

DATED

202[]

NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED

and

[Company name]

**CONSTRAINT MANAGEMENT PATHFINDER
FRAMEWORK AGREEMENT FOR [] POWER STATION**

Contract Log No: [NGESO to provide]

Subject to Contract

Draft v.1.0

THIS CMP FRAMEWORK AGREEMENT is made on the _____ of _____ 20[]

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 (the “**Company**”, which expression shall include its successors and/or permitted assigns); and
- 2) **[PROVIDER]** a company registered in England with number [] whose registered office is [] (“**Provider**”, which expression shall include its successors and/or permitted assigns),

(each a “**Party**” and together, the “**Parties**”).

WHEREAS:

- A. The **Company** has published on its website a document entitled “Constraint Management Pathfinder Standard Contract Terms”, which may be revised from time to time in accordance with its terms (the latest version of which is hereafter referred to as the “**Standard Contract Terms**”).
- B. This **CMP Framework Agreement** is entered into in respect of certain generating units at the **Provider’s Power Station** in anticipation of the submission by the **Provider**, in accordance with the **Standard Contract Terms**, of **CMP Tenders**.
- C. The **Responsible TO** owns, operates and maintains an intertrip scheme to which the **Power Station** is connected. The constraint management service involves the arming of that intertrip scheme by the **Responsible TO** on the instruction of the **Company** and may result in the tripping of the **Provider’s** generating units at the **Power Station**.
- D. Accordingly, the applicable provisions of this **CMP Framework Agreement** shall apply with respect to each **CMP Tender** submitted by the **Provider**, and shall form part of each and any **CMP Contract** formed in relation thereto.

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 in the **Standard Contract Terms** have the same meanings, interpretations or constructions in this **CMP Framework Agreement**.

2. **STANDARD CONTRACT TERMS**

2.1 Subject to Clause 2.2, the **Parties** hereby agree to be bound by, and to comply with, the applicable provisions of the **Standard Contract Terms** and the relevant **CMP Tender Procedure** with respect to the submission of **CMP Tenders** and any **CMP Contract** formed pursuant thereto.

2.2 The **Standard Contract Terms** shall be read and construed subject to the special conditions (if any) set out in Schedule 1.

3. **COMMENCEMENT AND TERM**

This **CMP 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 (2) months notice in writing to the other (but not so as to expire during the subsistence of any **CMP Contract**) or until earlier termination in accordance with the **Standard Contract Terms**.

4. **PROVISION OF CONSTRAINT MANAGEMENT SERVICES**

Without limiting the generality of Clause 2.1, upon the formation of each **CMP Contract** pursuant to and in accordance with the **Standard Contract Terms**, the **Provider** hereby agrees to provide the **Constraint Management Service** to the **Company** upon and subject to the applicable terms and conditions set out in the **Standard Contract Terms**.

5. **UNDERTAKING OF BONA FIDE TENDER AND NON-CANVASSING**

5.1 The **Provider** hereby undertakes that each **CMP Tender** which it may submit shall be bona fide and intended to be competitive and that the **Provider** shall not fix or adjust the amount of the **CMP Tender** or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

5.2 The **Provider** also undertakes that neither it, nor any person on its behalf, shall do at any time any of the following acts:-

5.2.1 communicate to a person, with the exception of its professional advisers and the **Company**, the amount or approximate amount of any **CMP Tender**;

5.2.2 enter into any agreement or arrangement with any other person to restrain that other person from submitting a **CMP Tender** or to fix the amount of any **CMP Tender** to be submitted by that other person;

5.2.3 offer or agree to pay or to give, nor pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any **CMP Tender** or proposed **CMP Tender**;

5.2.4 canvass or solicit any officer, employee or agent of the **Company** in connection with the award of any **CMP Contract**.

6. **WARRANTY**

6.1 Each **Party** warrants and represents to the other that it has full power and authority to enter into this **CMP Framework Agreement** and perform its obligations hereunder.

7. **VARIATIONS**

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

7.2 The **Company** and the **Provider** shall effect any amendment required to be made to this **CMP Framework Agreement** by the **Authority** as a result of a change in the **Transmission Licence** or an order or directions made pursuant to the **Act** or a **Licence** or as a result of settling any of the terms hereof or otherwise as required by this **CMP Framework Agreement** and the **Provider** hereby authorises and instructs the **Company** to make any such amendment on its behalf and undertakes not to withdraw, qualify or revoke such authority or instruction at any time.

8. **NOTICES**

For the purposes of this **CMP Framework Agreement**, unless and until otherwise notified by the relevant **Party** to the other in accordance with the **Standard Contract Terms**, any notice or other communication to be given by the **Company** or the **Provider** to the other under, or in connection with matters contemplated by, this **CMP Framework Agreement** and any **CMP Contract** shall be sent to the address and/or facsimile number and marked for the attention of the person named in Schedule 3.

9. **COUNTERPARTS**

This **CMP 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. The delivery of an electronic copy of a signed counterpart of this **CMP Framework Agreement** shall be deemed to be a valid signature thereof provided that the **Party** so delivering an electronic copy hereby undertakes to deliver an original copy of this **CMP Framework Agreement** forthwith following delivery of the electronic copy.

10. **GOVERNING LAW AND JURISDICTION**

10.1 This **CMP Framework Agreement** shall be governed by and construed in all respects in accordance with the laws of England and Wales.

10.2 Subject and without prejudice to the provisions of the **Standard Contract Terms**, both **Parties** irrevocably agree that the courts of England and Wales are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this **CMP Framework Agreement** and that accordingly any suit, action or proceeding (together hereinafter referred to as "**Proceedings**") arising out of or in connection with this **CMP Framework Agreement** may be brought to such courts.

10.3 Each **Party** irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any **Proceedings** in any such court as is referred to in this Clause and any claim that any such **Proceedings** have been brought in an inconvenient forum. Each **Party** irrevocably agrees that judgment in any proceedings brought in the courts of England and Wales shall be conclusive and binding upon such **Party** and may be enforced in the courts of any other jurisdiction.

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

Signed for and on behalf of NATIONAL GRID ELECTRICITY SYSTEM OPERATOR LIMITED by []:	
Dated:	
Signed for and on behalf of [] LIMITED by []:	
Dated:	

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SCHEDULE 1

Special Conditions

The following provisions shall supplement and, where inconsistent with the **Standard Contract Terms**, apply in place of the relevant provision of the **Standard Contract Terms**.

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**SCHEDULE 2
COMMERCIAL INTERTRIP**

Part 1: DATA

CONTRACTED UNITS

[REDACTED]

PART 2 - NOTIFICATION

TELEPHONE CONTACT NUMBERS

The **Company:** 0118 936 3275

Provider: Direct line using Control Telephony System or [REDACTED]

SCHEDULE 3

Notices

The Company's address for service of Notices:

National Grid Electricity System Operator Limited

Faraday House

Warwick Technology Park

Gallows Hill

Warwick CV34 6DA

Facsimile number: 01926 656613

Email: []

For the attention of: the Company Secretary

Copy to: Head of Markets

National Grid Electricity System Operator Limited

Faraday House

Warwick Technology Park

Gallows Hill

Warwick CV34 6DA

Facsimile number: []

Email: []

The **Provider's** address for service of Notices:

[*Company name*]

[*Company Address*]

Facsimile number: []

Email: []

For the attention of: []

Operational telephone contact number []

Operational contact []