account when considering the application.
26. Any application received by the Authority which does not meet these requirements on timing and content shall be deemed to be invalid and, subject only to the Licensee having received notification from the Authority of that invalidity, the provisions of this Condition 42 shall apply as if no such application had been made by the Licensee.

Consideration by the Authority

Timing

27. The date by which the Authority is to determine any application for a Derogation shall be the later of:
- (a) 1 June 2024; or
 - (b) where, prior to 1 June 2024, the Authority is satisfied that it requires more time to consider the application, such alternative date as it may specify in a direction issued to the Licensee, save that:
 - (i) the Authority may issue no more than one such direction in respect of that

application;

- (ii) the latest date that may be specified in such a direction is 1 December 2024.

28. Where the Authority has not determined an application for a Derogation by the date identified in accordance with the previous paragraph:

- (a) the Derogation shall be deemed to be granted:
 - (i) by the Authority on that date; and
 - (ii) on the basis applied for by the Licensee, including (in particular) in respect of the Business Function described, and subject to any such conditions as may have been set out, in the Licensee's application for a Derogation;
- (b) the Derogation Expiry Date shall be the date which is five years from the Derogation Decision Date.

Duty of the Licensee

29. The Licensee must:

- (a) in good faith assist and co-operate with the Authority to such extent as the Authority may reasonably request in order to facilitate its consideration of any application for a Derogation; and
- (b) in particular provide to the Authority all further information and evidence that it may reasonably request for that purpose as soon as reasonably practicable after it is requested.

Determination by the Authority

30. The Authority may, having considered any application for a Derogation, in respect of each

Business Function to which that application relates:

- (a) reject the application and decline to grant a Derogation;
 - (b) grant a Derogation:
 - (i) in respect of that Business Function by reference to the activities described by the Licensee in its application; or
 - (ii) in respect of such an amended description of the activities which constitute that Business Function as the Authority may specify in its determination.
31. A Derogation granted by the Authority shall specify the date on which it expires (the **Derogation Expiry Date**), save that this shall not be less than five years after the Derogation Decision Date.

Conditions

32. Where the Authority grants a Derogation, it may grant it subject to such conditions as it considers requisite or expedient, which may, in respect of any Business Function by reference to which the Derogation is granted, include in particular conditions:
- (a) as to the circumstances in which, and restrictions subject to which, the Licensee may use Shared Management and Shared Resources for the purposes of carrying on the activities constituting that Business Function;
 - (b) specifying in respect of any Services Agreement in relation to Shared Management and Shared Resources used for the purposes of that Business Function, a requirement to enter into that agreement on such terms as may be:
 - (i) specified in the condition; or
 - (ii) determined, or subject to approval, by the Authority in accordance with any process which may be set out in the condition;

- (c) making such provision as the Authority considers appropriate to secure the effective ring-fencing of any Shared Management and Shared Resources which may be used for the purpose of that Business Function from all Separate Management and Separate Resources required under this condition to be used for that, or any other, Business Function; and
 - (d) containing provision for any of those conditions, or any such parts of them as may be specified, to have effect and/or cease to have effect on and from:
 - (i) such date as may be specified in the condition;
 - (ii) such date as may be determined by the Authority in accordance with any process which may be set out in the condition; or
 - (iii) the occurrence of such event or existence of such circumstances as may be described in the condition.
- 33. The Licensee must comply with the requirements of any conditions to which a Derogation is subject.
- 34. Where the Authority determines that the Licensee is in material non-compliance with any conditions of a Derogation, it may:
 - (a) at any time amend the Derogation by attaching to it such further or modified conditions as it considers requisite or expedient; or
 - (b) revoke the Derogation on a date prior to its Derogation Expiry Date, so long as the Authority gives to the Licensee no less than six months' notice prior to that revocation becoming effective (the **Derogation Revocation Date**).
- 35. The Authority may, on the request of the Licensee, at any time amend the conditions to which a Derogation is subject in such manner as the Licensee has requested and to which the Authority has consented.

The Principles and Guidance on Condition 42 Derogations

36. The Authority may following consultation with the Licensee and such other persons as it considers appropriate, issue, and from time to time amend, a document which shall be known as the **Principles and Guidance on Condition 42 Derogations**, which may set out:
- (a) guidance as to the process to be followed by the Authority in considering applications for Derogations under Part C or Part D;
 - (b) guidance as to the statutory duties to be followed by the Authority and the principles to be applied by it when deciding whether or not, and subject to what conditions, to grant a Derogation under Part C or Part D; and
 - (c) requirements as to:
 - (i) the form and content of the information and evidence which must be provided by the Licensee as part of any application for a Derogation under Part C or Part D; and
 - (ii) the procedure be followed by the Licensee in respect of that application.

PART D. SUBSEQUENT APPLICATIONS FOR DEROGATIONS

Applications which may be Made under this Part D

First-Time Applications

37. Where, in relation to any Business Function, the Licensee did not apply for a Derogation under Part C by 30 November 2023, it may apply for a Derogation in relation to that Business Function under this Part D on a date which is no earlier than 1 December 2028.

Originally Invalid Applications

38. Where, in relation to any Business Function, the Licensee applied for a Derogation under Part C by 30 November 2023, but the application was treated as invalid for non-compliance with the requirements of Part C, the Licensee may apply for a Derogation in relation to the same Business Function under this Part D on a date which is no earlier than 1 December 2028.

Originally Rejected Applications

39. Where, in relation to any Business Function, the Licensee applied for a Derogation under Part C by 30 November 2023, and the application was rejected by the Authority, the Licensee may apply for a Derogation in relation to the same Business Function under this Part D on a date which is no earlier than five years after the Derogation Decision Date.

Originally Granted Applications – Revocation of Derogation

40. Where, in relation to any Business Function, the Licensee applied for and was granted a Derogation under Part C, but that Derogation was later revoked by the Authority for a material non-compliance by the Licensee with its conditions, the Licensee may apply for a Derogation in relation to the same Business Function under this Part D on a date which is no earlier than five years after the Derogation Revocation Date.

Originally Granted Applications – Expiry of Derogation

41. Where, in relation to any Business Function, the Licensee applied for and was granted (or deemed to have been granted) a Derogation under Part C, the Licensee may apply for a Derogation in relation to the same Business Function under this Part D on a date which is no earlier than two years prior to the Derogation Expiry Date.

Variation of Time

42. The Authority may, by a direction issued to the Licensee, modify any date or period of time specified in any of the preceding paragraphs of this Part D, but that direction:
- (a) may only have the effect for the purpose of bringing forward that date or shortening

that period of time to such extent as it may specify; and

- (b) may be limited to applying only in respect of such Business Function as it may identify.

43. In any direction issued under the preceding paragraph, the Authority may specify limitations on the purpose for which the date or period of time is to be brought forward or shortened – including (in particular) limitations designed to restrict any new application for a Derogation to addressing only the consequences of such change of law or of circumstance as the direction may describe – in which case the Licensee may make any new application for a Derogation in accordance with the date or period of time specified in the direction only to the extent that it complies with such limitations.

Applicability of Part C

44. Where the Licensee is entitled to make an application for a Derogation under this Part D, the provisions of Part C shall apply to it in full, in the same way as if it had been an application made under that Part, except that in substitution for the corresponding provisions of Part C:

- (a) the earliest date at which an application may be made shall be the one specified in accordance with, and subject to any limitations imposed by, the proceeding provisions of this Part D;
- (b) there shall be no latest date by which an application may be made; and
- (c) the date by which the Authority is to determine any application for a Derogation shall be the later of:
 - (i) the date which falls six months after the application was received by it; or
 - (ii) where, prior to the expiry of that six month period, the Authority is satisfied that it requires more time to consider the application, such alternative date as it may specify in a direction issued to the Licensee, save that:

- (A) the Authority may issue no more than one such direction; and
 - (B) the latest date that may be specified by the Authority in any such direction is the date which falls twelve months after the application was received by it.
- 45. In the same manner as in Part C, where the Authority has not determined an application for a Derogation by the date identified in accordance with the previous paragraph, the Derogation shall be deemed to be granted by the Authority on that date on the basis applied for by the Licensee and the Derogation Expiry Date shall be the date which is five years from the Derogation Decision Date.

PART E. FACILITATING AND MONITORING COMPLIANCE

The Compliance Plan

- 46. The Licensee must, by no later than 1 December 2023, prepare and submit to the Authority a draft plan, which shall:
 - (a) set out the practices, procedures, systems and rules of conduct which the Licensee has adopted, or intends to adopt, together with the timescales for adoption, to ensure its compliance with the requirements of this condition; and
 - (b) require to be approved by the Authority (and following such approval shall be known for the purposes of this condition as the **Compliance Plan**).
- 47. The Licensee must take all steps within its power to comply with its Compliance Plan and shall publish the up to date Compliance Plan on its website.
- 48. The Licensee must submit any proposed revisions to the Compliance Plan to the Authority for its approval, and those revisions may not be made until the Authority has approved them.
- 49. The Authority may:

- (a) within 30 days of the Licensee submitting an initial draft plan or a revised Compliance Plan; or
- (b) following any review of the Compliance Plan that the Authority may conduct from time to time,

notify the Licensee that, in its opinion, the draft plan is not, or the Compliance Plan is no longer, suitable for the purpose of ensuring the Licensee's compliance with the requirements of this condition, and specify such revisions which must be made to it as are in the Authority's opinion necessary or expedient in order for it to be appropriate for that purpose and capable of approval by the Authority.

- 50. Where the Licensee receives such a notification, it shall within 30 days revise the draft plan or the Compliance Plan (as the case may be) in such manner and to such extent as is necessary to reflect the Authority's requirements.
- 51. The Licensee shall review the Compliance Plan on at least an annual basis so as to ensure that the Compliance Plan is accurate and up-to-date and remains suitable for the purpose of ensuring the Licensee's compliance with the requirements of this condition.
- 52. The Licensee must ensure that all persons who from time to time are engaged in the management and operation of the Transmission System Operator Business:
 - (a) are made aware of the practices, procedures, systems and rules of conduct set out in the Compliance Plan;
 - (b) have the necessary information and facilities to comply with their respective obligations under the Compliance Plan; and
 - (c) are aware of the disciplinary procedures that may be activated should they fail to comply with their obligations under the Compliance Plan.

The Compliance Manager

53. The Licensee, following consultation with the Authority, must ensure that there is at all times a senior employee engaged in the management of the Transmission System Operator Business who is appointed to a role which has the purpose of facilitating compliance with its obligations under this condition and with the Compliance Plan, and that person shall be known for the purposes of this condition as the **Compliance Manager**.
54. The Licensee shall ensure that the Compliance Manager has access to such staff, premises, systems, information, documentation, equipment, facilities and other resources as he might reasonably expect to require to fulfil the duties and tasks assigned to him.
55. The duties and tasks which the Licensee assigns to the Compliance Manager must include:
- (a) providing relevant advice and information to the Licensee for the purpose of ensuring its compliance with this Condition and with the Compliance Plan;
 - (b) monitoring the effectiveness of, and the Licensee's compliance with, the Compliance Plan;
 - (c) investigating any complaint or representation received by the Licensee from any person in respect of any matter arising under or by virtue of this condition or in relation to the Compliance Plan;
 - (d) recommending and advising upon the remedial action which any such monitoring or investigation has demonstrated to be necessary or desirable, including where necessary revising the Compliance Plan to reflect such recommendation and advice; and
 - (e) reporting regularly – at least annually, or with such greater frequency as the board of the Licensee may require or as may be specified in a notice issued by the Authority to the Licensee from time to time – to the directors of the Licensee on:
 - (i) His activities during the period covered by the report;

- (ii) The outcome of any investigations he has conducted during that period; and
 - (iii) On his assessment of the Licensee's compliance with this condition and with the Compliance Plan, clearly identifying any areas of non-compliance that he has identified and the remedial actions required in order to address them.
- 56. The Licensee must ensure that the Authority promptly receives a copy of each report that is given by the Compliance Manager to the directors of the Licensee.

PART F – MODIFICATION OF RELEVANT DATES AND RELEVANT PERIODS

- 57. This Part F provides for the Authority, by a direction issued to the Licensee, to modify;
 - (a) any date specified on the face of this Condition 42 (a **Relevant Date**); and
 - (b) any period of time specified on the face of this Condition 42 (a **Relevant Period**).
- 58. The Authority may issue a direction under this Part F only where it has first given the Licensee (and any other persons or bodies it considers likely to be interested in the matter) at least 28 days' notice of the proposed direction, has taken into account any representations which have been received by it before the end of the notice period, and has made such amendments (if any) to the proposed direction as it considers appropriate.
- 59. The Authority may, by a direction issued to the Licensee under this Part F, direct that there shall be substituted:
 - (a) for any Relevant Dates identified in the direction, such later dates as the direction may specify; and/or
 - (b) for any Relevant Periods identified in the direction, such longer periods of time as the direction may specify

60. The effect of any direction issued under this Part F shall be to modify this Condition 42 by replacing the Relevant Dates and/or Relevant Periods identified in the direction with such new later dates and/or longer periods of time as the direction may specify.
61. There shall be no limit on the number of occasions on which the Authority may issue directions under this Part F or on the number of times that any Relevant Date or Relevant Period may be modified by virtue of such directions.

PART G. DEFINITIONS

62. For the purposes of this condition:

Associated Company

means any company which is:

- (a) part of the EirGrid Group, but excluding the Licensee itself; and
- (b) (if not part of the EirGrid Group) an affiliate, related undertaking or ultimate controller of the Licensee.

Business Function

means a set of activities carried on by the Licensee for the purposes of the Transmission System Operator Business which:

- (a) in the context of an application made by the Licensee for a Derogation, are as described by the Licensee in that application; and

- (b) in the context of any Derogation granted by the Authority following such an application, are as described by the Authority in that Derogation.

Close Relation

means, in relation to an individual, another individual who is their spouse (or partner of equivalent nature), parent, child, sibling, grandparent or grandchild.

Compliance Manager

has the meaning given to that expression in paragraph 53.

Compliance Plan

has the meaning given to that expression in paragraph 46.

Derogation

has the meaning given to that expression in paragraph 23.

Derogation Decision Date

means, in relation to any application for a Derogation made by the Licensee under Part C or Part D:

- (a) the date on which the Authority notifies the Licensee of its decision either to grant or reject that application; or
- (b) where either paragraph 28 or 45 applies, the date on which a Derogation is deemed to have been granted.

Derogation Expiry Date	has the meaning given to that expression in paragraph 31.
Derogation Revocation Date	has the meaning given to that expression in paragraph 34.
Effective Date	has the meaning given to that expression in paragraph 20.
EirGrid Group	means EirGrid plc, each of its affiliates and Related Undertakings, and each company for which EirGrid plc or one of its affiliates or Related Undertakings is a holding company.
European Electricity Transmission System Operator	means an entity which acts (or at any time acted) as electricity transmission system operator in any part of the United Kingdom, or any member state of the European Union or the European Free Trade Area.
European Energy Industry	comprises those entities engaged in carrying out the activities of: (a) the generation, transmission, distribution and supply of electricity; and (b) the storage, and the conveyance, shipping and supply through pipes, of natural gas, any part of the United Kingdom, or any member state of the European Union or the European

Free Trade Area.

Executive Director

means a director of the Licensee who is also an employee of the Licensee.

Material Business Relationship

means any material business relationship between an individual and an entity, including in particular a relationship in which the individual acts as a provider of professional or consultancy services, or is involved in the supply of any other goods or services, to that entity, but shall not include (taken by itself):

- (a) the holding by an individual of a small number of shares or associated rights in the Licensee or any Associated Company; or
- (b) the receipt by an individual of any pension or other accrued benefit associated with prior employment or service with the Licensee or any Associated Company.

Non-Executive Director

means a director of the Licensee who is not an Executive Director.

Principles and Guidance on Condition 42 Derogations

has the meaning given to that expression in paragraph 36.

Relevant Date

has the meaning given to that expression in paragraph 57.

Relevant Period	has the meaning given to that expression in paragraph 57
Separate Management	has the meaning given to that expression in paragraph 21.
Separate Resources	has the meaning given to that expression in paragraph 22.
Services Agreement	means an agreement (whether or not legally-binding) between the Licensee and any Associated Company which relates to the provision of staff or other resources by the Licensee to that company, or by that company to the Licensee, or any sharing of staff or other resources between the Licensee and that company.
Shared Management	means managerial staff taking decisions in relation to activities carried out by the Licensee in the course of the Transmission System Operator Business which do not constitute Separate Management.
Shared Resources	means resources used in relation to activities carried out by the Licensee in the course of the Transmission System Operator Business which do not take the form of Separate Resources.
Sufficiently-Independent	has the meaning given to that expression in

Director

paragraph 17.

Condition 43. Digitalisation

INTRODUCTION

1. This condition makes provision for the Licensee, working together with NIE Networks, to produce a strategy and an action plan designed to facilitate the effective digitalisation of their regulated businesses, and it consists of four parts:
 - (a) **Part A** makes provision for the Licensee and NIE Networks to prepare, adopt and maintain a joint Digitalisation Strategy;
 - (b) **Part B** makes provision for the Licensee and NIE Networks to prepare adopt and maintain a joint Digitalisation Action Plan designed to give practical effect to the Strategy, and it requires the Licensee to take all steps within its power to comply with the relevant provisions of the Plan;
 - (c) **Part C** makes provision for the Authority to issue and amend a document known as the DSAP Instructions and Guidance, which may specify requirements as to the form and content of the Strategy and Plan and provide further guidance relating to those documents;
 - (d) **Part D** sets out various defined terms which are relevant to this condition.

PART A. THE DIGITALISATION STRATEGY

The Principal Obligation

2. The Licensee must, in conjunction and cooperation with NIE Networks, take all steps within its power to ensure that they jointly prepare, adopt and maintain a Digitalisation Strategy in accordance with the requirements of this Part A.

Preparation of the Digitalisation Strategy

The Form of the Strategy

3. The **first** requirement is that the Digitalisation Strategy shall be structured so as to include separate sections, which shall respectively incorporate provisions:
 - (a) specific to the Transmission System Operator Business of the Licensee;
 - (b) specific to NIE Networks in its separate roles as:
 - (i) Transmission Owner; and
 - (ii) Distribution System Owner;
 - (c) common to both the Licensee and NIE Networks; and

- (d) requiring cooperation and joint working on the part of the Licensee and NIE Networks.

The Content of the Strategy

- 4. The **second** requirement is that the Digitalisation Strategy shall be written so as to:
 - (a) comply with any requirements specified by the Authority in the DSAP Instructions and Guidance; and
 - (b) take into account any guidance, and be consistent with any principles or objectives, specified by the Authority in the DSAP Instructions and Guidance.

The Procedure Prior to Adopting the Strategy

- 5. The **third** requirement is that, before adopting the Digitalisation Strategy, the Licensee and NIE Networks shall jointly:
 - (a) prepare a draft of the Strategy and publish that draft in such a manner as is likely to bring it to the attention of those who may have an interest in it;
 - (b) prepare and publish together with that draft such explanatory or supporting materials as are necessary to ensure that those who have an interest in the Strategy are able to understand clearly the purpose, aims and likely effect of the draft;
 - (c) allow all those who wish to make representations on the draft Strategy a reasonable opportunity (within a period of not less than 42 days from the publication of the draft) in which to do so; and
 - (d) carefully and conscientiously consider all representations received by the Licensee or NIE Networks during the specified period with a view to assessing whether any changes to the draft Strategy are necessary or desirable in the light of those representations.

6. The **fourth** requirement is that, before adopting the Digitalisation Strategy, the Licensee and NIE Networks shall jointly:
- (a) prepare a document which:
 - (i) summarises the representations received by them from interested parties in response to the draft Strategy; and
 - (ii) provides a clear and reasoned explanation of whether the Licensee and NIE Networks propose to make or not to make any changes to the draft Strategy in respect of each of those representations;
 - (b) publish that document in such a manner as is likely to bring it to the attention of those who may have an interest in it; and
 - (c) send a copy of the document to the Authority.

Consideration of the Strategy by the Authority

7. The **fifth** requirement is that, having complied with the first to the fourth requirements of this Part A but before adopting the Digitalisation Strategy, the Licensee and NIE Networks shall jointly:
- (a) prepare a further version of the Strategy incorporating such changes (if any) as they consider appropriate in the light of representations received on the draft Strategy;
 - (b) provide to the Authority a copy of that version of the Strategy as the document which they propose for adoption;
 - (c) provide to the Authority such further information or explanation in relation to the Strategy as the Authority may request;

- (d) make any changes to that version of the Strategy which the Authority may, within 28 days of having been provided with a copy of it, direct them to make; and
- (e) treat that version of the Strategy, including any changes directed by the Authority, as the final form of the document for the purposes of its adoption.

Adoption of the Digitalisation Strategy

- 8. The **sixth** requirement is that the Licensee and NIE Networks shall adopt the Digitalisation Strategy by no later than 30 September 2026, or such later date as may be specified in a direction issued to each of them by the Authority pursuant to this paragraph 8.
- 9. The **seventh** requirement is that the Licensee and NIE Networks shall jointly arrange for the publication of the Digitalisation Strategy, following its adoption, in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Maintenance of the Digitalisation Strategy

Reviews of the Strategy

- 10. The **eighth** requirement is that the Licensee and NIE Networks shall, from time to time, jointly review the Digitalisation Strategy with the aim of ensuring that it remains accurate, up to date and fit for purpose, and shall in particular ensure that:
 - (a) in the case of the first such review, that review is completed by no later than the date which falls two years after the date on which the Strategy was initially adopted; and
 - (b) in the case of each subsequent review, the review is completed by no later than the date which falls two years after the date of completion of the immediately preceding review.
- 11. For these purposes, a review shall be treated as having been ‘completed’ only when the ninth to the eleventh requirements of this Part A have been satisfied in respect of it.

The Procedure for a Review of the Strategy

12. The **ninth** requirement is that, for the purpose of each review of the Digitalisation Strategy, the Licensee and NIE Networks shall jointly:
- (a) prepare and publish, in such a manner as is likely to bring it to the attention of those who may have an interest in it, a document (the **Review Paper**) which:
 - (i) summarises their views as to the progress made in implementing the Strategy since (as applicable) its initial adoption or the completion of the immediately preceding review;
 - (ii) specifies whether they propose to make or not make changes to the Strategy, and in either case provides a clear and reasoned explanation for the proposal; and
 - (iii) sets out any changes to the Strategy which may be proposed;
 - (b) allow all those who wish to make representations on the content of the Review Paper, and in particular on any proposal to make or not to make changes to the Strategy, a reasonable opportunity (within a period of not less than 42 days from its publication) in which to do so;
 - (c) carefully and conscientiously consider all representations received by the Licensee or NIE Networks during the allowed period with a view to assessing whether any variations to the proposal set out in the Review Paper are necessary or desirable in the light of those representations; and
 - (d) comply with such other requirements and take into account any guidance, in relation to the conduct of the review, as is specified by the Authority in the DSAP Instructions and Guidance.
13. The **tenth** requirement is that, before completing each review of the Digitalisation Strategy, the Licensee and NIE Networks shall jointly:

- (a) prepare a document which:
 - (i) summarises the representations received by them from interested parties in response to the Review Paper; and
 - (ii) provides a clear and reasoned explanation of whether the Licensee and NIE Networks propose to make or not to make any changes to the Strategy in the light of those representations; and
- (b) publish that document in such a manner as is likely to bring it to the attention of those who may have an interest in it, and send a copy of it to the Authority.

Consideration of the Strategy by the Authority following a Review

14. The **eleventh** requirement is that, having complied with the eighth to the tenth requirements of this Part A, the Licensee and NIE Networks shall jointly:

- (a) provide to the Authority a statement which either:
 - (i) identifies the changes they propose to make to the Digitalisation Strategy; or
 - (ii) explains that they consider no changes to the Strategy to be appropriate at that time; and
- (b) where the Authority, within 28 days of having been provided with that statement, directs them to do so:
 - (i) refrain from making any such changes to the Strategy as the direction may identify; and/or
 - (ii) make such other changes to the Strategy as the direction may identify.

Post-Review Publication of the Strategy

15. The **twelfth** requirement is that the Licensee and NIE Networks shall jointly arrange for the publication of an updated version of the Digitalisation Strategy, following the completion of each review, in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Archive of the Strategy

16. The **thirteenth** requirement is that, following the first review of the Digitalisation Strategy, the Licensee and NIE Networks shall jointly arrange for an archive of all previously published versions of the Strategy to be maintained and published in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Disputes – Resolution by the Authority

17. The provisions of paragraphs 18 to 20 shall apply only where the Licensee and NIE Networks, having each negotiated with each other in good faith and used all steps within their respective powers to establish a common position, are:
- (a) in the case of the fifth requirement of this Part A, unable to reach agreement in all respects as to a version of the Strategy to be proposed for adoption; or
 - (b) in the case of the eleventh requirement of this Part A, unable to reach agreement in all respects as to the changes (if any) to be proposed to the Strategy.
18. Where this paragraph applies, the Licensee and NIE Networks shall jointly, at the same time as they comply with all other aspects of the fifth or the eleventh requirement (as the case may be), and by exception to the obligation to submit to the Authority a single joint proposal, submit to the Authority instead:
- (a) a statement identifying clearly:
 - (i) the matters on which they have been able to agree and which are therefore the subject of a single joint proposal; and

- (ii) the matters on which they have not been able to agree and in respect of which they each make different proposals; and
 - (b) in relation to those matters on which they have not been able to agree:
 - (i) a statement of the proposal preferred by each of them, which shall include (where relevant) a draft of the provisions of the Strategy that they would each respectively prefer to be adopted; and
 - (ii) a reasoned explanation of why each company prefers its own proposal as against the alternative proposal made by the other.
19. Where this paragraph applies, the Authority may, at the same time as it exercises its other functions as described in the fifth or the eleventh requirement (as the case may be), resolve the matters in dispute between the Licensee and NIE Networks by determining either to accept the proposal preferred by one of them or to follow an alternative approach identified by the Authority, and in either case shall direct the Licensee and NIE Networks to adopt a version of the Strategy which is consistent with that determination.
20. Where this paragraph applies, references in the fifth or the eleventh requirement (as the case may be) to 28 days shall be read instead as being references to 56 days.

Key Definition

21. For the purposes of this condition, a **Digitalisation Strategy** means a document which sets out clearly:
- (a) the objectives of both the Licensee and NIE Networks in relation to the Digitalisation of their respective regulated businesses, identifying clearly how such objectives:
 - (i) align with the interests of energy consumers in Northern Ireland, including the interests of those consumers in receiving a fair share of the benefits

generated from the managerial and operational implementation of the Strategy; and

- (ii) demonstrate the Licensee and NIE Network's understanding of the needs of their stakeholders and prioritise the meeting of those needs which will benefit energy consumers in Northern Ireland;
- (b) the intended means by which those objectives are to be achieved by each of them, including the resources requiring to be committed to the process of achieving those objectives;
- (c) such target deadlines, standards of performance and/or deliverable outcomes as are to be set by them so as to ensure that their progress towards meeting the objectives is clearly measurable; and
- (d) such processes as are to be established by them so as to ensure that:
 - (i) their progress by reference to the targets is regularly measured and reported on, in a manner that is transparent and accountable to energy consumers in Northern Ireland; and
 - (ii) corrective actions are promptly taken by them in any case in which the targets are not met, so as to ensure that all appropriate steps continue to be taken with a view to achieving the objectives and so protect the interests of energy consumers in Northern Ireland.

PART B. THE DIGITALISATION ACTION PLAN

The Principal Obligations

22. The Licensee must:

- (a) in conjunction and cooperation with NIE Networks, take all steps within its power to ensure that they prepare, adopt and maintain a Digitalisation Action Plan in accordance with the requirements of this Part B; and
- (b) take all steps within its power to comply with the provisions of the Plan insofar as they are relevant to the Transmission System Operator Business.

Preparation of the Digitalisation Action Plan

The Form of the Plan

23. The **first** requirement is that the Digitalisation Action Plan shall be structured so as to include separate sections, which shall respectively incorporate provisions:
- (a) specific to the Transmission System Operator Business of the Licensee;
 - (b) specific to NIE Networks in its separate roles as:
 - (i) Transmission Owner; and
 - (ii) Distribution System Owner;
 - (c) common to both the Licensee and NIE Networks; and
 - (d) requiring cooperation and joint working on the part of the Licensee and NIE Networks.

The Content of the Plan

24. The **second** requirement is that the Digitalisation Action Plan shall be written so as to:
- (a) comply with any requirements specified by the Authority in the DSAP Instructions and Guidance; and

- (b) take into account any guidance, and be consistent with any principles or objectives, specified by the Authority in the DSAP Instructions and Guidance.

Consideration of the Plan by the Authority

25. The **third** requirement is that, before adopting the Digitalisation Action Plan, the Licensee and NIE Networks shall jointly:

- (a) prepare a draft of the Plan and provide a copy of it to the Authority;
- (b) prepare and provide to the Authority together with that draft such explanatory or supporting materials as are necessary to ensure that the Authority may understand clearly the purpose, aims and likely effect of the draft;
- (c) provide to the Authority such further information or explanation in relation to the Plan as the Authority may request;
- (d) make any changes to the draft of the Plan which the Authority may, within 42 days of having been provided with a copy of it, direct them to make; and
- (e) treat that version of the Plan, including any changes directed by the Authority, as the final form of the document for the purposes of its adoption

Adoption of the Digitalisation Action Plan

26. The **fourth** requirement is that the Licensee and NIE Networks shall adopt the Digitalisation Action Plan by no later than 31 March 2027, or such later date as may be specified in a direction issued to each of them by the Authority pursuant to this paragraph 26.

27. The **fifth** requirement is that the Licensee and NIE Networks shall jointly arrange for the publication of the Digitalisation Action Plan, following its adoption, in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Maintenance of the Digitalisation Action Plan

Reviews of the Plan

28. The **sixth** requirement is that the Licensee and NIE Networks shall, from time to time, jointly review the Digitalisation Action Plan with the aim of ensuring that it remains accurate, up to date, fit for purpose and aligned with the Digitalisation Strategy, and shall in particular ensure that:
- (a) in the case of the first such review, that review is completed by no later than the date which falls twelve months after the date on which the Plan was initially adopted; and
 - (b) in the case of each subsequent review, the review is completed by no later than the date which falls twelve months after the date of completion of the immediately preceding review.
29. For these purposes, a review shall be treated as having been ‘completed’ only when the seventh requirement of this Part B has been satisfied in respect of it.

The Procedure for a Review of the Plan and its Consideration by the Authority

30. The **seventh** requirement is that, for the purpose of each review of the Digitalisation Action Plan, the Licensee and NIE Networks shall jointly:
- (a) comply with such requirements and take into account any guidance, in relation to the conduct of the review, as is specified by the Authority in the DSAP Instructions and Guidance;
 - (b) prepare and provide to the Authority a document which:
 - (i) summarises their views as to the progress made in giving effect to the Plan since (as applicable) its initial adoption or the completion of the immediately preceding review;

- (ii) specifies whether they propose to make or not make changes to the Plan, and in either case provides a clear and reasoned explanation for the proposal; and
 - (iii) sets out any changes to the Plan which may be proposed;
- (c) where the Authority, within 28 days of having been provided with that document, directs them to do so:
 - (i) refrain from making any such changes to the Plan as the direction may identify; and/or
 - (ii) make such other changes to the Plan as the direction may identify.

Post-Review Publication of the Plan

31. The **eighth** requirement is that the Licensee and NIE Networks shall jointly arrange for the publication of an updated version of the Digitalisation Action Plan, following the completion of each review, in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Archive of the Plan

32. The **ninth** requirement is that, following the first review of the Digitalisation Action Plan, the Licensee and NIE Networks shall jointly arrange for an archive of all previously published versions of the Plan to be maintained and published in such manner as to ensure that it will be reasonably accessible to all those who may have an interest in it.

Disputes – Resolution by the Authority

33. The provisions of paragraphs 34 to 36 shall apply only where the Licensee and NIE Networks, having each negotiated with each other in good faith and used all steps within their respective powers to establish a common position, are:

- (a) in the case of the third requirement of this Part B, unable to reach agreement in all respects as to a version of the Plan to be proposed for adoption; or
 - (b) in the case of the seventh requirement of this Part B, unable to reach agreement in all respects as to the changes (if any) to be proposed to the Plan.
- 34. Where this paragraph applies, the Licensee and NIE Networks shall jointly, at the same time as they comply with all other aspects of the third or the seventh requirement (as the case may be), and by exception to the obligation to submit to the Authority a single joint proposal, submit to the Authority instead:
 - (a) a statement identifying clearly:
 - (i) the matters on which they have been able to agree and which are therefore the subject of a single joint proposal; and
 - (ii) the matters on which they have not been able to agree and in respect of which they each make different proposals; and
 - (b) in relation to those matters on which they have not been able to agree:
 - (i) a statement of the proposal preferred by each of them, which shall include (where relevant) a draft of the provisions of the Plan that they would each respectively prefer to be adopted; and
 - (ii) a reasoned explanation of why each company prefers its own proposal as against the alternative proposal made by the other.
- 35. Where this paragraph applies, the Authority may, at the same time as it exercises its other functions as described in the third or the seventh requirement (as the case may be), resolve the matters in dispute between the Licensee and NIE Networks by determining either to accept the proposal preferred by one of them or to follow an alternative approach identified by the Authority, and in either case shall direct the Licensee and NIE Networks to adopt a version of the Plan which is consistent with that determination.

36. Where this paragraph applies:
- (a) the reference in the third requirement to 42 days shall be read instead as being a reference to 84 days; and
 - (b) the reference in the seventh requirement to 28 days shall be read instead as being a reference to 56 days.

Key Definition

37. For the purposes of this condition, a **Digitalisation Action Plan** means a document which is designed to give practical effect to the Digitalisation Strategy by setting out in detail how the Licensee and NIE Networks will, taking into account the interests of energy consumers in Northern Ireland and the needs of their stakeholders (where meeting those stakeholder needs will benefit energy consumers in Northern Ireland), make progress towards successfully delivering the work required to ensure the effective managerial and operational implementation and fulfilment of the Strategy.

PART C. THE DSAP INSTRUCTIONS AND GUIDANCE

38. The Authority may following consultation with the Licensee and such other persons as it considers appropriate, issue, and from time to time amend, a document which shall be known as the **DSAP Instructions and Guidance**, which may set out:
- (a) requirements to be complied with by the Licensee and NIE Networks in relation to the form or content of the Digitalisation Strategy and the Digitalisation Action Plan;
 - (b) guidance as to the form or content of the Strategy and the Plan, which may include in particular a statement of principles and objectives with which the Strategy and the Plan are to be consistent; and
 - (c) requirements or guidance as to the conduct of any reviews of the Strategy and the Plan.

39. The DSAP Instructions and Guidance may incorporate such provisions as the Authority may from time to time consider appropriate, including in particular provisions as to:
- (a) how the Licensee and NIE Networks should ensure that data which they control or produce is used to generate benefits for energy consumers in Northern Ireland;
 - (b) the objectives and targets to be adopted as part of the Digitalisation Strategy and how they are to be measured; and
 - (c) the means of ensuring that the performance of the Licensee and NIE Networks in meeting the targets and achieving the objectives is made transparent and so that the companies may be publicly accountable for it.

PART D. DEFINITIONS

40. For the purposes of this condition:

Digitalisation	means the transformation of a business by the use of digital technologies throughout the entire range of its activities so as to ensure that the business operates with maximum efficiency and is able to realise the full value (including in the form of public and stakeholder benefit which is aligned with the interests of energy consumers in Northern Ireland) of such data as it may from time to time control or produce.
Digitalisation Action Plan	has the meaning given to that expression in paragraph 37.
Digitalisation Strategy	has the meaning given to that expression in paragraph 21.

DSAP Instructions and Guidance has the meaning given to that expression in paragraph 38.

NIE Networks means NIE Networks Limited, acting in its capacity as both the Transmission Owner and Distribution System Owner.

Plan means the Digitalisation Action Plan.

Review Paper has the meaning given to that expression in paragraph 12.

Strategy means the Digitalisation Strategy.

Schedule 1. Revocation

1. The Authority may at any time revoke the Licence by not less than 30 days' notice in writing to the Licensee:
 - (a) if the Licensee agrees in writing with the Authority that the Licence should be revoked;
 - (b) if any licence fee required to be paid under the Licence is unpaid 30 days after it has become due, and remains unpaid for a period of 14 days after the Authority has given the Licensee notice that the payment is overdue, provided that no such notice shall be given earlier than the sixteenth day after the day on which the amount payable became due;
 - (c) if the Licensee fails to comply with a final order (within the meaning of Article 42 of the Energy Order) or with a provisional order (within the meaning of Article 42 of the Energy Order) which has been confirmed under Article 42 of the Energy Order and which (in either case) has been made in respect of a contravention or apprehended contravention of a Condition of the Licence or of a relevant requirement as defined in Article 41(2)(a) of the Energy Order imposed on the Licensee in its capacity as holder of the Licence and (in either case) such failure is not rectified to the satisfaction of the Authority within three months after the Authority has given notice of such failure to the Licensee, provided that no such notice shall be given by the Authority before the expiration of the period within which an application under Article 44 of the

Energy Order could be made questioning the validity of the final or provisional order or before the proceedings relating to any such application are finally determined;

- (d) if the Licensee fails to comply with an order made by a court under section 34 of the Competition Act 1998; or fails to comply with an order made under section 72, 75, 76, 81, 83, 84, 158, 160 or 161 of, or under paragraph 2, 5, 6, 10 or 11 of schedule 7 to, the Enterprise Act 2002; or is found guilty of an offence under section 188, 193 or 194 of the Enterprise Act 2002;
- (e) if the Licensee:
 - (i) is unable to pay its debts (within the meaning of Article 103(1) or (2) of the Insolvency (Northern Ireland) Order 1989, but subject to paragraphs 2 and 3 below) or if any voluntary arrangement is proposed in relation to it under Article 14 of that Order, or if it enters into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Authority);
 - (ii) has a receiver (which expression shall include an administrative receiver within the meaning of Article 5(1) of the Insolvency (Northern Ireland) Order 1989) of the whole or any material part of its assets or undertaking appointed;
 - (iii) has an administration order under Article 21 of the Insolvency (Northern Ireland) Order 1989 made in relation to it;
 - (iv) passes any resolution for winding-up other than a resolution previously approved in writing by the Authority; or
 - (v) becomes subject to an order for winding-up by a court of competent jurisdiction;
- (f) if the Licensee is convicted of having committed an offence under Article 63 of the Order or under Article 46 of the Gas (Northern Ireland) Order 1996;

- (g) if the Licensee fails to pay any financial penalty (within the meaning of Article 45 of the Energy Order) imposed in respect of a contravention or apprehended contravention of a Condition of the Licence or of a “relevant requirement” as defined in Article 41(2)(a) of the Energy Order by the due date for such payment and such payment is not made to the Authority within three months after the Authority has given notice in writing of such failure to the Licensee, provided that no such notice shall be given by the Authority before the expiration of the period within which an application under Article 49 of the Energy Order could be made questioning the validity or effect of the financial penalty or before the proceedings relating to any such application are finally determined; or
 - (h) if the Licensee ceases to carry on the Transmission System Operator Business other than with the consent of the Authority.
- 2. For the purposes of paragraph 1(e)(i) above, Article 103(1)(a) of the Insolvency (Northern Ireland) Order 1989 shall have effect as if for “£750” there was substituted “£250,000” or such higher figure as the Authority may from time to time determine by notice in writing to the Licensee.
- 2 The Licensee shall not be deemed to be unable to pay its debts for the purposes of paragraph 1(e)(i) above if any such demand as is mentioned in Article 103(1)(a) of the Insolvency (Northern Ireland) Order 1989 is being contested in good faith by the Licensee with recourse to all appropriate measures and procedures or if any such demand is satisfied before the expiration of such period as may be stated in any notice given by the Authority under paragraph 1 above.

ANNEX 1 Charge Restrictions

1 Definitions

1.1 In this Annex:

Actual Regulated Revenue	means the revenue (measured on an accruals basis) derived from SSS/TUoS Charges (including any revenue received from any Separate Business) after deduction of value added tax (if any) and any other taxes based directly on the amounts so derived.
Additional Approved Costs	means the costs incurred by the Licensee in relation to any matter in respect of which: (a) the Licensee has made a claim in accordance with paragraph 8.1 of this Annex; and (b) the Authority has, pursuant to paragraphs 8.5 to 8.11 of this Annex, approved an amount of costs that may be recovered by the Licensee in respect of that matter.
Annual Out-turn Report	has the meaning given to it in paragraph 1 of Condition 39.
Applicable Exchange Rate	means the annual average exchange rate for the conversion of euro into sterling as published by Thomson Reuters.
Average Specified Rate	means one-year Bank of England Base Rate (BoEBR) (or such other bank as the Authority shall specify from time to time) current from time to time during the period in respect of which the calculation falls to be made.
Capital expenditure	means expenditure incurred by the Licensee which is (or is to be) capitalised or amortised for the purposes of its statutory accounts, excluding any borrowing costs or finance costs.
Connections Income Attributable to Overheads	means any income received by the Licensee in respect of the connection charges referred to at paragraph 2(g) of Condition 25 of this Licence, which is reasonably attributable to the recovery of Overhead Costs.
CPIH	means the Consumer Prices Index including owner occupiers' housing costs (2015 = 100), published by the Office for National Statistics (or any successor body).

CPIH_t	means the CPIH published or determined with respect to April in Relevant Year t.
CPIH₂₀₁₉	means the CPIH published or determined with respect to April 2019 (value = 107.6).
Demonstrably Inefficient or Wasteful Expenditure	means expenditure which the Authority has (giving the reasons for its decision) determined having regard to such guidance as the Authority may from time to time issue, to be demonstrably inefficient and/or wasteful, given the information reasonably available to the Licensee at the time that the Licensee made the relevant decision about that expenditure. For the avoidance of doubt, no expenditure is demonstrably inefficient or wasteful expenditure simply by virtue of a statistical or quantitative analysis that compares aggregated measures of the Licensee's costs with the costs of other companies.
Imperfections Charge	has the meaning given to it in the Single Electricity Market Trading and Settlement Code.
Legal Requirement	means, in relation to the Licensee, any of the following: (a) any enactment to the extent that it applies to the Licensee; (b) any regulation made by the Council or the Commission of the European Communities to the extent that it applies to the Licensee and impacts on the Transmission System Operator Business or a decision taken by that Council or Commission which is binding on the Licensee and impacts on the Transmission System Operator Business to the extent that it is so binding; (c) any interpretation of law, or finding, contained in any judgment given by a court or tribunal of competent jurisdiction in respect of which the period for making an appeal has expired; (d) any direction of a competent authority other than, insofar as it applies to the Licensee, the Authority (except in the exercise of its powers under paragraph 4 of Condition 16) or the Department.
Maximum Core Revenue	means the revenue allowance calculated in accordance with the formula in paragraph 2.2 of this Annex.
Maximum Regulated Revenue	means the revenue allowance calculated in accordance with paragraph 2.1 of this Annex.

Moyle Interconnector Collection Agency Agreement	has the meaning given to that expression in Condition 37.
Operating expenditure	means expenditure incurred by the Licensee which is not Capital Expenditure and which excludes borrowing costs and finance costs.
Other System Charges	has the meaning given to it in the Single Electricity Market Trading and Settlement Code.
Overhead Costs	means the costs incurred by the Licensee that can reasonably be attributed to multiple areas of the business including, but not limited to, the costs of the following activities or functions: payroll, finance, HR, IT, Telecoms, facilities and intra-group recharges (insofar as these can reasonably be attributed to multiple areas of the business).
Permitted One-Year Percentage	means 4% of the Maximum Regulated Revenue.
Permitted Three-Year Percentage	means 5% of the Maximum Regulated Revenue in the second of the Relevant Years.
Price Control Decision Paper	means each of: (i) the decision paper issued by the Authority on 21 December 2020 and entitled "SONI Price Control 2020-2025, Final Determination" together with its Annexes; (ii) the decision paper issued by the Authority on 19 November 2021 and entitled " <i>Decision on Licence Modifications for the SONI Price Control 2020-2025</i> "; (iii) the decision paper issued by the Authority on 28 May 2025 in relation to the two-year extension period.
Quantity Entering the Total System	means the aggregate quantity of units metered on entry to the total system in Relevant Year t (minus any units consumed by generation sets and imported from the total system).
Relevant Change of Law	means the application to the Licensee of any Legal Requirement which did not previously so apply or the change of any Legal Requirement relating to the Licensee (including any such Legal Requirement ceasing to apply, being withdrawn or not being renewed).
Relevant Year	means a financial year commencing on 1 October and concluding 30 September.

Relevant Year t	means that Relevant Year for the purposes of which any calculation falls to be made; " Relevant Year t - 1 " means the Relevant Year preceding Relevant Year t and similar expressions shall be construed accordingly.
Requirements and Guidance on Uncertainty Mechanisms	means a document issued by the Authority following consultation with the Licensee, as it may be subsequently supplemented or amended following further such consultation, and setting out the requirements and guidance applicable to: (a) the process by which the Authority may determine variations to the allowance for pension deficit repair costs, under the PTRAt term at paragraph 2.2(c) of this Annex; (b) the process by which claims may be made by the Licensee in respect of potential increases to the allowance for the costs of transmission network planning scoping and feasibility activities, under the SFUt term at paragraph 2.2(h) of this Annex; (c) the process by which claims may be made by the Licensee under paragraph 8.1 of this Annex for the approval by the Authority of Additional Approved Costs, including claims for: (i) an approval in respect of costs that are yet to be incurred; (ii) an approval in respect of costs that were incurred in any Relevant Year t falling prior to that in which the claim is made; (iii) the variation of any previous approval; (d) the information and evidence to be provided by the Licensee on the submission of the types of claims referred to in paragraphs (b) or (c) above; (e) the process by which such claims will be reviewed and, if appropriate, approved by the Authority; and (f) any information or evidence that must be provided by the Licensee to the Authority following any determination or approval of such claims.
Requirements and Guidance on Conditional Cost Sharing	means a document issued by the Authority following consultation with the Licensee, as it may be subsequently supplemented or amended following further such consultation, and setting out the requirements and guidance applicable to:

	(a) the operation of: (i) the conditional cost sharing arrangements for Operating Expenditure for the purposes of paragraph 2.2 of this Annex; (ii) the conditional cost sharing arrangements for capital expenditure for the purposes of paragraph 2.3 of this Annex; (b) the calculation of: (i) the term $CSBA_t$ in accordance with paragraph 2.2 of this Annex; (ii) the terms $CSCA_t$ in accordance with paragraph 2.3 of this Annex; (c) the process by which the Licensee may make and support proposals to the Authority on the appropriate values for the $CSBA_t$ and $CSCA_t$ terms. The materiality threshold for the Conditional Cost Sharing mechanism is £500,000 (nominal prices); (d) any information or evidence that must be provided by the Licensee to the Authority, and any other requirements that must be met by the Licensee, for the purposes referred to in paragraph (c); (e) such other matters as appear to the Authority to be expedient for the purposes of giving effect to, and facilitating the operation of, the conditional cost sharing arrangements as more fully described in the Price Control Decision Paper.
Requirements and Guidance on the Evaluative Performance Framework	means a document issued by the Authority following consultation with the Licensee, as it may be subsequently supplemented or amended following further such consultation, and setting out the requirements and guidance applicable to: (a) the procedure to be followed by the Authority for the purposes of establishing and applying an evaluative performance framework which shall include: (i) the criteria against which the Licensee's performance will be assessed;

	(ii) the methodology for determining the amount of any financial reward or penalty applicable to the Licensee in the light of the assessment of its performance in any Relevant Year t; (b) setting a value for the term EP_t under paragraph 2.2(e) of this Annex in order to give effect to that reward or penalty; (c) the information and evidence to be provided by the Licensee to the Authority for the purpose of facilitating the operation of that evaluative performance framework; (d) any other obligations with which the Licensee is required to comply for the same purpose; (e) such other matters as appear to the Authority to be expedient for the purposes of giving effect to, and facilitating the operation of, the evaluative performance framework as more fully described in the Price Control Decision Paper.
Requirements and Guidance on Transmission Network Pre-construction Projects	means a document issued by the Authority following consultation with the Licensee, as it may be subsequently supplemented or amended following further such consultation, and setting out the requirements and guidance applicable to: (a) the process by which claims may be made by the Licensee to the Authority for approval under paragraphs 10.1 and 10.2 of this Annex, including claims for: (i) an approval in respect of costs that are yet to be incurred; (ii) an approval in respect of costs that were incurred in any Relevant Year t falling prior to that in which the claim is made; (iii) the variation of any previous approval; (b) the information and evidence to be provided by the Licensee on the submission of such claims; (c) the process by which such claims will be reviewed and, if appropriate, approved by the Authority; and (d) any information or evidence that must be provided by the Licensee to the Authority following any such approval.

RPI	means the Retail Prices Index (Jan 1987 = 100), published by the Office for National Statistics (or any successor body).
RPI_t	means the RPI published or determined with respect to April in Relevant Year t.
Special Project Costs	means the costs incurred by the Licensee in relation to any project in respect of which: (a) the Licensee has made a claim in accordance with paragraph 8.1 of this Annex; and (b) the Authority has, pursuant to paragraph 8.9 of this Annex, determined that the costs of the project are to be treated as Special Project Costs.
Specified Proportions	means the proportions as defined and set out in the Market Operator Agreement entered into under and for the purposes of Condition 14 of the licence granted under Article 10(1)(d) of the Order.
SSS/TUoS Charge(s)	means the charges for System Support Services and for use of the All-Island Transmission Networks as provided for under Condition 30.
SSS/TUoS Charge Restriction Condition	means this Annex as from time to time modified or replaced in accordance with its own terms or pursuant to any enactment.
Transmission Network Pre-construction Project	means a transmission network project: (a) identified, by the Licensee or the Transmission Owner, as a project which is necessary for the purposes of developing the transmission system; (b) in respect of which the Licensee is, as the Transmission System Operator, responsible for carrying out activities required to progress the project from the conceptual design stage to, but not including, the construction stage; and (c) which has been approved by the Authority, following a claim by the Licensee for such approval in accordance with paragraph 10.1 of this Annex.
Transmission Network Pre-	means costs incurred by the Licensee in relation to a Transmission Network Pre-construction Project, where the Authority has approved the incurring of costs in relation to that project following a claim by the

construction Project Costs	Licensee for such approval in accordance with paragraph 10.2 of this Annex.
Uncollected SSS/TUoS Revenue	means any amount owed to the Licensee in respect of Regulated SSS/TUoS Revenue, which amount remains unpaid six months after the date it first fell due for payment or which amount the Licensee deems (in accordance with the payment security policy) to be unrecoverable before the expiry of that six month period; plus the reasonable recovery costs incurred by the Licensee in respect of such amount and the reasonable interest attributable to such amount (calculated, in both cases, in accordance with the payment security policy).
Unit	means a kilowatt hour.

- 1.2 Where any table or calculation refers to a numbered Relevant Year t (or similarly Relevant Year y) the applicable Relevant Year is as follows:

Relevant Year t / y	Relevant Year
-6	May 2014 – September 2014
-5	October 2014 – September 2015
-4	October 2015 – September 2016
-3	October 2016 – September 2017
-2	October 2017 – September 2018
-1	October 2018 – September 2019
0	October 2019 - September 2020
1	October 2020 - September 2021
2	October 2021 - September 2022
3	October 2022- September 2023
4	October 2023 - September 2024
5	October 2024 - September 2025

6	October 2025 - September 2026
7	October 2026 - September 2027

2 **Restriction of SSS/TUoS Charges**

The Restriction

2.1 The Licensee shall, in setting the SSS/TUoS Charges, use its best endeavours to ensure that in each Relevant Year the Actual Regulated Revenue shall not exceed the Maximum Regulated Revenue, and for these purposes the Maximum Regulated Revenue shall be the aggregate of:

- (a) the Maximum Core Revenue in Relevant Year t (MC_t), calculated in accordance with paragraph 2.2 of this Annex;

plus

- (b) the $CAIR_t$ amount,

where:

$CAIR_t$ has, in respect of each Relevant Year t , the same meaning as is given to that expression in the Moyle Interconnector Collection Agency Agreement.

The Maximum Core Revenue (MC_t)

2.2 The Maximum Core Revenue, from Relevant Year $t=1$ onwards, shall be calculated as follows:

$$MC_t = A_t + B_t + PR_t + CSB_t + EP_t + NIA_t + D_t + SF_t + K_t + N_t + BNB_t + PCR_t + AB_PC_t + Z_t - CIO_t$$

where each component term has the meaning, and shall be calculated, in accordance with subparagraphs (a) to (o) below.

(a) The Pass-Through Amount (A_t)

A_t relates to certain costs which the Licensee is permitted to recover on a pass-through basis, and is calculated as the aggregate of the following amounts:

- (i) the costs of System Support Services in Relevant Year t (including amounts payable by the Licensee to any person for the provision or use of any System Support Services provided over any interconnector in Relevant Year t);

plus

- (ii) amounts payable to the Transmission Owner Business for the provision of transmission services in Relevant Year t ;

plus

- (iii) amounts levied in Relevant Year t on the Transmission System Operator Business by the Market Operation Activity in accordance with Annex 1 of the Northern Ireland Market Operator Licence to the extent not recovered under any other provision of this Licence or under the Northern Ireland Market Operator Licence.

(b) **The Ex Ante Allowance for Operating Expenditure Subject to Cost Sharing (B_t)**

B_t means the total ex ante allowance in Relevant Year t for Operating Expenditure subject to cost-sharing arrangements, and is calculated in accordance with the following formula:

$$B_t = \left((BO_t + UO_t + E_t) \times \frac{CPIH_t}{CPIH_{2019}} \right)$$

where:

- (i) BO_t means the ex ante allowance for Relevant Year t determined in the Price Control Decision Paper for Operating Expenditure which is subject to *conditional cost-sharing arrangements*, and for each Relevant Year t shall be as set out in Table A below;
- (ii) UO_t means the ex ante allowance for Relevant Year t determined in the Price Control Decision Paper for Operating Expenditure on new initiatives which is subject to *mechanistic cost-sharing arrangements*, and for each Relevant Year t shall be as set out in Table A below;
- (iii) Table A is as follows:

Relevant Year t	1	2	3	4	5	6	7
	£m	£m	£m	£m	£m	£m	£m
BO_t	13.106	13.020	13.065	13.398	11.856	12.668	12.678
UO_t	1.376	1.358	1.521	1.622	1.651	1.695	1.696

- (iv) $\frac{CPIH_t}{CPIH_{2019}}$ applies an adjustment for inflation up to Relevant Year t;
- (v) E_t means the aggregate of the ex ante allowances determined by the Authority in accordance with any approvals given pursuant to paragraph 8.10(b) of this Annex, in relation to Additional Approved Costs remunerated via the E_t uncertainty mechanism in Relevant Year t; E_t takes the value of zero for any Relevant Year t for which no ex ante allowances have been determined by the Authority pursuant to paragraph 8.10(b) of this Annex.

(c) **The Pension Deficit Repair Amount (PR_t)**

PR_t means the allowance for pension deficit repair in Relevant Year t, which is calculated in accordance with the following formula:

$$PR_t = (PDR_t + PTRAt) \times \frac{CPIH_t}{CPIH_{2019}}$$

where:

(i) **PDR_t** means the allowance for pension deficit repair determined in the Price Control Decision Paper for each Relevant Year t, and shall have the value set out in Table B below;

(ii) Table B is as follows:

Relevant Year t	1	2	3	4	5	6	7
	£m	£m	£m	£m	£m	£m	£m
Pension Deficit Repair Allowance (PDR_t)	0.861	0.861	0.861	0.258	0.258	0.668	0.654

(iii) **PTRA_t** means an adjustment to the ex ante allowance for pension deficit repair for Relevant Year t, and is an amount determined by the Authority, as an adjustment to the figures in Table B above (expressed in April 2019 prices) following the outcome of a triennial review of any applicable Licensee pension scheme(s) and which is determined in a manner consistent with the Requirements and Guidance on Uncertainty Mechanisms and following consultation with the Licensee. If no such determination is made by the Authority for Relevant Year t, **PTRA_t** shall be zero.

(iv) $\frac{CPIH_t}{CPIH_{2019}}$ is designed to index the allowance for pension deficit repair (which is given in 2019 prices) for inflation up to Relevant Year t.

(d) **The Cost Sharing Operating Expenditure Amount (CSB_t)**

CSB_t means the cost sharing amount for Operating Expenditure, which is an amount (which may be positive or negative) that is designed – in accordance with the principles and subject to the conditions set out in the Price Control Decision Paper – to share between the Licensee and customers the cost of any over-spend against the total ex ante allowance for Operating Expenditure subject to cost-sharing arrangements and the benefit of any under-spend against that allowance. It is calculated in accordance with the following formula:

$$CSB_t = [AO_t - B_t] \times 75\% + CSBA_t$$

where:

- (i) B_t has the meaning given in sub-paragraph 2.2(b) above;
- (ii) AO_t means the relevant actual Operating Expenditure in Relevant Year t , and shall be an amount which is calculated as the result of (A) minus (B) below:
 - (A) the actual Operating Expenditure incurred in Relevant Year t by the Licensee insofar as the expenditure is incurred in the performance of its activities that are authorised by or subject to obligations under the Licence, and excluding all Operating Expenditure which forms part of:
 - 1) the costs attributable to transmission network planning activities (including project scoping and feasibility activities or transmission network preconstruction projects), insofar as these costs do not fall within any cost categories for the Licensee's overheads or support functions that are covered by the ex ante allowance determined in the Price Control Decision Paper;
 - 2) the costs of System Support Services in Relevant Year t (including amounts payable by the Licensee to any person for the provision or use of any System Support Services provided over any interconnector in Relevant Year t);
 - 3) amounts payable to the Transmission Owner Business for the provision of transmission services in Relevant Year t ;
 - 4) amounts levied in Relevant Year t on the Transmission System Operator Business by the Market Operation Activity in accordance with Annex 1 of the Northern Ireland Market Operator Licence to the extent not recovered under any other provision of this Licence or under the Northern Ireland Market Operator Licence;
 - 5) the $CAIR_t$ amount referred to at paragraph 2.1 above;
 - 6) pension deficit repair contributions;
 - 7) costs that are recoverable under the D_t term of the Maximum Core Revenue calculation at paragraph 2.2 above;
 - 8) any other costs recoverable by the Licensee under the terms of the Maximum Core Revenue calculation at paragraph 2.2 above besides the B_t and CSB_t terms; and
 - 9) any costs reasonably attributed to activities or services subject to the Licensee's connection charges, insofar as these costs do not fall within any cost categories for the Licensee's overheads or

support functions that are covered by the ex ante allowance determined in the Price Control Decision Paper.

minus

- (B) the sum of the amounts attributable to each of the following items:
- 1) that part (if any) of such costs that the Authority determines at any time to be Demonstrably Inefficient and Wasteful Expenditure;
 - 2) any part of such costs which was incurred by the Licensee in Relevant Year t in connection with preparing for, or bringing, or participating in a licence modification appeal to the Competition and Markets Authority under Article 14B of the Electricity Order (including any costs of the Competition and Markets Authority required to be borne by the Licensee in accordance with an order made under paragraph 12 of Schedule 5B to the Electricity Order); and
 - 3) any part of such costs which the Authority may determine from time to time to be manifestly unreasonable to include in costs which are subject to the cost sharing arrangements;
- (iii) $CSBA_t$ is an adjustment amount which has been determined by the Authority in accordance with the Requirements and Guidance on Conditional Cost Sharing for the purposes of implementing the conditional cost sharing arrangements in respect of those costs falling under those arrangements. $CSBA_t$ takes the value of zero if no such determination has been made and in Relevant Year $t=1$ shall be equal to zero.

(e) **The Evaluative Performance Framework Amount (EP_t)**

EP_t means the evaluative performance framework amount, which is an amount (which may be positive or negative) representing a penalty or reward in Relevant Year t applicable in respect of an assessment of the performance of the Licensee in Relevant Year $t-1$. For these purposes:

- (i) in Relevant Years $t=1$ and $t=2$, EP_t shall be equal to zero;
- (ii) in Relevant Year $t=3$ and all subsequent Relevant Years, EP_t shall have a value (whether positive or negative) determined by the Authority by:
 - (A) applying any such methodology as may be set out in the Requirements and Guidance on the Evaluative Performance Framework;
 - (B) following such procedure as may be set out in that document;

(C) having regard to such matters as may be described in that document;

(iii) the Licensee shall be required to comply with all requirements to which it is subject under the Requirements and Guidance on the Evaluative Performance Framework.

(f) **The Net Incentive Adjustment Amount (NIA_t)**

NIA_t is an amount (which may be positive or negative) representing an adjustment designed to ensure that the combined effect of the (pre-tax) financial incentives arising from the mechanistic and conditional cost sharing arrangements and the evaluative performance framework shall not, in any Relevant Year t , take a net value of less than -£0.75m or more than £1.25m. NIA_t shall have the value calculated in accordance with the following sub-paragraphs:

(i) where $-\text{£}0.75m \leq NIV_t \leq \text{£}1.25m$, NIA_t shall be zero;

(ii) where $NIV_t > \text{£}1.25m$, NIA_t shall have a negative value that is calculated in accordance with the following formula:

$$NIA_t = \text{£}1.25m - NIV_t$$

(iii) where $NIV_t < -\text{£}0.75m$, NIA_t shall have a positive value that is calculated in accordance with the following formula:

$$NIA_t = -\text{£}0.75m - NIV_t$$

(iv) where in each case NIV_t means the net incentive value in respect of Relevant Year t , and shall be an amount which is calculated as follows:

$$NIV_t = EP_t + (B_t + CSB_t - AO_t) + \sum_{All_R} (C_{R_t} + CSC_{R_t} - AC_{R_t})$$

where C_{R_t} and AC_{R_t} are calculated in accordance with paragraph 2.3(d) of this Annex.

(g) **The Dt Uncertainty Mechanism Amount (D_t)**

D_t means:

(i) the aggregate of the total amount, allowed by the Authority in accordance with any approvals given pursuant to paragraph 8.8 of this Annex, for Additional Approved Costs remunerated by the Dt uncertainty mechanism in Relevant Year t ;

plus

- (ii) the total amount, allowed by the Authority in accordance with paragraph 6.1 of this Annex, for Relevant Year t for change of law;

(h) **The Network Planning Scoping and Feasibility Amount (SF_t)**

SF_t means the allowance for the costs of transmission network planning scoping and feasibility activities in Relevant Year t, which is calculated as the lower of:

- (i) SFA_t, where SFA_t is the actual costs incurred by the Licensee in Relevant Year t (excluding any such costs that are determined by the Authority at any time to be Demonstrably Inefficient or Wasteful Expenditure) that are reasonably attributable to transmission network planning scoping and feasibility activities; and
- (ii) SFC_t, where SFC_t is the capped allowance for the costs of transmission network planning scoping and feasibility activities for Relevant Year t and is calculated in accordance with the following formula:

$$SFC_t = SFP_t \times \frac{CPIH_t}{CPIH_{2019}} + SFU_t$$

where:

- (A) SFP_t means the provisional annual allowance for the costs of transmission network planning scoping and feasibility activities in Relevant Year t determined in the Price Control Decision Paper for each Relevant Year t, and shall have the value set out in Table C below;

- (B) Table C is as follows:

Relevant Year t	1	2	3	4	5	6	7
	£m	£m	£m	£m	£m	£m	£m
SFP_t	0.588	0.587	0.587	0.583	0.581	0.581	0.581

- (C) $\frac{CPIH_t}{CPIH_{2019}}$ is designed to index the provisional annual allowance for the costs of transmission network planning scoping and feasibility activities (which is given in 2019 prices) for inflation up to Relevant Year t; and
- (D) SFU_t means an uplift to the provisional annual allowance for the costs of transmission network planning scoping and feasibility activities in Relevant Year t, and is an amount (in nominal prices) determined by the Authority, in accordance with the Requirements and Guidance on

Uncertainty Mechanisms, which represents an addition to the allowances in Table C. If no such determination is made by the Authority for Relevant Year t , SFU_t shall be zero. SFU_t cannot be negative.

(i) **The Correction Factor (K_t)**

K_t means the correction factor (whether a positive or negative number) to be applied to the Maximum Core Revenue in Relevant Year t . K_t shall be derived using the following formula:

$$K_t = (F_{t-2} - R_{t-2}) (1 + I_t)$$

where:

(i) F_{t-2} means:

(A) the Maximum Core Revenue (MC_t) for Relevant Year $t-2$;

minus

(B) $(D_{t-2} - AD_{t-2})$,

where:

AD_{t-2} means the aggregate, across (i) all claims approved by the Authority in accordance with paragraph 8.8 of this annex and (ii) all amounts determined by the Authority in accordance with paragraph 6 of this annex, of the following (which is to be first calculated separately for each approval or determination before aggregation):

- 1) where actual costs (excluding any such costs that are determined by the Authority at any time to be Demonstrably Inefficient or Wasteful Expenditure) incurred by the Licensee in relation to Approved Dt Costs (as defined at paragraph 8.8 of this annex) or change of law in Relevant Year $t-2$ are less than the costs allowed for D_t in Relevant Year $t-2$, the total of such actual costs;
- 2) where actual costs (excluding any such costs that are determined by the Authority at any time to be Demonstrably Inefficient or Wasteful Expenditure) incurred by the Licensee in relation to Approved Dt Costs and change of law in Relevant Year $t-2$ are greater than the costs allowed for D_t in Relevant Year $t-2$, the total of the costs allowed for D_t in Relevant Year $t-2$;

(ii) R_{t-2} means:

(A) the Actual Regulated Revenue in Relevant Year t-2;

minus

(B) the $CAIR_t$ amount in Relevant Year t-2;

(iii) I_t means:

(A) where the amount derived from the calculations undertaken pursuant to paragraphs 2.2(i)(i) and (ii) is a positive figure, the Average Specified Rate for Relevant Year t-2 plus 2% of that rate (as expressed in decimal figures); and

(B) where the amount derived from the calculations undertaken pursuant to paragraphs 2.2(i)(i) and (ii) is a minus figure, the Average Specified Rate for Relevant Year t-2 plus 1% of that rate (as expressed in decimal figures).

and for the purpose of calculating the value of K_t in Relevant Years t=1 and t=2, any reference in this paragraph to a term having a value in Relevant Year t-2 shall be treated as a reference to the value that was attributable to the corresponding term in this Annex under the provisions of this Annex as they were in force on the last day of that Relevant Year t-2, in accordance with the following:

(i) the corresponding term for F_t in the Annex in force on the last day of that Relevant Year t-2 is the term F_{TSOt} ;

(ii) the corresponding term for R_t in the Annex in force on the last day of that Relevant Year t-2 is the term R_{TSOt} ;

(iii) The corresponding term for MC_t in the Annex in force on the last day of that Relevant Year t-2 is the term M_{TSOt} ;

(iv) the corresponding term for D_t in the Annex in force on the last day of that Relevant Year t-2 is the term D_{TSOt} ; and

(v) the corresponding term for AD_t in the Annex in force on the last day of that Relevant Year t-2 is the term AD_{TSOt} .

(j) **The Supplemental Revenue Amount (N_t)**

N_t means an amount designed to allow the Licensee to recover supplemental revenues in respect of a number of additional activities or risks undertaken by it, and shall be calculated in accordance with the following formula:

$$N_t = PCGR_t + ARA_t + CARV_t$$

where:

- (i) $PCGR_t$ is an allowance in respect of the value of the parent company undertaking given by EirGrid plc in accordance with Condition 3A, and shall be calculated as follows:

$$PCGR_t = PCG_t \times 0.0175$$

where:

PCG_t is an amount which is equal to the financial value in Relevant Year t of the guarantee which forms part of the undertaking given by EirGrid for the purposes of meeting the Licensee's obligation under Condition 3A (and if no such undertaking is given, or none is required, in accordance with Condition 3A in that Relevant Year t, PCG_t shall be equal to zero);

- (ii) ARA_t is an adjustment for asymmetric risk in Relevant Year t, and shall be calculated as follows:

$$ARA_t = £136,000 \times \frac{CPIH_t}{CPIH_{2019}}$$

- (iii) $CARV_t$ is an additional allowance in respect of certain revenues collected by the Licensee, and shall be calculated as follows:

$$CARV_t = (TUoS_t + AS_t + IMP_t) \times 0.005$$

where:

- (A) $TUoS_t$ means the amounts payable to the Transmission Owner Business for the provision of transmission services in Relevant Year t;
- (B) AS_t means the costs of System Support Services in Relevant Year t (including in respect of amounts payable by the Licensee to any person for the provision or use of any System Support Services provided over any interconnector in Relevant Year t); and
- (C) IMP_t means the revenues collected by the Licensee in Relevant Year t in respect of the amount of the Imperfections Charge allocated to the Licensee in accordance with the Specified Proportions.

- (k) **The Remuneration of the Buildings RAB and the Non-Buildings RAB (BNB_t)**

BNB_t is an amount relating to the remuneration of the Licensee's building and non-building regulated asset bases, and is calculated as follows:

$$BNB_t = DEP_BNB_t + RET_BNB_t$$

where:

- (i) DEP_BNB_t means the total depreciation amount for the building and non-building regulated asset bases, as calculated in accordance with paragraph 2.4 of this Annex;
- (ii) RET_BNB_t means the total rate of return allowance for the building and non-building regulated asset bases, as calculated in accordance with paragraph 2.5 of this Annex.

(l) **The Transmission Network Pre-Construction Project Amount (PCR_t)**

PCR_t means the rate of return allowance for Transmission Network Pre-construction Projects and is calculated in accordance with paragraph 2.6 of this Annex.

(m) **The Abandoned Transmission Network Pre-Construction Project Amount (AB_PC_t)**

AB_PC_t means the inflation-adjusted value of any Transmission Network Pre-construction Projects:

- (i) which the Licensee has determined in Relevant Year t will not proceed to construction; or
- (ii) which the Authority is satisfied (having first consulted with the Licensee) will not proceed to construction, and in respect of which the Authority has given written notice to the Licensee in Relevant Year t that it has reached that conclusion,

and in either case is calculated in accordance with paragraph 2.6 of this Annex.

(n) **The Remuneration of the Special Project RAB (Z_t)**

Z_t is an amount relating to the remuneration of the Licensee's Special Project regulated asset base (RAB) and is calculated as follows:

$$Z_t = DEP_SP_t + RET_SP_t$$

where:

- (i) DEP_SP_t means the depreciation amount for the Special Project RAB as calculated in accordance with paragraph 2.7 of this Annex;

- (ii) RET_SP_t means the rate of return allowance for Special Project RAB as calculated in accordance with paragraph 2.8 of this Annex.

(o) **The Contribution from Connection Charges Income (CIO_t)**

CIO_t is an amount to be deducted as part of the calculation of Maximum Core Revenue in respect of certain income from connection charges and is defined as the Connections Income Attributable to Overheads in Relevant Year t.

2.3 The Buildings and Non-buildings RAB

The terms described in this paragraph 2.3 shall have effect for the purposes of paragraphs 2.4 and 2.5 of this Annex.

(a) **The Buildings and Non-buildings Regulated Asset Bases (RAB_R)**

There are two regulated asset bases (each a 'RAB') to which paragraphs 2.4 and 2.5, are applicable, and in respect of these:

- (i) one RAB relates to the Licensee's building assets and the other to its non-building assets, each of which is represented by a suffix in accordance with Table D below;
- (ii) Table D is as follows:

Regulated Asset Base (RAB)	Suffix (RAB_R)
Building Assets (Building RAB)	RAB_BD
Non-Building Assets (Non-building RAB)	RAB_NB

- (iii) RAB_R refers to a regulated asset base for which R represents the suffix assigned to that RAB in accordance with sub-paragraph (ii) above.

(b) **The Weighted Average Cost of Capital ($WACC_t$)**

$WACC_t$ means the pre-tax weighted average cost of capital for Relevant Year t, which is expressed as a percentage and is calculated in accordance with the following formula:

$$WACC_t = (NG_t * COD_t) + \left([1 - NG_t] \times \frac{COE_t}{1 - CT_t} \right)$$

where:

- (i) NG_t means the notional gearing assumption used for the calculation of the WACC and takes the value of 0.40;

- (ii) COD_t means the allowance for the cost of debt and takes the value 0.75%.
- (iii) COE_t means the allowance for the post-tax cost of equity and takes the value 5.03%.
- (iv) CT_t means the main rate of corporation tax applicable in Northern Ireland in Relevant Year t , expressed in decimal form (e.g. 19% = 0.19) and shall be calculated as a weighted average across calendar days within Relevant Year t in the event that the main rate of corporation tax applicable in Northern Ireland varies within that year.

(c) **The Opening Asset Value ($ORAB_{R_t}$)**

$ORAB_{R_t}$ means the opening asset value of each RAB_R in Relevant Year t , where:

- (i) in Relevant Year $t=1$, the value of $ORAB_{R_t}$ shall be derived from the values for financial year 2020/21 calculated in row 4 (for $ORAB_{NB_t}$) and row 11 (for $ORAB_{BD_t}$) of tab “RAB Summary (2020-25)” of the spreadsheet “*RAB Model 2020-25*” published by the Authority on 19 November 2021 provided that: (i) any applicable corrections are made to the input data in the spreadsheet as specified by any determination (subject to consultation) published by the Authority concerning errors in that spreadsheet; and (ii) no other changes are made to that spreadsheet.
- (ii) for each other Relevant Year t , the value of $ORAB_{R_t}$ for each RAB shall be calculated in accordance with the following formula:

$$ORAB_{R_t} = CRAB_{R_{t-1}} \times \frac{CPIH_t}{CPIH_{t-1}}$$

where:

- (A) $CRAB_{R_{t-1}}$ means the closing asset value of RAB_R in Relevant Year $t-1$ and shall be interpreted in accordance with sub-paragraph (d) below;
- (B) $\frac{CPIH_t}{CPIH_{t-1}}$ is designed to index the closing asset value of RAB_R in Relevant Year $t-1$ for inflation in Relevant Year t .

(d) **The Closing Asset Value ($CRAB_{R_t}$)**

$CRAB_{R_t}$ means the closing asset value of each RAB_R in Relevant Year t , and shall be calculated in accordance with the following formula:

$$CRAB_{R_t} = ORAB_{R_t} + C_{R_t} + CSC_{R_t} - DP_{R_t}$$

where:

- (i) $ORAB_{R_t}$ has the value determined in accordance with sub-paragraph (c) above;
- (ii) C_{R_t} means the allowance for capital additions in respect of RAB_R in Relevant Year t , and is calculated in accordance with the following formula

$$C_{R_t} = (BC_{R_t} + UC_{R_t} + V_{R_t}) \times \frac{CPIH_t}{CPIH_{2019}}$$

where:

- (A) BC_{R_t} means the ex ante allowance for Relevant Year t determined in the Price Control Decision Paper for Capital Expenditure which is subject to conditional cost-sharing arrangements, and for each RAB_R and for each Relevant Year t shall be as set out in Table E below;
- (B) UC_{R_t} means the ex ante allowance for Relevant Year t determined in the Price Control Decision Paper for Capital Expenditure on new initiatives which is subject to mechanistic cost-sharing arrangements, and for each RAB_R and for each Relevant Year t shall be as set out in Table E below;
- (C) Table E is as follows:

Relevant Year t	1	2	3	4	5	6	7
	£m	£m	£m	£m	£m	£m	£m
BC_{BD_t}	0.000	0.000	0.000	0.000	0.000	0.000	0.000
BC_{NB_t}	0.000	0.000	0.000	0.000	0.000	0.000	0.000
UC_{BD_t}	0.048	0.048	0.010	0.010	0.010	0.010	0.010
UC_{NB_t}	2.593	2.231	1.743	1.553	1.480	0.516	0.516

- (D) V_{R_t} means the aggregate of the ex ante allowances determined by the Authority for each RAB_R in accordance with any approvals given pursuant to paragraph 8.11(b) of this Annex, in relation to Additional Approved Costs remunerated via the V_t uncertainty mechanism in Relevant Year t ; V_{R_t} takes the value of zero Relevant Year t for which no ex ante allowances have been determined by the Authority pursuant to paragraph 8.11(b) of this Annex

- (E) $\frac{CPIH_t}{CPIH_{2019}}$ applies an adjustment for inflation up to Relevant Year t ;

- (iii) **CSC_{R_t}** means the cost sharing amount for Capital Expenditure, which is an amount (which may be positive or negative) that is designed – in accordance with the principles and subject to the conditions set out in the Price Control Decision Paper – to share between the Licensee and customers the cost of any over-spend against the total ex ante allowance for Capital Expenditure allowance in respect of RAB_R and the benefit of any under-spend against that allowance. It is calculated in accordance with the following formula:

$$CSC_{R_t} = [AC_{R_t} - C_{R_t}] \times 75\% + CSCA_{R_t}$$

where:

- (A) **AC_{R_t}** means the actual Capital Expenditure in Relevant Year t that is attributable to RAB_R, and shall be an amount which is calculated as the result of 1) minus 2) below:

- 1) the Capital Expenditure incurred in Relevant Year t by the Licensee which is reasonably attributable to RAB_R insofar as the expenditure is incurred in the performance of its activities that are authorised by or subject to obligations under the Licence, and excluding all Capital Expenditure which forms part of:
 - a) the costs attributable to transmission network planning activities (including project scoping and feasibility activities or transmission network preconstruction projects), insofar as these costs do not fall within any cost categories for the Licensee's overheads or support functions that are covered by the ex ante allowance determined in the Price Control Decision Paper;
 - b) amounts levied in Relevant Year t on the Transmission System Operator Business by the Market Operation Activity in accordance with Annex 1 of the Northern Ireland Market Operator Licence to the extent not recovered under any other provision of this Licence or under the Northern Ireland Market Operator Licence;
 - c) any other costs recoverable by the Licensee under the terms of the Maximum Core Revenue calculation at paragraph 2.2 above besides the BNB_t term; and
 - d) any costs reasonably attributed to activities or services subject to the Licensee's connection charges, insofar as these costs do not fall within any cost categories for the Licensee's overheads or support functions that are covered by the ex ante allowance determined in the Price Control Decision Paper;

- 2) the sum of the values attributable to each of the following items:
 - a) that part (if any) of such costs that the Authority determines at any time to be Demonstrably Inefficient and Wasteful Expenditure;
 - b) any part of such costs which was incurred by the Licensee in Relevant Year t in connection with preparing for, or bringing, or participating in a licence modification appeal to the Competition and Markets Authority under Article 14B of the Electricity Order (including any costs of the Competition and Markets Authority required to be borne by the Licensee in accordance with an order made under paragraph 12 of Schedule 5B to the Electricity Order); and
 - c) any part of such costs which the Authority may determine from time to time to be manifestly unreasonable to include in costs which are subject to the cost sharing arrangements;

(B) C_{R_t} has the meaning given in sub-paragraph (ii) above;

(C) $CSCA_{R_t}$ is an adjustment amount which has been determined by the Authority in respect of RAB_R in accordance with the Requirements and Guidance on Conditional Cost Sharing for the purposes of implementing the conditional cost sharing arrangements in respect of those costs falling under those arrangements. $CSCA_{R_t}$ takes the value of zero if no such determination has been made and in Relevant Year $t=1$ shall be equal to zero.

(iv) DP_{R_t} means the depreciation amount for RAB_R in Relevant Year t , and has the value calculated in accordance with paragraph 2.4 of this Annex;

2.4 The Buildings RAB and Non-buildings RAB Depreciation Amount (DEP_{BNB_t})

DEP_{BNB_t} means the total depreciation amount for the building and non-building regulated asset bases in Relevant Year t , and shall be calculated as follows:

$$DEP_{BNB_t} = \sum_{All_R} DP_{R_t}$$

where DP_{R_t} means the net RAB depreciation amount in respect of each RAB_R for Relevant Year t , where that amount shall be derived from the values for Relevant Year t calculated in row 6 (for DP_{NB_t}) and row 13 (for DP_{BD_t}) of tab “RAB Summary (2020-27)” of the spreadsheet “*RAB Model 2020-27*” published by the Authority on 28 May 2025 provided that: (i) the values in rows 5, 6, 11,

12, 15, 16, 24 and 25 in the tab “Post FD inputs” in respect of financial years up to and including Relevant Year t are updated to match the applicable values for the licence term specified in that row which is to be calculated in accordance with the definitions of that term specified in this Annex 1; (ii) all the figures in row 3 of the tab “Inflation” in respect of financial years up to and including Relevant Year t are updated in accordance with the definition of CPIH_t at paragraph 1 of this licence; (iii) any applicable corrections are made to the input data in the spreadsheet as specified by any determination (subject to consultation) published by the Authority concerning errors in that spreadsheet; and (iv) no other changes are made to that spreadsheet.

2.5 The Buildings RAB and Non-buildings RAB Rate of Return Amount (RET_BNB_t)

RET_BNB_t means the total rate of return amount for the building and non-building regulated asset bases in Relevant Year t, and shall be calculated as follows:

$$RET_BNB_t = \sum_{All_R} RT_R_t$$

where RT_R_t means the rate of return amount in respect of each RAB_R for Relevant Year t, and shall be calculated in accordance with the following formula:

$$RT_R_t = WACC_t \times [(ORAB_R_t + CRAB_R_t) \times 0.5]$$

where:

- (a) WACC_t has the meaning given in paragraph 2.3(b) of this Annex;
- (b) ORAB_R_t has the meaning given in paragraph 2.3(c) of this Annex;
- (c) CRAB_R_t has the meaning given in paragraph 2.3(d) of this Annex.

2.6 The Transmission Network Pre-Construction Project Amount (PCR_t)

PCR_t means the Transmission Network Pre-construction Project amount, and represents a rate of return allowance for Transmission Network Pre-construction Projects, which shall be calculated as follows:

$$PCR_t = (RAB_PC_t \times WACC_t)$$

where:

- (a) RAB_PC_t means the value of the regulated asset base relating to Transmission Network Pre-construction Project Costs in Relevant Year t, and is calculated in accordance with the following formula:

$$RAB_PC_t = (ORAB_PC_t + CRAB_PC_t) \times 0.5$$

where:

- (i) ORAB_{PC_t} means the opening value of the regulated asset base relating to Transmission Network Pre-construction Project Costs in Relevant Year t, and is calculated as follows:

(A) For Relevant Year t = -6 (minus six), ORAB_{PC_t} shall be zero;

(B) For each Relevant Year t from t = -5 (minus five) to t = 0 (zero), ORAB_{PC_t} shall be calculated as follows:

$$ORAB_{PC_t} = CRAB_{PC_{t-1}} \times \frac{RPI_t}{RPI_{t-1}}$$

(C) For each Relevant Year t from t = 1 onwards, ORAB_{PC_t} shall be calculated as follows:

$$ORAB_{PC_t} = CRAB_{PC_{t-1}} \times \frac{CPIH_t}{CPIH_{t-1}}$$

- (ii) CRAB_{PC_t} means the closing value of the regulated asset base relating to Transmission Network Pre-construction Project Costs in Relevant Year t, calculated in accordance with the following formula:

$$CRAB_{PC_t} = ORAB_{PC_t} + AD_{PC_t} - AB_{PC_t} - TN_{PC_t}$$

where:

- (A) ORAB_{PC_t} has the meaning given in sub-paragraph (i) above;
- (B) AD_{PC_t} means the aggregate amount of Transmission Network Pre-construction Project Costs incurred by the Licensee in respect of all Transmission Network Pre-construction Projects in Relevant Year t (excluding any such costs that are determined by the Authority at any time to be Demonstrably Inefficient or Wasteful Expenditure), except that, if the sum of the costs incurred in relation to any such project in the period of time from 1 May 2014 up to and including Relevant Year t (excluding any such costs determined by the Authority at any time to be Demonstrably Inefficient or Wasteful Expenditure) exceeds the total costs approved by the Authority in respect of that project, then the amount to be taken into account in respect of that project in Relevant Year t shall be the maximum of:
- (aa) the total costs approved by the Authority in respect of the project minus the sum of the costs incurred in relation to the project in the period preceding Relevant Year t (excluding any such costs

determined by the Authority at any time to be Demonstrably Inefficient or Wasteful Expenditure); and

(bb) zero;

(C) AB_PC_t has the meaning given in paragraph 2.2(m) above and is calculated according to the following formula:

1) For each Relevant Year t from $t = -6$ (minus 6) to $t = 0$, AB_PC_t is calculated as follows:

$$AB_PC_t = \sum_{y=-6}^t \left(ABAD_PC_{y,t} \times \frac{RPI_t}{RPI_y} \right)$$

2) For each Relevant Year t from $t = 1$ onwards, AB_PC_t is calculated as follows:

$$AB_PC_t = \sum_{y=-6}^{-1} \left(ABAD_PC_{y,t} \times \frac{RPI_0}{RPI_y} \times \frac{CPIH_t}{CPIH_0} \right) + \sum_{y=0}^t \left(ABAD_PC_{y,t} \times \frac{CPIH_t}{CPIH_y} \right)$$

where $ABAD_PC_{y,t}$ means the Transmission Network Pre-construction Project Costs (or parts thereof) which:

(aa) form part of AD_PC_y ; and

(bb) were incurred by the Licensee in respect of any Transmission Network Pre-construction Project which either the Licensee or the Authority determined in Relevant Year t will not proceed to construction;

(D) TN_PC_t means the amount received by the Licensee in Relevant Year t from the Transmission Owner (by virtue of a payment approved by the Authority and made in accordance with the Transmission Interface Arrangements) in respect of Transmission Network Pre-construction Project Costs added to the regulated asset base in Relevant Year t or in any previous Relevant Year y ;

(b) $WACC_t$ has the meaning given to it in paragraph 2.3(b) of this Annex.

2.7 The Special Project RAB Depreciation Amount (DEP_SP_t)

DEP_SP_t means the depreciation amount for the Special Project RAB, and is calculated as follows:

$$DEP_SP_t = \sum_{All_X} DP_X_t$$

where:

- (a) DEP_SP_t means the depreciation amount for Special Project Costs in Relevant Year t ; and
- (b) DP_X_t means the depreciation amount for each Special Project X in Relevant Year t , and is calculated as follows:

- (A) For each Relevant Year t from $t = -6$ (minus 6) to $t = 0$, DP_X_t is calculated as follows:

$$DP_X_t = \sum_{m=t-n}^{t-1} \left[\left(SP_X_m \cdot \frac{1}{n} \right) \times \frac{RPI_t}{RPI_m} \right]$$

- (B) For each Relevant Year t from $t = 1$ onwards, and where $n > t$, DP_X_t is calculated as follows:

$$DP_X_t = \sum_{m=t-n}^{-1} \left[\left(SP_X_m \cdot \frac{1}{n} \right) \times \frac{RPI_0}{RPI_m} \times \frac{CPIH_t}{CPIH_0} \right] + \sum_{m=0}^{t-1} \left[\left(SP_X_m \cdot \frac{1}{n} \right) \times \frac{CPIH_t}{CPIH_m} \right]$$

- (C) For each Relevant Year t from $t = 1$ onwards, and where $n \leq t$, DP_X_t is calculated as follows:

$$DP_X_t = + \sum_{m=t-n}^{t-1} \left[\left(SP_X_m \cdot \frac{1}{n} \right) \times \frac{CPIH_t}{CPIH_m} \right]$$

where:

- (i) SP_X_m has the same meaning, in respect of Relevant Year m , as is given to SP_X_t in sub-paragraph 2.8(b)(ii)(C) of this Annex;
- (ii) Relevant Year m is any Relevant Year which falls within the range of Relevant Years $t-6$ to $t-n$;
- (iii) n is a number representing the straight line depreciation period relevant to the Special Project Costs in respect of Special Project X , and shall be equal to 5 unless the Authority (in approving Special Project Costs in respect of that Special Project X in accordance with paragraph 8.9 of this Annex) has specified a different number, in which case it shall be equal to the number so specified; and
- (iv) Special Project X refers to any project in respect of which the Authority has determined in accordance with paragraph 8.9 of this Annex that the costs shall

be treated as Special Project Costs.

2.8 The Special Project Costs Rate of Return Amount (RET_SP_t)

RET_SP_t means the rate of return allowance for the Special Project RAB, and is calculated as follows:

$$RET_SP_t = RAB_Z_t \times WACC_t$$

where:

- (a) RET_SP_t means the rate of return allowance for the Special Project RAB in Relevant Year t;
- (b) RAB_Z_t means the value of the regulated asset base relating to Special Project Costs in Relevant Year t and is calculated in accordance with the following formula:

$$RAB_Z_t = (ORAB_Z_t + CRAB_Z_t) \times 0.5$$

where:

- (i) ORAB_Z_t means the opening value of the regulated asset base relating to Special Project Costs in Relevant Year t, and is calculated as follows:
 - (A) For Relevant Year t = -6 (minus six), ORAB_Z_t shall be zero;
 - (B) For each Relevant Year t from t = -5 (minus five) to t = 0 (zero), ORAB_Z_t shall be calculated as follows:

$$ORAB_Z_t = CRAB_Z_{t-1} \times \frac{RPI_t}{RPI_{t-1}}$$

- (C) For each Relevant Year t from t = 1 onwards, ORAB_Z_t shall be calculated as follows:

$$ORAB_Z_t = CRAB_Z_{t-1} \times \frac{CPIH_t}{CPIH_{t-1}}$$

- (ii) CRAB_Z_t means the closing value of the regulated asset base relating to Special Project Costs in Relevant Year t, and is calculated in accordance with the following formula:

$$CRAB_Z_t = ORAB_Z_t + AP_t - DEP_SP_t$$

where:

- (a) ORAB_{Z_t} has the meaning given in sub-paragraph (i) above;
- (b) DEP_SP_t has the meaning given to it in paragraph 2.7 of this Annex; and
- (C) AP_t means the aggregate amount of Special Project Costs incurred by the Licensee in Relevant Year t in respect of all Special Projects X, and is calculated in accordance with the following formula:

$$AP_t = \sum_{All_X} SP_X_t$$

where:

- 1) SP_X_t means an amount of Special Project Costs in respect of a Special Project X in Relevant Year t (but excluding any such costs that are determined by the Authority at any time to be Demonstrably Inefficient or Wasteful Expenditure), where that amount either:
 - a) has been incurred by the Licensee prior to Relevant Year t but is specified by the Authority, in approving Special Project Costs in respect of that Special Project X in accordance with paragraph 8.9 of this Annex, as to be included in the calculation of CRAB_Z_t in Relevant Year t; or
 - b) to the extent that sub-paragraph 1) does not apply, has been incurred by the Licensee in Relevant Year t, except that if the sum of the costs incurred by the Licensee in respect of that Special Project X in the period of time from 1 May 2014 up to and including Relevant Year t (excluding any such costs determined by the Authority at any time to be Demonstrably Inefficient or Wasteful Expenditure) exceeds the total costs approved by the Authority in respect of that project, then the amount to be taken into account in respect of that project in Relevant Year t shall be the maximum of:
 - i) the total costs approved by the Authority in respect of that project minus the sum of the costs incurred in relation to the project in the period preceding Relevant Year t (excluding any such costs determined by the Authority at any time to be Demonstrably Inefficient or Wasteful Expenditure); and

- ii) zero; and
 - 2) Special Project X has the meaning given to it in paragraph 2.7(b)(C)(iv) of this Annex; and
- (c) WACC_t has the meaning given to it in paragraph 2.3(b) of this Annex.

3 Restriction of SSS/TUoS Charges: Adjustments

- 3.1 If, in respect of any Relevant Year, the Actual Regulated Revenue exceeds the Maximum Regulated Revenue by more than the Permitted One-Year Percentage, the Licensee shall furnish an explanation to the Authority and in the next following Relevant Year the Licensee shall not effect any increase in the SSS/TUoS Charges unless it has demonstrated to the reasonable satisfaction of the Authority that the Actual Regulated Revenue would not be likely to exceed the Maximum Regulated Revenue in that next following Relevant Year.
- 3.2 If, in respect of any three successive Relevant Years, the sum of the amounts by which the Actual Regulated Revenue has exceeded the Maximum Regulated Revenue is more than the Permitted Three-Year Percentage, then in the next following Relevant Year the Licensee shall, if required by the Authority, adjust the SSS/TUoS Charges such that the Actual Regulated Revenue would not be likely, in the judgment of the Authority, to exceed the Maximum Regulated Revenue in that next following Relevant Year.

4 Information to be provided to the Authority

- 4.1 Where any change is intended to be made in the SSS/TUoS Charges regulated under paragraph 2 of this Annex, the Licensee shall not later than the time referred to in paragraph 4.2 provide the Authority with:
- (a) a written forecast of the Maximum Regulated Revenue, together with its components, in respect of the Relevant Year *t* in which such change is to take effect;
 - (b) a written estimate of the Maximum Regulated Revenue, together with its components, in respect of the Relevant Year *t-1* immediately preceding the Relevant Year in which the change is to take effect, unless a statement complying with paragraphs 4.5 and 4.6 in respect of Relevant Year *t-1* has been furnished by the Licensee to the Authority before the time referred to in paragraph 4.2
- 4.2 The relevant time referred to in paragraph 4.1 shall be 1 month prior to the publication by the Licensee of such charges.
- 4.3 The Authority may issue directions providing that any forecast or estimate provided in accordance with paragraph 4.1 shall be accompanied by such information as regards the assumptions underlying the forecast or estimate as may be necessary to enable the Authority to be satisfied that the forecast or estimate has been properly prepared on a consistent basis and the Licensee shall comply with any such directions.
- 4.4 Not later than six weeks after the commencement of each Relevant Year *t*, the Licensee shall send to the Authority a statement as to:
- (a) whether or not the provisions of paragraph 3 of this Annex are likely to be applicable in consequence of the Actual Regulated Revenue in the preceding Relevant Year *t-1* or the three preceding Relevant Years *t-1*, *t-2* and *t-3*; and

- (b) its best estimate (calculated to the extent possible on the basis of the formula set out in paragraph 2.2(i) of this Annex) as to the relevant correction factor K_t in respect of Relevant Year $t-1$.
- 4.5 Not later than three months after the end of each Relevant Year the Licensee shall send to the Authority a statement, in respect of that Relevant Year, which includes:
 - (a) the Maximum Regulated Revenue for that Relevant Year t ; and
 - (b) the specified items referred to in paragraph 4.7.
- 4.6 The statement referred to in paragraph 4.5 shall be:
 - (a) accompanied by a report from the Auditors that in their opinion:
 - (i) such statement fairly presents each of the specified items referred to in paragraph 4.7 in accordance with the requirements of the SSS/TUoS Charge Restriction Condition; and
 - (ii) the amounts shown in respect of each of those specified items are in accordance with the Licensee's accounting records which have been maintained in respect of each of the relevant Separate Businesses in accordance with Condition 2; and
 - (b) certified by a director of the Licensee on behalf of the Licensee that to the best of his knowledge, information and belief having made all reasonable enquiries:
 - (i) there is no amount included in its calculations under paragraph 2 which represents other than an amount permitted under the SSS/TUoS Charge Restriction Condition to be so included;
 - (ii) all amounts which should properly be taken into account for the purposes of the SSS/TUoS Charge Restriction Condition have been taken into account.
- 4.7 The specified items to be contained in the statement referred to in paragraph 4.5 shall be the actual amounts in respect to:
 - (a) the Actual Regulated Revenue;
 - (b) the actual costs of A_t , (which are to be calculated to the extent possible in accordance with paragraph 2.2(a) of this Annex) and showing separately each component thereof;
 - (c) the value of AO_t , calculated to the extent possible in accordance with paragraph 2.2(d) of this Annex;
 - (d) the actual costs incurred in respect of each category of expenditure for which the Authority determined an allowance with regard to Additional Approved Costs and change of law costs;

- (e) the actual opex costs incurred in respect of network planning scoping and feasibility studies;
 - (f) the actual cost incurred in respect of pension deficit repair costs; and
 - (g) such other items as shall be specified in directions issued by the Authority from time to time for the purposes of this Annex.
- 4.8 The Licensee shall, for each Relevant Year t commencing 1 October, use its best endeavours to submit to the Authority by no later than 31 March preceding the start of that Relevant Year t a statement setting out:
- (a) the amount of Additional Approved Costs:
 - (i) that the Licensee considers to have previously been allowed by the Authority for that Relevant Year t ;
 - (ii) in respect of which the Licensee is, (or expects to be) requesting a determination in accordance with paragraph 6 of this Annex or is (or expects to be) making a claim in accordance with paragraph 8 of this Annex, for that Relevant Year t ; and
 - (b) its calculations in respect of the applicable K_t , together with its individual components, for the Relevant Year $t-2$,

and requesting approval from the Authority for such costs to be factored into the Licensee's SSS/TUoS Charges for that Relevant Year t (which approval may be given with such adjustments to the Licensee's proposed D_t and K_t as reasonably determined by the Authority to be appropriate in the circumstances).

5 Duration of SSS/TUoS Charge Restriction Condition

- 5.1 The restrictions on SSS/TUoS Charges outlined in paragraph 2 of this Annex do not apply to tariff years from 1 October 2027 onwards. However, if no modifications to apply any different restrictions with effect from that date are made then, until any such modifications are made, the licensee shall not increase (in nominal terms) any of the tariffs or charges contributing to its Actual Regulated Revenue above the levels applicable on 1 October 2026, except where:
- (a) the increase is approved by the Authority and the approval is given in advance of the tariff year in which the increase is to apply;
 - (b) the increase is required to ensure that the Licensee is able to collect the Collection Agency Income Requirement required by it to discharge its duties under the Moyle Interconnector Collection Agency Agreement in accordance with Condition 37 of this Licence;
 - (c) the increase is required to enable the Licensee to collect the TUoS revenue that the Authority has determined is payable to the Transmission Owner Business for the provision of transmission services; or

- (d) the increase is required to enable the Licensee to collect System Support Services, Ancillary Services, Other System Charges and TUoS revenue in respect of generation, as determined by the SEM Committee.

Disapplication

5.2 This Annex shall apply so long as the Licence continues in force but shall cease to have effect (in whole or in part, as the case may be) if the Licensee delivers to the Authority a request (a "Disapplication Request") made in accordance with paragraph 5.4 and:

- (a) the Authority agrees in writing to the request; or
- (b) the application of this Annex (or any part of it) is terminated by a notice (a "Disapplication Notice") given by the Licensee in accordance with paragraph 5.5 and not withdrawn.

5.3 Save where the Authority otherwise agrees, no disapplication following delivery of a Disapplication Request pursuant to paragraph 5.4 shall have effect earlier than the date (the "Disapplication Date") which is the later of:

- (a) the date occurring 18 months after delivery of the Disapplication Request; and
- (b) 30 September 2027.

5.4 A Disapplication Request pursuant to this paragraph 5.4 shall:

- (a) be in writing addressed to the Authority;
- (b) specify this Annex or any part of it to which the request relates (excluding in either case this paragraph 5); and
- (c) state the date from which the Licensee wishes the Authority to agree that this Annex or the specified part of it shall cease to have effect.

5.5 A Disapplication Notice pursuant to this paragraph 5.5:

- (a) may be given in the circumstances described in either paragraph 5.6 or paragraph 5.7;
- (b) may be withdrawn by the Licensee at any time prior to the Disapplication Date; and
- (c) where it is given, shall:
 - (i) be in writing addressed to the Authority;
 - (ii) specify this Annex, or any part of it (which shall comprise only such part as was specified in the Disapplication Request) to which the notice relates; and

- (iii) state the date from which the Licensee wishes the notice to take effect, which shall not be earlier than the Disapplication Date.

5.6 The circumstances described in this paragraph are that, by the beginning of the period of six months which will end with the Disapplication Date, the Authority has not in response to the Disapplication Request published a decision under Article 14(8) of the Order to modify:

- (a) this Annex, or any part of it to which the request relates; or
- (b) this paragraph 5, so as to remove the right of the Licensee to give to the Authority a Disapplication Notice in respect of the relevant Disapplication Request.

5.7 The circumstances described in this paragraph are that:

- (a) by no later than the beginning of the period of six months which will end with the Disapplication Date, the Authority has in response to the Disapplication Request published a decision of a type referred to in paragraph 5.6;
- (b) the Licensee has exercised its right to appeal to the CMA against that decision in accordance with Article 14B of the Order;
- (c) the CMA has, in respect of the provisions to which the Disapplication Request relates:
 - (i) quashed the decision of the Authority under Article 14E(2)(a) of the Order; and
 - (ii) neither remitted the matter back to the Authority under Article 14E(2)(b) of the Order nor substituted its own decision for that of the Authority under Article 14E(2)(c) of the Order; and
 - (iii) no more than 30 days has elapsed since the date on which the CMA quashed the decision of the Authority.

6 Change of Law

6.1 The Authority may, including following a request made to it by the Licensee asking it to do so, determine that there has been, or is likely to be, a Relevant Change of Law which has had, or is likely to have, a material effect on the financial position and performance of the Transmission System Operation Business.

6.2 Where the Authority makes a determination pursuant to paragraph 6.1, it may, for the purposes of ensuring that the financial position and performance of the Licensee is likely, so far as reasonably practicable, to be the same as if the Relevant Change of Law had not taken place, give effect to that determination by also determining, and notifying the Licensee of, an amount (whether a positive or negative figure) that is an allowed amount for change of law, for the purposes of calculating D_t in accordance with paragraph 2.2(g) of this Annex, for each Relevant Year t specified in the Authority's notification.

- 6.3 In determining the matters provided for in paragraphs 6.1 and 6.2, the Authority shall have regard, where relevant, to:
- (a) its intentions in relation to the development and implementation of the “requisite arrangements”, as provided for in condition 60 of the NIE Energy Supply Licence;
 - (b) the period over which the Licensee shall incur costs by reason of the Relevant Change of Law;
 - (c) the incremental costs (including financing costs) which the Licensee has been or will be required to incur as a consequence of the Relevant Change of Law; and
 - (d) any other circumstances relevant to the case.
- 6.4 Where the Licensee requests the Authority to make a determination pursuant to paragraph 6.1, the request shall:
- (a) unless the Authority otherwise consents, be made no later than the first day in the April immediately preceding the first Relevant Year in respect of which the Licensee would (if the Authority were to make a determination pursuant to paragraph 6.1) want the Authority to determine an allowed amount for change of law under paragraph 6.2; and
 - (b) be accompanied by all relevant details (including a breakdown of internal and external incremental costs incurred) of the Relevant Change of Law and such other information as the Authority may request and require to be provided by the Licensee for the purposes of its consideration of the request.

7 Unit Coverage

- 7.1 The component of Maximum Regulated Revenue relating to System Support Services (or certain parts of that component) can potentially be recovered from the Quantity Entering the Total System in the authorised transmission area.
- 7.2 The final decision regarding which Units in particular the component of Maximum Regulated Revenue relating to System Support Services (or certain parts of that component) will be recovered from in Relevant Year t (“unit coverage”) rests with the Authority.
- 7.3 In each Relevant Year t on the decision of the Authority regarding unit coverage of the System Support Services charge, the Licensee will then draw up for the Relevant Year t the schedule of System Support Services charges in accordance with Condition 30 in a manner which is consistent with the decision of the Authority regarding unit coverage. If the Licensee draws up for Relevant Year t the schedule of System Support Services charges in accordance with Condition 30 in a manner which is not consistent with the decision of the Authority regarding unit coverage then the Authority’s approval under Condition 30 paragraph 7 for the form of this schedule will not be granted.

8 Additional Approved Costs

8.1 The Licensee may, subject to paragraphs 8.2 and 8.3, make a claim to the Authority, in accordance with the Requirements and Guidance on Uncertainty Mechanisms, that the following costs and revenues of the Licensee (whether a positive or negative amount) shall be treated as Additional Approved Costs in Relevant Year t:

- (a) any reasonable and efficient costs incurred (or likely to be incurred) by the Transmission System Operator Business (in Relevant Year t) in complying with the requirements imposed on the Licensee under legislation and other legal requirements through which Directive 2009/72/EC is implemented, whether before or after the coming into effect of this Annex, and to the extent not recovered under any other provision of this Licence or under the Northern Ireland Market Operator Licence or under the Transmission Owner Licence;
- (b) any reasonable and efficient costs incurred (or likely to be incurred) by the Transmission System Operator Business (in Relevant Year t) in complying with the requirements imposed on the Licensee:
 - (i) under the arrangements for the Single Electricity Market (being the project described in the Memorandum of Understanding dated 23 August 2004 and made between the Authority and the Commission for Energy Regulation); and
 - (ii) under the arrangements implementing the Integrated Single Electricity Market (I-SEM) (a joint project developed jointly between the Authority and the Commission for Energy Regulation for the all island electricity market to be compliant with the EU Target Model of the European Commission to facilitate a pan-European electricity market),

in each case whether before or after the coming into effect of this Annex and to the extent not recovered under any other provision of this Licence or under the Northern Ireland Market Operator Licence or under the Transmission Owner Licence;

- (c) any reasonable and efficient costs incurred (or likely to be incurred) in Relevant Year t associated with any future divestment of the Transmission System Operator Business;
- (d) the pension costs (in Relevant Year t) of the Transmission System Operator Business to the extent not recovered under any other provision of this Licence;
- (e) amounts that become Uncollected SSS/TUoS Revenue in Relevant Year t less any amount or part of an amount treated as Uncollected SSS/TUoS Revenue in respect of a preceding Relevant Year that has been paid to the Licensee in Relevant Year t;
- (f) any reasonable and efficient costs incurred (or likely to be incurred) in Relevant Year t to finance the working capital requirements of SEMO and to the extent not recovered under any provision of this Licence or under the Northern Ireland Market Operator Licence. The financing costs are to be charged at Average Specified Rate plus 2%;

- (g) any reasonable and efficient costs incurred (or likely to be incurred) in Relevant Year t in relation to payments made, or required to be made, by the Licensee under and in accordance with the ENTSO-E Inter TSO Compensation Agreement;
- (h) any other reasonable and efficient costs incurred (or likely to be incurred) by the Transmission System Operator Business which:
 - (i) are not taken into account in the setting of A_t , B_t , PR_t , SF_t , BNB_t , N_t or PCR_t ; and
 - (ii) the Authority determines, upon an application to it by the Licensee, shall be included for the purposes of this paragraph.

8.2 In making any claim pursuant to paragraph 8.1, the Licensee shall ensure that:

- (a) it takes account of, and gives regard to, the Price Control Decision Paper;
- (b) it makes that claim in accordance with the Requirements and Guidance on Uncertainty Mechanisms; and
- (c) the costs or revenues in respect of which the claim is made are not included:
 - (i) in more than one category listed in sub-paragraphs (a) to (h) of paragraph 8.1; and
 - (ii) in more than one claim made pursuant to paragraph 8.1.

8.3 Any claim made by the Licensee pursuant to paragraph 8.1 shall:

- (a) be submitted by the Licensee, using its best endeavours, by no later than the first day in April immediately preceding the Relevant Year in respect of which the Licensee wishes the claim to take effect;
- (b) differentiate between internal and external costs and revenues;
- (c) relate only to those costs not recovered (or recoverable) under any other provision of this Licence or under the Northern Ireland Market Operator Licence or under the Transmission Owner Licence; and
- (d) contain or be accompanied by all relevant details of the costs claimed and such other information as the Authority shall require in order to determine whether such costs can be recovered by the Licensee; and
- (e) contain reasoned proposals from the Licensee on which part (or parts) of the calculation of Maximum Core Revenue at paragraph 2.2 of this Annex should be used to provide remuneration in respect of the costs relating to the claim.

8.4 Any claim for costs made by the Licensee pursuant to paragraph 8.1 received by the Authority after this paragraph 8.4 takes effect, shall be subject to the application of a de minimis threshold, by the

Authority, of £40,000 (in nominal terms) in each Relevant Year for each category of costs referred to in paragraphs 8.1(a) to (h) or such other categories of costs as determined by the Authority. For claims made by the Licensee in relation to IT, Telecoms or other capital projects, if the capex claim is above the de minimis threshold and if the opex costs directly associated with the delivery of a capex project in year t or in future years falls below the de minimis threshold, the Authority may choose not to apply the de minimis threshold to these opex costs.

- 8.5 Where a claim for Additional Approved Costs has been made by Licensee pursuant to paragraph 8.1 and in accordance with paragraphs 8.2 and 8.3 of this Annex, the Authority shall determine whether, to what extent, and subject to what conditions (if any) to approve any Additional Approved Costs relating to that claim.
- 8.6 If the Authority approves any Additional Approved Costs relating to the claim under paragraph 8.5, the Authority shall determine which part (or parts) of the calculation of Maximum Core Revenue at paragraph 2.2 of this Annex shall be used to provide remuneration in respect of the Additional Approved Costs relating to the claim by determining that those Additional Approved Costs shall be remunerated in one or more of the following ways:
- (a) the Dt uncertainty mechanism.
 - (b) the Zt uncertainty mechanism;
 - (c) the Et uncertainty mechanism;
 - (d) the Vt uncertainty mechanism.
- 8.7 If the Authority determines that more than one of the ways listed in paragraph 8.6(a) to 8.6(d) above shall be used in respect of the claim, the Authority shall specify in its determination which part of the Additional Approved Costs relating to the claim shall be remunerated in each of those ways.

The Dt Uncertainty Mechanism

- 8.8 Where the Authority determines that any Additional Approved Costs relating to the claim shall be remunerated via the Dt uncertainty mechanism referred to at paragraph 8.6(a) above:
- (a) the Authority shall determine the scope of costs relating to the claim that shall be recoverable under the Dt uncertainty mechanism (e.g. by reference to specific projects or activities, by reference to cost categories such as operating expenses or capitalised expenditure, and/or by reference to periods of time);
 - (b) the maximum amount of costs within the scope of costs determined under sub-paragraph (a) above shall require to be approved by the Authority, and costs within that scope shall not become recoverable until such a maximum amount has been approved by the Authority, unless the Authority determines that no maximum should apply for those costs;

- (c) the costs incurred by the Licensee in respect of the scope of costs determined under sub-paragraph (a) above shall be recovered under and in accordance with the D_t term at paragraph 2.2(g) of this Annex;
- (d) the costs incurred by the Licensee in respect of the scope of costs determined under sub-paragraph (a) above shall form part of the Approved D_t Costs for the purposes of paragraph 2.2(i)(i)(B) of this Annex; and
- (e) the costs incurred by the Licensee in respect of the scope of costs determined under sub-paragraph (a) above shall not be recovered under any other part of the calculation of Maximum Core Revenue at paragraph 2.2 of this Annex.

The Z_t Uncertainty Mechanism

8.9 Where the Authority determines that any Additional Approved Costs relating to the claim shall be remunerated via the Z_t uncertainty mechanism referred to at paragraph 8.6(b) above:

- (a) the Authority shall determine the scope of costs relating to the claim that shall be recoverable under the Z_t uncertainty mechanism (e.g. by reference to specific projects or activities; by reference to cost categories such as operating expenses or capitalised expenditure; and/or by reference to periods of time);
- (b) the maximum amount of costs within the scope of costs determined under sub-paragraph (a) above shall require to be approved by the Authority, and costs within that scope shall not become recoverable until such a maximum amount has been approved by the Authority, unless the Authority determines that no maximum should apply for those costs;
- (c) the costs incurred by the Licensee in respect of the scope of costs determined under sub-paragraph (a) above shall form part of Special Project Costs and be recovered under and in accordance with the Z_t term at paragraph 2.2(n) of this Annex;
- (d) the costs incurred by the Licensee in respect of the scope of costs determined under sub-paragraph (a) above shall not be recovered under any other part of the calculation of Maximum Core Revenue at paragraph 2.2 of this Annex; and
- (e) the Authority may at the same time:
 - (i) specify a number (n) which represents a straight line depreciation period for the purposes of paragraph 2.7(b)(iii) of this Annex; and
 - (ii) specify an amount of costs already incurred by the Licensee in respect of the project which are to be included in the calculation of $CRAB_Z_t$ in a Relevant Year t for the purposes of paragraph 2.8(b)(ii)(C)1)a) of this Annex.

The Et Uncertainty Mechanism

- 8.10 Where the Authority determines that some Additional Approved Costs relating to the claim shall be remunerated via the Et uncertainty mechanism referred to at paragraph 8.6(c) above:
- (a) the Authority shall determine the scope of costs relating to the claim that shall be recoverable under the Et uncertainty mechanism (e.g. by reference to specific projects or activities; by reference to cost categories such as operating expenses or capitalised expenditure; and/or by reference to periods of time);
 - (b) the Authority shall determine, for one or more Relevant Years, an amount which shall form part of the E_t term under paragraph 2.2(b) of this Annex, and which represents an ex ante allowance for the efficient costs relating to the scope of costs determined under sub-paragraph (a) above in that Relevant Year (expressed in April 2019 prices);
 - (c) the costs incurred by the Licensee in respect of the scope of costs determined under sub-paragraph (a) above shall form part of the costs which form part of the AO_t term at paragraph 2.2(d)(ii) of this Annex; and
 - (d) the costs incurred by the Licensee in respect of the scope of costs determined under sub-paragraph (a) above shall not be recovered under any part of the calculation of Maximum Core Revenue at paragraph 2.2 of this Annex other than the E_t term under paragraph 2.2(b) of this Annex and the AO_t term at paragraph 2.2(d)(ii) of this Annex.

The Vt Uncertainty Mechanism

- 8.11 Where the Authority determines that some Additional Approved Costs relating to the claim shall be remunerated via the Vt uncertainty mechanism referred to at paragraph 8.6(d) above:
- (a) the Authority shall determine the scope of costs relating to the claim that shall be recoverable under the Vt uncertainty mechanism in respect of each RAB_R (e.g. by reference to specific projects or activities, by reference to cost categories such as operating expenses or capitalised expenditure, and/or by reference to periods of time);
 - (b) the Authority shall determine, for one or more Relevant Years, and for each RAB_R as applicable, an amount which shall form part of the V_R term under paragraph 2.3(d)(ii) of this Annex, and which represents an ex ante allowance for the efficient costs relating to the scope of costs determined under sub-paragraph (a) above in that Relevant Year (expressed in April 2019 prices);
 - (c) the costs incurred by the Licensee in respect of the scope of costs determined under sub-paragraph (a) above in respect of RAB_R above shall form part of the costs which form part of the AC_R term at paragraph 2.2(d)(iii) of this Annex;

- (d) the costs incurred by the Licensee in respect of the scope of costs determined under subparagraph (a) above shall not be recovered under any part of the calculation of Maximum Core Revenue at paragraph 2.2 of this Annex other than the V_{R_t} term under paragraph 2.3(d)(ii) of this Annex and the AC_{R_t} term at paragraph 2.3(d)(iii) of this Annex.

9 Not Used

10 Approval of Transmission Network Pre-construction Projects and Costs

- 10.1 The Licensee may make a claim to the Authority, in accordance with the Requirements and Guidance on Transmission Network Pre-construction Projects, for the approval of activities which:
 - (a) have been or are to be carried out by the Licensee in respect of a project which is necessary for the purposes of developing the transmission system; and
 - (b) were or are required to progress the project from the conceptual design stage to, but not including, the construction stage.
- 10.2 The Licensee may make a claim to the Authority, in accordance with the Requirements and Guidance on Transmission Network Pre-construction Projects, for the approval of an amount of costs incurred, or to be incurred, by it in undertaking a Transmission Network Pre-construction Project.

11 Reporting

- 11.1 The Licensee shall, provide to the Authority all information requested in association with this Annex, including all such information as may be specified in:
 - (a) The Requirements and Guidance on the Evaluative Performance Framework;
 - (b) the Requirements and Guidance on Conditional Cost Sharing;
 - (c) the Requirements and Guidance on Uncertainty Mechanisms; and
 - (d) the Requirements and Guidance on Transmission Network Pre-construction Projects,in such format and by such time as may be reasonably directed by the Authority.

Consolidation Notes

Modifications included in this consolidated version	Effective date
Modification to paragraph 5 of Condition 25 and addition of Condition 40.	30 November 2017
CIL Modifications to Annex 1.	14 December 2017
Modifications to Annex 1 implementing the CMA Order.	04 May 2018
Modifications to Annex 1 to effect the CMA Cost order, Condition 8 and an amendment to the K Term.	01 Aug 2018
Introduction of Condition 41: Regulatory Instructions and Guidance.	28 January 2019
Modifications to Annex 1 to introduce a new term into the licence (Z_t) to provide capital returns for Special Projects not included in the price control.	01 February 2019
Updating of Condition 18: Transmission Interface Arrangements.	15 February 2019
Material modifications to Annex 1 to implement the price control decisions for 2020-25.	17 January 2022
Introduction of Condition 42 Governance and Management of the Licensee	26 October 2022
Modification to Condition 42 Part F Implementation dates	29 March 2024
Introduction of Condition 43: Digitalisation	10 June 2025
Modifications to Annex 1 to implement a two-year extension to SRP20 price control decisions to cover the year beginning on 1 October 2025 and ending 30 September 2027.	23 July 2025
Modifications to Condition 7: Provision of Information to the Authority	18 November 2025

