***STCP 18-8 Issue 0001 Connections Reform Gate 2 to Whole Queue***

***STC Procedure Document Authorisation***

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| --- | --- | --- | --- |
| Party | Name of Party  Representative | Signature | Date |
| The Company |  |  |  |
| National Grid Electricity  Transmission plc |  |  |  |
| SP Transmission plc |  |  |  |
| Scottish Hydro Electric Transmission plc |  |  |  |
| Offshore Transmission Owners |  |  |  |
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***STC Procedure Change Control History***

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| Issue 001 | xx/xx/2025 | First Issue Connections Reform Go-Live |
| Issue 002 |  |  |
| Issue 003 |  |  |

1. **Introduction, Scope and Objectives**
   1. The Gate 2 Whole Queue Process (introduced through CUSC Section 18) requires that the existing agreements are revisited and through that process will be given the status of Gate 1 Agreements or Gate 2 Agreements. As the existing agreements have associated TOCAs, those TOCAs are also impacted by the Gate 2 to Whole Queue Process and there is a need to reflect the Gate 2 to Whole Queue Process and the approach to changes in content and status of the existing agreements in this STCP.
   2. This process defines the high-level data exchange and process required between The Company and the TO(s) for the purposes of Modification Applications (or deemed Modification Applications) related to a one-off process for Gate 2 to Whole Queue (as further set out within CUSC Section 18). It also details the approach to be applied to existing TOCAs where the existing agreements between The Company and a User which the TOCAs relate to are given the status of Gate 1 Agreements.
   3. This will be subject to the Existing Agreement (EA) Timetable which will be published by The Company (having first liaised with the TOs) to establish dates when (amongst other things) the Gate 2 to Whole Queue application window will open and close (and in which Modification Applications and deemed Modification Applications will be submitted to The Company by the User triggering the process between The Company and TOs set out in this STCP) and The Company Offers Out Date (but in the context of facilitating CUSC Section 18, rather than CUSC Section 17).
   4. This STCP is only relevant to the Gate 2 to Whole Queue process, which begins from the CMP435 Implementation Date (once approved by the Authority) and will end once all steps under this STCP have been concluded in full. Once this exercise is completed, this STCP shall no longer be considered as a relevant STCP.
   5. This procedure applies to The Company and each TO. For the purposes of this document, the TOs are:

* NGET
* SPT
* SHE-T
* All Offshore Transmission Licence holders as appointed from time to time by the Authority.
  1. The objectives of this procedure are to detail:
* How (as set out in Section 3) the Modification Application (triggered by Modification Applications, or deemed Modification Applications, between Users and The Company) process is addressed in accordance with the EA Timetable across The Company ~ TO interface and the associated TO ~ TO interface;
* How (as set out in Section 4) the process between The Company ~ TO interface is addressed in respect of Agreements associated with projects that have not met the Gate 2 Criteria (‘Gate 1 Projects’) under the process between The Company and Users as set out in CUSC Section 18;
* The requirements for exchange of information in relation to these activities; and
* The lines of communication to be used.

1. **Key Definitions**
   1. ***For the purposes of STCP 18-8:***
      1. **Affected Parties** means the Host TO, Affected TO(s) and Other Affected TO(s) as appropriate, involved in producing TOCA Variation Offers relating to a particular User Application.
      2. **Affected TO**(s) means any Transmission Owner in relation to whose Transmission System the Relevant Connection Site satisfies the criteria set out in the STC, Schedule four (see STC Section D, part 2, paragraph 2.2.2).

For the avoidance of doubt, no OFTO has a role under this STCP in respect of a Relevant Connection Site until an OFTO has been appointed under the Tender Process.

* + 1. **Agreements** refers to the Transmission Owner Construction Agreements (TOCAs) and/or Affected TOCA(s) (ATOCAs) (as appropriate).
    2. **Batched Scheme Briefing Note (BSBN)** means the Scheme Briefing Note sent by The Company to each TO respectively (in batched format) as described in 3.2.1 of this STCP18-8.
    3. **Gate 1 Agreement** as defined in Section 11 “Interpretation and Definitions” in the CUSC.
    4. **Connections Network Design Methodology (CNDM)** means the document of that name which is referred to in the ESO Licence and Transmission Licences.
    5. **Existing Agreements** as defined in Section 11 “Interpretation and Definitions” in the CUSC.
    6. **Existing Agreement (EA) Timetable** means the timetable The Company will publish in accordance with CUSC Section 18.
    7. **EA Gated Design Process** means the approach by which Existing Agreements for relevant generation and transmission demand connections will be assessed and strategically designed in alignment with the Construction Planning Assumptions and CNDM.
    8. **EA Request** as defined in Section 11 “Interpretation and Definitions” of the CUSC.
    9. **EA Request Window** as defined in Section 11 “Interpretation and Definitions” of the CUSC.
    10. **Gate 1 Project TO Final Sums Exploration Process** means the process undertaken in accordance with paragraph 4.3.1 of this STCP.
    11. **Gate 2 Criteria** as defined in Section 11 “Interpretation and Definitions” of the CUSC.
    12. **Gate 2 Criteria Methodology** as defined in Section 11 “Interpretation and Definitions” of the CUSC.
    13. **Gate 2 ‘Readiness’ Criteria** means wherethe criteria which a Gate 2 Application and EA Request has successfully met Gate 2 Criteria as set out in the Gate 2 Criteria Methodology;
    14. **Gate 2 to Whole Queue** means the process set out in CUSC Section 18.
    15. **Host TO** means The Transmission Owner, whose Transmission System is located at the Connection Site (see STC Section D, part 2, paragraph 2.2.1).
    16. **Other Affected TO(s)** means any Transmission Owner who is not a Host TO or an Affected TO, but which receives Construction Planning Assumptions or The Company otherwise identifies that it is likely to be required to enter into a TO Construction Agreement in respect of the Construction Project.
    17. **Tender Process** means the method for the selection of an Offshore Transmission Owner in accordance with the Offshore Tender Regulations.
    18. **The Company Modification Application** means an application made by The Company to a Transmission Owner pursuant to Section D, Part Two, paragraph 2.2 in relation to the construction of a Modification and containing the information set out in Schedule six.
    19. **The Company Offers Out Date** means as stated within the EA Timetable.
    20. **TOCA Variation Offer** isprovided by Host TOs and Affected TO(s) using both the Construction Planning Assumptions provided by The Company and the CNDM within the EA Gated Design Process to develop the content.

1. **Gate 2 to Whole Queue TOCA Variation Offers Process**
   1. **Existing Agreement (EA) Timetable**
      1. The Company will publish an EA Timetable (in accordance with CUSC Section 18). This will be created through liaising with the TO(s) during its development.
   2. **High-Level Process (Gate 2 Projects and Gate 1 Projects with Reservation)**
      1. The Company shall submit The Company Modification Application where The Company Modification Application corresponds to an EA Request (which has declared it has met the Gate 2 ‘Readiness’ Criteria in accordance with the Gate 2 Criteria Methodology), or is related to Reservation, under the Gated Process for Projects with Existing Agreements set out in CUSC Section 18) via a Batched Scheme Briefing Note (BSBN) (including information on all such projects) to each TO respectively as soon as reasonably practicable and in any event no later than 10 Business Days after the EA Request Window has closed to Users. The format of the BSBN and the technical effectiveness process (to the extent that one is required) will be agreed by The Company and TOs prior to the CMP435 Implementation Date. For the avoidance of doubt the BSBN will at a minimum include a unique project identifier. Any Application Fee is dealt with by The Company and the TO(s) in accordance with STCP 19-6 Application Fees.
      2. The Company shall notify Affected Parties whether each EA Request within the BSBN is considered to be Effective (for the purpose of entering the EA Gated Design Process) and has met both the Gate 2 ‘Readiness’ Criteria and Gate 2 ‘Strategic Alignment’ Criteria no later than 1 Business Day before the EA Gated Design Process commences.
      3. Host TOs and Affected TO(s) will use both the Construction Planning Assumptions provided by The Company (the timing for the provision of Construction Planning Assumptions shall be confirmed no later than the publication of the EA Timetable) and the CNDM within the EA Gated Design Process to develop the content of their TOCA Variation Offers.
      4. Draft TOCA Variation Offers are to be issued to The Company as soon as reasonably practicable and prior to the publication of The Company Offers Out Date in the EA Timetable (with the specific number of Business Days prior to The Company Offers Out to be agreed between The Company and the TOs prior to the CMP435 Implementation Date).
      5. Final TOCA Variation Offers are to be issued to The Company as soon as reasonably practicable and no later than an agreed number of Business Days (which is to be agreed between The Company and the TOs prior to the CMP435 Implementation Date) before The Company is due to start sending out Modification Offers in accordance with The Company Offers Out Date within the EA Timetable.
      6. TOCA Variation Offers shall remain open for acceptance to a date which is five months from the date of the final (as per 3.2.5 above) TOCA Variation Offer being submitted to The Company (unless otherwise agreed) and in the case of a specific TOCA Variation Offer unless an application is made to the Authority under condition E13 of the ESO Licence. In which event, such TOCA Variation Offer shall remain open for acceptance until the date 17 days after any determination by, or other direction from, the Authority pursuant to such application. Therefore, the potential outcomes in respect of TOCA Variation Offers would (individually or in combination) be i) a signed TOCA Variation Offer is returned by The Company for countersignature by the Host TO and/or Affected TO (as appropriate), ii) the TOCA Variation Offer lapses, so that it is no longer capable of being accepted by The Company, iii) the TOCA Variation Offer is referred to the Authority prior to the acceptance date, or iv) an extension to the acceptance date is requested by The Company, which may or may not be granted by the Host TO and/or Affected TO (as appropriate).
      7. The Company and the TOs [Parties] acknowledge (and certain paras recognise) that, particularly given the one off nature of this STCP, the detailed timings for certain of the activities remain to be agreed and [Parties] will work together to agree the timings where these are not specified as soon as reasonably practicable and in any event prior to the CMP435 Implementation Date.
   3. **EA Requests not remaining part of the EA Gated Design Process**
      1. If an EA Request has entered the EA Gated Design Process but is not to remain part of the process after it has commenced (e.g. if it were withdrawn by the User), The Company shall notify Affected Parties within 2 Business Days.
2. **Existing Agreements which are converted to Gate 1 Agreements**

**4.1 Overview**

* + 1. As a result of the new one-off process set out in CUSC Section 18, prior to and throughout (as per 3.2.6 above) the EA Gated Design Process, some existing agreements between The Company and Users will become Gate 1 Agreements (without Reservation) (or potentially equivalent to this in respect of some Embedded Generation).
    2. Where under CUSC Section 18 an existing agreement between The Company and a User is given the status of a Gate 1 Existing Agreement (without Reservation) (or equivalent to this in respect of relevant Embedded Generation), The Company will inform the Host TO (and any Affected TO) of this in writing, within 5 Business Days in respect of the existing project/agreement being given the status of a Gate 1 Existing Agreement.
  1. **Co-ordinated Gate 1 Project Works Assessment Process**
     1. After The Company informs the TO(s) in writing under Paragraph 4.1.2 above, if it is or later becomes (in the reasonable opinion of the TO(s)) apparent that any transmission construction works (or other activities, in full or in part) within the Agreements should potentially be discontinued, postponed or otherwise delayed e.g. due to any potentially material additional abortive costs, the TO(s) should inform The Company as soon as reasonably practicable.
     2. Once informed in writing of the above, if The Company agrees (after having further discussed with the TO(s), where required) it will (as soon as reasonably practicable) notify in writing (and this notification will be treated by the parties as being in accordance with the Agreement) the TO(s) to discontinue, postpone or otherwise delay, in full or in part, such Works or other activities under the Agreement(s) pending the outcome of the process described in Paragraph 4.3 below.
  2. **Gate 1 Project TO Final Sums exploration process**
     1. Once the EA Gated Design Process has concluded, and all Agreements associated with Gate 2 Agreements (and Gate 1 Projects with Reservation) have been accepted by The Company or lapsed (i.e. it is no longer capable of being accepted), a Gate 1 Project TO Final Sums exploration process (the process undertaken in accordance with paragraph 4.3.3) will be undertaken by the TOs. The Company will provide reasonable support to the TOs in their undertaking of such a process.
     2. Preparatory work for the Gate 1 Project TO Final Sums Exploration Process should, however, commence as soon as reasonably practicable (and only as far as reasonably practicable) after The Company first informs the relevant TO of a confirmed Gate 1 Existing Agreement under Paragraph 4.1.2 above.
     3. The Gate 1 Project TO Final Sums Exploration Process will explore, at a minimum, which Works for Gate 1 Projects (without Reservation) have been reused for Gate 2 Projects and/or Gate 1 Projects with Reservation and/or for wider network planning reasons, and where not, the extent to which some or all of those transmission construction works could then reasonably be considered to be anticipatory investment for future Gate 2 Projects and/or for future Gate 1 Projects with Reservation and/or for other network planning reasons. When undertaking the Gate 1 Project TO Final Sums Exploration Process the TOs should remain mindful of the contractual TO Final Sums process, rights and obligations under the Agreements, as well as any broader rights and obligations.
  3. **The Company Agreement Termination and TO Final Sums Process**
     1. Once the Gate 1 Project TO Final Sums Exploration Process has concluded The Company shall terminate (under relevant Clause(s) of the Agreements) any necessary Agreements associated with the Gate 1 Projects (without Reservation) as soon as reasonably practicable, and the TO Final Sums process, under those Agreements, shall commence.
     2. Notwithstanding the TO Final Sums process set out within the Agreements, upon Termination, rather than the TOs invoicing The Company for TO Final Sums in accordance with the Clauses for such within the Agreements, each TO will first invoice The Company based on their estimate of TO Final Sums, it having been revised taking into account the outcome of the Gate 1 Project TO Final Sums Exploration Process in calculating that revised estimate. It is acknowledged and agreed that the other Clauses relating to Final Sums continue to apply as per the Agreements, but with those clauses being read noting that the first invoice and payment relates to the revised estimate of TO Final Sums, rather than there having first been an invoice and payment related to an initial estimate under of the Agreements.

***Appendix A: Abbreviations & Definitions***

***Abbreviations***

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| --- | --- | --- | --- |
| Affected TO | Affected Transmission Owner | NGET | National Grid Electricity Transmission |
| BSBN | Batched Scheme Briefing Note | OFTO | Offshore Transmission Owner |
| CNDM | Connections Network Design Methodology | SHET | Scottish Hydro Electric Transmission  plc |
| CPA | Construction Planning Assumptions | SPT | SP Transmission Limited plc |
| EA Timetable | Existing Agreement Timetable | SBN | Scheme Briefing Note |
| Host TO | Host Transmission Owner | TO | Transmission Owner |

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***Definitions***

**STC definitions used:**

Affected TO

Batched Scheme Briefing Note

Business Day

Connection Site

Connections Network Design Methodology (CNDM)

Construction Planning Assumptions

DNO

EA Gated Design Process

EA Timetable

ESO Licence

Existing Agreement

Gate 2

Gate 2 Criteria Methodology

Host TO

IDNO

Modification Applications

NGET

NESO

Offshore Transmission Licence

Offshore Transmission Owner

Party

OFTO

Relevant Connection Site

Reservation

Scheme Briefing Note

SHET

SPT

Tender Process

The Company

The Company Modification Application

The Company Offers Out Date

TO Construction Agreement

TO Construction Offer

Transmission Licences

Transmission Owner (TO)

Transmission System

User

User Application

Variation Offer

**Grid Code definitions used:**

User

**CUSC definitions used:**

Authority

Modification Application

Offer

Offshore Transmission Owner

Transmission Licence

**Definitions used from other STCPs:**

Application Fee As defined in STCP19-6: Application Fee

Affected Parties As defined in STCP18-1: Connection and Modification Application.

Affected TO(s) As defined in STCP18-1: Connection and Modification Application

Agreements As defined in STCP18-1: Connection and Modification Application

Host TO As defined in STCP18-1: Connection and Modification Application

Scheme Briefing Note As defined in STCP18-1: Connection and Modification Application

Tender Process As defined in STCP18-1: Connection and Modification Application