

2004

BROUGHT INTO EFFECT ON []

**THE SYSTEM OPERATOR - TRANSMISSION OWNER CODE
STC FRAMEWORK AGREEMENT**

(1) BETWEEN THE PERSONS SET OUT IN SCHEDULE ONE

THIS FRAMEWORK AGREEMENT is made on and with effect from _____ between the persons whose names and principal offices are set out in Schedule One hereto.

WHEREAS:

- (A) Pursuant to and in accordance with their Transmission Licence, Transmission Licensees are required in common with other Transmission Licensees to whom standard condition B12 applies, to at all times have in force a System Operator - Transmission Owner Code ("**STC**").
- (B) Pursuant to and in accordance with their Transmission Licence, Transmission Licensees, are required to be parties to the Framework Agreement, by which the STC is made contractually binding between the parties to that agreement, and to comply with the STC.
- (C) The Original Parties listed in the Schedule One are parties to the Framework Agreement for the purpose of giving effect to and binding themselves by the STC. Persons who enter into an Accession Agreement pursuant to this Framework Agreement are doing so for the purpose of binding themselves to the STC.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

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

- "Accession Agreement"** an agreement substantially in the form of Schedule One to the STC as amended in accordance with the STC from time to time;
- "Effective Date"**
 - (a) with respect to the Original Parties, the date of this Framework Agreement; and
 - (b) with respect to any Party Applicant who is admitted as a Party and (as respects such Party Applicant) the other Parties, the date of the relevant Accession Agreement;
- "Framework Agreement"** this agreement;
- "NGC"** The National Grid Company plc (registered number 2366977);
- "New Party"** a person other than an Original Party who is admitted as a party to the Framework Agreement;

"Original Parties"	the persons whose names are set out in Schedule One;
"Party"	subject as provided in paragraph 3, the Original Parties and each New Party;
"STC"	the document designated by the Secretary of State and adopted by the Transmission Licensees as the STC pursuant to the Transmission Licence as from time to time amended pursuant to the Transmission Licence;
"Transmission Licence"	a transmission licence granted or treated as granted under section 6(l)(b) of the Act;
"Transmission Licensee"	the holder for the time being of a Transmission Licence.

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

2. **NEW PARTIES**

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

3. **DISCONTINUING PARTIES**

A Party shall cease to be a Party in accordance with the terms of the STC, but without prejudice to any provision of the STC as to the continuance in force of any of its provisions as respects, or any rights, obligations and liabilities of, any such Party or, as respects such Party, any other Party.

4. **DISPUTES**

4.1 Any dispute arising as to whether a Party Applicant seeking to be admitted as a Party has fulfilled any accession conditions may be referred to the Authority for resolution.

4.2 If pursuant to a referral under paragraph 4.1 above, the Authority determines that a Party Applicant has fulfilled all relevant accession conditions, such Party Applicant shall be admitted as a Party.

5. **STC**

5.1 The STC is hereby given contractual effect between and made binding upon each Party with effect from the Effective Date.

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

6. **SEVERANCE**

If any provision of the 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 STC), such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the Framework Agreement, which shall continue in full force and effect notwithstanding the same.

7. **COUNTERPARTS**

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

8. **ADDRESS FOR SERVICE**

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

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

9. **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 Framework Agreement, except for such rights, powers or benefits as are

expressly conferred on the parties hereto subject to its terms or except for or to the extent provided in the STC.

10. **GOVERNING LAW**

This Framework Agreement shall be governed by and construed in accordance with the laws of England and Wales and the Parties hereby submit to the 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 ONE

ORIGINAL PARTIES

[Insert name and address of each Original Party]