

AGGREGATION (MULTIPLE DOMESTIC SITES) VERSION

DATED _____ 201[]

NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED (1)

AND

[] (2)

**FFR FRAMEWORK AGREEMENT
(NON-BALANCING MECHANISM PARTICIPANT (DYNAMIC))**

TENDER RULES AND STANDARD CONTRACT TERMS

CONTRACT LOG NO: []

SUBJECT TO CONTRACT

DRAFT []

[DATE]

REF: []

THIS **FRAMEWORK AGREEMENT** is made on the [] day of [] 201[]

BETWEEN

- (1) **NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED** a company registered in England with number 11014226 whose registered office is at 1-3 Strand, London, WC2N 5EH ("**National Grid**", which expression shall include its successors and/or permitted assigns); and
- (2) [] a company registered in [] with number [] whose registered office is at [] ("**FFR Provider**", which expression shall include its successors and/or permitted assigns),

each a "**Party**", together the "**Parties**".

WHEREAS

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

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS, INTERPRETATION AND CONSTRUCTION**

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

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

- 2.1 Subject to Sub-Clause 2.2, the **Parties** hereby agree to be bound by, and to comply with, the applicable provisions of the **Tender Rules and Standard Contract Terms** with respect to the submission of **FFR Tenders** and any **FFR Contract** formed pursuant thereto, in each case insofar as relating to the provision of Dynamic **Firm Frequency Response** as described in the **Tender Rules and Standard Contract Terms** (and for the purpose of this **Framework Agreement** "**FFR Contract**" shall be construed accordingly).
- 2.2 The **Tender Rules and Standard Contract Terms** shall be read and construed subject to the special conditions (if any) set out in Appendix 2.

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

3. COMMENCEMENT AND TERM

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

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

3.3 [This **Framework Agreement** shall supersede and replace all and any previous **Framework Agreements** to which the **Parties** are a party at the **Commencement Date** but without prejudice to any rights or remedies accrued at such date]¹

4. PROVISION OF FIRM FREQUENCY RESPONSE

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

5. DATA TABLES

5.1 For the purposes of each and every **FFR Tender** in respect of any **FFR Unit**, the **Parties** hereby agree that the **Frequency Response** to be provided from that **FFR Unit** and (where applicable) the payments to be made by **National Grid** in respect thereof shall be ascertained by reference to the applicable **FFR Capability Data Tables** and **FFR Power Delivery Data Tables** set out and described as such in Appendix 4.

5.2 For the purposes of Sub-Clause 5.1, the **Parties** hereby agree that:-

- (a) the figures set out in such **FFR Capability Data Tables** represent the amount of **Primary Response**, **Secondary Response** and **High Frequency Response** referred to therein;
- (b) such **FFR Capability Data Tables** include a summary response table whose figures represent the capabilities in respect of **Primary**

¹ Delete where not relevant.

Response, Secondary Response and High Frequency Response at given **Frequency** deviations referred to therein; and

- (c) the figures set out in such **FFR Power Delivery Data Tables** represent the **Frequency Response** that is deemed to be delivered in respect of **Primary Response, Secondary Response and High Frequency Response**.

6. ALLOCATION OF DOMESTIC SITES TO AN FFR UNIT

6.1 For the purposes of the **Tender Rules and Standard Contract Terms** and the provisions of this **Framework Agreement**, the **Parties** hereby agree that multiple **Domestic Sites** that have successfully completed the **FFR Pre-Qualification Assessment** may from time to time be allocated or re-allocated by the **FFR Provider** to an **Aggregated Facility** for the purposes of enabling **Firm Frequency Response** to be made available and despatched from such **Domestic Sites** on an aggregated basis as part of that **Aggregated Facility** and which together shall (if the subject of a **FFR Contract**) comprise the **Contracted FFR Unit** for the purposes of the **Tender Rules and Standard Contract Terms**, provided always that the **FFR Provider** shall maintain full and accurate records of the **Domestic Sites** allocated from time to time to the **Aggregated Facility**, including (without limitation) the information requirements set out in the table in Part 1 of Appendix 3 and shall make such records available to **National Grid** on request.

6.2 ²[The **FFR Provider** shall, by submitting a tender in respect of an **Aggregated Facility** (on each occasion of a tender submission), warrant and represent that the tendered volume of **Firm Frequency Response** is, as at the date of tender submission, capable of being delivered from the **Domestic Sites** allocated by the **Provider** to that **Aggregated Facility**.]

7. ¹[MANDATORY WORKS

7.1 The provisions of Appendix 11 (*Mandatory Works Provisions*) shall apply to an **Aggregated Facility** upon and with effect from the date of acceptance by **National Grid** of the **FFR Provider's FFR Tender** so as to form an **FFR Contract** with respect to that **Aggregated Facility**.]

8. PROVIDER'S AGENT

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

9. VARIATIONS

No variation to this **Framework Agreement** shall be effective unless made in writing and signed by or on behalf of both **National Grid** and the **FFR Provider**.

10. NOTICES

For the purposes of this **Framework Agreement**, unless and until otherwise notified by the relevant **Party** to the other in accordance with paragraph 5.8 of the

² Delete where the Mandatory Works Provisions apply.

Tender Rules and Standard Contract Terms, any notice or other communication to be given in writing by **National Grid** or the **FFR Provider** to the other under, or in connection with matters contemplated by, this **Framework Agreement** shall be sent to the following address and/or facsimile number and marked for the attention of the person named below:

National Grid: Contract Services
National Grid Electricity System Operator Limited
Faraday House
Warwick Technology Park
Gallows Hill
Warwick CV34 6DA
Facsimile number: 01926 656613
For the attention of: The Company Secretary
Facsimile number: 01926 656613

FFR Provider: Address: [REDACTED]
Facsimile number: [REDACTED]
For the attention of: [REDACTED]

11. **BANK ACCOUNT DETAILS**

For the purpose of Paragraph 5.2.16 of the **Tender Rules and Standard Contract Terms**, unless and until otherwise notified by the relevant **Party** to the other in accordance with Paragraph 5.8 (*Notices*) of the **Tender Rules and Standard Contract Terms**, details of each of the **Party's** bank accounts to which sums payable in connection with this **Framework Agreement** shall be paid are set out below:

National Grid: Bank: Barclays Bank plc
Branch: 1 Churchill Place
London
Account Number: 10264113
Sort Code: 20-00-00

FFR Provider³: Bank: [REDACTED]
Branch: [REDACTED]

³ FFR Provider's bank details are not required where the FFR Provider is already registered with NGE's Settlement Team.

Account Number:

Sort Code:

12. **COUNTERPARTS**

This **Framework Agreement** may be signed in any number of counterparts and by the **Parties** on separate counterparts, each of which when signed shall constitute an original but all the counterparts shall together constitute but one and the same instrument. For the purposes of this Clause 12, the delivery of a facsimile copy of a signed counterpart of this **Framework Agreement** shall be deemed to be a valid signature thereof provided that the **Party** so delivering a facsimile hereby undertakes to deliver an original copy of this **Framework Agreement** forthwith following such facsimile transmission.

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

SIGNED on behalf of)
NATIONAL GRID)
ELECTRICITY)
SYSTEM OPERATOR LIMITED)

SIGNED on behalf of)
[])

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APPENDIX 1 – FURTHER DEFINITIONS

“Aggregated Facility”	an FFR Unit specified in Part 2 of Appendix 3, to which Domestic Sites can be allocated by the FFR Provider in accordance with clause 6.1;
“Commencement Date”	the date being the Service Day from which this Framework Agreement shall apply as specified in Clause 3; and
“Domestic Site”	a Site that comprises a single domestic dwelling;
“Frequency Sensitive Load Device”	a device that is capable of varying Load automatically in response to changes in Frequency ;
“Tender Rules and Standard Contract Terms”	the latest version of the document entitled “Firm Frequency Response Tender Rules and Standard Contract Terms” published by National Grid at the Commencement Date and as revised from time to time in accordance with its terms.

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APPENDIX 2 – SPECIAL CONDITIONS

APPENDIX 3 – DOMESTIC SITE DATA AND AGGREGATED FACILITY

Part 1 – Domestic Site Data⁴

Domestic Site Identity	
Domestic Site owner address and contact details	
Domestic Site address & co-ordinates	
Capacity (kW)	
Make of Meter	
Model of Meter	
Serial Number of Meter	
Meter Point Administration Number (MPAN)	
Accuracy Class of the Meter Date of successful completion of FFR Pre-Qualification Assessment	

⁴ To be completed and retained by the Generator for each Domestic Site

Part 2 – Aggregated Facility

Aggregated Facility	Aggregated Facility Identity	Technology of Allocated Domestic Sites

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APPENDIX 4 – DATA TABLES

SECTION A

FFR POWER CAPABILITY DATA TABLES

FFR Unit: All

Low Frequency Response

Frequency Deviation (Hz) δf_p	Primary Response: Applicable Factor (%)	Secondary Response: Applicable Factor (%)
-0.1	0.2 (20%)	0.2 (20%)
-0.2	0.4 (40%)	0.4 (40%)
-0.3	0.6 (60%)	0.6 (60%)
-0.4	0.8 (80%)	0.8 (80%)
-0.5	1.0 (100%)	1.0 (100%)

High Frequency Response

Frequency Deviation (Hz) δf_p	High Response: Applicable Factor (%)
0.1	0.2 (20%)
0.2	0.4 (40%)
0.3	0.6 (60%)
0.4	0.8 (80%)
0.5	1.0 (100%)

For the purpose of sub-paragraph 6.2.2(a) of the **Tender Rules and Standard Contract Terms** the level of **Response** capability for a **Frequency Deviation** of 0.0 Hz shall be 0.0 MW.

SECTION B

FFR POWER DELIVERY DATA TABLES

FFR Unit: All

Low Frequency Response

Frequency Deviation (Hz) δf_p	Primary Response: Applicable Factor (%)	Secondary Response: Applicable Factor (%)
-0.1	0.2 (20%)	0.2 (20%)
-0.2	0.4 (40%)	0.4 (40%)
-0.3	0.6 (60%)	0.6 (60%)
-0.4	0.8 (80%)	0.8 (80%)
-0.5	1.0 (100%)	1.0 (100%)

High Frequency Response

Frequency Deviation (Hz) δf_p	High Response: Applicable Factor (%)
0.1	0.2 (20%)
0.2	0.4 (40%)
0.3	0.6 (60%)
0.4	0.8 (80%)
0.5	1.0 (100%)

APPENDIX 5 – NOT USED

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APPENDIX 6 – FFR PROVIDER’S AGENT

EITHER

[NOT USED]

OR....

[FFR Provider’s Agent

Name:

Address:

Contact Details:

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

- i. specify on behalf of the FFR Provider the FFR Confirmed Part Load Point pursuant to paragraph 3.2.2;**
- ii. notify National Grid on behalf of the FFR Provider of any inability (and resumption of ability) to provide Firm Frequency Response pursuant to paragraph 3.2.4;**
- iii. receive on behalf of the FFR Provider any payments pursuant to paragraph 3.5;**
- iv. notify National Grid on behalf of the FFR Provider of the FFR Provider’s intention to enter into an arrangement which could impair the FFR Provider’s ability to provide Firm Frequency Response pursuant to paragraph 3.11; and**
- vi. receive notification on behalf of the FFR Provider from National Grid or on National Grid’s behalf, that a Contracted FFR Unit does not have capability to provide Firm Frequency Response pursuant to paragraph 3.13.**

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

APPENDIX 7 – not used

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APPENDIX 8 – not used

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APPENDIX 9 – not used

APPENDIX 10 – not used

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⁵**APPENDIX 11 – [not used][MANDATORY WORKS PROVISIONS]**

Additional Definitions

1. In this Appendix 11, the following terms shall have the meanings set opposite each:

“End-to-End Test”	means the tests specified by National Grid for the purposes of ascertaining whether the Mandatory Works Provisions have been satisfied in respect of the Relevant Sites ;
“Mandatory Works Provisions”	means, in respect of the Relevant Sites , the provision and programme for completion of the Works to ensure that: (i) the Relevant Sites are capable of providing dynamic Firm Frequency Response in accordance with the FFR Contract ; and (ii) the necessary communications and metering are installed and commissioned to provide metering data in accordance with the Tender Rules and Standard Contract Terms in the case of the Relevant Sites ;
“Milestone Dates”	means the dates for certain activities/milestones comprising the Works set out in the annex to this Appendix 11;
“Relevant Sites”	means those Domestic Sites that are the subject of the Works ;
“Revised Target Completion Date”	means has the meaning given to that term in paragraph 5;
“Target Completion Date”	means the Milestone Date for the Relevant Sites being ‘Available for FFR Service’;
“Works”	means all those works relating to the Relevant Sites required for the provision by the Provider of the FFR service.

⁵ Delete and state “not used” if not relevant.

Target Completion Date

2. Where Clause 7 (*Mandatory Works*) applies, the **FFR Provider** shall use its reasonable endeavours to procure that each of the **Relevant Sites** allocated to the **Aggregated Facility** satisfies the **Mandatory Works Provisions** by the conduct of a successful **End-to-End Test** in accordance with paragraph 9 by no later than the applicable **Target Completion Date** (or any **Revised Target Completion Date**).
3. The **Parties** agree that the **Mandatory Works Provisions** (in conjunction with the **Milestone Dates**) represent an indicative schedule of progress of the **Works** and indicative dates upon which **End-to-End Tests** (described against the relevant **Milestone Date** as being 'National Grid testing') shall be carried out for the purposes of ascertaining whether the **Mandatory Works Provisions** have been satisfied in respect of each of the **Relevant Sites**.

Delays

4. If at any time after acceptance by **National Grid** of the relevant **FFR Tender** for dynamic **Firm Frequency Response** the **FFR Provider** has reason to believe that the **Mandatory Works Provisions** in respect of any **Relevant Sites** will not be satisfied in accordance with paragraph 9 by the applicable **Target Completion Date**, the **FFR Provider** shall promptly notify **National Grid** in writing giving reasons for the expected delay to a reasonable level of detail.
5. Following notice under paragraph 4, **National Grid** may (in its absolute discretion) agree a reasonable extension to the **Target Completion Date** (the "**Revised Target Completion Date**").
6. **not used**
7. Where this paragraph 7 applies, with effect from the **Target Completion Date** and until the first to occur of:
 - 7.1 the date on which the **Mandatory Works Provisions** with respect to the **Relevant Sites** are satisfied in accordance with paragraph 9;
 - 7.2 the **Revised Target Completion Date**;
 - 7.3 the date being either:-
 - 7.3.1 unless paragraph 7.3.2 applies, six (6) months after the applicable **Target Completion Date**; or
 - 7.3.2 where delay is due to an event or circumstance of **Force Majeure**, twelve (12) months after such **Target Completion Date**;
8. In respect of the period of suspension of a **FFR Contract** pursuant to paragraph 7 and with respect to the **FFR Contract** in question, dynamic **Firm Frequency**

Response shall be deemed unavailable from the **Aggregated Facility**, and no **Availability Fees** shall accrue due to the **FFR Provider**.

Completion of Works

9. When the **Works** with respect to the relevant **Domestic Sites** are completed, the **FFR Provider** shall so notify **National Grid** in writing whereupon the **FFR Provider** shall demonstrate to **National Grid's** reasonable satisfaction that the **Mandatory Works Provisions** with respect to the **Relevant Sites** have been satisfied, by means of the performance of an **End-to-End Test**. The **FFR Provider** shall also (on request) provide to **National Grid** any such additional evidence as **National Grid** may reasonably require for the purposes of verifying that such **Mandatory Works Provisions** have been so satisfied.
10. Both **Parties** agree that the intention is to carry out **End-to-End Tests** on the applicable **Milestone Date** in relation to the **Relevant Sites**, but in any event no later than the **Target Completion Date** (or, where applicable, any **Revised Target Completion Date**). Each **Party** reserves the right by notice in writing to the other **Party** to cancel any **End-to-End Test** on such date, in which case the **Parties** shall agree an alternative time and date when the **End-to-End Test** shall be carried out which shall be as soon as possible thereafter, and the **Party** cancelling the original **End-to-End Test** shall reimburse to the other **Party** that other **Party's** reasonable costs (if any) incurred in preparing for the **End-to-End Test** on that date.
11. As soon as possible after the date on which the **End-to-End Test** has been completed, **National Grid** shall notify the **FFR Provider** whether it reasonably considers that the **Relevant Sites** have or have not satisfied the **Mandatory Works Provisions**. Subject to the provisions of paragraph 12, in the event that **National Grid** notifies the **FFR Provider** that in **National Grid's** reasonable opinion (and giving reasons for that opinion) the **Mandatory Works Provisions** have not been satisfied in respect of the **Relevant Sites**, the **FFR Provider** shall as soon as possible respond to **National Grid**. The **FFR Provider** shall address the reason for the non-compliance and shall subsequently notify **National Grid** when the non-compliance has been addressed, whereupon the provisions of paragraphs 9 and 10 shall apply.
12. Save as otherwise provided in paragraph 10, each **Party** shall bear its own costs in relation to the first **End-to-End Test** in relation to any **Relevant Sites**. In relation to the second and each subsequent **End-to-End Test** in relation to those **Relevant Sites** the **FFR Provider** shall be responsible not only for its own costs but also shall reimburse **National Grid** all **National Grid's** reasonable costs reasonably incurred as a direct result of the second and each subsequent **End-to-End Test** (not to exceed in relation to all tests the sum of £50,000 in aggregate). For the avoidance of doubt, each **Party** shall bear the risk of, and the other **Party** shall have no liability to the **Party** in respect of, loss and damage to that **Party's Plant or Apparatus** caused during or as a result of any **End-to-End Test** (save to the extent that such loss or damage is caused by that other **Party's** breach of its obligations under this **Framework Agreement** or the **Tender Rules and Standard Contract Terms**, and in such case subject always to the **Tender Rules and Standard Contract Terms**).

13. Where the **FFR Provider** fails to pass a second successive **End-to-End Test** or any subsequent **End-to-End Test** in relation to any **Relevant Sites** then unless **National Grid** otherwise elects to waive such requirement by notice in writing to the **FFR Provider**, **National Grid** may terminate the **FFR Contract** by notice in writing to the **FFR Provider**.
14. For the avoidance of doubt:-
- 14.1 any period of suspension of a **FFR Contract** pursuant to this Appendix 11 shall not have the effect of extending the **FFR Contracted Service Term** with respect to the **FFR Contract**; and
- 14.2 sub-paragraph 5.12 (*Force Majeure*) of the **Tender Rules and Standard Contract Terms** shall not apply with respect to any event or circumstances of **Force Majeure** which delays or prevents the progress of the **Works**.

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ANNEX TO APPENDIX 11 - MILESTONE DATES FOR DOMESTIC SITES SUBJECT TO MANDATORY WORKS PROVISIONS

Commented [MB1]: Vicci – we need provision for milestones but the table (taken from the FFR Aggregator Agreement) may need some adapting.

Work Activity/Milestone (as applicable)	Milestone Date
Site works commence	
Commissioning and testing	
National Grid testing	
Available for FFR service	

¹ Delete if not relevant

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