

CUSC Changes

Section 2 (2.13.8, 2.13.10)

2.13.8 In the case of **New Connection Sites** located in **Offshore Waters** the **Connection Offer** will identify the **Onshore Construction Works**. These will be based on assumptions about the **Offshore Construction Works** and these assumptions will be set out in the **Construction Agreement**. Where the **Connection Offer** is not made on the basis of the **OTSDUW Arrangements**, the **Offshore Construction Works** will not themselves be identified at that time. Where the **Connection Offer** is made on the basis of the **OTSDUW Arrangements**, the Connection Offer will identify initial **Offshore Transmission System Development User Works** as being those activities and/or works for the design, planning, consenting, construction and installation of **Offshore Transmission Plant** and **Apparatus** required to provide a connection between the **User's Equipment** and the **Onshore Transmission System** at the **Transmission Interface Point** as set out in the assumptions.

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2.13.10 In the case of **New Connection Sites** located in **Offshore Waters**, where a **Construction Agreement** is entered into on the basis of the **OTSDUW Arrangements**, the **Construction Agreement** for such **New Connection Site** will reflect the extent and scope of the **Onshore Construction Works**, the **Offshore Construction Works** and the **Offshore Transmission System Development User Works** as agreed between **The Company** and the **User** reflecting any changes in the assumptions referred to in paragraph 2.13.8 as agreed between **The Company** and the **User** prior to acceptance of the **Connection Offer**. The **Construction Agreement** may contain continuing assumptions and provisions allowing for its variation upon changes in such continuing assumptions.

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Section 6 (6.9.6.1)

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6.9.6 Modifications relating to OTSDUW

Where a **Construction Agreement** has been entered into on the basis of **OTSDUW Arrangements**, then any actual or proposed replacement, renovation, modification, alteration, or construction by or on behalf of the **User** to the **OTSUA**, the scope of the **OTSDUW** or the manner of the operation of the **OTSUA** which may have a **Material Effect** on another **CUSC Party** at the particular **Connection Site** and/or **Transmission Interface Site** shall be deemed to be a **Modification** proposed by the **User** for the purposes of the **CUSC**.

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Section 11 (Various definitions)

"Offshore Transmission System"

a part of the **National Electricity Transmission System** used (or to be used) for the purposes of **Offshore Transmission** and for which there is (or where the **OTSDUW Arrangements** apply, will be) an **Offshore Transmission Licensee**;

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"Offshore Transmission System Development User Works" or "OTSDUW"

in relation to a particular **User** where the **OTSDUW Arrangements** apply, means those activities and/or works for (a) the design, planning, consenting, construction and installation of the **Offshore Transmission System** or (b) the design, planning and consenting of the **Offshore Transmission System** to be undertaken by the **User** as identified in Part 2 of Appendix I of the relevant **Construction Agreement**;

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"Offshore Transmission System User Assets" or "OTSUA"

in relation to a particular **User**, any **Plant** and **Apparatus** resulting from the **OTSDUW** that once transferred to the **Relevant Transmission Licensee** will form the **Offshore Transmission System** to which the **User's Equipment** is to be connected at the **Connection Site**, as identified in its **Construction Agreement**;

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Onshore Transmission System

the part of the **National Electricity Transmission System** which is not an **Offshore Transmission System**.

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"OTSDUW Arrangements"

the arrangements whereby (a) the design, planning and consenting, construction and installation of assets that are to comprise an **Offshore Transmission System** or (b) the design, planning and consenting of assets that are to comprise an **Offshore Transmission System** are capable of being undertaken by a **User**;

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"OTSUA Transfer Time"

the time and date at which the **OTSUA** are transferred by the relevant **User** to an **Offshore Transmission Licensee**;

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Exhibit C (Paragraph 9)

9. This **Offer** in respect of **New Connection Sites** located in **Offshore Waters** has been prepared on the basis that you wish to undertake **Offshore Transmission System Development User Works** (including construction and installation). The **Offer** assumes (unless you have advised us of the extent of the **Offshore Transmission System Development User Works** that you wish to undertake) that these are the works (and the activities associated with them) required to deliver a connection from the **Offshore Grid Entry Point** to the **Onshore Transmission System** at the **Transmission Interface Point** based on the assumptions set out in the **Construction Agreement** although this can be reviewed.

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Schedule 2 Exhibit 3A (Offshore CONSAG) Changes

1.1 DEFINITIONS, INTERPRETATION AND CONSTRUCTION

“Offshore Transmission Reinforcement Works”

those works other than the **Transmission Connection Asset Works, Onshore Transmission Reinforcement Works, Seven Year Statement Works and One Off Works**, which in the reasonable opinion of **The Company** are necessary to extend or reinforce the **National Electricity Transmission System** in relation to and prior to the connection of the **User’s Equipment** at the **Connection Site** and which are specified in Appendix H2 to this **Construction Agreement**, where Part 1 is works required for the **User** and Part 2 is works required for wider system reasons; but **OTSDUW** are excluded from **Offshore Transmission Reinforcement Works** (and are specified in Appendix I **Part 2** and not Appendix H2)].

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[“Onshore Transmission Licensee”

In the context of the Transmission Interface Site, shall mean **The Company** in England and Wales, SP Transmission Limited in south of Scotland, and Scottish Hydro-Electric Transmission Limited in north of Scotland].

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[“Transmission Interface Site Specification”

a specification which sets out the following information:
(a) a description of those **OTSUA** at the **Transmission Interface Site**;
(b) a clear identification of the boundary between the **OTSUA** and the **Onshore Transmission System**; and
(c) a description of the technical design and operating criteria which apply to the **OTSUA** (including any reliance on the **User’s Equipment** in respect the minimum technical, design and operational criteria and performance requirements set out or referred to in CC.6.3)].

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“User’s Works”

those works necessary for installation of the **User’s Equipment** which are specified in Appendix I [(Part 2)] to this **Construction Agreement** [and **OTSDUW** subject to Clause [1.4] of this **Construction Agreement**].

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1.2.3 [The Company [shall] as soon as practicable and (save where the **Authority** consents to a longer period) in any event within 3 months of the receipt of notice from the **Authority** that the **Relevant Transmission Licensee** has been appointed propose to the **User** an agreement to vary this **Construction Agreement** and the **Bilateral Connection Agreement**. This agreement to vary will identify the **Offshore Construction Works** as set out in the **Offshore TO Construction Offer** and shall make such further amendments to the **Construction Agreement** and **Bilateral Connection Agreement** as are necessary as a consequence of this identification and the timing of the **Offshore Tender Process** on the **Offshore Works Assumptions** and the **Onshore Construction Works** and shall include such terms and conditions as **The Company** in its discretion requires as a consequence of such amendments.] [In the case of **OTSDUW** The Company may as soon as practicable and (save where the **Authority** consents to a longer period) in any event within 3 months of the receipt of notice from the **Authority** that the **Relevant Transmission Licensee** has been appointed propose to the **User** an agreement to vary this **Construction Agreement** and the **Bilateral Connection Agreement** to amend the **Bilateral Connection Agreement** and **Construction Agreement** as necessary to reflect any inconsistencies between the **OTSDUW**, **OTSUA** and **Offshore Works Assumptions**.]

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[1.4] Where the **OTSDUW** comprise only the design, planning and/or consenting of (and/or other pre-construction activities relating to) the **Offshore Transmission System**, and do not comprise works for construction and installation, direct or indirect references to the **User’s Works** shall be deemed to include the **Offshore Construction Works** for the purposes only of (and to the extent so provided in the description of **OTSDUW**) Clauses 2.2, 2.3 and 2.4 of this **Construction Agreement**.]

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2. CARRYING OUT OF THE WORKS

2.2 Subject to Clauses 2.3 and 2.4 of this **Construction Agreement** forthwith following the date of [the **Offshore Agreement to Vary**] [this **Construction Agreement**] The **Company** shall use its best endeavours to obtain in relation to the **Construction Works**, excluding the **Wider Transmission Reinforcement Works** and the **User** shall use its best endeavours to obtain in relation to the **User’s Works**, all **Consents**. Each shall give advice and assistance to the other to the extent reasonably required by the other in the furtherance of these obligations. Further, the **User** and the [Relevant **Transmission Licensee**] [Onshore **Transmission Licensee**] shall, so far

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as it is legally able to do so, grant to, the other in respect of the [**Connection Site**] [**Transmission Interface Site**] all such wayleaves, easements, servitude rights, rights over or interests in land or any other consents reasonably required by the **User** or [**Relevant Transmission Licensee**] [**Onshore Transmission Licensee**] in order to enable the **Works** excluding the **Wider Transmission Reinforcement Works** to be expeditiously completed and to enable that other to carry out its obligations to the other under this **Construction Agreement** and in all cases subject to such terms and conditions as are reasonable.

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2.3.1 All dates specified in this **Construction Agreement** are subject to **The Company** obtaining **Consents** for the **Construction Works** in a form acceptable to it within the time required to carry out the **Construction Works** excluding the **Wider Transmission Reinforcement Works** [and the **User** obtaining **Consents** for the **OTSDUW**] in accordance with the **Construction Programme**.

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2.3.2 In the event of:-

- (a) the **Consents** not being obtained by the required date; or
- (b) the **Consents** being subject to conditions which affect the dates; or
- (c) **The Company** wishing to amend the **Construction Works** excluding the **Wider Transmission Reinforcement Works** [or the **User** wishing to amend **OTSDUW**] to facilitate the granting of the **Consents**,

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then, in the case of **Construction Works** and **Consents** therefor, **The Company** shall be entitled to revise the **Construction Works** (and as a consequence Appendix A to the **Bilateral Connection Agreement**) and all dates specified in this **Construction Agreement** in relation to those **Construction Works** and the charges specified in Appendix B to the **Bilateral Connection Agreement**. For the avoidance of doubt such revisions shall be at **The Company's** absolute discretion and the consent of the **User** is not required. [In the case of **OTSDUW** and **Consents** therefore, the **User** shall be entitled to revise the **OTSDUW** (including any changes to the **Offshore Works Assumptions**) and the dates specified in this **Construction Agreement** in relation to **OTSDUW**, in which case the **User** shall propose such revisions to **The Company** and the parties shall (without prejudice to paragraph 6.9.2) agree such amendments to this **Construction Agreement** as are necessary to reflect such revisions. The parties acknowledge that any dispute regarding such amendments shall be referable to and determined by the **Authority** under the provisions of Standard Condition C9 Paragraph 4 of the **Transmission Licence**, and where such application is made, the parties shall take into account any determination or other direction from the **Authority**.]

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2.3.4 [The **Company** shall be regularly updated by the **User** in writing or by such other means as the parties may agree as to progress made by

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the **User** from time to time in the obtaining of relevant **Consents** for the **OTSDUW** pursuant to its obligations under Clause 2.2 or 2.3 of this **Construction Agreement**.]

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2.4.1 The **User** shall be liable to pay to **The Company**:-

- (a) all **The Company 's Engineering Charges** accrued; and
- (b) proper and reasonable out-of-pocket expenses incurred and/or paid or which **The Company** is legally bound to incur or pay

in seeking and obtaining the **Consents** the subject of Clause 2.2 of this **Construction Agreement** excluding any costs associated with the **Seven Year Statement Works** and the works specified in Part 2 of Appendix H.

The **User** acknowledges these out of pocket ancillary expenses may include planning inquiries or appeals and the capital costs together with reasonable legal and surveyors costs of landowners or occupiers in acquiring permanent easements or other rights in respect of any electric line or underground cable forming part of the **Transmission Connection Asset Works**. This sum shall not include any capital costs incurred by **The Company**, in relation to **Connection Sites [or Transmission Interface Sites]** in England and Wales, in the acquisition by it of the freehold of any land or any **Relevant Transmission Licensee [or Onshore Transmission Licensee]**, in relation to **Connection Sites [or Transmission Interface Sites]** in Scotland, in the acquisition by it of the feuhold of any land. **The Company** shall keep the **User** informed of the level of such charges and expenses being incurred. The **User** shall pay such sums within 28 (twenty eight) days of the date of **The Company 's** invoice therefor.

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2.5 Prior to the commencement of the **Transmission Connection Asset Works [Onshore Transmission Reinforcement Works or any One Off Works]** the **User** shall have the right to terminate this **Construction Agreement** upon giving not less than 7 (seven) days notice in writing to **The Company**. In the event of the **User** terminating this **Construction Agreement** in terms of this Clause 2.5 the **User** shall in addition to the payments for which it is liable under Clause 2.4 hereof be liable to pay to **The Company** a sum equal to **The Company's** estimate or if applicable revised estimate of **Final Sums**. The **User** shall pay such sums within 14 (fourteen) days of the date of **The Company's** invoice(s) therefor on termination where applicable **[The Company** shall disconnect the **User's Equipment** at the **Connection Site** and:

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- (a) where the **Relevant Transmission Licensee** is the owner of the **Offshore Platform** the **User** shall remove any of the **User's Equipment** on the **Offshore Platform** within such period the **Relevant Transmission Licensee** and the **User**; or
- (b) where the **User** is the owner of the **Offshore Platform** **The Company** shall procure that the **Relevant Transmission**

Licensee removes, any of the [**Transmission Connection Assets**] on the period as may be agreed between and the **User**.]

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[(a) **The Company** shall disconnect the **OTSUA** at the **Transmission Interface Site**; and

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(b) the **User** shall remove any of the **OTSUA** on the **Onshore Transmission Licensee's** land at the **Transmission Interface Site** and **The Company** shall (as appropriate) remove or procure that the **Onshore Transmission Licensee** removes its equipment (if any) from the **User's** land at the **Transmission Interface Site** in each case within such period as may be agreed between the **Onshore Transmission Licensee** and the **User**.]

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2.9 During the period of and at the times and otherwise as provided in the **Construction Programme** and the **Commissioning Programme** **The Company** shall allow the **User**, its employees, agents, suppliers, contractors and sub-contractors necessary access to the [**Construction Site**] [**Transmission Interface Site**] and the **User** shall allow **The Company** or, the **Relevant Transmission Licensee** and in either case their employees, agents, suppliers, contractors and sub-contractors necessary access to its site to enable each to carry out the [**Transmission Connection Asset Works**] [**Onshore Transmission Reinforcement Works** or any **One Off Works**] or **User's Works** but not so as to disrupt or delay the construction and completion of the other's **Works** on the said sites or the operation of the other's **Plant** and **Apparatus** located thereon, such access to be in accordance with any reasonable regulations relating thereto made by the site owner or occupier.

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2.10 Not later than six months prior to the **Commissioning Programme Commencement Date** **The Company** shall provide the **User** with a draft **Commissioning Programme** for the **Commissioning** of the [**Transmission Connection Assets**] [**OTSUA**], and the **User's Equipment**. The **User** shall, as quickly as practicable and in any event within three months of receipt thereof, determine whether or not to approve the proposed **Commissioning Programme** (which approval shall not be unreasonably withheld or delayed) and shall within such three month period either notify **The Company** of its approval or, in the event that the **User** reasonably withholds its approval, notify **The Company** of any changes or variations to the proposed commissioning programme recommended by the **User**. If **The Company** does not accept such changes or variations submitted by the **User** any dispute shall be referred to the **Independent Engineer** for determination. The **Commissioning Programme** agreed between the parties or determined by the **Independent Engineer** as the case may be shall be implemented by the parties and their sub-contractors in accordance with its terms.

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2.11 If at any time prior to the **Completion Date** it is necessary for **The Company** or **The Company** in its reasonable discretion wishes to make any addition to or omission from or amendment to the **[Transmission Connection Asset Works and/or] Transmission Reinforcement Works** and/or the **One Off Works** and/or the **Third Party Works** **The Company** shall notify the **User** in writing of such addition, omission or amendment and Appendices [B1 (One Off Works), **[G (Transmission Connection Asset Works)] H (Transmission Reinforcement Works)** and N (**Third Party Works**)] to this **Construction Agreement** and consequently Appendices [A (**Transmission Connection Assets**) and B (**Connection Charges and One Off Charges**)] to the associated **Bilateral Connection Agreement** shall be automatically amended to reflect the change. [If at any time prior to the **Completion Date** it is necessary for the **User** or the **User** in its reasonable discretion wishes to make any addition to or omission from or amendment to the **OTSDUW** (including any changes to the **Offshore Works Assumptions**), the **User** shall propose such revision to **The Company** and the parties shall (without prejudice to paragraph 6.9.2) agree changes to this **Construction Agreement** as are necessary to reflect such revision. The parties acknowledge that any dispute regarding such amendments shall be referable to and determined by the **Authority** under the provisions of Standard Condition C9 Paragraph 4 of the **Transmission Licence**, and where such application is made, the parties shall take into account any determination or other direction from the **Authority**.]

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8. COMPLIANCE WITH SITE SPECIFIC TECHNICAL CONDITIONS

The **User** shall ensure that on the **Completion Date** the **User's Equipment** complies with the site specific technical conditions set out in Appendix F 1-5 to the **Bilateral Connection Agreement** [and that the **OTSUA** complies with the site specific technical conditions set out in Appendix OF to this **Construction Agreement**]. The obligation in respect of **OTSDUW** shall apply up to the **OTSUA Transfer Time**, whereupon such provisions shall (without prejudice to any prior non-compliance) cease to apply.

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APPENDIX OF - Site Specific Technical Conditions

OF1 ANCILLARY SERVICES

OF2 DEROGATED PLANT

OF3 SPECIAL AUTOMATIC FACILITIES

OF4 RELAY SETTINGS & PROTECTION

OF5 OTHER TECHNICAL REQUIREMENTS

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F1 . Special Automatic Facilities¶
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F2 . Protection and Control
Relay Settings¶
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F3 . Load Shedding Frequency
Sensitive Relays¶

APPENDIX I - User's Works

Part 2

[OTSDUW – the works for the design, consenting, construction and installation of the Offshore Transmission System] [nb to be edited to identify works post offer and limited to consenting and design in case of early OFTO appointment]