

**BROUGHT INTO EFFECT ON 18 SEPTEMBER 2001**

**BETWEEN THE PERSONS SET OUT IN SCHEDULE 1**

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**THE CONNECTION AND USE OF SYSTEM CODE**

**CUSC FRAMEWORK AGREEMENT**

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## CUSC FRAMEWORK AGREEMENT

This **CUSC Framework Agreement** is made on and with effect from 18 September 2001 between the persons whose names and principal offices are set out in the Schedule hereto.

### WHEREAS:

- (A) Pursuant to and in accordance with the **Transmission Licence**, **NGC** is required to establish a Connection and Use of System Code and only enter into arrangements for connection and use of system which are in conformity with any relevant provisions of the **CUSC**.
- (B) Under the **Licences** and/or as required under the **Balancing and Settlement Code**, persons are required to be parties to the **CUSC Framework Agreement**, by which the **CUSC** is made contractually binding between the parties to that agreement, and to comply with the **CUSC**. Persons not licensed nor subject to the **Balancing and Settlement Code** and connecting to the **NGC-GB Transmission System** or who are **Embedded** and required pursuant to Paragraph 6.5 of the **CUSC** to have an agreement with **NGC** are also required to be parties to the **CUSC Framework Agreement** and comply with the **CUSC**.
- (C) Persons who were parties to the Master Connection and Use of System Agreement dated 30 March 1990 as at the **CUSC Implementation Date** migrated to become **Original Parties** to the **CUSC Framework Agreement**.
- (D) The persons listed in the Schedule are parties to the **CUSC Framework Agreement** for the purpose of giving effect to and binding themselves by the **CUSC**. Persons who enter into a **CUSC Accession Agreement** pursuant to this **CUSC Framework Agreement** are doing so for the purpose of binding themselves to the **CUSC**.

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

### 1. Interpretation

1.1 In the **CUSC Framework Agreement** (including the Recitals hereto):

"**CUSC**" the document designated by the **Secretary of State** and adopted by **NGC** as the **CUSC** pursuant to the **Transmission Licence** as from time to time modified pursuant to the **Transmission Licence**;

"**CUSC Accession Agreement**" an agreement substantially in the form of Exhibit A to the **CUSC** as amended in accordance with the **CUSC** from time to time;

"**CUSC Party**" subject as provided in paragraph 3, the **Original Parties** and each **New Party**;

<b>"CUSC Framework Agreement"</b>	this agreement;
<b>"Effective Date"</b>	(a) with respect to each of the <b>Original Parties</b> , the date of the <b>CUSC Framework Agreement</b> ; and  (b) with respect to any Party <b>Applicant</b> who is admitted as a <b>New Party</b> and (as respects such <b>Party Applicant</b> ) the other <b>Parties</b> , the date of the relevant <b>CUSC Accession Agreement</b> ;
<b>"New Party"</b>	a person, other than an <b>Original Party</b> , who is admitted as a party to the <b>CUSC Framework Agreement</b> ;
<b>"NGC"</b>	The National Grid Company plc (registered number 2366977);
<b>"Original Parties"</b>	the persons whose names are set out in the Schedule hereto;
<b>"Transmission Licence"</b>	the licence granted to <b>NGC</b> pursuant to section 6(1)(b) of the <b>Act</b> , as modified from time to time.

Words and phrases not defined herein and defined in the **CUSC** shall have the meaning given to them in the **CUSC** unless the context requires otherwise.

## 2. New Parties

- 2.1 A person wishing to become a **CUSC Party** (the "**Party Applicant**") may be admitted as a **New Party** subject to and in accordance with the provisions of the **CUSC** by execution and delivery of a **CUSC Accession Agreement** signed by such **Party Applicant** and **NGC**. Each **CUSC Party** hereby irrevocably and unconditionally authorises **NGC** to execute and deliver on behalf of such **CUSC Party** any **CUSC Accession Agreement** duly executed by a **Party Applicant**, and to thereby admit the **Party Applicant** as a **CUSC Party**.
- 2.2 Upon execution and delivery of a **CUSC Accession Agreement** by both **NGC** and the **Party Applicant** in accordance with Clause 2.1, the applicant shall become a **CUSC Party**.

## 3. Discontinuing Parties

A **CUSC Party** shall cease to be a **CUSC Party** in accordance with the terms of the **CUSC**, but without prejudice to any provision of the **CUSC** as to the continuance in force of any of its provisions as respects, or any rights,

obligations and liabilities of, any such **CUSC Party** or (as respects such **CUSC Party**) any other **CUSC Party**.

#### 4. **CUSC**

4.1 The **CUSC** is hereby given contractual effect between and made binding upon each **CUSC Party** with effect from the **Effective Date**.

4.2 With effect from the **Effective Date**, each **CUSC Party** undertakes to each other **CUSC Party** to comply with and to perform its obligations in accordance with and subject to the **CUSC**.

#### 5. **Severance**

If any provision of the **CUSC Framework Agreement** is or becomes invalid, unenforceable or illegal or is declared to be invalid, unenforceable or illegal by any court of competent jurisdiction or by any other **Competent Authority** (as defined in the **CUSC**), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the **CUSC Framework Agreement**, which shall continue in full force and effect notwithstanding the same.

#### 6. **Counterparts**

The **CUSC Framework Agreement** may be executed in any number of counterparts.

#### 7. **Address for service**

If any **CUSC Party** is a company which is incorporated under the Companies Act 1985 (as amended) its address for service shall be its registered office

Any **CUSC Party** which is not a company incorporated under the Companies Act 1985 (as amended) shall provide to **NGC** an address in ~~England or Wales~~ **Great Britain** for service of process on its behalf in any proceedings provided that if any such **CUSC Party** fails at any time to provide such address, such **CUSC Party** shall be deemed to have appointed **NGC** as its agent to accept service of process on its behalf until and unless such **CUSC Party** provides **NGC** with an alternative address in ~~England or Wales~~ **Great Britain** for these purposes.

#### 8. **Third Party Rights**

The parties hereby acknowledge and agree for the purposes of the Contracts (Rights of Third Parties) Act 1999 that no rights, powers or benefits are or shall be conferred on any person pursuant to this **CUSC Framework Agreement**, except for such rights, powers or benefits as are expressly conferred on the parties hereto subject to its terms.

**9. Governing Law**

This **CUSC Framework Agreement** shall be governed by and construed in accordance with the laws of England and Wales and the **CUSC Parties** hereby submit to the ~~exclusive~~ jurisdiction of the courts of England and Wales and Scotland only.

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

## **SCHEDULE**

### **Original Parties**