**INDEPENDENT SYSTEM OPERATOR AND PLANNER (ISOP) FRAMEWORK AGREEMENT**

**THIS AGREEMENT** is made on and with effect from [ ] 2024

**BETWEEN:**

* 1. **National Gas Transmission plc**, registered in England with number 02006000 whose registered office **is at** 1-3 Strand, London WC2N 5EH, a corporation organised and existing under the laws of England and Wales ("**National Gas Transmission**");
  2. **Cadent Gas Limited**, registered in England with number 10080864 whose registered office is at Ashbrook Court Prologis Park, Central Boulevard, Coventry, United Kingdom, CV7 8PE, a corporation organised and existing under the laws of England and Wales;
  3. **Northern Gas Networks Limited**,registered in England with number 05167070 whose registered office is at 1100 Century Way, Thorpe Park Business Park, Colton, Leeds, LS15 8TU, a corporation organised and existing under the laws of England and Wales;
  4. **Scotland Gas Networks plc**,registered in Scotland with number SC264065 whose registered office is at Axis House, 5 Lonehead Drive, Newbridge, Edinburgh, Scotland, EH28 8TG, a corporation organised and existing under the laws of Scotland;
  5. **Southern Gas Networks plc**,registered in England with number 05167021 whose registered office is at St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ, a corporation organised and existing under **the** laws of England and Wales;
  6. **Wales & West Utilities Limited**,registered in England with number 05046791 whose registered office is at Wales & West House, Spooner Close, Coedkernew, Newport, South Wales, NP10 8FZ, a corporation organised and existing under the laws of England and Wales;

(together the"**Transporters**")

and

* 1. **National Energy System Operator Limited**, registered in England with number 11014226 whose registered office is St Catherines Lodge, Bearwood Road, Sindlesham, Berkshire RG41 5BN, a corporation organised and existing under the laws of England ("**NESO**").

**WHEREAS:**

* + - 1. Each Transporter holds a Transporter's Licence and NESO holds a GSP Licence.
      2. National Gas Transmission has prepared a document as the network code which it is required to prepare pursuant to its Transporter's Licence, which incorporates the Uniform Network Code.
      3. The Uniform Network Code provides for rights and obligations between each Transporter and NESO.
      4. The Parties are entering into this Agreement for the purposes of giving effect to and binding themselves by the National Gas Transmission’s Network Code.

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

**1** **Interpretation**

* 1. In this Agreement (including the Recitals hereto):

"**Accession Agreement**" means an agreement, between National Gas Transmission (on its own behalf and on behalf of all other Parties) and a New DNO, in the form in the Annex hereto;

"**Accession Requirements**" means the requirements to be complied with by a New DNO before the new DNO may accede to this Agreement;

"**Effective Date**" means:

(a) with respect to each of the Original Parties, [ ]; and

(b) with respect to any new DNO who is admitted on or after [ ] as an additional party to this Agreement and (as respects such New DNO) each other Party, the date of the relevant Accession Agreement;

"**National Gas Transmission Network Code**" means the network code prepared by National Gas Transmission pursuant to Standard Special Condition A11(3) of its Transporter's Licence as from time to time modified in accordance with the network code modification procedures set out in the Uniform Network Code or the Transporter's Licence;

"**Original Parties**" means each of the Transporters and NESO;

"**Party**" means, subject as provided in paragraph 3, the Original Parties and each New DNO who is admitted as a party to this Agreement;

"**Uniform Network Code**" means the Uniform Network Code prepared pursuant to Standard Special Condition A11(6) of each Transporter's respective Transporter's Licence, as from time to time modified.

1.2 In this Agreement the terms "**Authority**", "**DN Operator**", "**GSP Licence**", "**New DNO**" and "**withdrawing DNO**" shall have the respective meanings ascribed thereto under the Uniform Network Code.

1.3 In this Agreement, references to obligations of a Party include obligations, in the case of each Transporter to NESO, and in the case of NESO to each Transporter, and in each case pursuant to the Uniform Network Code incorporated into the National Gas Transmission's Network Code.

1. New DNO
   1. Where National Gas Transmission is satisfied that a New DNO has complied in substance with all the relevant Accession Requirements, each Party shall admit the New DNO as an additional Party to this Agreement for which purposes National Gas Transmission shall enter into an Accession Agreement with such New DNO.
   2. Each Party (other than National Gas Transmission) authorises National Gas Transmission to sign on its behalf and deliver any Accession Agreement pursuant to Clause 2.1, and undertakes not to withdraw, qualify or revoke such authority.
   3. Upon execution of the Accession Agreement between National Gas Transmission and a New DNO, the New DNO shall become a Party.
   4. National Gas Transmission shall provide NESO and the Authority with a copy of each Accession Agreement within 28 days after such agreement is made.
2. Withdrawing DNO

3.1 A DN Operator who becomes a withdrawing DNO shall, with effect from the specified date in accordance with the National Gas Transmission’s Network Code, cease to be a Party, but without prejudice to any provision of the National Gas Transmission’s Network Code as to the continuance in force of any of its rights, obligations and liabilities of any such Party or (as respect such Party) each to the other Party to this Agreement.

1. National Gas Transmission Network Code
   1. The National Gas Transmission Network Code is hereby given effect and made binding between each Transporter and NESO with effect from the Effective Date.
   2. With effect from the Effective Date each Transporter undertakes to NESO, and NESO undertakes to each Transporter, to comply with and to perform its obligations in accordance with and subject to the National Gas Transmission's Network Code.
2. Severance

If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal **or** unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

1. Counterparts

This Agreement may be executed in any number of counterparts.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first above written.

Signed by )

duly authorised for and on behalf of )   
**NATIONAL GAS TRANSMISSION PLC** )

Signed by )

duly authorised for and on behalf of )   
**CADENT GAS LIMITED** )

Signed by )

duly authorised for and on behalf of )   
**NORTHERN GAS NETWORS LIMITED** )

Signed by )

duly authorised for and on behalf of )   
**SCOTLAND GAS NETWORKS PLC** )

Signed by )

duly authorised for and on behalf of )   
**SOUTHERN GAS NETWORKS PLC** )

Signed by )

duly authorised for and on behalf of )   
**WALES & WEST UTILITIES LIMITED** )

Signed by )

duly authorised for and on behalf of )   
**NATIONAL ENERGY SYSTEM OPERATOR LIMITED** )

**ANNEX**

**FORM OF ACCESSION AGREEMENT**

**THIS ACCESSION AGREEMENT** is made on [ ]

**BETWEEN:**

* 1. **National Gas Transmission plc,** (the "**Transporter**"**)** on its own behalf and on behalf of all the other parties to the Framework Agreement referred to below; and
  2. [ ] (the "**New DNO**"**)** whose principal office is at [ ].

**WHEREAS:**

* + - 1. By the ISOP Framework Agreement dated [ ] 2024 and made between the Transporter and the other Original Parties named therein and as now in force pursuant to any Accession Agreement entered into by any other new Party before the date of this Accession Agreement (the "**Framework Agreement**"**)** the Parties agreed to give effect to and be bound by the National Gas Transmission Network Code.
      2. The New DNO wishes to **be** admitted as an additional Party under the Framework Agreement.

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

* + 1. In this Accession Agreement words and expressions defined in or for the purposes of the Framework Agreement and not otherwise defined herein shall have the meanings ascribed thereto under the Framework Agreement.
    2. The Transporter (acting on its own behalf and on behalf of each of the other Parties) hereby admits the New DNO as an additional Party under the Framework Agreement on the terms and conditions hereof.
    3. The New DNO hereby accepts its admission as a Party and undertakes with the Transporter (acting on its own behalf and on behalf of each of the other Parties) to perform and to be bound by the Framework Agreement as a Party as from the date hereof.
    4. For all purposes in connection with the Framework Agreement the New DNO shall as from the date hereof be treated as if it has been a signatory of the Framework Agreement, and as if this Agreement were part of the Framework Agreement, and the rights and obligations of the Parties shall be construed accordingly.
    5. This Agreement and the Framework Agreement shall be read and construed as one document and references (in or pursuant to the Framework Agreement) to the Framework Agreement (howsoever expressed) should be read and construed as reference to the Framework Agreement and this Agreement.
    6. If at any time any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

**AS WITNESS** the hands of the duly authorised representatives of the parties hereto the day and year first above written.