
Transmission Interface Arrangements

between

SONI Ltd

and

**Northern Ireland Electricity
Networks Ltd**

18 November 2021

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Section A TIA Structure

1 Introduction

1.1 This Section A sets out:

1.1.1 the structure of this TIA;

1.1.2 provisions relating to publication of and access to the TIA; and

1.1.3 the relationship of the TIA with other documents.

1.2 References to NIE Networks in the TIA shall be references to NIE Networks in its role as Transmission Owner and / or Distribution Network Owner as relevant.

2 Structure of the TIA

2.1 The TIA

2.1.1 The TIA comprises each of the paragraphs, sub-paragraphs, Sections, Schedules and any TIA Subsidiary Documents listed in Schedule 1.

2.2 Construction Agreements

2.2.1 Each Construction Agreement contemplated to be entered into pursuant to Section D of this TIA shall, unless otherwise agreed between SONI and NIE Networks, contain the terms or contain terms substantially in the same form as those set out in Schedule 3.

2.2.2 Each Construction Agreement entered into pursuant to Section D of this TIA and in force from time to time shall constitute a separate agreement governed by the terms of this TIA and will be read and construed accordingly.

3 Access to the TIA

3.1 Subject to sub-paragraph 3.3, a copy of the TIA shall be published on each Party's website.

3.2 Notwithstanding sub-paragraph 3.1 and subject always to sub-paragraph 3.3, the Parties shall provide a copy of the TIA (including, for the avoidance of doubt, any TIA Subsidiary Documents) or any past versions of same, to any person on request, which may be subject (other than in the case of the Authority) to payment by such person of a reasonable charge. A reasonable charge shall be an amount not exceeding the reasonable cost to the Parties of making and providing such a copy.

3.3 A TIA Subsidiary Document, or part(s) thereof, may not be published or otherwise made available to any third person or communicated to the public, including by publication on each Party's website or otherwise, where the Parties agree that the disclosure of the contents of such TIA Subsidiary Document, or part(s) thereof (including, without limitation, names and personal contact details) would substantially

prejudice the interests of the Parties or persons identified therein and have notified the Authority to this effect.

- 3.4 The Parties shall maintain and keep up to date a library of all past and current versions of the TIA (including, for the avoidance of doubt all past and current versions, of each TIA Subsidiary Document).

4 Precedence

- 4.1 In the event of any inconsistency between the provisions of a TIA Subsidiary Document and any other parts of the TIA that are not in a TIA Subsidiary Document then such other parts of the TIA shall prevail.
- 4.2 In the event of any inconsistency between the provisions of the TIA and the provisions of any other document established or adopted under and pursuant to the TIA then the provisions of the TIA shall prevail.
- 4.3 In the event of any inconsistency between the provisions of one TIA Subsidiary Document and another, the Parties shall agree which provision(s) shall take precedence pending amendment of the TIA Subsidiary Documents as relevant under Section P, and the Parties shall promptly take such steps in accordance with Section P to remove such inconsistency.
- 4.4 A Party may refer a failure to agree pursuant to paragraph 4.3 to the Authority as a Dispute pursuant to Section Q, paragraph 4.1.
- 4.5 The provisions of this paragraph 4 shall be subject to any express provision to the contrary in any part of the TIA not contained in a TIA Subsidiary Document.

5 Definitions

- 5.1 Terms which are capitalised and in bold type shall be interpreted according to the definition in Section U of this TIA or according to the definition within the section in which the term is used.

Section B **Transmission Services**

1 **Introduction**

- 1.1 This Section B deals with the provision of **Transmission Services** by NIE Networks to SONI and certain obligations of SONI in relation to its operation of the **Transmission System**. It sets out
- 1.1.1 the process by which NIE Networks specifies the limits that normally apply to its **Transmission Services** in the **Transmission Services Specification**;
 - 1.1.2 the process for developing and implementing **Services Restoration Proposals** to restore **Transmission Services** in the event of any unplanned reduction in the limits actually applicable to the provision of **Transmission Services** from time to time; and
 - 1.1.3 arrangements between NIE Networks and SONI to enable SONI to co-ordinate and direct the flow of electricity onto and over the **Transmission System** in accordance with technical limits and **Licence Standards**.

2 **Transmission Services**

- 2.1 In accordance with the provisions of this Section B, NIE Networks shall provide services to SONI consisting of:
- 2.1.1 making available those parts of the **Transmission System** which are intended for the purposes of conveying, or affecting the flow of, electricity, so that such parts are capable of doing so and are fit for those purposes;
 - 2.1.2 the means of enabling SONI to direct the configuration of those parts of the **Transmission System** made available to it and, consistent with such means, giving effect to any such direction from time to time;
 - 2.1.3 the means of enabling SONI to obtain information in relation to the **Transmission System** which information is needed by SONI to enable it to co-ordinate and direct the flow of electricity onto and over the **Transmission System** and, consistent with such means, providing such information to SONI;
 - 2.1.4 such assistance as may be reasonably required in relation to design review, inspection and monitoring of **Contestable Works** on the **Transmission System**, on the basis of the detailed terms and scope of such assistance set out in the relevant **Construction Agreement**;
 - 2.1.5 the **Adoption** of **Contestable Works**, provided all conditions precedent and other relevant requirements contained in the NIE Networks **Standard Adoption Agreement** in relation to the relevant **Contestable Works** have been met;
 - 2.1.6 such assistance as may be reasonably required in the provision and updating of a capital cost database, to enable SONI to, among other things:

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- (a) assess options pursuant to its development of the **Transmission Investment Plan** as required by paragraph 6 in Section C, and
 - (b) to provide **Construction Applications** to NIE Networks as required by Section D, paragraph 2; and
- 2.1.7 the provision of accommodation and power supplies for SONI equipment which is required to be located at NIE Networks transmission substations pursuant to obligations contained in the **SONI Transmission Licence** and the rights of access required for the purposes of installing, using, operating, maintaining, inspecting, repairing and, if necessary, renewing or replacing such equipment, but excluding the provision of such services which are provided under the terms of a **Construction Agreement**,
- (together here referred to as "**Transmission Services**").
- 2.2 SONI shall have the right to make use of the **Transmission Services** provided to it under this Section B in pursuance of its activities and the discharge of its obligations under its **Transmission Licence** and the **Order** and only in pursuance of such activities or discharge of such obligations.
- ### 3 **Transmission Services Specification**
- 3.1 NIE Networks shall have and maintain at all times a specification referred to as the "**Transmission Services Specification**" which will include, without limitation, information describing the parameters and limits within and up to which its **Transmission Services** have been planned to be provided to SONI such information to include and identify the technical limits that would normally apply to the provision of its **Transmission Services** (such technical limits as identified in the **Transmission Services Specification** here referred to as the "**Normal Capability Limits**" applicable to those **Transmission Services**).
- 3.2 If NIE Networks is not in possession of information required to derive the **Normal Capability Limits** in respect of a new connection to the **Transmission System**:
- 3.2.1 SONI shall, on request by NIE Networks, provide such information to NIE Networks to the extent SONI has such information in its possession; and
 - 3.2.2 where such information relates to **Contestable Works**:
 - 3.2.2.1 SONI shall request such information from the relevant **User** under the terms of its **Contestable Offer** with that **User**; and
 - 3.2.2.2 NIE Networks shall request such information from the relevant **User** under the terms of its **Standard Adoption Agreement** with that **User**.
- 3.3 NIE Networks shall ensure that SONI is provided with the most up-to-date version of the **Transmission Services Specification** from time to time and on each occasion that an updated version is provided shall clearly identify those changes since the last version provided.

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- 3.4 Notwithstanding the provisions of sub-paragraph 3.2, NIE Networks shall ensure the maintenance of the **Transmission Services Specification** in accordance with Section C, sub-paragraphs 3.5 and 3.6 below.
- 3.5 NIE Networks shall keep its **Transmission Services Specification** under review at all times and:
- 3.5.1 may propose a change to the form of its **Transmission Services Specification** at any time, any such change to be agreed between NIE Networks and SONI (any failure to agree shall be referable to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1); and
- 3.5.2 shall amend the content of its **Transmission Services Specification**, including amendments to any **Normal Capability Limits**:
- 3.5.2.1 in the case of identified typographical errors only, at any time by submitting copies of such amendments to SONI; and
- 3.5.2.2 pursuant to Section C, sub-paragraph 11.2.1.
- 3.6 SONI may propose a change to the form of the **Transmission Services Specification** at any time, any such change to be agreed between NIE Networks and SONI. Any failure to agree shall be referable to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1.
- 3.7 In addition to the obligation to submit a copy of its **Transmission Services Specification** and copies of any amendments to SONI under this paragraph 3, NIE Networks shall provide to SONI such other information as may reasonably be requested by SONI from time to time in order to support the full and effective enjoyment of the rights of SONI pursuant to paragraph 2. Any **Dispute** as to the reasonableness of such request shall be referable to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1.
- #### 4 **Transmission System Capability**
- 4.1 NIE Networks shall provide **Transmission Services** to SONI, pursuant to paragraph 2, in accordance with its **Transmission Services Specification** except when:
- 4.1.1 the provision of such **Transmission Services** is reduced due to an **Outage** in accordance with Section F; or
- 4.1.2 its **Transmission Services** are not, other than by reason of an **Outage**, physically capable of being provided or are not capable, for immediate safety reasons or pursuant to environmental obligations, of being provided in accordance with the **Transmission Services Specification** (referred to as a "**Services Reduction**"); or
- 4.1.3 NIE Networks has notified SONI of technical limits applying in excess of **Normal Capability Limits** pursuant to paragraph 4.14.
- 4.2 NIE Networks shall at all times act in accordance with Good Industry Practice in providing **Transmission Services** to SONI.

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- 4.3 The technical limits to which SONI has been notified that **Transmission Services** are actually capable of being provided from time to time (being the **Normal Capability Limits** or such other technical limits as apply due to an **Outage**, a **Services Reduction** or any higher limits notified under paragraph 4.14) shall be referred to as the "**Operational Capability Limits**" applicable to those **Transmission Services**.
- 4.4 NIE Networks shall notify SONI immediately in the event that it becomes aware at any time that the relevant **Normal Capability Limits** or **Operational Capability Limits** have been exceeded by SONI.
- 4.5 NIE Networks shall monitor, in accordance with **Good Industry Practice**, the provision of its **Transmission Services** and notify SONI (except in such circumstances as may from time to time be agreed between NIE Networks and SONI), as a matter of urgency, as soon as NIE Networks becomes aware of:
- 4.5.1 a **Services Reduction** (including notifying SONI of the revised technical limits that apply to such **Transmission Services** due to the **Services Reduction**); or
- 4.5.2 a risk, materially beyond the normal level of risk, of an imminent **Services Reduction** (here referred to as a "**Services Reduction Risk**").
- 4.6 In the event that NIE Networks plans to undertake work which will cause a **Service Reduction Risk** then NIE Networks will inform SONI of the need to undertake the work and such work will only proceed with the agreement of SONI.
- 4.7 As a part of, or otherwise at the same time as, notice to SONI under paragraph 4.5, unless it is not reasonably practicable to do so (in which case NIE Networks shall do so as soon as reasonably practicable thereafter), NIE Networks shall notify SONI of:
- 4.7.1 in the case of a **Services Reduction Risk**, and where so requested by SONI, relevant data or information for the relevant **Transmission Services** including the technical limits that would apply as a consequence of the relevant **Services Reduction** if it were to occur;
- 4.7.2 the reasons for any **Services Reduction** (or, where relevant, a **Services Reduction Risk**) including, without limitation, information in relation to any **Event** which caused or contributed to, or which may cause or contribute to, the **Services Reduction** or **Services Reduction Risk**;
- 4.7.3 additional relevant information including the likely duration of any **Services Reduction** (or, where relevant, **Services Reduction Risk**); and
- 4.7.4 unless otherwise agreed with SONI, NIE Networks' proposal, in reasonable but not excessive detail, (referred to here as a "**Services Restoration Proposal**") for, as appropriate:
- 4.7.4.1 any interim works or other actions which are able to be undertaken by NIE Networks to minimise the effect of the **Services Reduction** or **Services Reduction Risk** and including, where relevant, any revised **Operational Capability Limits** that would apply during the period of such **Services Reduction** or **Services Reduction Risk**;

4.7.4.2 restoring the **Transmission Services** such that they are provided in accordance with their **Transmission Services Specification** (and to their **Normal Capability Limits**); and

4.7.4.3 otherwise removing, mitigating or dealing with a **Services Reduction Risk**,

including, in the case of sub-paragraphs 4.7.4.2 and 4.7.4.3, where necessary and appropriate, by proposing to amend the content of its **Transmission Services Specification** (including any **Normal Capability Limits**) pursuant to Section C, sub-paragraph 11.2.1.

4.8 Nothing in sub-paragraph 4.7.4 shall prevent NIE Networks and SONI from agreeing in advance **Services Restoration Proposals** to apply generally to particular types of **Services Reduction** or **Services Reduction Risks**. If such a **Services Restoration Proposal** is proposed in advance by a **Party**, any failure to agree shall be referable to the **Authority** as a **Dispute** in accordance with Section Q, subparagraph 4.1.

4.9 On or as soon as reasonably practicable after notification by NIE Networks of a **Services Reduction** (or, where relevant, a **Services Reduction Risk**) pursuant to paragraph 4.5, NIE Networks and SONI shall discuss the **Services Reduction** (or, where relevant, **Services Reduction Risk**) and, in particular, agree any **Services Restoration Proposal(s)** notified under sub-paragraph 4.7.4, agree any modifications to any **Services Restoration Proposal(s)** notified under sub-paragraph 4.7.4, or agree that any **Services Restoration Proposal(s)** agreed in advance under paragraph 4.8 apply. Any failure to agree shall be referable to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1.

4.10 NIE Networks shall give effect to any **Services Restoration Proposal** agreed with SONI pursuant to paragraph 4.9.

4.11 If the **Parties** are unable to reach agreement on any **Services Restoration Proposal** or any proposed modification to such **Services Restoration Proposal**, NIE Networks shall nevertheless give effect to its **Services Restoration Proposal**, subject to any subsequent determination of a relevant **Dispute** referred to the **Authority** pursuant to paragraphs 4.8 or 4.9.

4.12 NIE Networks shall take reasonable and appropriate preparatory steps, including, without limitation, having appropriate replacement **Plant** and **Apparatus** available, to minimise the duration or effect of **Services Reduction** and **Services Reduction Risk** and shall:

4.12.1 notify SONI of such steps from time to time or when otherwise reasonably requested by SONI; and

4.12.2 comply with any reasonable request from SONI to take or modify preparatory steps as specified in such request.

4.13 Any **Dispute** in relation to the adequacy of the preparatory steps taken by NIE Networks pursuant to paragraph 4.12 or the reasonableness of a request by SONI shall be referable to the **Authority** as a **Dispute** in accordance with Section Q, subparagraph

4.1 (in the event of a **Dispute** under this paragraph 4.13, NIE Networks may take such preparatory steps as it considers, in its discretion, are reasonable and appropriate, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to this paragraph 4.13).

- 4.14 For the avoidance of doubt, nothing in this **TIA** shall prevent NIE Networks, in its discretion, from notifying SONI (including, without limitation, in response to a request from SONI) that technical limits temporarily apply in respect of specified **Transmission Services** in excess of their **Normal Capability Limits**. In any such event NIE Networks shall at the same time also notify SONI of any conditions that apply to the use of such **Transmission Services** at technical limits above their **Normal Capability Limits**.

5 Configuration on SONI's Directions

- 5.1 NIE Networks may only configure such parts of its **Transmission System** as are made available pursuant to sub-paragraph 2.1.1 of this Section B, in accordance with directions given by SONI, except:

5.1.1 where otherwise agreed with SONI; or

5.1.2 for safety purposes or pursuant to environmental obligations in accordance with Section G.

- 5.2 Notwithstanding sub-paragraph 5.1.1, but subject at all times to Section G, NIE Networks shall comply with any reasonable direction by SONI to configure any part of its **Transmission System**.

- 5.3 Any direction from SONI to NIE Networks pursuant to paragraphs 5.1 and 5.2 shall be in the form agreed from time to time.

6 SONI Obligations

- 6.1 In co-ordinating and directing the flow of electricity onto and over the **Transmission System**, SONI shall:

6.1.1 take all reasonably practicable steps to determine, and shall ensure, that it does so in accordance with **Licence Standards**; and

6.1.2 in complying with **Licence Standards**, ensure that neither:

6.1.2.1 **Normal Capability Limits**, nor

6.1.2.2 **Operational Capability Limits**; nor

6.1.2.3 such technical limits or other conditions as SONI becomes aware are necessary and safe in accordance with **Good Industry Practice** (including, without limitation, any conditions notified to it pursuant to paragraph 4.14),

are exceeded or would be exceeded on the occurrence of a **Secured Event**.

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- 6.2 SONI shall not be in breach of paragraph 6.1 where an **Unsecured Event** causes or would cause **Normal Capability Limits** or **Operational Capability Limits** or other relevant limits to be exceeded.
- 6.3 In the event that SONI becomes aware that **Normal Capability Limits** or **Operational Capability Limits** or, where relevant, other conditions notified to it pursuant to paragraph 4.14 are being or have been exceeded, then SONI shall immediately:
- 6.3.1 direct or configure the **Transmission System** or take such other steps as are appropriate so that such **Normal Capability Limits** or **Operational Capability Limits** or other conditions are no longer being exceeded;
 - 6.3.2 inform NIE Networks by providing, without limitation, (in reasonable but not excessive detail) details of and reasons for the **Normal Capability Limits** or **Operational Capability Limits** or other conditions being exceeded; and
 - 6.3.3 without prejudice to any other rights and remedies arising under this **TIA**, identify and carry out (in consultation with NIE Networks where appropriate) such actions as are reasonably necessary and appropriate to ensure that such event shall not recur.
- 6.4 SONI shall (except to the extent otherwise agreed with NIE Networks) notify NIE Networks, as a matter of urgency, if SONI becomes aware (otherwise than from NIE Networks) of any **Event** or circumstance which is or is likely to materially affect NIE Networks' provision of **Transmission Services** in accordance with its **Transmission Services Specification**, including of any current or likely **Services Reduction** or **Services Reduction Risk**.
- 6.5 SONI shall provide to NIE Networks such information as may reasonably be requested by NIE Networks from time to time in order to support the provision of **Transmission Services** pursuant to paragraph 2. Any **Dispute** as to the reasonableness of such request shall be referable to the **Authority** as a **Dispute** in accordance with Section Q, subparagraph 4.1.
- 6.6 SONI shall:
- 6.6.1 provide to NIE Networks staff, as required from time to time, training in control procedures directly relevant to NIE Networks' role under the **TIA**; and
 - 6.6.2 satisfy itself that NIE Networks personnel to be authorised by NIE Networks to perform safety switching on the **Transmission System** have a satisfactory understanding of safety switching procedures.
- 6.7 Where requested by NIE Networks, SONI agrees to procure that suitably qualified SONI employees, who will be of such seniority, experience and qualification as shall in SONI's reasonable opinion be appropriate to carry out the roles described in this paragraph, are appointed to carry out and be responsible for:
- 6.7.1 the role of **Safety Co-ordinator(s)** (as defined in section OC6 of the **Grid Code**); and

6.7.2 the co-ordination with NIE Networks and NIE Networks employees in the application on the **Transmission System** of isolation and earthing (each as defined in the **Grid Code**) in a safe manner.

6.8 SONI shall provide NIE Networks in writing with a list of the names and contact details of the appointees and shall update the written notice whenever there is a change to the identity or contact details and annually on 1 April each year.

7 Metering Code

7.1 NIE Networks will provide SONI with such assistance as may be reasonably required so that SONI is able to implement and comply with the **Metering Code**, including in accordance with such further detailed provisions as may be recorded in the **Transmission Services Specification**.

8 Contestability in New Connections

8.1 SONI and NIE Networks agree that their respective roles and obligations in respect of any **New Connection** in relation to which the relevant **User Application** is for a **Contestable Offer** shall include the following:

8.1.1 the relevant **User Application** in respect of a **New Connection** shall be made to SONI and any **Contestable Offer** made by SONI to the relevant **User** pursuant to Condition 25 of SONI's **Transmission Licence** shall:

8.1.1.1 set out the relevant **User's** obligations in respect of procuring the **Contestable Works**;

8.1.1.2 the relevant obligations upon SONI in respect of procuring all works which are **Non-Contestable Works** (or otherwise not to be procured by the relevant **User**); and

8.1.1.3 for the avoidance of doubt NIE Networks shall not be a party to a **Contestable Offer**;

8.1.2 SONI shall procure **Non-Contestable Works** in respect of any **New Connection** by way of making a **Construction Application** to NIE Networks requesting NIE Networks provide the relevant **Non-Contestable Works** (for the avoidance of doubt, the provisions of Section D shall apply in respect of the making of **Construction Applications** by SONI and the making of **Construction Offers** by NIE Networks);

8.1.3 the terms of any **Contestable Offer** made by SONI to a **User** shall (among other things):

8.1.3.1 reflect the terms of the **Construction Offer** made by NIE Networks to SONI in relation to the relevant **New Connection** including through reflecting NIE Networks performing the **Non-Contestable Works**, the interface between the carrying out of the **Contestable Works** to be procured by the **User** pursuant to the **Contestable Offer** and NIE Networks' carrying out of the **Non-Contestable Works** pursuant to the relevant **Construction Offer**;

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- 8.1.3.2 require the **User** to whom the **Contestable Offer** is made to comply, pursuant to the terms of the Contestable Offer between SONI and the relevant User, with the **Contestable Offer Specific Requirements**;
- 8.1.4 SONI shall be responsible for agreeing and managing a programme which coordinates delivery of the **Contestable Works** and **Non-Contestable Works**;
- 8.1.5 SONI may require assistance from NIE Networks in respect of design review, inspection and monitoring of **Contestable Works** as part of NIE Networks' provision of **Transmission Services**, on the basis set out in sub-paragraph 2.1.4 of Section B; and
- 8.1.6 (as set out in the **Contestable Offer Specific Requirements**) any **User** entering into a **Contestable Offer** shall be required pursuant to the terms of the Contestable Offer to enter into a **Standard Adoption Agreement** with NIE Networks and:
- 8.1.6.1 this Standard Adoption Agreement shall govern the basis upon which ownership of **Contestable Works** shall transfer from the relevant **User** (or **ICP** if applicable) to NIE Networks and the conditions precedent to such transfer of ownership; and
- 8.1.6.2 NIE Networks' **Transmission Services** include, pursuant to and on the basis of the provisions of sub-paragraph 2.1.5 of Section B, the **Adoption of Contestable Works**.
- 8.2 Where NIE Networks is unable to perform any of its obligations under the **TIA** or any **Construction Agreement** (each a "**Relevant Obligation**") by reason of any **Contestable Works Failure** this **TIA** shall remain in effect but NIE Networks shall be relieved from its obligation under the **TIA** and **Construction Agreement** to perform each **Relevant Obligation** until the relevant **Contestable Works Failure** ceases.
- 8.3 SONI shall, under the terms of the **Construction Agreement** entered into between SONI and NIE Networks in relation to the relevant **New Connection** until such time as NIE Networks has **Adopted** the **Contestable Works**, be liable to NIE Networks for all direct loss or liability suffered by reason of a failure by any **User** that enters into a **Contestable Offer** to comply with any **Contestable Offer Specific Requirements** PROVIDED ALWAYS that SONI's liability under this paragraph 8.3 shall be subject to sub-paragraph 5.3 of Section O of this **TIA** (and, for the avoidance of doubt, SONI's liability under this paragraph 8.3 shall not constitute an indemnity for the purposes of sub-paragraph 5.3 of Section O of this **TIA**) and that SONI's liability under this paragraph 8.3 shall not exceed £10 million per incident or series of incidents. NIE Networks agrees to provide any information reasonably requested by SONI or its insurers in connection with any claim under this paragraph 8.3, including evidencing any costs for which NIE Networks is seeking recovery.
- 8.4 SONI acknowledges that the **NIE Network Charges** in respect of connections to the **Transmission System** which involve **Contestable Works** being carried out by parties other than NIE Networks or SONI will reflect (among other things) the need for NIE Networks to liaise with the relevant third party, react to changes made by the third party

to the relevant **Contestable Works** and react to delays in the relevant third party undertaking the relevant **Contestable Works**.

- 8.5 SONI acknowledges that, in order to protect the legitimate interests of NIE Networks as the owner (post **Adoption**) of **Contestable Works** in respect of which construction has not been procured by NIE Networks it is necessary and reasonable for NIE Networks to require that the **Standard Adoption Agreement** entered into to effect such **Adoption** contains terms and conditions precedent which require NIE Networks to be satisfied as to the construction of the **Contestable Works** and the performance of the **Contestable Works**.

Section C **Transmission Planning, Development and Construction**

1 **Introduction**

1.1 This Section C deals with the co-ordinated planning, development and construction of the **Transmission System** and, where required, the co-ordinated planning and development of both the **Transmission System** and the **RoI Transmission System** and sets out:

1.1.1 the process for SONI and NIE Networks to produce and implement the **Annual Planning Programme**;

1.1.2 the process for SONI to produce the **Transmission Network Annual Report**;

1.1.3 the process for SONI and NIE Networks to produce and implement the **Transmission Development Programme**;

1.1.4 the process for SONI to produce, with NIE Networks' assistance, the **Transmission Investment Plan**;

1.1.5 arrangements with **Users** concerning **Modifications**;

1.1.6 the process for **Consents** and **Land Rights**;

1.1.7 the process for SONI to produce and provide to NIE Networks a **Functional Specification** in respect of projects to be developed in more detail;

1.1.8 the process for NIE Networks to produce and provide to SONI a **Design Specification** in respect of projects for which it has received a **Functional Specification**; and

1.1.9 the process for SONI to produce and provide to NIE Networks a **Transmission Project Instruction** in respect of projects to be implemented and for both **Parties** to enter into a **Transmission Project Agreement** and/or to amend a **Construction Agreement**.

2 **Transmission Planning and Development**

2.1 SONI agrees to carry out transmission planning in accordance with its **Transmission Licence** and this **TIA**, subject to any **Transmission Derogations** from time to time.

2.2 NIE Networks agrees to carry out transmission development in accordance with its **Transmission Licence** and this **TIA**, subject to any direction issued by the **Authority** under condition 19, paragraph 3 of its **Transmission Licence** relieving NIE Networks of its obligation.

2.3 SONI shall ensure that the **RoI TSO** plans and develops the **RoI Transmission System** in a manner co-ordinated with the planning and development of the **Transmission System**.

3 **Annual Planning Programme**

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- 3.1 NIE Networks and SONI shall agree by the end of September each year a programme of activities ("**Annual Planning Programme**") required to be undertaken by both **Parties** to support SONI's annual assessment of the compliance of the **Transmission System** with the relevant sections of the **Transmission and Distribution System Security and Planning Standards**. Any failure to agree the **Annual Planning Programme** may be referred by either **Party** as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.
- 3.2 In the event that NIE Networks and SONI fail to agree the **Annual Planning Programme**, or any part thereof, then, subject to determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 3.1, both **Parties** shall carry out such activities as are contained in the **Annual Planning Programme** as specified by SONI.
- 3.3 The **Annual Planning Programme** shall set out the timescales for, among other things, the following exchanges of data:
- 3.3.1 NIE Networks to provide to SONI any new and any updated **System Data** relating to the **Transmission System**, provided in a format suitable for the agreed simulation software;
- 3.3.2 NIE Networks to provide to SONI a draft **Asset Replacement Plan** in respect of the current and each of the following nine **Financial Years**;
- 3.3.3 NIE Networks to provide to SONI additional data to that supplied under the **Grid Code** relating to the planning or operation of the **Distribution System** where such data is reasonably required by SONI in producing the **Transmission Investment Plan**;
- 3.3.4 SONI to provide to NIE Networks the **Transmission Network Annual Report**;
- 3.3.5 SONI to provide to NIE Networks draft high-level proposals for **Changes** to the **Transmission System**; and
- 3.3.6 SONI to provide to NIE Networks a draft **Transmission Investment Plan**.
- 3.4 Each **Party** shall carry out such activities as are specified in relation to it in the **Annual Planning Programme**.

4 Transmission Network Annual Report

- 4.1 SONI shall make use of the data and information provided by NIE Networks pursuant to sub-paragraphs 3.3.1 to 3.3.3 in assessing the compliance of the **Transmission System** with the relevant sections of the **Transmission and Distribution System Security and Planning Standards** in the current and each of the following nine **Financial Years** and shall, in accordance with the **Annual Planning Programme**, document:
- 4.1.1 details of any potential non-compliances predicted to occur in that same period; and
- 4.1.2 likely requirements to replace any **Plant** or **Apparatus** due to the predicted condition or performance of that **Plant** or **Apparatus** in that same period,

which together is referred to as the "**Transmission Network Annual Report.**"

5 Transmission Development Programme

- 5.1 NIE Networks and SONI shall jointly review the "**Transmission Network Annual Report**" and shall agree as soon as reasonably practicable the "**Transmission Development Programme**" which shall set out the timescales for the assessment of the potential non-compliances and asset replacement requirements.
- 5.2 Any failure to agree the "**Transmission Development Programme**" may be referred by either **Party** as a **Dispute** to the **Authority** in accordance with Section Q, subparagraph 4.1.
- 5.3 In the event that NIE Networks and SONI fail to agree the "**Transmission Development Programme**", or any part thereof, then, subject to determination of any **Dispute** referred to the **Authority** pursuant to subparagraph 5.2, SONI shall adopt a "**Transmission Development Programme**" that it deems appropriate.

6 Co-ordination of Transmission Planning and Development

- 6.1 NIE Networks and SONI shall:
- 6.1.1 co-operate and assist each other and, where appropriate, each co-operate with and assist the **RoI TSO**, in the development and implementation of the **Transmission Investment Plan**, including those aspects of the plan which relate to the co-ordinated planning and development of both the **Transmission System** and the **RoI Transmission System**; and
- 6.1.2 meet with each other and, when appropriate, each meet with the **RoI TSO**, from time to time (including by telephone if the **Parties** so agree) to agree arrangements to facilitate such development and implementation.

7 Transmission Investment Plan

- 7.1 In accordance with the provisions of this Section C, SONI shall, in accordance with the "**Transmission Development Programme**" develop and maintain a **Transmission Investment Plan** in respect of the current and each of the following nine **Financial Years**.
- 7.2 NIE Networks shall provide such assistance as may be reasonably required by SONI in developing and maintaining the **Transmission Investment Plan**.
- 7.3 SONI shall update the **Transmission Investment Plan** from time to time to reflect the best and most current information available to it and so that it contains, to the extent and in such detail as is reasonably practicable and appropriate at the time, for the relevant **Financial Year**:
- 7.3.1 a description of any proposed **Change(s)** to the **Transmission System**;
- 7.3.2 a description of the effect on the **Normal Capability Levels** to be brought about by the implementation of such **Changes**;

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- 7.3.3 a high-level specification of the works required to give effect to the proposed **Changes** under sub-paragraph 7.3.1 above (here referred to as the "**Planned Works**") and the likely material effect of such **Planned Works** on **Users**;
- 7.3.4 an indication of any works which a **User** may have to carry out as a result of any proposed **Change** to a **Connection Site**; and
- 7.3.5 an indication of any **Outages** (in reasonable but not excessive detail) likely to be required to give effect to the **Planned Works**.
- 7.4 SONI shall ensure that, to the extent that it is reasonable and appropriate to do so, NIE Networks is provided with the most up-to-date version of the **Transmission Investment Plan** and in each case shall clearly identify those changes made to each **Transmission Investment Plan** since the last version provided.
- 7.5 For the avoidance of doubt, SONI may change any part of the **Transmission Investment Plan** provided that SONI provides an updated version of the **Transmission Investment Plan** to NIE Networks in accordance with sub-paragraph 7.4.
- 7.6 NIE Networks may at any time submit to SONI a request ("**Planning Request**") for a change to the **Transmission Investment Plan**. Each **Planning Request** shall:
- 7.6.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the **Planning Request**; and
- 7.6.2 be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such change.
- 7.7 Where SONI receives a **Planning Request** under sub-paragraph 7.6, SONI shall as soon as reasonably practicable:
- 7.7.1 notify NIE Networks whether or not it intends to update the **Transmission Investment Plan**;
- 7.7.2 where relevant, notify NIE Networks how it intends to update the **Transmission Investment Plan**, and
- 7.7.3 where relevant, update the **Transmission Investment Plan**.
- 7.8 NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
- 7.8.1 any notice issued under sub-paragraph 7.7 in response to a **Planning Request**;
or
- 7.8.2 any failure by SONI to respond to a **Planning Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the **Planning Request**.
- 7.9 The **Transmission Investment Plan** shall be developed and implemented as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 7.8.
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8 Arrangements with Users concerning Modifications (including Replacement of Assets)

- 8.1 SONI shall identify those **Planned Works** which will require arrangements to be made between SONI and **Users** in relation to a **Modification** (including, for the avoidance of doubt, any **Replacement of Assets**) and, taking into account the point in time at which SONI was first made aware of **Planned Works**, shall:
- 8.1.1 take all reasonably practicable steps to make such arrangements within the time required to enable NIE Networks to undertake the **Planned Works** in accordance with SONI's **Transmission Investment Plan**; and
- 8.1.2 promptly notify NIE Networks of any such **Modification** and keep it informed of SONI's progress in making such arrangements (including, without limitation, notifying it of any determination by the **Authority** in relation to a dispute between SONI and a **User** which is relevant to such **Planned Works**).
- 8.2 Subject to sub-paragraph 8.5, where SONI identifies that **Planned Works** proposed by NIE Networks constitute a **Modification** and require arrangements to be made with a **User**, NIE Networks shall not undertake such **Modification** otherwise than in accordance with the provisions of this Section C, and any relevant **Construction Agreement**.
- 8.3 NIE Networks shall comply with any reasonable request from SONI for such assistance or further information as SONI requires in connection with identifying or making arrangements with **Users** pursuant to sub-paragraph 8.1.
- 8.4 For the avoidance of doubt, and subject to sub-paragraph 8.5, NIE Networks shall not undertake any **Modification** unless and until SONI has notified NIE Networks that SONI has either agreed such **Modification** with the affected **User** or that any dispute between SONI and the **User** in relation to such **Modification** has been determined by the **Authority**.
- 8.5 NIE Networks shall take all reasonable steps to avoid exercising its rights pursuant to this sub-paragraph 8.5 but, in the event that it has reasonable grounds to believe, given its **Transmission Licence** and statutory duties, that a **Transmission Connection Asset** should be replaced prior to notice being received pursuant to sub-paragraph 8.4, NIE Networks shall consult with SONI as far as reasonably practicable but shall be entitled to replace such **Transmission Connection Asset**.

9 Consents and Land Rights

- 9.1 Where **Planned Works**, as required by a **Preferred Transmission Reinforcement Option**, require the installation and retention of **Plant** and **Apparatus** and where such **Planned Works** require **Consents** and/or **Land Rights** (other than where such **Planned Works** are identified in the **Asset Replacement Plan** provided by NIE Networks pursuant to sub-paragraph 3.3.2 of this Section C or as otherwise agreed) SONI shall have responsibility for the following activities:

Consents

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- 9.1.1 preparation and submission of applications for planning permission if required together with all engagement and discussion with the relevant planning authority and other government agencies regarding the application;
 - 9.1.2 preparation and collation of all documentation, including design drawings and documentation prepared by NIE Networks, required to support a planning application, including without limitation any **Environmental Impact Assessment** required, subject to NIE Networks providing SONI with all required information in accordance with sub-paragraph 9.4 of this Section C;
 - 9.1.3 procurement of all consultants reasonably required by SONI to assist in the preparation of the SONI documentation referred to in sub-paragraphs 9.1.1 and 9.1.2 above;
 - 9.1.4 managing, attending and arranging representation at oral hearings, planning appeals and other legal processes with respect to sub-paragraphs 9.1.1 and 9.1.2 above, provided that NIE Networks shall provide such NIE Networks personnel, or its consultants, as may be reasonably required to give evidence;

Land Rights

- 9.1.5 the preparation and delivery of such survey notices or other statutory notices as may be required to be provided to the landowner in advance of the acquisition of **Land Rights** and construction;
 - 9.1.6 the acquisition (whether by agreement or by use of compulsory powers) of any wayleaves, easements, access rights, land options, leases and other legal rights required for the installation and retention of the **Plant and Apparatus** by NIE Networks as the asset owner;
 - 9.1.7 all landowner and community stakeholder engagement with regard to the matters referred to in this sub-paragraph 9.1.
- 9.2 In undertaking the activities referred to in sub-paragraph 9.1 SONI shall:
- 9.2.1 ensure that it protects the legitimate interests of NIE Networks as owner of the **Plant and Apparatus** once constructed;
 - 9.2.2 co-operate with NIE Networks in the development and maintenance of agreed legal documentation relevant to sub-paragraph 9.1.6 (including without limitation any voluntary wayleave, easement, lease agreement, access agreement or option agreement) and other codes of practice, policies and standards which either party may propose with respect to the activities in sub-paragraph 9.1 so as to reflect best practice in relation to corporate governance;
 - 9.2.3 comply with such codes of practice, policies and standards developed in accordance with sub-paragraph 9.2.2; and
 - 9.2.4 co-operate with NIE Networks in relation to an agreed process for the outsourcing of legal services in relation to any agreement referred to in sub-paragraph 9.1.6;

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- 9.2.5 provide such information to NIE Networks as it may reasonably require regarding the progress of the activities and indicative timescales for completion; and
- 9.2.6 not assign or transfer the undertaking of the activities referred to in sub-paragraph 9.1.6 above to any third party without providing at least 5 **Business Days**’ notice in writing to NIE Networks and subject to NIE Networks’ approval, which shall not be unreasonably withheld.
- 9.3 In so far as it may be necessary for SONI to acquire the rights referred to in sub-paragraph 9.1.6 by the use of compulsory powers under the **Order** (as amended), NIE Networks hereby authorises SONI to submit such applications as may be required for the benefit of NIE Networks to the extent that SONI is legally entitled to do so. If such applications can only be made by NIE Networks these will be prepared by SONI and signed and submitted by NIE Networks. Following submission SONI will assume responsibility for management and conduct of all oral hearings convened to determine the application. Where a right of access to land is obtained in the name of NIE Networks by the use of compulsory powers NIE Networks hereby authorises SONI and its agents to exercise such rights of access prior to construction, subject to compliance by SONI with sub-paragraph 9.2.
- 9.4 NIE Networks acknowledges that some of the activities and obligations on SONI referred to in sub-paragraphs 9.1 and 9.2 are dependent on the timely delivery by NIE Networks of documentation, data and other information to SONI. NIE Networks shall use all reasonable endeavours to ensure that the timescales for the construction of **Planned Works** are not adversely affected by a delay on the part of NIE Networks (for reasons within its reasonable control) in the delivery of the documentation, data and other information referred to.

10 Pre-Construction Activities

- 10.1 Paragraphs 10, 11, 12 and 13 of this Section C set out the high-level process for SONI and NIE Networks to co-operate in the pre-construction activities required to take a project identified in the **Transmission Development Programme (“Transmission Reinforcement Project”)** from the conceptual stage through to the point where the project is ready for construction.
- 10.2 SONI and NIE Networks recognise that the overall process is iterative in nature and agree that this TIA cannot be definitive in all aspects in all cases.
- 10.3 While there must remain a degree of flexibility, the process referred to in sub-paragraph 10.1 has four main stages:
- 10.3.1 SONI and NIE Networks to develop the design of the **Transmission Reinforcement Project** to the level required for the purpose of obtaining all necessary **Consents** with NIE Networks providing all asset related technical and engineering designs. In cases where no **Consents** are required, SONI and NIE Networks shall develop the design of the **Transmission Reinforcement Project** to the point where SONI can produce a **Functional Specification**;

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- 10.3.2 SONI to develop a **Functional Specification** which defines the **Transmission Reinforcement Project** parameters and performance characteristics;
- 10.3.3 Following receipt of a **Functional Specification** from SONI, NIE Networks to develop and provide to SONI a **Design Specification**; and
- 10.3.4 SONI to develop and provide to NIE Networks a **Transmission Project Instruction**, setting out the agreed designs, timescales and any consenting details.
- 10.4 Within this process, SONI and NIE Networks will co-operate and assist each other to the extent required, ensuring that the **Transmission Reinforcement Project** is executed in an efficient, economic and co-ordinated manner. SONI shall at all times have regard to and seek to protect the legitimate interests of NIE Networks as the owner of the **Plant** and **Apparatus** once constructed.
- 10.5 Each **Party** recognises that there will be occasions where the **Functional Specification**, the **Design Specification** or the **Transmission Project Instruction** may need to be updated after being issued to take account of new information available and that such updates may have a consequential effect on other exchanges of information, which may also require updates. Under these circumstances the **Parties** agree that it would be appropriate to provide such updates and that such updates:
- 10.5.1 must be provided to the other **Party** as soon as reasonably practicable; and
- 10.5.2 shall clearly identify changes from the previous version provided.
- 10.6 The **Parties** shall undertake their pre-construction roles and responsibilities in accordance with sub-paragraphs 10.6.1 – 10.6.3 below, as appropriate to the **Transmission Reinforcement Project**. Where a **Party** has a defined decision-making responsibility, the other **Party** will have a right of review, an entitlement to raise concerns and the right to escalate in accordance with Section Q should that be required.
- 10.6.1 NIE Networks shall be responsible for developing and maintaining all **Asset Related Policies**. SONI has the right to review and make representations on NIE Networks' **Asset Related Policies**.
- 10.6.2 SONI shall be responsible for all transmission planning and feasibility studies, apart from where such studies require an assessment of NIE Networks' **Transmission System** assets in which case NIE Networks, as the asset owner, shall undertake the assessment of the assets.
- 10.6.3 While NIE Networks and SONI shall jointly undertake the **Option Appraisal, Route Corridor Studies** and develop and optimise the **Route Alignment**, the respective roles of each **Party** in undertaking these activities shall be as follows:
- (i) SONI shall be responsible for identifying the list of technically feasible options (specifying connection points and technology) ("**Transmission Reinforcement Options**") to meet existing or future needs on the **Transmission System** and developing from that list a shortlist of **Transmission Reinforcement Options** to be taken forward for further **Option Appraisal**, in each case taking due account of NIE

Networks' views. Where SONI's decision(s) is not consistent with NIE Networks' views an explanation of the decision(s) shall be provided to NIE Networks;

- (ii) NIE Networks shall estimate the high-level capital, maintenance and life-cycle capital costs and shall appraise the asset related technical benefits and shortcomings inherent in each **Transmission Reinforcement Option**;
- (iii) SONI shall appraise each **Transmission Reinforcement Option** for operational issues, environmental impact and lifetime operational costs such as losses;
- (iv) To the extent that stakeholder engagement is required in relation to the development of a **Preferred Transmission Reinforcement Option** then this shall be undertaken jointly by SONI and NIE Networks in a co-ordinated and co-operative manner, subject to Section C subparagraph 9.1. Each **Party's** role in such stakeholder engagement shall be determined by their respective responsibilities under the **TIA**. As a result, at each stage one **Party** may be more involved than the other depending on the nature of the stakeholder engagement required;
- (v) SONI shall be responsible for selecting the **Preferred Transmission Reinforcement Option** to be taken forward for **Route Corridor Studies**, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (vi) SONI shall carry out **Route Corridor Studies** in order to identify potential **Route Corridors** and potential transmission substation site locations within which the **Preferred Transmission Reinforcement Option** could be located, with NIE Networks, as the asset owner, providing support to SONI regarding asset related considerations;
- (vii) SONI shall define the potential **Route Corridors** and potential transmission substation sites, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (viii) SONI shall select the **Preferred Route Corridor** and preferred transmission substation site location(s) taking due account of NIE Networks' input and stakeholder feedback. Where SONI's selection is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (ix) NIE Networks shall develop an initial design for the circuit **Route Alignment**, structure locations and transmission substation conceptual designs within the **Preferred Route Corridor**, and provide the designs to SONI;

- (x) SONI and NIE Networks shall co-operate to optimise the circuit **Route Alignment** and the transmission substation conceptual design; and
- (xi) NIE Networks shall select the preferred circuit **Route Alignment**, structure locations and the preferred transmission substation conceptual design taking due account of SONI's views. Where NIE Networks' decision is not consistent with SONI's views an explanation of the decision shall be provided to SONI.

11 Functional Specification

- 11.1 In accordance with the **Transmission Investment Plan**, SONI shall provide a **Functional Specification** to NIE Networks in respect of each **Transmission Reinforcement Project** which is ready for detailed design development.
- 11.2 The **Functional Specification** shall be complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 6.
- 11.3 NIE Networks may at any time submit to SONI a request for a change to the **Functional Specification** a ("**Functional Specification Change Request**"). Each **Functional Specification Change Request** shall:
 - 11.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
 - 11.3.2 be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such a change.
- 11.4 Where SONI receives a **Functional Specification Change Request** under sub-paragraph 11.3, SONI shall as soon as reasonably practicable:
 - 11.4.1 notify NIE Networks whether or not it intends to update the **Functional Specification**;
 - 11.4.2 where relevant, notify NIE Networks how it intends to update the **Functional Specification**, and
 - 11.4.3 where relevant, update the **Functional Specification**.
- 11.5 NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
 - 11.5.1 any notice issued under sub-paragraph 11.4.1 in response to a **Functional Specification Change Request**; or
 - 11.5.2 any failure by SONI to respond to a **Functional Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 11.6 The **Functional Specification** shall remain as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 11.5.

12 Design Specification

- 12.1 In accordance with the **Transmission Investment Plan**, NIE Networks shall produce and provide to SONI a **Design Specification** in respect of each **Transmission Reinforcement Project** for which SONI has provided a **Functional Specification**.
- 12.2 If reasonably requested by SONI, NIE Networks shall provide preliminary design information relating to the **Design Specification** for the purposes of allowing the project to evolve. Once SONI has confirmed that a final **Design Specification** is to be produced this shall be provided by NIE Networks to SONI in accordance with any **Consents** obtained by SONI and shall contain the terms substantially in the form set out in Schedule 7.
- 12.3 SONI may at any time submit to NIE Networks a request for a change to the **Design Specification** a ("**Design Specification Change Request**"). Each **Design Specification Change Request** shall:
- 12.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
 - 12.3.2 be submitted as soon as reasonably practicable after SONI becomes aware of the need for such a change.
- 12.4 Where NIE Networks receives a **Design Specification Change Request** under sub-paragraph 12.3, NIE Networks shall as soon as reasonably practicable:
- 12.4.1 notify SONI whether or not it intends to update the **Design Specification**;
 - 12.4.2 where relevant, notify SONI how it intends to update the **Design Specification**; and
 - 12.4.3 where relevant, update the **Design Specification**.
- 12.5 SONI may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
- 12.5.1 any notice issued under sub-paragraphs 12.4.1 or 12.4.2 in response to a **Design Specification Change Request**; or
 - 12.5.2 any failure by NIE Networks to respond to a **Design Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 12.6 The **Design Specification** shall remain as proposed by NIE Networks, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 12.5.

13 Transmission Project Instruction

- 13.1 In accordance with the **Transmission Investment Plan**, SONI shall provide a **Transmission Project Instruction** to NIE Networks in respect of each **Preferred Transmission Reinforcement Option** which is ready for delivery.

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- 13.2 The **Transmission Project Instruction** shall be complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 8.
- 13.3 NIE Networks may at any time submit to SONI a request for a change to the **Transmission Project Instruction** a ("**Transmission Project Instruction Change Request**"). Each **Transmission Project Instruction Change Request** shall:
- 13.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
- 13.3.2 be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such a change.
- 13.4 Where SONI receives a **Transmission Project Instruction Change Request** under sub-paragraph 13.3, SONI shall as soon as reasonably practicable:
- 13.4.1 notify NIE Networks whether or not it intends to update the **Transmission Project Instruction**;
- 13.4.2 where relevant, notify NIE Networks how it intends to update the **Transmission Project Instruction**; and
- 13.4.3 where relevant, update the **Transmission Project Instruction**.
- 13.5 NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
- 13.5.1 any notice issued under sub-paragraphs 13.4.1 or 13.4.2 in response to a **Transmission Project Instruction Change Request**; or
- 13.5.2 any failure by SONI to respond to a **Transmission Project Instruction Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 13.6 The **Transmission Project Instruction** shall remain as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 13.5.
- 13.7 NIE Networks shall give effect to the **Transmission Project Instruction**, notifying SONI of its agreement, and both **Parties** shall promptly, as appropriate:
- 13.7.1 agree a **Transmission Project Agreement** which shall set out clearly the relevant details of the project to be delivered and other relevant obligations of the **Parties**;
- 13.7.2 vary a relevant **Construction Agreement**.
- 13.8 Where NIE Networks develops the **Transmission System** as a consequence of giving effect to the **Transmission Project Instruction** pursuant to sub-paragraph 13.7, it shall promptly update the:

13.8.1 **Transmission Services Specification** to reflect each variation to the Transmission Services it provides under Section B (including by inserting or amending any applicable **Normal Capability Limits**); and

13.8.2 **Connection Site Specification** to reflect any changes to the **Transmission Connection Assets** or **User Equipment** at a **Connection Site** located on the **Transmission System**.

14 Construction

14.1 SONI and NIE Networks shall, throughout the construction and commissioning of the **Planned Works**:

14.1.1 co-operate and assist each other in respect of the **Planned Works**;

14.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the **Planned Works**; and

14.1.3 meet from time to time to agree arrangements to facilitate such development.

14.2 Without limitation to sub-paragraph 14.1, SONI and NIE Networks shall liaise throughout the construction and commissioning of the **Planned Works**.

15 Connection Site Specification

15.1 NIE Networks shall have and maintain, at all times, a specification ("**Connection Site Specification**") which sets out the following information in relation to each **Connection Site** located on its **Transmission System**:

15.1.1 a description of the **Transmission Connection Assets** at the **Connection Site** and a clear identification of the boundary between **Transmission Connection Assets** and **User Equipment**; and

15.1.2 any information reasonably requested by SONI in order to enable SONI to settle or amend its connection agreement with such **User** in respect of the **Connection Site**.

15.2 Each **Connection Site Specification** shall be as proposed by NIE Networks, subject to the subsequent determination of any **Dispute** referred to the **Authority**.

16 NIE Networks Derogated Plant

16.1 NIE Networks shall, where requested by SONI, use all reasonable endeavours to carry out such **Planned Works** as are necessary to ensure that each item of **Derogated Plant** owned by NIE Networks is brought up to the **Required Standard** applicable to it no later than the **Back Stop Date** applicable to it.

Section D User Applications and RoI TSO Applications

1 Introduction

1.1 This Section D deals with arrangements between SONI and NIE Networks in relation to **Construction Projects** and the disconnection of **Users** connected to the **Transmission System**. This Section D sets out:

1.1.1 the process by which SONI and NIE Networks enter into a bilateral **Construction Agreement** for the construction of a **New Connection**, a **Modification** or a **System Construction**;

1.1.2 **Communications Plant** requirements at **Connection Sites**; and

1.1.3 provision for the permanent disconnection of **User Equipment** connected to the **Transmission System**.

2 Construction Applications

2.1 In this Section of the TIA:

2.1.1 "**Construction Project**" refers (as appropriate) to a **New Connection**, a **Modification** or a **System Construction**, whether required as a consequence of a development on the **Transmission System** or the **Distribution System**;

2.1.2 "**Construction Application**" refers to an application submitted by SONI to NIE Networks in relation to a **Construction Project**, and which is (as appropriate) an:

2.1.2.1 application for a **New Connection**;

2.1.2.2 application for a **Modification**; and/or

2.1.2.3 an application for a **System Construction**; and

for the avoidance of doubt, a **Construction Project** which is a **New Connection** may relate to the carrying out of both **Contestable** and **Non-Contestable Works** by NIE Networks or may exclude the carrying out of **Contestable Works** by NIE Networks.

2.2 If SONI considers it may be necessary for a **Construction Project** to be undertaken, it shall submit:

2.2.1 a notification of receipt of a **User Application** or an **RoI TSO Application** to NIE Networks as soon as reasonably practicable but in any event within three **Business Days** of the **User Application Date** or the **RoI TSO Application Date**, providing information on location, the required export or import capacity, the **User's** preference (as indicated in its **User Application**) for a **Contestable** or **Non-Contestable Offer** and the requested connection date; and

2.2.2 a **Construction Application** to NIE Networks as soon as reasonably practicable, but, unless otherwise agreed with NIE Networks pursuant to paragraph 5 of this Section D, in any event within twenty-five **Business Days** of the **User Application Date** or an **RoI TSO Application Date**.

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- 2.3 Where SONI receives an application for a **Modified Connection Offer** from a **User**, SONI shall notify NIE Networks as soon as reasonably practicable and provide an effective **Modified Construction Application** to NIE Networks.
- 2.4 For the purposes of this Section D:
- 2.4.1 a **Construction Application** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 2; and
- 2.4.2 a **Modified Construction Application** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms required, pursuant to sub-paragraph 2.4.1 above, in respect of **Construction Applications** and make clear the ways in which the content of these terms are modified as compared to the previous **Construction Application**.
- 2.5 If NIE Networks reasonably considers that a **Construction Application** or a **Modified Construction Application** is not effective it shall, as soon as reasonably practicable but in any event within five **Business Days** of receipt of the **Construction Application** or **Modified Construction Application**, notify SONI of:
- 2.5.1 the detailed reasons why it considers the **Construction Application** or **Modified Construction Application** is incomplete or unclear in a material respect; and
- 2.5.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the **Construction Application** or **Modified Construction Application** effective,
- and shall otherwise use its best endeavours to liaise with and assist SONI (and, where reasonably requested by SONI, any relevant third parties) so that the **Construction Application** or **Modified Construction Application** is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a **Construction Application** or **Modified Construction Application** may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.
- 2.6 NIE Networks shall charge SONI and SONI shall pay **Engineering Charges** in relation to a **Construction Application** and in relation to a **Modified Construction Application** in accordance with Section N.
- 2.7 SONI shall immediately notify NIE Networks of:
- 2.7.1 any change in the SONI **Construction Application** or **Modified Construction Application** or associated information provided to NIE Networks; or
- 2.7.2 the withdrawal of the relevant **User Application** or a **RoI TSO Application**, in which case such notice shall also constitute notice of withdrawal by SONI of any relevant **Construction Application** or **Modified Construction Application**.
- 3 Construction Offers**

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- 3.1 On receipt of a **Construction Application** NIE Networks shall notify SONI whether or not it intends to submit a **Construction Offer** in respect of the relevant **Construction Project** including, without limitation, where NIE Networks is not submitting a **Construction Offer** because it is not obliged to do so under Condition 20 of its **Transmission Licence**. NIE Networks shall give such notice as soon as reasonably practicable but, in any event, on or before ten **Business Days** after the **Construction Application Date**.
- 3.2 On receipt of a **Modified Construction Application** NIE Networks shall notify SONI whether or not it intends to submit a **Modified Construction Offer** in respect of the relevant **Construction Project** including, without limitation, where NIE Networks is not submitting a **Modified Construction Offer** because it is not obliged to do so under Condition 20 of its **Transmission Licence**. NIE Networks shall give such notice as soon as reasonably practicable but, in any event, on or before ten **Business Days** after the **Construction Application Date**.
- 3.3 SONI may refer as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1, any notice it receives under sub-paragraph 3.1 that NIE Networks does not intend to submit a **Construction Offer** in relation to a **Construction Project**.
- 3.4 Where NIE Networks receives an effective **Construction Application** under sub-paragraph 2.4.1 above NIE Networks shall, unless otherwise agreed with SONI pursuant to paragraph 5 of this Section D or determined or directed by the **Authority**, submit a **Construction Offer** to SONI as soon as reasonably practicable but, in any event, on or before three months less ten **Business Days** after the **User Application Date** or the **RoI TSO Application Date**.
- 3.5 For the purposes of this Section D, a **Construction Offer** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 3.
- 3.6 If SONI reasonably considers that a **Construction Offer** or a **Modified Construction Offer** is not effective it shall, as soon as reasonably practicable but in any event within five **Business Days** of receipt of the **Construction Offer** or **Modified Construction Offer**, notify NIE Networks of:
- 3.6.1 the detailed reasons why it considers the **Construction Offer** or **Modified Construction Offer** is incomplete or unclear in a material respect; and
- 3.6.2 the amendments (including clarifications, additional information, data or other material) it considers are required to make the **Construction Offer** or **Modified Construction Offer** effective,
- and shall otherwise use its best endeavours to liaise with and assist NIE Networks so that the **Construction Offer** or **Modified Construction Offer** is made effective as soon as reasonably practicable. Any dispute in relation to the effectiveness of a **Construction Offer** or **Modified Construction Offer** may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.
- 3.7 Where NIE Networks receives an effective **Modified Construction Application** under sub-paragraph 2.4.2 above NIE Networks shall, unless otherwise agreed with SONI pursuant to paragraph 5 of this Section D or determined or directed by the **Authority**,
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submit a **Modified Construction Offer** relating to the **Modified Construction Application** to SONI as soon as reasonably practicable and in any case, shall endeavour to submit the **Modified Construction Offer** to SONI to enable SONI to issue a **Modified Connection Offer** to the **User** within 25 days of either the date of issue of the initial **Connection Offer** or SONI's receipt of the application for a **Modified Connection Offer**, whichever is the later.

- 3.8 For the purposes of this Section D, a **Modified Construction Offer** shall be deemed to be effective if it is complete and clear in all material respects and shall contain the terms required pursuant to sub-paragraph 3.5 above in respect of a **Construction Offer** and make clear the ways in which the content of these terms are modified as compared to the previous **Construction Offer**.
- 3.9 In respect of **Construction Offers** (or **Modified Construction Offers**) relating to **Construction Projects** which are **New Connections**, in circumstances where SONI has indicated in its **Construction Application** (or **Modified Construction Application**) to NIE Networks that the relevant **User** has indicated in its **User Application** a preference for a **Contestable Offer**:
- 3.9.1 NIE Network's **Construction Offer** (or **Modified Construction Offer**) shall exclude the delivery of **Contestable Works**; and
- 3.9.2 such **Construction Offer** shall set out SONI's obligations to NIE Network's in respect of the delivery of the **Contestable Works** and shall, in combination with the **Standard Adoption Agreement** entered into by the **User** (or **User's ICP** as applicable), govern the responsibilities SONI and the **User** (and **User's ICP** if applicable) in respect of the performance of the **Contestable Works**.

4 Acceptance of Construction Offers by SONI

- 4.1 A **Construction Offer** and a **Modified Construction Offer** shall each remain open for acceptance from the date on which they are submitted to SONI pursuant to paragraph 3 to a date not less than six months from the **Construction Application Date** unless an application is made to the **Authority** under either Condition 26 of SONI's **Transmission Licence** or Condition 31 of NIE Networks' **Distribution Licence** in which event, such period shall remain open for acceptance until the date 17 days after any determination by or other direction from the **Authority** pursuant to such application.
- 4.2 A **Party** may refer any dispute in connection with a **Construction Offer** or a **Modified Construction Offer** as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.
- 4.3 If SONI wishes to accept a **Construction Offer** or **Modified Construction Offer**, it shall do so by promptly notifying NIE Networks in the form specified in such **Construction Offer** or **Modified Construction Offer** and by providing NIE Networks with an executed copy of the relevant **Construction Agreement** or **Modified Construction Agreement**. Following notification of such acceptance, NIE Networks shall construct the relevant parts of the **Construction Project** in accordance with this Code and the executed **Construction Agreement** or **Modified Construction Agreement**.

5 General Provisions Concerning the Development of Construction Applications and Construction Offers

5.1 SONI and NIE Networks shall, in respect of each **Construction Project**:

- 5.1.1 agree a timetable, subject to and in accordance with the dates set out in paragraphs 2, 3 and 4 of this Section D, for the development of **Construction Applications** and **Construction Offers** and covering any other relevant activities required in the course of preparing SONI's offer to the **User** or the **RoI TSO**;
- 5.1.2 co-operate and assist each other in order that **Construction Applications**, **Construction Offers** and plans or analysis prepared by SONI or NIE Networks which are or are likely to be required in respect of the **Construction Application** and **Construction Offer**, are co-ordinated; and
- 5.1.3 provide each other in a timely manner with information about, in the case of SONI as provider, the contents of its **Construction Application** and, in the case of NIE Networks as provider, the contents of its **Construction Offer** to the extent that such information may materially affect the offer to the **User** or the **RoI TSO**.

6 General Provisions Concerning New Connections and Modifications

6.1 Subject to the payment of **Reasonable Charges**, if any, NIE Networks shall provide all advice and assistance reasonably requested by SONI to enable it adequately to assess the implications (including the feasibility):

- 6.1.1 of making a **Modification to User Equipment**; or
- 6.1.2 of constructing a **New Connection Site** (including adequately assessing the feasibility of making any SONI **Construction Application** or considering the terms of any **Construction Offer**).

6.2 When giving advice and assistance pursuant to sub-paragraph 6.1, each **Party** shall comply with **Good Industry Practice**.

7 Co-ordination of Construction Projects

7.1 SONI and NIE Networks shall, throughout the construction and commissioning of the **Construction Project**:

- 7.1.1 co-operate and assist each other in the development of the **Construction Programme** in respect of the **Construction Project**;
- 7.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the **Construction Project**; and
- 7.1.3 meet from time to time to agree arrangements to facilitate such development.

7.2 Without limitation to sub-paragraph 7.1, SONI and NIE Networks shall liaise throughout the construction and commissioning of a **Construction Project**. NIE Networks shall provide to SONI all information relating to its own **Works** and SONI shall provide to NIE Networks all information relating to **User Works** and **Contestable**

Works, reasonably necessary to assist in the performance of the **Works**, and shall use all reasonable endeavours to co-ordinate and integrate the **Works** (and the **Contestable Works** if applicable). There may be meetings between representatives of the **Parties** and/or the **User** at intervals to be agreed between the **Parties** and/or the **User** (as appropriate). Each **Party** shall deliver to the other **Party** a written report of its progress during each **Calendar Quarter** within seven days of the end of that **Calendar Quarter**.

8 Consents and Land Rights

8.1 Where a **Construction Project** as required by a **Preferred Transmission Connection Option**, requires the installation and retention of **Plant** and **Apparatus**, and where such a **Construction Project** requires **Consents** and/or **Land Rights**, SONI shall have responsibility for the following activities:

Consents

- 8.1.1 preparation and submission of applications for planning permission if required together with all engagement and discussion with the relevant planning authority and other government agencies regarding the application;
- 8.1.2 preparation and collation of all documentation, including design drawings and documentation prepared by NIE Networks, required to support a planning application, including without limitation any **Environmental Impact Assessment** required, subject to NIE Networks providing SONI with all required information in accordance with sub-paragraph 8.4 of this Section D;
- 8.1.3 procurement of all consultants reasonably required by SONI to assist in the preparation of the SONI documentation referred to in sub-paragraphs 8.1.1 and 8.1.2 above;
- 8.1.4 managing, attending and arranging representation at oral hearings, planning appeals and other legal processes with respect to sub-paragraphs 8.1.1 and 8.1.2 above, provided that NIE Networks shall provide such NIE Networks personnel, or its consultants, as may be reasonably required to give evidence;

Land Rights

- 8.1.5 the preparation and delivery of such survey notices or other statutory notices as may be required to be provided to the landowner in advance of the acquisition of **Land Rights** and construction;
 - 8.1.6 the acquisition (whether by agreement or by use of compulsory powers) of any wayleaves, easements, access rights, land options, leases and other legal rights required for the installation and retention of the **Plant** and **Apparatus** by NIE Networks as the asset owner; and
 - 8.1.7 all landowner and community stakeholder engagement with regard to the matters referred to in this sub-paragraph 8.1.
- 8.2 In undertaking the activities referred to in sub-paragraph 8.1 SONI shall:
- 8.2.1 ensure that it protects the legitimate interests of NIE Networks as owner of the **Plant** and **Apparatus** once constructed;

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- 8.2.2 co-operate with NIE Networks in the development and maintenance of agreed legal documentation relevant to sub-paragraph 8.1.6 (including without limitation any voluntary wayleave, easement, lease agreement, access agreement or option agreement) and other codes of practice, policies and standards which either **Party** may propose with respect to the activities in sub-paragraph 8.1 so as to reflect best practice in relation to corporate governance;
- 8.2.3 comply with such codes of practice, policies and standards developed in accordance with sub-paragraph 8.2.2;
- 8.2.4 co-operate with NIE Networks in relation to an agreed process for the outsourcing of legal services in relation to any agreement referred to in sub-paragraph 8.1.6;
- 8.2.5 provide such information to NIE Networks as it may reasonably require regarding the progress of the activities and indicative timescales for completion; and
- 8.2.6 not assign or transfer the undertaking of the activities referred to in sub-paragraph 8.1.6 above to any third party without providing at least 5 **Business Days** notice in writing to NIE Networks and subject to NIE Networks' approval, which shall not be unreasonably withheld.
- 8.3 In so far as it may be necessary for SONI to acquire the rights referred to in sub-paragraph 8.1.6 by the use of compulsory powers under the **Order** (as amended), NIE Networks hereby authorises SONI to submit such applications as may be required for the benefit of NIE Networks to the extent that SONI is legally entitled to do so. If such applications can only be made by NIE Networks these will be prepared by SONI and signed and submitted by NIE Networks. Following submission SONI will assume responsibility for management and conduct of all oral hearings convened to determine the application. Where a right of access to land is obtained in the name of NIE Networks by the use of compulsory powers NIE Networks hereby authorises SONI and its agents to exercise such rights of access prior to construction, subject to compliance by SONI with sub-paragraph 8.2.
- 8.4 NIE Networks acknowledges that some of the activities and obligations on SONI referred to in sub-paragraphs 8.1 and 8.2 are dependent on the timely delivery by NIE Networks of documentation, data and other information to SONI. NIE Networks shall use all reasonable endeavours to ensure that the timescales for the construction of a **Construction Project** are not adversely affected by a delay on the part of NIE Networks (for reasons within its reasonable control) in the delivery of the documentation, data and other information referred to.
- 9 Pre-Construction Activities**
- 9.1 Paragraphs 9, 10 and 11 of this Section D set out the high-level process for SONI and NIE Networks to co-operate in the pre-construction activities required to take a **Construction Project** from acceptance of a **Construction Offer** or **Modified Construction Offer** through to the point where the **Construction Project** is ready for construction.
- 9.2 SONI and NIE Networks recognise that the overall process is iterative in nature and agree that this TIA cannot be definitive in all aspects in all cases.

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- 9.3 While there must remain a degree of flexibility, the process referred to in sub-paragraph 9.1 has four main stages:
- 9.3.1 SONI and NIE Networks to develop the design of the **Construction Project** to the level required for the purpose of obtaining all necessary **Consents** with NIE Networks providing all asset related technical and engineering designs. In cases where no **Consents** are required, SONI and NIE Networks shall develop the design of the **Construction Project** to the point where SONI can produce a **Functional Specification**;
 - 9.3.2 SONI to develop a **Functional Specification** which defines the **Construction Project** parameters and performance characteristics;
 - 9.3.3 following receipt of a **Functional Specification** from SONI, NIE Networks to develop and provide to SONI a **Design Specification**; and
 - 9.3.4 SONI to develop and provide to NIE Networks an instruction to proceed with the **Construction Project**, setting out the agreed designs, timescales and any consenting details.
- 9.4 Within this process, SONI and NIE Networks will co-operate and assist each other to the extent required, ensuring that the **Construction Project** is executed in an efficient, economic and co-ordinated manner. SONI shall at all times have regard to and seek to protect the legitimate interests of NIE Networks as the owner of the **Plant** and **Apparatus** once constructed.
- 9.5 Each **Party** recognises that there will be occasions where the **Functional Specification**, the **Design Specification** or the instruction to proceed may need to be updated after being issued to take account of new information available and that such updates may have a consequential effect on other exchanges of information, which may also require updates. Under these circumstances the **Parties** agree that it would be appropriate to provide such updates and that such updates:
- 9.5.1 must be provided to the other **Party** as soon as reasonably practicable; and
 - 9.5.2 shall clearly identify changes from the previous version provided.
- 9.6 The **Parties** shall undertake their pre-construction roles and responsibilities in accordance with sub-paragraphs 9.6.1 – 9.6.3 below, as appropriate to the **Construction Project**. Where a **Party** has a defined decision-making responsibility, the other **Party** will have a right of review, an entitlement to raise concerns and the right to escalate in accordance with Section Q should that be required.
- 9.6.1 NIE Networks shall be responsible for developing and maintaining all **Asset Related Policies**. SONI has the right to review and make representations on NIE Networks' **Asset Related Policies**.
 - 9.6.2 SONI shall be responsible for all transmission planning and feasibility studies, apart from where such studies require an assessment of NIE Networks' **Transmission System** assets in which case NIE Networks, as the asset owner, shall undertake the assessment of the assets.

9.6.3 While NIE Networks and SONI shall jointly undertake the **Option Appraisal, Route Corridor Studies** and develop and optimise the **Route Alignment**, the respective roles of each **Party** in undertaking these activities shall be as follows:

- (i) SONI shall be responsible for identifying the list of technically feasible options (specifying connection points and technology) ("**Transmission Connection Options**") to meet existing or future needs on the **Transmission System** and developing from that list a shortlist of **Transmission Connection Options** to be taken forward for further **Option Appraisal**, in each case taking due account of NIE Networks' views. Where SONI's decision(s) is not consistent with NIE Networks' views an explanation of the decision(s) shall be provided to NIE Networks;
- (ii) NIE Networks shall estimate the high-level capital, maintenance and life-cycle capital costs and shall appraise the asset related technical benefits and shortcomings inherent in each **Transmission Connection Option**;
- (iii) SONI shall appraise each **Transmission Connection Option** for operational issues, environmental impact and lifetime operational costs such as losses;
- (iv) To the extent that stakeholder engagement is required in relation to the development of a **Preferred Transmission Connection Option** then this shall be undertaken jointly by SONI and NIE Networks in a co-ordinated and co-operative manner, subject to Section D sub-paragraph 8.1. Each **Party's** role in such stakeholder engagement shall be determined by their respective responsibilities under the **TIA**. As a result, at each stage one **Party** may be more involved than the other depending on the nature of the stakeholder engagement required;
- (v) SONI shall be responsible for selecting the **Preferred Transmission Connection Option** to be taken forward for **Route Corridor Studies**, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (vi) SONI shall carry out **Route Corridor Studies** in order to identify potential **Route Corridors** and potential transmission substation site locations within which the **Preferred Transmission Connection Option** could be located, with NIE Networks, as the asset owner, providing support to SONI regarding asset related considerations;
- (vii) SONI shall define the potential **Route Corridors** and potential transmission substation sites, taking due account of NIE Networks' views. Where SONI's decision is not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;
- (viii) SONI shall select the **Preferred Route Corridor** and preferred transmission substation site location(s) taking due account of NIE Networks' input and stakeholder feedback. Where SONI's selection is

not consistent with NIE Networks' views an explanation of the decision shall be provided to NIE Networks;

- (ix) NIE Networks shall develop an initial design for the circuit **Route Alignment**, structure locations and transmission substation conceptual designs within the **Preferred Route Corridor**, and provide the designs to SONI;
- (x) SONI and NIE Networks shall co-operate to optimise the circuit **Route Alignment** and the transmission substation conceptual design; and
- (xi) NIE Networks shall select the preferred circuit **Route Alignment**, structure locations and the preferred transmission substation conceptual design taking due account of SONI's views. Where NIE Networks' decision is not consistent with SONI's views an explanation of the decision shall be provided to SONI.

10 Functional Specification

- 10.1 SONI shall provide a **Functional Specification** to NIE Networks in respect of each **Construction Project** which is ready for detailed design development.
- 10.2 The **Functional Specification** shall be complete and clear in all material respects and shall contain the terms substantially in the form set out in Schedule 6.
- 10.3 NIE Networks may at any time submit to SONI a request for a change to the **Functional Specification** a ("**Functional Specification Change Request**"). Each **Functional Specification Change Request** shall:
 - 10.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
 - 10.3.2 be submitted as soon as reasonably practicable after NIE Networks becomes aware of the need for such a change.
- 10.4 Where SONI receives a **Functional Specification Change Request** under sub-paragraph 10.3, SONI shall as soon as reasonably practicable:
 - 10.4.1 notify NIE Networks whether or not it intends to update the **Functional Specification**;
 - 10.4.2 where relevant, notify NIE Networks how it intends to update the **Functional Specification**, and
 - 10.4.3 where relevant, update the **Functional Specification**.
- 10.5 NIE Networks may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
 - 10.5.1 any notice issued under sub-paragraph 10.4.1 in response to a **Functional Specification Change Request**; or
 - 10.5.2 any failure by SONI to respond to a **Functional Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.

- 10.6 The **Functional Specification** shall remain as proposed by SONI, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 10.5.
- 10.7 Where a **Construction Project** excludes the delivery of **Contestable Works**, SONI shall be responsible:
- 10.7.1 for preparing a **Functional Specification** in relation to such **Contestable Works** in accordance with applicable NIE Networks policies, standards and specifications; and
 - 10.7.2 providing the **Functional Specification** to the **User** that is procuring the **Contestable Works** pursuant to the relevant **Contestable Offer** and providing the same **Functional Specification** to NIE Networks.

11 Design Specification

- 11.1 NIE Networks shall produce and provide to SONI a **Design Specification** in respect of each **Construction Project** for which SONI has provided a **Functional Specification**. For the avoidance of doubt:
- 11.1.1 NIE Networks shall not be required to produce a **Design Specification** in respect of any **Contestable Works** which are not included within the scope of a **Construction Offer**;
 - 11.1.2 SONI shall procure that the relevant **User** procuring such **Contestable Works** is responsible for the preparation of a **Design Specification** in relation to such works pursuant to the terms of the relevant **Contestable Offer**; and
 - 11.1.3 SONI may require NIE Networks to assist in relation to reviewing **Design Specifications** prepared by a **User** in respect of **Contestable Works** pursuant to the provisions of sub-paragraph 2.1.4 of Section B.
- 11.2 If reasonably requested by SONI NIE Networks shall provide preliminary design information relating to the **Design Specification** for the purposes of allowing the project to evolve. Once SONI has confirmed that a final **Design Specification** is to be produced this shall be provided by NIE Networks to SONI in accordance with any **Consents** obtained by SONI and shall contain the terms substantially in the form set out in Schedule 7.
- 11.3 SONI may at any time submit to NIE Networks a request for a change to the **Design Specification** a ("**Design Specification Change Request**"). Each **Design Specification Change Request** shall:
- 11.3.1 contain a description of the requested change (in reasonable but not excessive detail) and the reason for the request; and
 - 11.3.2 be submitted as soon as reasonably practicable after SONI becomes aware of the need for such a change.
- 11.4 Where NIE Networks receives a **Design Specification Change Request** under sub-paragraph 11.3, NIE Networks shall as soon as reasonably practicable:
- 11.4.1 notify SONI whether or not it intends to update the **Design Specification**;

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- 11.4.2 where relevant, notify SONI how it intends to update the **Design Specification**; and
- 11.4.3 where relevant, update the **Design Specification**.
- 11.5 SONI may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:
- 11.5.1 any notice issued under sub-paragraphs 11.4.1 or 11.4.2 in response to a **Design Specification Change Request**; or
- 11.5.2 any failure by NIE Networks to respond to a **Design Specification Change Request** within a reasonable period of time, taking into account the nature, complexity and urgency of the request.
- 11.6 The **Design Specification** shall remain as proposed by NIE Networks, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 11.5.

12 Construction

- 12.1 SONI and NIE Networks shall, throughout the construction and commissioning of the **Construction Project**:
- 12.1.1 co-operate and assist each other in respect of the **Construction Project**;
- 12.1.2 provide each other from time to time with relevant information to the extent that such information may materially affect the **Construction Project**; and
- 12.1.3 meet from time to time to agree arrangements to facilitate such development.
- 12.2 Without limitation to sub-paragraph 12.1, SONI and NIE Networks shall liaise throughout the construction and commissioning of the **Construction Project**.

13 Communications Plant

- 13.1 SONI and NIE Networks shall agree the **Communications Plant** to be provided and installed by NIE Networks and this may include, without limitation, **Communications Plant** to facilitate communications between the relevant **User** and SONI. Any failure to agree may be referred as a **Dispute** to the **Authority** in accordance with Section Q, sub-paragraph 4.1.

14 Site Responsibility Schedules

- 14.1 In order to inform site operational staff of agreed responsibilities for **Plant** and/or **Apparatus** at an operational interface, NIE Networks shall produce a **Site Responsibility Schedule** for each **Connection Site**, apart from **Bulk Supply Points**, and SONI shall provide NIE Networks with the information required to enable NIE Networks to prepare such **Site Responsibility Schedule**.
- 14.2 NIE Networks shall forward a **Site Responsibility Schedule** prepared by it pursuant to sub-paragraph 14.1 to SONI and agree any changes that may be required to such **Site Responsibility Schedule** with SONI. Upon finalisation of the **Site Responsibility Schedule** pursuant to this sub-paragraph 14.2, NIE Networks shall forward a duly

signed **Site Responsibility Schedule** to SONI and SONI shall promptly sign and procure signatures from the relevant **User** as required and forward such signed copy of the **Site Responsibility Schedule** back to NIE Networks.

14.3 Each **Site Responsibility Schedule** must have recorded on it the **Safety Rules** which apply to each item of **Plant** and/or **Apparatus** in accordance with Section G.

14.4 In carrying out their obligations under this paragraph 14, NIE Networks shall, and SONI shall procure that **Users** shall, comply with Appendix 1 of the **Connection Conditions** in the **Grid Code**.

15 Access

15.1 The provisions relating to access to an **NIE Networks Site** by **Users** and to a **User Site** by NIE Networks, are set out in the **Interface Agreement** between NIE Networks and the **User**.

15.2 In addition to the provisions relating to access referred to in sub-paragraph 15.1, where an **NIE Networks Site** contains exposed **HV** conductors, unaccompanied access will only be granted to individuals holding an **Authority for Access** issued by NIE Networks. The procedure for applying for **Authority for Access** is contained in the **Interface Agreement**.

16 Disconnection and Removal of Transmission Connection Assets

16.1 SONI shall provide six months notice to NIE Networks of the date that SONI intends to permanently disconnect **User Equipment** which is connected to the **Transmission System**.

16.2 Where SONI permanently disconnects a **User** which was connected to the **Transmission System**:

16.2.1 SONI shall procure that such **User** removes any of the **User Equipment** on NIE Networks' land within six months of the date of disconnection under sub-paragraph 16.1 or such longer period as may be agreed between NIE Networks and the **User**; and

16.2.2 NIE Networks shall remove any of its assets on the land of the **User** concerned within six months of termination under sub-paragraph 16.1 or such longer period as may be agreed between NIE Networks and the **User**.

16.3 NIE Networks shall give, and SONI shall procure that any relevant **User** gives, such rights to access land as are reasonably required in order to facilitate the removal of equipment pursuant to this paragraph 16.

17 Design Specification, Functional Specification and Testing and Commissioning in respect of Contestable Works which are not procured by NIE Networks

17.1 SONI and NIE Networks agree that they shall as soon as reasonably practicable develop and adopt such new **TIA Subsidiary Documents** as necessary to set out in detail the process which shall be adopted as between SONI and NIE Networks in respect of the **Design Specification, Functional Specification** and testing and

commissioning process in respect of **Contestable Works** which are to be procured by a party other than NIE Networks.

Section E Maintenance

1 Introduction

1.1 This Section E deals with maintenance of the **Transmission System**. It sets out:

1.1.1 the processes to enable SONI to meet the requirements of Directive 2009/72/EC, in terms of ensuring the maintenance of the **Transmission System**; and;

1.1.2 the processes by which SONI will provide certain operational data to NIE Networks to facilitate NIE Networks' efficient and timely maintenance of transmission equipment.

2 Maintenance of the Transmission System

2.1 NIE Networks agrees to maintain the **Transmission System** in accordance with NIE Networks' **Transmission Licence** and the TIA.

3 Asset Maintenance Policies

3.1 NIE Networks shall develop and maintain **Asset Maintenance Policies** covering all its transmission **Apparatus** and which shall be in accordance with **Good Industry Practice**.

3.2 NIE Networks may update any of its **Asset Maintenance Policies** from time to time and shall ensure that SONI is provided with the latest version of each of its **Asset Maintenance Policies**, in sufficient detail as is reasonably practicable, and shall identify those changes made to the previous versions of any **Asset Maintenance Policies** which have been updated.

3.3 SONI may at any time submit to NIE Networks a request to change any of NIE Networks' **Asset Maintenance Policies** and each such request shall include a description of the requested change and the reason for the requested change.

3.4 Where NIE Networks receives a request under sub-paragraph 3.3 from SONI, NIE Networks shall notify SONI whether or not and, where relevant, how it intends to accommodate the requested change.

3.5 Where NIE Networks agrees that a change is required to any of its **Asset Maintenance Policies** following a request under sub-paragraph 3.3 NIE Networks shall update the relevant **Asset Maintenance Policy** as soon as reasonably practicable taking into account the nature, complexity and urgency of the request and provide the updated document to SONI, identifying the changes made.

3.6 SONI may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:

3.6.1 any notice issued under sub-paragraph 3.4 in response to a request to change any of NIE Networks' **Asset Maintenance Policies** given in accordance with sub-paragraph 3.3; or

3.6.2 any failure by NIE Networks to respond to a request to change any **Asset Maintenance Policies** taking into account the nature, complexity and urgency of the request.

4 Annual Maintenance Plan

4.1 By the end of May of each year NIE Networks shall provide to SONI a copy of NIE Networks' **Annual Maintenance Plan** for the following calendar year.

4.2 The **Annual Maintenance Plan** shall set out in sufficient detail NIE Networks' plan for the maintenance of transmission **Apparatus** and shall include, as a minimum, risk management strategies, implementation proposals and a high level description of the work to be carried out.

4.3 SONI may submit to NIE Networks a request to change NIE Networks' **Annual Maintenance Plan** and each such request shall include a description of the requested change and the reason for the requested change.

4.4 Where NIE Networks receives a requested change under sub-paragraph 4.3 from SONI, NIE Networks shall notify SONI whether or not and (where relevant) how it intends to accommodate the requested change.

4.5 Where NIE Networks agrees that a change is required to the **Annual Maintenance Plan** following a request under sub-paragraph 4.3 NIE Networks shall update the **Annual Maintenance Plan** as soon as reasonably practicable taking into account the nature, complexity and urgency of the request and provide the updated **Annual Maintenance Plan** to SONI, identifying the changes made.

4.6 SONI may refer to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1:

4.6.1 any refusal notice issued under sub-paragraph 4.4 in response to a request to change the **Annual Maintenance Plan** under sub-paragraph 4.3; or

4.6.2 any failure by NIE Networks to respond to a request to change the **Annual Maintenance Plan** taking into account the nature, complexity and urgency of the request.

4.7 NIE Networks and SONI will keep the implementation of the **Annual Maintenance Plan** under review and will meet regularly to monitor the effective delivery of the **Annual Maintenance Plan**.

5 Operational Information

5.1 NIE Networks may request from SONI, and SONI shall provide, such information as relates to the operation of transmission **Apparatus** which will enable NIE Networks to plan the efficient maintenance of the **Transmission System**.

Section F **Transmission Outages**

1 **Introduction**

- 1.1 This Section F deals with the scheduling and implementation of **Outages** on the **Transmission System**, and sets out the processes for:
- 1.1.1 the co-ordinated development of the **Outage Plan** (as defined in sub-paragraph 2.1 below) by NIE Networks and SONI;
 - 1.1.2 the real-time implementation of each **Outage** through a pre-agreed **Outage Implementation Process**; and
 - 1.1.3 the reinstatement of **Transmission Services** where they have been reduced due to an **Outage**, where so directed by SONI.

2 **The Outage Plan**

- 2.1 SONI shall develop and maintain for the purposes of this TIA an **Outage Plan** of the **Outages** which are planned to occur on the **Transmission System** and, where they may have a material effect on the **Transmission System**, those **Outages** which SONI has been informed by the **RoI TSO** are planned to occur on the **RoI Transmission System**, in each case in respect of each current and each of the following three calendar years (the "**Outage Plan**").

3 **NIE Networks Outage Requests**

- 3.1 NIE Networks shall co-operate with and assist SONI in SONI's development of the **Outage Plan**, by submitting to SONI by the end of May each year a list of transmission items which NIE Networks requests access to in the following calendar year and which may in this event require isolation from the **Transmission System**. NIE Networks shall ensure that such submission is as complete as is reasonably practicable and contains, without limitation:
- 3.1.1 details of the technical limits which NIE Networks anticipates will apply to its **Transmission Services** whilst they are the subject of or are affected by an **Outage** (where not otherwise specified, **Transmission Services** that are the subject of, or affected by, an **Outage** shall be deemed to be wholly withdrawn);
 - 3.1.2 information which assists SONI with the efficient planning of **Outages**, including the relationship, if any, between each **Outage** and any other proposed **Outages**;
 - 3.1.3 an indication of the importance which NIE Networks ascribes to each **Outage**;
 - 3.1.4 details of NIE Networks' flexibility in respect of each **Outage**;
 - 3.1.5 information on other concurrent **Outages** required for reasons of safety clearances, or any other reason; and

- 3.1.6 the **Emergency Return to Service Time** for those parts of the **Transmission System** associated with each **Outage** (including, where appropriate, a statement of the steps that would be taken to restore the provision of the relevant associated **Transmission Services** or such alternative steps as SONI and NIE Networks may agree are intended to give a similar or substitutive effect and, where such steps do not restore such **Transmission Services** to their **Normal Capability Limits**, the limits which would otherwise apply).

4 Development of the Outage Plan

- 4.1 In accordance with the provisions of this Section F, NIE Networks and SONI shall participate in activities which will enable SONI to develop the **Outage Plan**.
- 4.2 SONI may involve NIE Networks, who shall participate as requested by SONI, in any discussions or correspondence with **Users** and other third **Parties** from time to time relating to the **Outage Plan**.
- 4.3 SONI shall update the **Outage Plan** from time to time to reflect the best and most current information available to it and in such detail as is reasonably practicable and appropriate at the time.
- 4.4 NIE Networks shall, at the request of SONI, take all reasonably practicable steps to assist SONI in co-ordinating and facilitating User **Outages** and **Outages** on the **RoI Transmission System**.
- 4.5 SONI shall ensure that, to the extent that it is reasonable and appropriate to do so NIE Networks is provided with the most up-to-date version of the **Outage Plan**; and in each case, SONI shall identify those changes made to the **Outage Plan** since the previous versions provided to NIE Networks.
- 4.6 In the course of developing the **Outage Plan**, SONI shall, to the extent that it is reasonable and practicable to do so take into account:
- 4.6.1 NIE Networks' submission pursuant to sub-paragraph 3.1;
- 4.6.2 NIE Networks' submission pursuant to Section C, sub-paragraph 4.3; and
- 4.6.3 any **Outage** requirements set out in a **Construction Offer**.
- 4.7 Any difference or disagreement arising between the **Parties** in relation to the manner in which NIE Networks' requests are included or not included in the **Outage Plan** shall be referable to the **Authority** by NIE Networks as a **Dispute** under Section Q, sub-paragraph 4.1.

5 Issue of the Final Version of the Outage Plan

- 5.1 By the end of July in each year, SONI shall issue to NIE Networks for comment such parts of the **Outage Plan** which cover **Outages** for the following calendar year.
- 5.2 By the end of September in each year, SONI shall ensure that the **Outage Plan** takes into account (insofar as is reasonable and practicable) any information or feedback received from NIE Networks, pursuant to sub-paragraph 5.1, and from **Users** and

otherwise, and shall revise and issue to NIE Networks such parts of the **Outage Plan** as cover **Outages** for the following calendar year, the "**Final Version of the Outage Plan**".

- 5.3 For the avoidance of doubt, any involvement or discussions of NIE Networks with SONI or **Users** or other third **Parties** under this paragraph 5 shall be in addition to NIE Networks' right to request change(s) to the **Outage Plan** for the following calendar year under paragraph 6.

6 Change Process Following Issue of the Final Version of the Outage Plan

- 6.1 This paragraph 6 shall only apply to the **Final Version of the Outage Plan**.

- 6.2 As soon as NIE Networks becomes aware that it requires a change to the **Final Version of the Outage Plan**, including any requirement for:

- 6.2.1 a new **Outage**;
- 6.2.2 changes to the scheduled dates or times for an agreed **Outage**;
- 6.2.3 cancellation of an agreed **Outage**; or
- 6.2.4 changes to details provided under sub-paragraphs 3.1,

NIE Networks shall submit a request for change to the **Final Version of the Outage Plan** to SONI including with such request a brief description of the reason(s) for the change.

- 6.3 As soon as SONI becomes aware that a change is required to the **Final Version of the Outage Plan**, including any requirement for a change to the scheduled dates or times for, or cancellation of an agreed **Outage**, SONI shall notify NIE Networks of such change to the **Final Version of the Outage Plan** with a brief description of the reason(s) for the change.
- 6.4 A request made or notification provided pursuant to sub-paragraphs 6.2 or 6.3 may be made or provided verbally where it is necessary and expedient to do so, provided that such request or notice is confirmed in writing as soon as reasonably practicable by the **Party** making it.
- 6.5 Any request for a new **Outage** made pursuant to sub-paragraph 6.2 shall include, to the extent reasonably practicable, the matters set out in sub-paragraph 3.1.
- 6.6 Following a request made or notification provided for a change to the **Final Version of the Outage Plan** made pursuant to sub-paragraphs 6.2 or 6.3, NIE Networks and SONI shall agree how the change may be accommodated. Any failure to agree shall be referable by either **Party** to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1.
- 6.7 SONI shall promptly update the **Final Version of the Outage Plan** to adopt any change agreed pursuant to sub-paragraph 6.6 and in the event of a failure to agree SONI may, at its discretion, give effect to a change, including by updating the **Final Version of the**

Outage Plan to adopt such change, subject to any subsequent determination of a **Dispute** referred to the **Authority** pursuant to sub-paragraph 6.6.

7 The Implementation of Outages

7.1 SONI and NIE Networks shall jointly prepare for each **Outage** by agreeing a reasonably prudent period beforehand:

7.1.1 the process required to be undertaken by each **Party** in order to implement the **Outage** in accordance with the **Outage Plan**,

7.1.2 contingency measures to be undertaken; and

7.1.3 the associated configuration of the **Transmission System** that will be required, referred to as the "**Outage Implementation Process**" and any failure to agree shall be referable to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1.

7.2 In the event that SONI and NIE Networks shall at any time be unable to agree the **Outage Implementation Process** to apply in respect of an **Outage**, the **Outage Implementation Process** shall be as directed by SONI subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 7.1.

7.3 SONI and NIE Networks shall each comply with and undertake such actions as are required of them under and in accordance with the **Outage Implementation Process**.

7.4 NIE Networks and SONI shall at all times up to the end of an **Outage** also keep the information provided to each other in connection with each **Outage** in the **Outage Plan** under review and shall promptly notify the other **Party** of any changes in circumstances requiring changes to such information.

7.5 Where either **Party** becomes aware of any matter which may affect its ability to meet its obligations pursuant to an **Outage Implementation Process**, it shall promptly notify the other **Party** and both shall agree a change to such **Outage Implementation Process**. Any failure to agree shall be referable to the **Authority** by either **Party** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1.

7.6 In the event that SONI and NIE Networks shall at any time be unable to agree a change to an **Outage Implementation Process** under sub-paragraph 7.5, such **Outage Implementation Process** shall be remain unchanged, subject to the subsequent determination of any **Dispute** referred to the **Authority** pursuant to sub-paragraph 7.5.

8 Emergency Return to Service During an Outage

8.1 SONI may at any time direct that NIE Networks discontinues an **Outage** within the relevant **Emergency Return to Service Time**, whether or not expiry of the planned period of the **Outage** is otherwise imminent, by so notifying NIE Networks, provided that:

8.1.1 SONI shall consult with NIE Networks before issuing any such direction (any **Dispute** in relation to a direction made by SONI pursuant to this sub-paragraph

8.1 shall be referable to the **Authority** as a **Dispute** in accordance with Section Q, sub-paragraph 4.1; and

8.1.2 pending the subsequent resolution of any **Dispute** referred to the **Authority** under sub- paragraph 8.1.1, NIE Networks shall, if SONI so requests, take the steps proposed in relation to such **Outage** pursuant to sub- paragraph 3.1.6 of this Section F (or as otherwise agreed with SONI) to restore the provision of **Transmission Services**.

8.2 A direction notified pursuant to sub-paragraph 8.1 may be notified verbally where it is necessary and expedient to do so, provided that SONI confirms such direction in writing as soon as reasonably practicable.

Section G Safety

1 Safety Rules

1.1 SONI shall comply with the NIE Networks **Safety Rules**, as at 1 November 2007, and other relevant documented procedures and instructions agreed between the **Parties** from time to time, including:

1.1.1 **Safety Rule Instructions**; and

1.1.2 **Specialised Procedures**.

1.2 SONI agrees to provide effective support to, and participate in, the affairs of the Electrical and Mechanical Safety Advisory Committee (EMSAC), being the body which approves the NIE Networks **Safety Rules**.

1.3 NIE Networks shall provide to SONI a copy of, and any updates to, the NIE Networks **Safety Rules** as applicable from time to time.

2 User and NIE Networks Safety Requirements

2.1 NIE Networks shall comply with:

2.1.1 Operating Code No 6, of the **Grid Code** ("OC6"); and

2.1.2 the relevant safety related part of the Connection Conditions of the Connection Conditions of the **Grid Code**;

(each as amended from time to time).

2.2 SONI shall comply with, and require a **User** to agree to comply with, OC6 and the relevant safety related part of the Connection Conditions of the **Grid Code** where and to the extent that such section applies to SONI and the **User**. Where SONI becomes aware that a **User** is not complying with OC6 and the relevant safety related part of the Connection Conditions of the **Grid Code** where and to the extent that such section applies to the **User** SONI shall procure that the **User** shall comply (by enforcing the relevant requirements of the **Grid Code** where appropriate).

2.3 SONI shall ensure that no busbar protection, mesh corner protection, circuit-breaker fail protection relays, AC or DC wiring (other than power supplies of DC tripping associated with a generating unit itself) may be worked upon or altered by **Generator** personnel in the absence of a representative of NIE Networks or written authority from NIE Networks.

2.4 Where NIE Networks owns the busbar protection at the Connection Site, SONI shall ensure that no busbar protection, circuit-breaker failure protection relays, AC or DC wiring (other than power supplies of DC tripping associated with the **User** Apparatus itself) may be worked upon or altered by the **User** personnel in the absence of a representative of NIE Networks or written authority from NIE Networks.

- 2.5 NIE Networks shall use its best endeavours to provide a representative or to submit a written authority to SONI on request from SONI for the purposes of paragraphs 2.3 and 2.4.
- 2.6 SONI and NIE Networks agree that neither shall work upon or alter any **Generating Unit Protection** unless SONI (with the agreement of NIE Networks) has given the **Generator** a reasonable opportunity for a representative of the **Generator** to attend as provided for in the **Grid Code**.

3 Safety and the Environment

- 3.1 For the avoidance of any doubt, nothing in or pursuant to this TIA shall:
- 3.1.1 be taken to require a **Party** to do anything which could or would be unsafe or contrary to that **Party's** environmental obligations; nor
 - 3.1.2 prevent a **Party** from doing anything which could or would be unsafe or contrary to that **Party's** environmental obligations to omit to do.
- 3.2 NIE Networks shall notify SONI in the event that, and as soon as it:
- 3.2.1 becomes aware that, for safety purposes or pursuant to environmental obligations NIE Networks is reasonably likely to configure, or has urgently had to configure, any part of its **Transmission System** or otherwise take any steps other than in accordance with a direction from SONI; or
 - 3.2.2 becomes aware that, for safety purposes or pursuant to environmental obligations of NIE Networks, it is reasonably likely to be, or has been, prevented, restricted or delayed from complying with a direction from SONI in relation to the configuration of any part of its **Transmission System**.
- 3.3 Each **Party** shall use its reasonable endeavours to identify and remove or lessen the likelihood of any circumstances arising in which such **Party** might seek to place reliance upon the provisions of paragraph 2 including, without limitation, by discussing such issues with the other **Party** where appropriate.

Section H Testing and Commissioning

1 Introduction

- 1.1 This Section H deals with the **Testing** of the **Transmission System** and arrangements between the **Parties** to facilitate the testing and commissioning of **User Equipment**.

2 Testing the Transmission System

- 2.1 Where reasonably requested by SONI, NIE Networks shall, to the extent that it is reasonably practicable:

2.1.1 carry out **Tests** on the **Transmission System**; and

2.1.2 shall co-operate with the carrying out of **Tests** on the **RoI Transmission System**.

- 2.2 Where reasonably requested by SONI, NIE Networks shall provide access to its **Test** results in relation to any of its **Plant** or **Apparatus**.

3 Commissioning and on-load testing of User Equipment

- 3.1 NIE Networks shall, where requested by SONI, assist with the commissioning and on-load testing of **User Equipment** or equipment for which a User is responsible and SONI shall pay **Reasonable Charges** to NIE Networks in respect of any assistance so provided.

Section I Emergency Support

1 Emergency Assistance

1.1 In the event of an emergency on the **Transmission System:**

1.1.1 SONI will liaise with NIE Networks as necessary to enable NIE Networks to meet its customer service obligations; and

1.1.2 In accordance with the procedures agreed between the **Parties**, NIE Networks will provide assistance to SONI to ensure that the necessary field services can be carried out including as necessary to implement black start procedures under the **Power System Restoration Plan**.

1.2 SONI shall provide to NIE Networks a copy of the **Power System Restoration Plan** and shall ensure that NIE Networks is also provided with any updated version as soon as is reasonably practicable, highlighting changes made to the previous version.

Section J Event Reporting and Joint Investigations

1 Notification of Events and Significant Incidents

- 1.1 **Events:** Each **Party** shall, as soon as it becomes aware of any **Event** on the **Transmission System** or on a **User System** which has had or may have an **Operational Effect** on the **Transmission System** or a **User System**, or may, in the case of NIE Networks, have an effect which is equivalent to an **Operational Effect** on the **RoI Transmission System**, notify the other **Party** (either verbally or in writing), as a matter of urgency of the occurrence of the **Event**, to the extent that such information is not otherwise provided pursuant to Section B, sub-paragraph 6.3.
- 1.2 A notification of an **Event** (and any response to a question raised under sub-paragraphs 1.3 or 1.7) shall be of sufficient detail to describe the **Event** although it need not state the cause of the **Event** and, subject to that will be of sufficient detail to ensure that the other **Party** can reasonably consider and assess the implications and risks arising.
- 1.3 Either **Party** may enquire of the other whether an **Event** has occurred. If it has, and the other **Party** is of the opinion that it may have had an **Operational Effect**, it shall notify the enquiring **Party**.
- 1.4 The recipient may ask questions to clarify the notification and the **Party** notifying will insofar as it is able (although it need not state the cause of the **Event**) answer any questions raised.
- 1.5 Where an **Event** on the **Transmission System** which has been notified by NIE Networks falls to be reported by SONI to the **RoI TSO** under the **SOA**, SONI will include in that report the information which it has been given by NIE Networks in relation to the **Event**.
- 1.6 Information forwarding: A **Party**, where reasonably requested to do so by the other **Party**, shall provide assistance to enable the **Requesting Party** to answer any questions from or otherwise provide information to any person in relation to an **Event** or **Significant Incident** on the **Transmission System**. Such assistance provided under this sub-paragraph may include the provision of information on the general nature of the incident (but not the cause of the incident) and (if known and if power supplies have been affected) an estimated time of return to service.
- 1.7 Each **Party** may (irrespective of whether or not it has received a notification under sub-paragraph 1.1), in its discretion, determine that an **Event** is a **Significant Incident** and request that the other **Party** prepare and submit a report in accordance with sub-paragraph 1.1.
- 1.8 Each **Party** (the "**Responding Party**") shall, if requested to do so by the other **Party** (the "**Requesting Party**") pursuant to sub-paragraph 1.6, prepare and submit a written report to the **Requesting Party** as soon as reasonably practicable in relation to a **Significant Incident** which shall include, without limitation, the following information:
 - 1.8.1 a description of the **Significant Incident** (including, without limitation, any associated **Services Reduction** or **Service Reduction Risk**);

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- 1.8.2 the time and date of the **Significant Incident**;
 - 1.8.3 the location(s) of the **Significant Incident**;
 - 1.8.4 **Plant** and/or **Apparatus** directly involved (and not merely affected by the **Event(s)** giving rise to the **Significant Incident**); and
 - 1.8.5 any other information reasonably requested by the **Requesting Party** in relation to the **Event** or **Significant Incident**.
- 1.9 A report under sub-paragraph 1.8 will contain a confirmation of the information submitted in relation to the original **Event** together with the further details on the **Significant Incident**, although it (and any response to any question asked) need not state the cause of the **Event** and such further information which has become known since the notification of the original **Event**. The recipient may ask questions to clarify the notification and the **Party** notifying will insofar as it is able (although it need not state the cause of the **Event**) answer any questions raised.

2 **Joint Investigations**

- 2.1 Where a **Significant Incident** has occurred either **Party** may request in writing to the other **Party**, that a **Joint Investigation** be conducted.
- 2.2 As soon as reasonably practicable following a request under sub-paragraph 2.1, the **Parties** shall endeavour to agree whether to undertake a **Joint Investigation** and any matters related to the conduct of such **Joint Investigation** and which may include, without limitation:
- 2.2.1 where requested by SONI, and where the **Significant Incident** has had an **Operational Effect** on a **User System** or where the **Significant Incident** has occurred on the **User System** and has had an **Operational Effect** on the **Transmission System**, the involvement of any **User(s)**;
 - 2.2.2 where requested by SONI, and where the **Significant Incident** has had an **Operational Effect** on the **RoI Transmission System** or where the **Significant Incident** has occurred on the **RoI Transmission System** and has had an **Operational Effect** on the **Transmission System**, the involvement of the **RoI TSO**;
 - 2.2.3 whether the **Joint Investigation** should also deal with any **Related Significant Incidents**;
 - 2.2.4 the form and rules of and procedure for conducting the **Joint Investigation**; and
 - 2.2.5 provisions for dealing with the costs of the **Joint Investigation**.
- 2.3 For the avoidance of doubt:
- 2.3.1 a **Joint Investigation** shall not be conducted unless both **Parties** have reached agreement pursuant to sub-paragraph 2.2; and

2.3.2 a **Joint Investigation** shall not constitute, and shall remain separate from, any **Dispute** otherwise arising pursuant to Section Q.

3 Performance Standards

3.1 Each **Party** (the first **Party**) shall provide to the other **Party** (the second **Party**) any information in the first **Party's** possession which is required by the second **Party** to enable it to provide reports to the **Authority** pursuant to, as appropriate, Condition 20 of SONI's **Transmission Licence** and Condition 19 of NIE Networks' **Transmission Licence**.

Section K Interface Agreements

1 Requirement to Enter into an Interface Agreement

- 1.1 NIE Networks shall, and SONI shall procure that each relevant **User** shall, enter into an **Interface Agreement** in relation to each location at which **User Equipment** and **Transmission Apparatus**, required to connect that **User** to the **Transmission System**, are situated. In this Section K a “relevant **User**” shall not include Kilroot Power Limited, Premier Power Limited and Coolkeeragh ESB Limited in relation to respectively Kilroot Power Station, Ballylumford Power Station and Coolkeeragh Power Station.
- 1.2 The **Interface Agreement** shall be in a form to be agreed between NIE Networks and the relevant **User** but will address the areas set out in paragraph 2. NIE Networks will develop a pro forma **Interface Agreement** which will cover the topics listed in paragraph 2, within 12 months of 1 November 2007 or such longer period as the **Authority** may direct.
- 1.3 NIE Networks shall notify SONI as soon as reasonably practicable after it has concluded an **Interface Agreement** with a **User**.

2 Outline of the Interface Agreement

- 2.1 The general outline of the main provisions which contained in an interface agreement between NIE Networks and Generators is as follows:
 - 2.1.1 Parties
 - 2.1.2 Definitions and Interpretation
 - 2.1.3 Commencement and term
 - 2.1.4 Rights of Access
 - 2.1.5 Health and Safety
 - 2.1.6 Limitation of Liability
 - 2.1.7 Governing Law
 - 2.1.8 Confidentiality and Announcements
 - 2.1.9 Disputes

Section L Energisation and De-Energisation

- 1** On notification from SONI, NIE Networks shall promptly comply with any instruction in relation to:
 - 1.1** the **Energisation of User Equipment** specified in such notice; or
 - 1.2** the **De-Energisation of User Equipment** specified in such notice.

Section M Communications and Confidentiality

1 Introduction

1.1 This Section M sets out:

1.1.1 general obligations on the use of certain information; and

1.1.2 provisions on the types of information which may be provided by SONI to NIE Networks under this TIA.

2 General Restriction on the Use of Certain Information

2.1 NIE Networks shall comply with the obligations contained in Condition 10 of its **Transmission Licence**.

2.2 SONI shall comply with the obligations contained in Condition 11 of its **Transmission Licence**.

3 Data Exchange

3.1 Paragraphs 4, 5, 6 and 7 of this Section M set out the information and data permitted to be **Disclosed** by SONI to NIE Networks pursuant to the TIA.

3.2 For the purposes of this Section M, **User Data** shall include data relating to **Users** of the **RoI Transmission System** and data of the **RoI TSO**, but shall not include **Transmission Information**.

4 General Principles

4.1 SONI may **Disclose** any information or data to NIE Networks, other than **User Data** or **Transmission Information** and other Protected Information (as defined in the SONI **Transmission Licence**) all of which may only be **Disclosed** in accordance with this Section M.

4.2 Where required to **Disclose User Data** or **Transmission Information** to NIE Networks, in accordance with a provision of this TIA, SONI shall:

4.2.1 only **Disclose User Data** or **Transmission Information** which, in its reasonable opinion, is necessary for NIE Networks to comply with this TIA, its **Transmission Licence** or a **Construction Agreement**;

4.2.2 be entitled to **Disclose Transmission Information** derived from information already held by NIE Networks; and

4.2.3 be entitled to **Disclose** corrections to any errors in **User Data** or **Transmission Information** previously **Disclosed** by it to NIE Networks.

4.3 For the avoidance of doubt:

4.3.1 nothing in this Section M shall be taken to require SONI to **Disclose User Data** or **Transmission Information** to NIE Networks;

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- 4.3.2 sub-paragraph 4.2.3 is limited to the correction to errors and shall not permit SONI to update **User Data** or **Transmission Information** held by NIE Networks other than in accordance with the process or timeframe specified for such updates in this TIA; and
- 4.3.3 **Transmission Information** shall not include information related to or forming part of any administrative process under this TIA including, without limitation, invoices, credit notes, contact details of staff and office locations.
- 4.4 SONI may **Disclose** to NIE Networks any **User Data** or **Transmission Information** forming part of a **Construction Application**.
- 4.5 NIE Networks shall provide to SONI any **Transmission Information** in its possession not specifically listed in this Section M but reasonably requested by SONI in order to enable SONI to meet a requirement of its **Transmission Licence** or this TIA.

5 General Transmission Information

- 5.1 SONI may **Disclose** the following **Transmission Information** to NIE Networks:
- 5.1.1 specifications of any current or future SONI IT or communications system(s) and the operation and maintenance of such system(s);
- 5.1.2 information incidental to the development of the form of the **Transmission Services Specification**;
- 5.1.3 any information in, or related to the development of emergency or supply restoration procedures;
- 5.1.4 information forming part of or related to the conduct of a **Joint Investigation**;
- 5.1.5 numbering or nomenclature information;
- 5.1.6 information for the purpose of safety co-ordination including, without limitation, **Safety Rules** and information relating to **Site Responsibility Schedules**;
- 5.1.7 information related to the development or conduct of tests, but not including the results of such tests (except and to the extent that such results are otherwise permitted to be **Disclosed** under this Section M);
- 5.1.8 information related to the subject matter of any **Dispute** referred to arbitration under Section D, paragraph 5;
- 5.1.9 information related to the subject matter of any **Dispute** referred to the **Centre for Effective Dispute Resolution** under Section Q; and
- 5.1.10 information forming part of any notice of **Force Majeure**.

6 Transmission Information

- 6.1 SONI may **Disclose** the following **Transmission Information** to NIE Networks:

-
- 6.1.1 **System Data** relating to the Transmission System and the **RoI Transmission System** required for transmission planning purposes;
 - 6.1.2 demand data and estimated demand values for the **All-Island Transmission Networks** relating to the current and each of the following six **Financial Years**;
 - 6.1.3 details of and reasons for **Operational Capability Limits** or other limits or conditions notified pursuant to Section B, sub-paragraph 6.3.2 being exceeded or breached;
 - 6.1.4 details of any **Event, Significant Incident** or other circumstance which will or is likely to materially affect the provision of **Transmission Services** by NIE Networks including, but not limited to, the information set out in Section J; and
 - 6.1.5 information in respect of the **Power System Restoration Plan**.

7 User Data

- 7.1 SONI may **Disclose** the following **User Data** to NIE Networks:
 - 7.1.1 numbering or nomenclature information;
 - 7.1.2 information which has been made available in accordance with the **Trading & Settlement Code** to all **T&SC** parties;
 - 7.1.3 information for the purpose of safety co-ordination including, without limitation, **Safety Rules, Site Responsibility Schedules** and **Local Safety Instructions**;
 - 7.1.4 information submitted to SONI under Appendix A to the **Planning Code** and the equivalent in the **SOA**;
 - 7.1.5 **RoI System Planning Data**;
 - 7.1.6 forecast(s) of which **Users** will be connected to the **All-Island Transmission Networks** at any time or times during the current or following six **Financial Years**;
 - 7.1.7 SONI's forecast(s) of the **Ranking Order** for the **All-Island Transmission Networks**, specifying relevant individual generation units connected to the **All-Island Transmission Networks** at any time or times during the current or following six **Financial Years**;
 - 7.1.8 the high level results of any economic studies undertaken for the purpose of assessing options for investment planning or **Construction Projects**, but not including the detailed content or analysis in such studies; and
 - 7.1.9 any changes which the **RoI TSO** is planning to undertake to the **RoI Transmission System** in the current or following six **Financial Years** and which will or may materially affect the planning or development of parts of the **Transmission System**.

7.1.10 SONI may **Disclose** the following **Transmission Information** and **User Data** to NIE Networks provided that **Disclosure** is only made in connection with a **Construction Agreement**:

7.1.11 information related to commissioning or on-load testing;

7.1.12 information incidental to the disconnection of **Users** or removal of **User Equipment** or **Plant** and **Apparatus**;

7.1.13 information in relation to the sub-contractors of the relevant **User**;

7.1.14 the grounds for any discontinuation, postponement or delay of **Works** or other activities under the **Construction Agreement**;

7.1.15 regulations in relation to site access made by a relevant site owner or occupier;

7.1.16 information forming part of, or incidental to the development of, the **Construction Programme** or **Commissioning Programme**, including information in relation to **User Works** where this is necessary for the development of such **Construction Programme** or **Commissioning Programme**;

7.1.17 any statement of liquidated damages.

8 Information required by SONI from NIE to develop transmission use of system tariff

8.1 NIE Networks shall provide to SONI on an annual basis information as set out in schedule 5. NIE Networks shall use its best endeavours to provide the information within the timescales detailed in schedule 5. Each **Party** shall comply with any reasonable request from the other **Party** for such assistance or further information as may be required in connection with providing the information required under schedule 5. NIE Networks source the profile information under contract, and under the terms of that contract SONI agrees to sign a disclaimer letter before any of profile data detailed below is provided.

Section N Charges and Payments

1 Introduction

1.1 This Section N sets out:

1.1.1 the constituent parts of **NIE Networks Charges** that are payable by SONI to NIE Networks;

1.1.2 the constituent parts of **SONI Charges** that are payable by NIE Networks to SONI;

1.1.3 the invoicing and payment arrangements for **NIE Networks Charges** and **SONI Charges** and other payments payable by either **Party** under this TIA or a **Construction Agreement** or a **Transmission Project Agreement**, including the dates upon which such payments fall due;

1.1.4 arrangements for dealing with **Disputes** regarding **NIE Networks Charges** and **SONI Charges** and other amounts payable under this TIA or a **Construction Agreement** or a **Transmission Project Agreement**; and

1.1.5 provisions in relation to the payment of interest on late payments and rights of **Dispute** in relation to payments and otherwise pursuant under this Section N.

2 NIE Networks Charges

2.1 SONI shall pay to NIE Networks **NIE Networks Charges** comprising the following:

2.1.1 **General System Charges**; and

2.1.2 **Site-Specific Charges**.

2.2 The detailed description and method of calculation of **General System Charges** and **Site-Specific Charges** shall be as set out and specified in, and determined in accordance with, the statement prepared in accordance with Condition 22 of NIE Networks' **Transmission Licence** and approved by the **Authority**.

3 SONI Charges

3.1 NIE Networks shall pay to SONI **SONI Charges** in accordance with the provisions of all **Construction Agreements** and **Transmission Project Agreements**.

3.2 Any such charges shall be in accordance with the respective price control arrangements for NIE Networks and SONI or such other regulatory arrangements as SONI has agreed with the **Authority** are applicable to the relevant **Construction Agreement** or **Transmission Project Agreement**.

4 Invoicing and Payment

-
- 4.1 Each **Party** shall invoice the other **Party** in accordance with the provisions of this Section N, unless otherwise specified in this TIA, or a **Construction Agreement** or a **Transmission Project Agreement** or as agreed between NIE Networks and SONI.
- 4.2 Each **Party** shall pay **SONI Charges** or **NIE Networks Charges**, as appropriate, in the following manner:
- 4.2.1 in the case of recurrent monthly charges or other payments, on the later of:
- 4.2.1.1 the 15th day following the day that the invoice was despatched; and
- 4.2.1.2 the 16th day of the month to which the invoiced charges or other payments relate,
- unless, in any such case, such payment day is not a **Business Day** in which case payment shall be made on the next **Business Day**; or
- 4.2.2 where payments are payable other than monthly, within thirty days of the date of the invoice.
- 4.3 The dates for payment as set out in paragraphs 4.2.1.1 and 4.2.1.2 above shall constitute, in each case, the "**Due Date**" for the purposes of this Section N.
- 4.4 All payments under this Section N shall be made in Pounds Sterling by the variable direct debit method, or such other form of banker's automated payment or other payment method or currency as shall be approved by either **Party**, to the account number, bank and branch as each **Party** may from time to time notify the other **Party**.
- 4.5 Each **Party** shall provide such bank account information as the other **Party** reasonably requires from time to time in order to process payments in accordance with this Section N or otherwise under this TIA or a **Construction Agreement** or a **Transmission Project Agreement**.
- 4.6 All payments payable under this TIA and each **Construction Agreement** or a **Transmission Project Agreement** are (unless otherwise specified in this TIA, such **Construction Agreement** or a **Transmission Project Agreement** or as agreed between the **Parties**) exclusive of VAT, which shall be added to such payments, if applicable at the rate applicable at such time. All invoices pursuant to this Section N must be valid VAT invoices and shall set out the requisite details of the taxable supply to which the given invoice relates.
- 4.7 All payments under this TIA shall (except to the extent otherwise required by law) be paid in full, free and clear of and without deduction set off or deferment, save as otherwise agreed by NIE Networks and SONI or pursuant to a direction, other decision or award following a **Dispute** referred under paragraph 5.1 below.
- 4.8 Nothing in this Section N shall be construed as preventing either **Party** from withdrawing and replacing (without affecting the **Due Date** for payment) any invoice or associated statement before the **Due Date** for payment of such invoice, by agreement with the other **Party**, where a **Party** is aware of any error in such invoice or associated statement.

5 Disputes

- 5.1 Any **Disputes** arising out of or in relation to **NIE Networks Charges** or **SONI Charges** or other payments under a **Construction Agreement**, a **Transmission Project Agreement**, this TIA or otherwise pursuant to this Section N, may be referred by either **Party** to the **Authority** as a **Dispute** in accordance with Section Q paragraph 4.1.
- 5.2 If either **Party** disputes any amount shown in an invoice or statement as payable by it in respect of **SONI Charges** or **NIE Networks Charges**, as appropriate, or other payments payable under a **Construction Agreement** or a **Transmission Project Agreement** or otherwise under this Section N, each **Party** shall nevertheless pay the amount shown in full and may not withhold payment or any part thereof, but without prejudice to each **Party's** right subsequently to refer such invoice or statement as a **Dispute** pursuant to paragraph 4.1 above.

6 Interest on Late Payment

- 6.1 If any charges or payments payable under this TIA or a **Construction Agreement** or a **Transmission Project Agreement** are not paid by a **Party** on or before the **Due Date**, unless otherwise specified in this TIA, such **Construction Agreement** or **Transmission Project Agreement** or otherwise agreed between SONI and NIE Networks, then that **Party** shall pay interest to the other **Party** at the **Default Interest Rate** on the unpaid charge or payment from the **Due Date** until the day on which payment is made.

7 Credits and Receivables

- 7.1 The following shall apply in relation to **Credits** and **Receivables** arising in relation to a periodic payment arising under a **Relevant Contract** where **SEM Go-Live** falls within the relevant payment period:
- 7.1.1 Where **Credits** are incurred before **SEM Go-Live** or attributable to any period prior to **SEM Go-Live** (whether or not invoiced, assessed or otherwise claimed at **SEM Go-Live** and whether or not due and payable at **SEM Go-Live**) they shall be borne and shall be paid by NIE Networks to SONI. All **Credits** incurred after **SEM Go-Live** shall be borne and paid by SONI.
- 7.1.2 To the extent that **Receivables** have accrued up to and including **SEM Go-Live** they shall belong to NIE Networks and shall be payable by NIE Networks to SONI. All **Receivables** accruing after **SEM Go-Live** shall belong to and be payable to and enforceable by SONI.
- 7.1.3 Where any **Credit** or **Receivable** is in the nature of a periodical payment or receivable and relates to a period which falls before and after **SEM Go-Live** it shall (unless the **Parties** agree otherwise) be apportioned on a time-apportioned basis according to the number of calendar days in the period.
- 7.2 For the purposes of this paragraph 6:

"**Credits**" means all sums owed by NIE Networks or SONI to any other **Party** pursuant to a periodic payment under a **Relevant Contract**;

"**Receivables**" means all sums owed to NIE Networks or SONI by any other **Party** pursuant to a periodic payment under a **Relevant Contract**;

"**Relevant Contract**" means all contracts novating from NIE Networks to SONI; and

"**SEM Go-Live**" means the time and date designated as such by the **Authority** (with the consent of the **Department**) for the purposes of licences granted under the **Order** being the commencement date for a number of matters including the Single Electricity Market (as defined in the **Transmission Licences**).

Section O General Provisions

1 Introduction

1.1 This Section O sets out those provisions that are generic to this TIA including:

- 1.1.1 general provisions governing the working and effect of the TIA; and
- 1.1.2 other provisions outlining the legal and contractual relationship between the **Parties** under this TIA.

2 Interface with Other Documents

2.1 The TIA exists in the context of the existence of a number of other industry related documents with which one or both of the **Parties** are required to comply.

2.2 In relation to the **Grid Code**, the TIA enables the **Parties** to work together such that SONI is able to fulfil its obligations under the **Grid Code**.

2.3 In relation to **Connection Agreements** and **Use of System Agreements**, in each case relating to the **Transmission System**, the TIA enables the **Parties** to work together such that SONI is able to fulfil its obligations under the **Relevant Agreement**.

2.4 In relation to the **System Operator Agreement**, the TIA enables the **Parties** to work together such that SONI is able to fulfil its obligations under the **System Operator Agreement**.

3 Communications and Documentary Privilege

3.1 Except to the extent otherwise set out in the TIA or otherwise agreed by the **Parties**, any notice, direction, request or other communication to be given by one **Party** to the other under or in connection with the matters contemplated by this TIA shall be sent to the address or facsimile number or email address given and marked for the attention of the person as one **Party** shall from time to time designate by written notice to the other.

3.2 Except to the extent otherwise set out in the TIA or otherwise agreed by the **Parties**, any notice, direction, request or other communication to be given by one **Party** to the other under or in connection with the matters contemplated by this TIA shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if overseas) or facsimile or secure email, and shall be deemed to have been received:

- 3.2.1 in the case of delivery by hand, when delivered; or
- 3.2.2 in the case of first class prepaid post, on the second day following the day of posting or (if sent airmail overseas or from overseas) on the fifth day following the day of posting; or
- 3.2.3 in the case of facsimile or email transfer, provided the recipient facsimile's device or computer confirms receipt of the transfer, on the date of dispatch provided:

3.2.3.1 such date is a **Business Day**; and

3.2.3.2 the time of dispatch is within the hours of 09:00 hours and 17:00 hours at the place of receipt,

otherwise on the next following **Business Day**. If there is no confirmation of receipt, then it is not deemed to be received.

3.3 Each **Party** shall use all reasonable endeavours to ensure that all information provided from that **Party** to another is accurate and complete and is submitted in good faith.

3.4 Every notice or other communication to be given by one **Party** to the other under the TIA, including in a **Construction Agreement**, shall be in the English language.

3.5 Documentary Privilege: Neither **Party** shall be required to produce documents pursuant to any provision of the TIA which such **Party** could not be compelled to produce in civil proceedings in any court in Northern Ireland or to supply information which such **Party** could not be compelled to give in evidence in any such proceedings.

4 Data Provision Process Generally

4.1 Insofar as not already dealt with in other parts of the TIA, the **Parties** will include in **TIA Subsidiary Documents** such procedure and process matters in relation to data exchange between the **Parties** as they further believe necessary, provided they are within the requirements of Section M.

5 Limitation of Liability

5.1 Subject to paragraph 5.2 and save where any provision of this TIA provides for an indemnity neither **Party** (the "**Party Liable**") nor any of its officers, employees or agents shall be liable to the other **Party** for loss arising from any breach of this TIA howsoever caused (and whether as a result of the negligence of the **Party Liable** or otherwise) other than for loss directly resulting from such breach and which at the date hereof was reasonably foreseeable as not unlikely to occur in the ordinary course of events from such breach: provided that the liability of the **Party Liable** shall not (otherwise than for (1) the liability of SONI under paragraph 5.8 in respect of the acts or **Omissions** of a **Party** to a **Specified Agreement** in breach of the **Specified Agreement**, and (2) the liability of NIE Networks referred to in paragraph 5.10 and relating to the property of a **Party** to a **Specified Agreement**) exceed the **Liability Cap**.

Liability for Death or Personal Injury

5.2 Nothing in this TIA shall exclude or limit the liability of the **Party Liable** for death or personal injury resulting from negligence of the **Party Liable** or any of its officers, employees or agents and the **Party Liable** shall indemnify and keep indemnified the other **Party**, its officers, employees or agents, from and against all such and any loss or liability which such other **Party** may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the **Party Liable** or any of its officers, employees or agents.

Exclusion of Liability

- 5.3 Subject to paragraphs 5.2 and 5.18 and save where any provision of this TIA provides for an indemnity neither **Party**, nor any of its officers, employees or agents shall in any circumstances whatsoever be liable to the other **Party** for:
- 5.3.1 any loss of use, loss of profit, loss of revenue, loss of contract (other than this TIA to the extent provided in paragraph 5.1) or loss of goodwill;
 - 5.3.2 any indirect or consequential loss; or
 - 5.3.3 loss resulting from the liability of the other **Party** to any other person whatsoever and howsoever arising (save as provided in paragraph 5.9).

Rights against third Parties

- 5.4 *Distribution*: In consideration of the rights conferred upon SONI under the TIA the right of SONI to claim in negligence, other tort, or otherwise howsoever against a **Relevant Distribution Person** in respect of any act or **Omission** of that **Relevant Distribution Person** in relation to the subject matter of the **Relevant Agreement** is hereby excluded and SONI agrees not to pursue any such claim: provided that nothing in this paragraph 5.4 shall restrict the ability of SONI to claim against a **Relevant Distribution Person** under any contract to which SONI and such **Relevant Distribution Person** are (from time to time) **Party**, or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of a **Relevant Distribution Person**.
- 5.5 *Transmission and RoI*: In consideration of the rights conferred upon NIE Networks under the TIA the right of NIE Networks to claim in negligence, other tort, or otherwise howsoever against a **Relevant Person** other than a **Relevant Distribution Person** in respect of any act or **Omission** of that **Relevant Person** in relation to the subject matter of the **Relevant Agreement** is hereby excluded and NIE Networks agrees not to pursue any such claim: provided that:
- 5.5.1 nothing in this paragraph 5.5 shall restrict the ability of NIE Networks to claim against a **Relevant Person** under any contract to which NIE Networks and such **Relevant Person** are (from time to time) party, or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of a **Relevant Person**; and
 - 5.5.2 such exclusion and agreement in respect of **ESB** and a **Relevant User** which is a **Party** to a **Relevant Agreement** with the **Other TSO** shall only apply in respect of those periods in which the **RoI Infrastructure Agreement** and/or such **Relevant Agreement** (as the case may be) contains an **Equivalent Waiver**.
- 5.6 Each **Relevant Person** may rely upon and enforce the terms of paragraphs 5.4 and 5.5 in accordance with the provisions of paragraph 6.

Liability for third Party acts

- 5.7 *Distribution*: Any **Relevant Act** or **Omission** of a **Relevant Distribution Person** which causes physical damage to the **Plant**, **Apparatus** or other property of SONI shall, for the purposes of determining NIE Networks' liability under this TIA, constitute an

act or omission of NIE Networks in breach of this TIA: provided that the liability of NIE Networks under this TIA in respect of such act or omission shall not exceed the lower of (a) the **Liability Cap**, and (b) the monetary cap (if any) that applies to NIE Networks' liability under the **Relevant Agreement** with such **Relevant Distribution Person**.

5.8 *Transmission and RoI*: Any **Relevant Act** or **Omission** of a **Relevant Person** other than a **Relevant Distribution Person** which causes physical damage to the **Plant, Apparatus** or other property of NIE Networks shall, for the purposes of determining SONI's liability under this TIA, constitute an act or omission of SONI in breach of this TIA: provided that the liability of SONI under this TIA in respect of such act or omission of:

5.8.1 the **Other TSO** and/or **ESB**, shall not exceed the lower of (a) the **Liability Cap**, and (b) the monetary cap (if any) that applies to the **Other TSO's** and/or **ESB's** liability (as applicable) under the **RoI Infrastructure Agreement**; and

5.8.2 a **Relevant User** (other than a party to a **Specified Agreement** in breach of the **Specified Agreement**), shall not exceed the lower of (a) the **Liability Cap**, and (b) the monetary cap (if any) that applies to the **Relevant User's** liability under the **Relevant Agreement** with such **Relevant User**.

Foreseeability

5.9 *Distribution*: For the avoidance of doubt and for the purpose of determining SONI's liability under this TIA, any liability of NIE Networks (in respect of any acts or omissions of SONI in breach of this TIA that causes physical damage to the **Plant, Apparatus** or other property of a **Relevant Distribution Person**) would be a reasonably foreseeable consequence of a breach of this TIA by SONI in respect of which NIE Networks would (notwithstanding paragraph 5.3.3) be entitled to recover damages from SONI: provided that the liability of SONI to NIE Networks under this TIA in respect of damage to the property of a **Relevant Distribution Person** shall not exceed the lower of (a) the **Liability Cap**, and (b) the monetary cap (if any) that applies to the amount recoverable by such **Relevant Distribution Person** under its **Relevant Agreement**.

5.10 *Transmission and RoI*: For the avoidance of doubt and for the purpose of determining NIE Networks' liability under this TIA, any liability of SONI (in respect of any acts or omissions of NIE Networks in breach of this TIA that causes physical damage to the **Plant, Apparatus** or other property of a **Relevant Person**) would be a reasonably foreseeable consequence of a breach of this TIA by NIE Networks in respect of which SONI would (notwithstanding paragraph 5.3.3) be entitled to recover damages from NIE Networks: provided that the liability of NIE Networks to SONI under this TIA in respect of damage to the property of:

5.10.1 the **Other TSO** and/or **ESB**, shall not exceed the lower of (a) the **Liability Cap**, and (b) the monetary cap (if any) that applies to the amount recoverable by the **Other TSO** and/or **ESB** (as applicable) under the **RoI Infrastructure Agreement**; and

5.10.2 a **Relevant User** (other than a party to a **Specified Agreement**), shall not exceed the lower of (a) the **Liability Cap**, and (b) the monetary cap (if any) that applies to the amount recoverable by the **Relevant User** in its **Relevant Agreement**.

Tortious waiver

5.11 *Distribution*: In respect of each **Relevant Distribution Person**, NIE Networks shall obtain a waiver from such **Relevant Distribution Person** in favour of (and enforceable by) SONI in respect of any claim such **Relevant Distribution Person** may have in negligence, other tort, or otherwise howsoever against SONI in respect of any act or omission of SONI in relation to the subject matter of this TIA and NIE Networks shall ensure that such waiver includes agreement by the **Relevant Distribution Person** not to pursue such claim: provided that NIE Networks need not obtain such person's waiver of any claim such person may have against SONI under any contract to which SONI and such person are (from time to time) party or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of SONI.

5.12 *Transmission and Other TSO*: In respect of a **Relevant User** which is **Party** to a **Relevant Agreement** with SONI and in respect of the **Other TSO**, SONI shall obtain a waiver from such person in favour of (and enforceable by) NIE Networks in respect of any claim such person may have in negligence, other tort, or otherwise howsoever against NIE Networks in respect of any act or omission of NIE Networks in relation to the subject matter of this TIA and SONI shall ensure that such waiver includes agreement by the person not to pursue such claim: provided that SONI need not obtain such person's waiver of any claim such person may have against NIE Networks under any contract to which NIE Networks and such person are (from time to time) party or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of NIE Networks.

5.13 *ESB and RoI User*: In respect of the **ESB** and a **Relevant User** which is party to a **Relevant Agreement** with the **Other TSO**, SONI shall:

5.13.1 ensure that the **System Operator Agreement** contains an obligation on the **Other TSO** to enforce its obligations under any **Relevant Agreement** in respect of an **Equivalent Waiver**; and

5.13.2 enforce its rights under the **System Operator Agreement** in respect of such **Equivalent Waiver**.

Provision of information

5.14 Upon reasonable notice, SONI shall provide to NIE Networks such information in relation to the form (but not the commercial content) of the **Relevant Agreements** as NIE Networks may reasonably request, including as to the monetary caps on liability.

5.15 If any of the provisions in any **Relevant Agreement** relating to any waiver by a party to that **Relevant Agreement** in respect of claims against either party is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction or by order of the Commission of the European Communities or of the Secretary of State, then the parties shall meet to discuss the amendments needed to be made to this TIA to reflect

that the waiver does not then exist and shall, where such amendments cannot be agreed, refer the matter to the **Authority** for final determination (and subsequently amend this TIA to in accordance with such determination).

- 5.16 To the extent that SONI is unable to obtain insurance cover for £10 million SONI shall forthwith notify the **Authority** and NIE Networks and provide them with any relevant information as may be required to show that it used all reasonable endeavours to obtain the best available insurance cover. For the avoidance of doubt, SONI shall be entitled to propose an amendment to the TIA to reduce the **Liability Cap** in the event that it is unable to obtain insurance cover for £10 million.

Definitions

- 5.17 For the purposes of this clause 5:

5.17.1 "**Equivalent Waiver**" means an undertaking by **ESB** and/or the **Relevant User** (as applicable) not to bring any claim in negligence, other tort, or otherwise howsoever against NIE Networks in respect of any act or **Omission** of NIE Networks in relation to the subject matter of this TIA, save in respect of claims against NIE Networks under any contract to which NIE Networks and **ESB** and/or the **Relevant User** are (from time to time) **Party** or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of NIE Networks.

5.17.2 "**ESB**" means the Electricity Supply Board in the Republic of Ireland (being the owner of the **Transmission System** in the Republic of Ireland).

5.17.3 "**Liability Cap**" means £10 million per incident or series of related incidents.

5.17.4 "**Other TSO**" has the meaning given to "Republic of Ireland System Operator" in the Licence;

5.17.5 "**Relevant Act or Omission**" means any act or **Omission** by a **Relevant Person** that is a breach of a **Relevant Agreement**.

5.17.6 "**Relevant Agreement**" means

- (a) in respect of each **Relevant User**, an agreement in its jurisdiction for connection to and/or use of the All-Island Transmission Networks to which the **Relevant User** is **Party**;
- (b) in respect of each **Relevant Distribution Person**, an agreement for connection to and/or use of the Distribution System to which the **Relevant Distribution Person** is **Party**;
- (c) in respect of the **Other TSO**, any agreement with a **Relevant User** for connection to and/or use of the All-Island Transmission Networks to which the **Other TSO** is **Party**; and
- (d) in respect of **ESB**, the **RoI Infrastructure Agreement**.

- 5.17.7 "**Relevant Distribution Person**" means a person in Northern Ireland having rights in relation to the use of and/or connection to the Distribution System pursuant to a **Relevant Agreement**.
- 5.17.8 "**Relevant Person**" means a **Relevant User**, a **Relevant Distribution Person**, the **Other TSO** and **ESB**.
- 5.17.9 "**Relevant User**" means a person in either jurisdiction having rights in relation to the use of and/or connection to the All-Island Transmission Networks pursuant to a **Relevant Agreement**.
- 5.17.10 "**RoI Infrastructure Agreement**" means the 'Transmission Infrastructure Agreement' between the **Other TSO** and **ESB**.
- 5.17.11 "**Specified Agreements**" means SONI's agreements for connection to the All-Island Transmission Networks in respect of Coolkeeragh Power Station, Kilroot Power Station and Ballylumford Power Station.

Overriding Provisions

- 5.18 Save as otherwise expressly provided in this TIA, this paragraph 5 insofar as it excludes or limits liability shall override any other provisions of this TIA provided that nothing in this paragraph 5 shall exclude or restrict or otherwise prejudice or affect any of:
- 5.18.1 the rights, powers, duties and obligations of any **Party** which are conferred or created by the Order, any licence, or the Regulations; or
- 5.18.2 the rights, powers, duties and obligations of the Authority or the Department under the Order, any licence or otherwise howsoever.
- 5.19 The rights and remedies provided by the TIA to the **Parties** are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of the TIA, including, without limitation, any rights that either **Party** may possess in tort which shall include actions brought in negligence and/or nuisance. Accordingly, each of the **Parties** hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the **Party Liable**, its officers, employees and agents to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in the TIA and undertakes not to enforce any of the same except as expressly provided herein.

Terms Separate

- 5.20 Each of the sub-paragraphs of this paragraph 5 shall:
- 5.20.1 be constructed as a separate and severable contract term, and if one or more of such sub-paragraphs is held to be invalid, unlawful otherwise unenforceable the other or others of such sub-paragraphs shall remain in full force and effect and shall continue to bind the **Parties**;

5.20.2 survive termination of this TIA in relation to matters arising during the term of this TIA.

Benefit of Provisions

5.21 Each **Party** acknowledges and agrees that the other **Party** holds the benefit of paragraphs 5.1, 5.2 and 5.3 above for itself and as trustee and agent for its officers, employees and agents.

Saving

5.22 For the avoidance of doubt, nothing in this paragraph 5 shall prevent or restrict either **Party** enforcing any obligation (including suing for a debt) owed to it under or pursuant to this TIA, although this is without prejudice to the requirement to utilise the disputes resolution procedure under Section Q in relation to disputes.

Terms Fair and Reasonable

5.23 Each **Party** hereby acknowledges and agrees that the provisions of this paragraph 6 are fair and reasonable having regard to the circumstances as at the date hereof.

6 Third Party Rights

6.1 The third **Party** rights referred to in paragraph 5.6 may only be enforced by the relevant third **Party** subject to and in accordance with the provisions of the Contracts (Rights of Third **Parties**) Act 1999.

6.2 Notwithstanding any other provision of the TIA, the **Parties** may amend the TIA without the consent of a third **Party** and accordingly, section 2(1) of the Contracts (Rights of Third **Parties**) Act 1999 shall not apply, save that, where and to the extent that any amendment to the TIA would have an impact on the rights of third **Parties** conferred under paragraph 6.1, then NIE Networks and/or SONI (as applicable) shall bring such impact to the attention of such third **Party** to the extent that such impact is not already brought to their attention. This provision is without prejudice to the requirement pursuant to the Transmission Licences for the Authority to approve changes to this TIA.

6.3 Except as provided in paragraph 6.1, a person who is not a **Party** has no right under the Contracts (Rights of Third **Parties**) Act 1999 to rely upon or enforce any term of the TIA but this does not affect any right or remedy of a third **Party** which exists or is available other than pursuant to that Act.

7 Transfers and Subcontracting

7.1 The rights, powers, duties and obligations of a **Party** under the TIA are personal to that **Party** and that **Party** may not assign or transfer the benefit or burden of those documents save in the following circumstances:

7.1.1 upon the disposal by that **Party** of the whole of its business or undertaking it shall have the right to transfer its rights and obligations under and the TIA to the purchaser thereof on condition that the other **Party** agrees, such agreement not to be unreasonably withheld, provided always, that any failure to reach an

agreement under this sub-paragraph 7.1.1 may be referred by a **Party** as a Dispute to the Authority under Section Q;

7.1.2 upon the disposal by a **Party** of part of its business or undertaking comprising a part of its **Transmission System** that **Party** shall have the right to transfer its rights and obligations under this TIA to the purchaser thereof on condition that the other **Party** agrees, such agreement not to be unreasonably withheld, provided always, that any failure to reach an agreement under this sub-paragraph 7.1.2 may be referred by a **Party** as a Dispute to the Authority under Section Q; and

7.1.3 a **Party** may assign or charge its rights or benefits under the TIA in whole or in part by way of security.

7.2 Each **Party** shall have the right to sub-contract or delegate the performance of any of its obligations or duties arising under the TIA without the prior consent of any other **Party**. The subcontracting by a **Party** of the performance of any obligations or duties under the TIA shall not relieve that **Party** from liability for performance of such obligation or duty.

8 Intellectual Property Rights

8.1 All Intellectual Property Rights relating to the subject matter of the TIA conceived, originated, devised, developed or created by a **Party**, its officers, employees, agents or consultants during the currency of the TIA shall vest in such **Party** as sole beneficial owner thereof save where the **Parties** agree in writing or the provisions of this TIA expressly state otherwise.

9 Force Majeure

9.1 In relation to a Non-Performing **Party**, "Force Majeure" means any event or circumstance, or number of events or circumstances, or combination thereof which is beyond the reasonable control of that **Party**, and which results in or causes the failure of that **Party** to perform any of its obligations under this Agreement including:-

9.1.1 war (whether declared or undeclared), threat of war, invasion, armed conflict, blockade or act of public enemy;

9.1.2 revolution, riot, insurrection, public demonstration or other civil commotion;

9.1.3 acts of terrorism, sabotage, fire, explosion, criminal damage or the threat of such acts;

9.1.4 nuclear explosion, radioactive or chemical contamination or ionising radiation;

9.1.5 any effect of the natural elements, including earthquake, flood, lightning, wind, drought, storm, unusually heavy or prolonged rain or accumulation of snow or ice; or

9.1.6 strikes and other labour disputes.

provided however that mechanical or electrical breakdown or failure of **Plant** and/or **Apparatus** owned or operated by either **Party** due to the manner in which such **Plant** and/or **Apparatus** has been operated (whether or not by the relevant **Party**) shall not constitute Force Majeure and provided that lack of funds shall not be interpreted as a cause beyond the reasonable control of either **Party**.

9.2 Consequences of Force Majeure

9.2.1 Where a **Party** ("a Non-Performing **Party**") is unable to perform all or any of its obligations under the TIA by reason of Force Majeure, this TIA shall remain in effect but the Non-Performing **Party**'s relevant obligations and the corresponding obligations of the other **Party** owed to the Non-Performing **Party** under this TIA shall be suspended provided that:-

9.2.2 such suspension is of no greater scope and longer duration than is required by the Force Majeure;

9.2.3 the Non-Performing **Party** forthwith notifies the other **Party** of the circumstances of the Force Majeure, identifying the nature of the event, its expected duration, and the particular obligations thereby affected and furnishes reports at such intervals as the other **Party** may reasonably request, with respect thereto during the period of Force Majeure;

9.2.4 the Non-Performing **Party** uses all reasonable efforts to remedy its inability to perform;

9.2.5 no obligations of either **Party** that arose before the Force Majeure are excused as a result of Force Majeure; and

9.2.6 forthwith after the occurrence of the Force Majeure, the **Parties** consult with each other as how best to give effect to their obligations under this TIA so far as is reasonably practicable during the period of Force Majeure and how obligations during the period of Force Majeure should be dealt with after the period of Force Majeure.

10 Derogations

10.1 A **Party**'s obligation(s) under this TIA shall be relieved, as regards the other **Party**, to the extent and for such period as such obligation(s) are specified as being relieved by a direction issued by the Authority under its Transmission Licence.

11 Waiver

11.1 No delay or forbearance by either **Party** in exercising any right, power, privilege or remedy under this TIA shall operate to impair or be construed as a waiver of such right, power, privilege or remedy. For the avoidance of doubt, any waiver by either **Party** of the obligations of the other **Party** shall be evidenced by an agreement in writing signed by the **Parties**. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

12 Data Protection

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- 12.1 Each **Party** warrants that it has effected, and undertakes that it will during the term of the TIA effect and maintain all such notifications and registrations as it is required to effect and maintain under the Data Protection Act 1998 to enable it to lawfully perform the obligations imposed on it by the TIA.
- 12.2 Each **Party** undertakes to comply with the Data Protection Act 1998 in the performance of its obligations under the TIA.
- 12.3 Each **Party** undertakes that, in any case where information to be disclosed by it under the TIA may lawfully be disclosed only with the prior consent of the person to whom the information relates, it will use its reasonable endeavours to obtain such prior consents so as to enable it promptly to perform its obligations under as envisaged by the TIA.

13 Appointment of Representatives

- 13.1 Each **Party** will notify the other of its representative(s) to be responsible for undertaking obligations under the TIA.
- 13.2 Each **Party** undertakes to the other **Parties** that where, under any provision of the TIA, action is taken by a representative of that **Party**, it shall ensure that its representative is duly authorised to take such action.

14 Counterparts

- 14.1 The TIA, and any **Construction Agreement** under the TIA, may be executed in any number of counterparts and by each **Party** on separate counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

15 Governing Law and Jurisdiction

- 15.1 The TIA shall be governed by and construed in all respects in accordance with the laws of Northern Ireland.
- 15.2 Subject and without prejudice to Section Q (Dispute Resolution) and paragraph 15.5, the **Parties** irrevocably agree that the courts in Northern Ireland are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this TIA and that accordingly any suit, action or proceeding (together in this paragraph 15 referred to as "Proceedings") arising out of or in connection with this TIA may be brought in such court.
- 15.3 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 paragraph 15 and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that judgement in any Proceedings brought in the courts of Northern Ireland shall be conclusive and binding upon such **Party** and may be enforced in the courts of any other jurisdiction.
- 15.4 Each **Party** which is not incorporated in any part of Northern Ireland agrees that if it does not have, or shall cease to have, a place of business in Northern Ireland, then it

will promptly appoint some other person irrevocably to accept service of process on its behalf in any Proceedings in Northern Ireland.

- 15.5 For the avoidance of doubt nothing contained in the foregoing provisions of this paragraph 15 shall be taken as permitting either **Party** to commence Proceedings in the courts where this TIA otherwise provides for Proceedings to be referred to the Disputes resolution procedure set out in Section Q.

16 Interpretation

- 16.1 In this TIA the interpretation rules in this paragraph 20 shall, unless the subject matter or context otherwise requires or is inconsistent therewith, apply.
- 16.2 If in order to comply with any obligation in the TIA either **Party** is under a duty to obtain, or in the case of SONI (where appropriate) procure that a User so obtain, the consent or approval (including any statutory licence or permission) ("the Consent") of a third **Party** such obligation shall be deemed to be subject to the obtaining of such Consent which the **Party** requiring the Consent shall use its reasonable endeavours to obtain or, in the case of SONI (where appropriate) procure that a User obtain, including (if there are reasonable grounds therefore) pursuing any appeal in order to obtain such Consent.
- 16.3 If such Consent is required from either **Party** then such **Party** shall grant such Consent unless it is unable to do so or it would be unlawful for it to do so provided that such grant by such **Party** may be made subject to such reasonable conditions as such **Party** shall reasonably determine.
- 16.4 For the avoidance of doubt if the **Party** who is under a duty to obtain, or in the case of SONI (where appropriate) to procure that a User so obtain, such Consent, fails to obtain such Consent having complied with this paragraph 16 the obligation on that **Party** (in relation to which such Consent is required) shall cease.
- 16.5 Without limitation to paragraphs 16.2, 16.3 or 16.4, each **Party** shall, to the extent reasonably practicable, comply with any request from the other **Party** for advice or assistance in connection with seeking, obtaining or maintaining Consents.
- 16.6 In this TIA:
- 16.6.1 unless the context otherwise requires, all references to a particular paragraph, Part, Section, Schedule or Annex shall be a reference to that paragraph, Part, Section, Schedule or Annex in or to the TIA;
- 16.6.2 a table of contents, headings and introductions are inserted for convenience only and shall be ignored in construing the TIA;
- 16.6.3 references to the word "include" or "including" are to be construed without limitation to the generality of the preceding words;
- 16.6.4 a reference to an Order in Council or Act of Parliament or any part or section or other provision or schedule to an Order in Council or Act of Parliament is a reference to that Order in Council or Act of Parliament and to all orders,

regulations, instruments or other subordinate legislation made under or deriving validity from the relevant Order in Council or Act of Parliament;

16.6.5 unless the context otherwise requires, any reference to an Order in Council or Act of Parliament, statutory provision, subordinate legislation or TIA ("Legislation") is a reference to such Legislation as amended and in force from time to time and to any Legislation which re-enacts or consolidates (with or without modification) any such Legislation; and

16.6.6 references to the masculine shall include the feminine and references in the singular shall include the plural and vice versa and words denoting persons shall include any individual, partnership, firm, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having separate legal personality.

17 No Partnership

17.1 Nothing in this TIA is intended to or shall operate to create a partnership or joint venture of any kind between the **Parties**.

18 Severance of Terms

18.1 If any provision of the TIA is or becomes or is declared invalid, unenforceable or illegal by the courts of any competent jurisdiction to which it is subject or by order of any other Competent Authority such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of the TIA which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

19 SONI Step-In Rights

19.1 SONI may take action under this paragraph 19 where:

19.1.1 circumstances have arisen such that SONI considers that NIE Networks is in delay or default of its construction or maintenance obligations; and

19.1.2 where the Authority has determined that the exercise by SONI of its rights under this paragraph 19 is necessary.

Action to be Taken Prior to Exercise of Right of Step-In

19.2 Before SONI exercises its right of step-in under this paragraph 19 it may give notice in writing to NIE Networks with a copy to the Authority, stating its concerns, indicating that in its opinion there is such a delay or default. NIE Networks must respond to the notice under clause 19.1.1 within 14 days after it is given. This response shall be addressed to both SONI and the Authority and should:

19.2.1 If NIE Networks accepts that there is a delay or default, explain in detail the steps NIE Networks proposes to take in order to reduce, minimise or alleviate the delay or default; or

19.2.2 If NIE Networks does not accept that there is a delay or default, explain in detail its reasons (together with supporting evidence).

- 19.3 The Authority is the sole determinant as to whether there is a delay or default by NIE Networks, which it shall determine once it has considered SONI's notification pursuant to clause 19.1 and NIE Networks' response pursuant to clause 19.2. The Authority is also the sole determinant of the appropriate response to the notices and the **Parties** shall abide by its determination in that regard, including any conditions of that determination (a "Step-In Direction").
- 19.4 SONI shall not be entitled to exercise its right to step-in until the Authority has given a Step-In Direction.

Exercise of the Right of Step-In

- 19.5 Following the issue of a Step-In Direction by the Authority SONI shall within 5 **Business Days** serve notice (a "Step-In Notice") on NIE Networks which shall set out the following:
- 19.5.1 the action SONI wishes to take (the "Required Action") and in particular the maintenance or construction activities it wishes to control;
 - 19.5.2 the date it wishes to commence the Required Action;
 - 19.5.3 the time period it reasonably believes which will be necessary for the Required Action;
 - 19.5.4 whether or not it intends to undertake the Required Action itself, or by engaging a contractor, or by stepping into an existing contractual arrangement that NIE Networks has with a contractor; and
 - 19.5.5 confirmation of ownership of any **Plant** or **Apparatus** which is the subject of a **Construction Agreement** or Transmission Project Agreement.
- 19.6 Following service of a Step-In Notice SONI shall proceed to undertake the Required Action as set out therein and shall use reasonable endeavours to ensure that it does not breach the NIE Networks Transmission Licence or any of NIE Networks' statutory obligations to the extent that same apply to the Required Action. For the avoidance of doubt, SONI shall not be liable for any breach of the NIE Networks Transmission Licence or any of NIE Networks' statutory obligations to the extent that there is a conflict between such Transmission Licence or statutory obligations and the provisions of the Step-In Direction.
- 19.7 NIE Networks shall use reasonable endeavours to co-operate with SONI to enable SONI to comply with the Step-In Direction.
- 19.8 NIE Networks shall comply with any Step-In Direction and in particular with any directions in relation to any existing contractual arrangements between NIE Networks and a third **Party** contractor including but not limited to the assignment or novation to SONI of any such contracts for the purposes of SONI undertaking the Required Action.
- 19.9 If applicable, before ceasing to exercise its step-in rights under this paragraph 19 SONI shall deliver a written notice to NIE Networks and the Authority (a "Step-Out Notice") specifying:

19.9.1 the Required Action it has actually taken; and

19.9.2 the date on which SONI plans to end the Required Action.

19.10 If exceptional circumstances exist such that the standard step-in procedure set out in clauses 19.4 to 19.8 is inappropriate SONI may, in its notice under clause 19.1, request the Authority to make its determination under clause 19.3 as a matter of urgency and without first having a response from NIE Networks.

Section P Governance

1 Introduction

1.1 This Section P sets out procedures for making amendments to the TIA.

2 Amendment of the TIA and TIA Subsidiary Documents

2.1 General

2.1.1 For the purposes of this paragraph 2 only, references to the "TIA" shall be deemed not to include reference to TIA Subsidiary Documents.

2.1.2 The process for amending TIA Subsidiary Documents is set out in subparagraph 2.5.

2.1.3 The TIA and TIA Subsidiary Documents may (and may only) be amended from time to time pursuant to each Party's Transmission Licence.

2.1.4 An amendment to the TIA or to a TIA Subsidiary Document may necessitate amendment to the contents of a relevant Construction Agreement or Transmission Project Agreement and, those agreements shall contain provisions for such alterations to be effected in those circumstances.

2.1.5 Both Parties shall keep under review whether any possible change to the TIA or any TIA Subsidiary Document would better facilitate achievement of the Relevant Aims of the TIA and shall, in accordance with this paragraph 2 and, to the extent that such matter is not covered by a Proposed Amendment or a proposed amendment to a TIA Subsidiary Document, propose such change which, in the Party's opinion, would do so.

2.2 Amendment of the TIA

2.2.1 Proposed Amendments

2.2.1.1 A proposal to amend the TIA may be made by any of the following:

- (a) a Party; or
- (b) such person or persons having a relevant interest as may be designated in writing for this purpose by the Authority from time to time,

(referred to in this Section P as the "Proposer").

2.2.1.2 The Proposer shall ensure that, as appropriate, each Party, the Authority and any person designated by the Authority under subparagraph 2.2.1.1 (b), receive a copy of a proposal to amend the TIA and that the proposal contains the following information:

- (a) the name of the Proposer;

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- (b) a description (in reasonable but not excessive detail) of the issue or defect which the proposal seeks to address;
 - (c) a description (in reasonable but not excessive detail) of the proposal and of its nature and purpose;
 - (d) the reasons why the Proposer believes that the proposal would better facilitate achievement of the Relevant Aims of the TIA as compared with the then current version of the TIA, together with background information in support thereof; and
 - (e) where possible, an indication of the potential impact of the proposal on other industry documents.
- 2.2.1.3 A proposal made pursuant to and in compliance with sub-paragraph 2.2.1.2 shall be processed as a "Proposed Amendment" as further provided in this paragraph 2.
- 2.2.1.4 Upon receipt of a Proposed Amendment, the Parties shall as soon as reasonably practicable:
- (a) convene a meeting to consider the Proposed Amendment, (here, together with any other meeting between the Parties in respect of the Proposed Amendment, "Amendment Meeting"), notifying the Authority and any person designated by the Authority under sub-paragraph 2.2.1.1 (b), setting out the date, time and place of the Amendment Meeting and (unless the Parties, with the Authority's approval, decide otherwise) giving at least five Business Days notice before the date of the Amendment Meeting, accompanied by an agenda of the matters for consideration at the Amendment Meeting and any supporting papers in existence at the time the notice is given; and
 - (b) post the Proposed Amendment on each Party's website.
- 2.2.1.5 Each Party shall be entitled to send two representatives to each Amendment Meeting or such other number of representatives as may be agreed between the Parties from time to time ("Party Representatives").
- 2.2.1.6 The Authority shall be entitled to appoint one or more representatives to attend and speak at any Amendment Meeting but, for the avoidance of doubt, such representatives shall not have a right to vote at any such Amendment Meeting.
- 2.2.1.7 Any person designated by the Authority under sub-paragraph 2.2.1.1 (b) shall be entitled to attend and speak at any Amendment Meeting but, for the avoidance of doubt, such representative(s) shall not have a right to vote at any such Amendment Meeting.
- 2.2.1.8 The Party Representatives shall use all reasonable endeavours to decide (as and where relevant) whether the Parties require additional

information in order to assess whether the Proposed Amendment would better facilitate achievement of the Relevant Aims of the TIA.

2.2.1.9 Where, pursuant to sub-paragraph 2.2.1.8 above, the Party Representatives decide that additional information is required the Proposed Amendment shall be referred for evaluation under sub-paragraph 2.2.3.

2.2.1.10 Where, pursuant to sub-paragraph 2.2.1.8 above, the Party Representatives decide that no additional information is required the Proposed Amendment shall be referred directly to the Assessment and Report Phase under sub-paragraph 2.2.4.

2.2.2 Urgent Proposed Amendments

2.2.2.1 Any Proposer may recommend that a proposal to amend the TIA be treated as an Urgent Proposed Amendment and provide a suggested timetable in relation to same.

2.2.2.2 If it has been recommended that such proposal should be treated as an Urgent Proposed Amendment pursuant to sub-paragraph 2.2.2.1, the Parties shall promptly consult with the Authority as to whether such proposal should be treated as an Urgent Proposed Amendment and, if so, as to the procedure and timetable which should apply in respect thereof.

2.2.2.3 Where there is a disagreement or difference regarding the treatment of a proposal as an Urgent Proposed Amendment, the matter may be referred to the Authority by either Party or if relevant, by any person designated by the Authority under sub-paragraph 2.2.1.1 (b), for determination, stating that there is a disagreement that the proposal should be treated as an Urgent Proposed Amendment.

2.2.2.4 The Parties shall not treat any proposal as an Urgent Proposed Amendment except with the prior consent of the Authority.

2.2.2.5 The Parties shall comply with the procedure and timetable in respect of any Urgent Proposed Amendment approved by the Authority.

2.2.2.6 The procedure and timetable in respect of an Urgent Proposed Amendment may deviate from all or part of the Amendment Procedures (save for this sub-paragraph 2.2.2).

2.2.2.7 The Parties shall respectively take all reasonable steps to ensure that an Urgent Proposed Amendment is considered, evaluated and (subject to the approval of the Authority) implemented as soon as reasonably practicable, having regard to the urgency of the matter and, for the avoidance of doubt, an Urgent Proposed Amendment may (subject to the approval of the Authority) result in an amendment to the TIA being made on the day on which such proposal is submitted.

2.2.3 Evaluation Phase

- 2.2.3.1 The Parties shall use their reasonable endeavours in order to ensure that the Evaluation Phase as set out in this sub-paragraph 2.2.3 shall take no longer than two months from its referral under sub-paragraph 2.2.1.9 up to the referral to the Assessment and Report Phase under sub-paragraph 2.2.4 unless otherwise agreed by the Authority.
- 2.2.3.2 An Amendment Meeting may be requested by any Party, the Authority or any person designated by the Authority under sub-paragraph 2.2.1.1 (b) at any time during the Evaluation Phase to discuss progress or any other matters relating to the Proposed Amendment. On receipt of such a request the Parties shall as soon as reasonably practicable convene the Amendment Meeting to discuss such matters, notifying the Authority and any person designated by the Authority under sub-paragraph 2.2.1.1 (b), setting out the date, time and place of the Amendment Meeting.
- 2.2.3.3 Following referral of a Proposed Amendment pursuant to sub-paragraph 2.2.1.9, the Parties shall invite representations or commission such studies, working groups and other evaluation as it deems appropriate in order that each Party is provided with sufficient information such that it can assess whether the Proposed Amendment would better facilitate achievement of the Relevant Aims of the TIA.
- 2.2.3.4 Following receipt of any representations, study, working group report or other evaluation pursuant to sub-paragraph 2.2.3.2, the Parties shall consider whether the information provided is sufficient for each Party to form a view as to whether the Proposed Amendment would better facilitate achievement of the Relevant Aims of the TIA and may invite such further representations, studies, working groups and other evaluation as it deems appropriate until the Parties consider that the information provided is sufficient.
- 2.2.3.5 Following completion of this Evaluation Phase under this sub-paragraph 2.2.3, the Parties shall refer the Proposed Amendment directly to the Assessment and Report Phase under sub-paragraph 2.2.4.

2.2.4 Assessment and Report Phase

- 2.2.4.1 The Parties shall use their reasonable endeavours in order to ensure that the Assessment and Report Phase as set out in this sub-paragraph 2.2.4 shall take no longer than two months from its initiation by referral under sub-paragraphs 2.2.1.10 or 2.2.3.4 up to submission of the Amendment Report to the Authority under sub-paragraph 2.2.4.10 unless otherwise agreed by the Authority.
- 2.2.4.2 An Amendment Meeting may be requested by any Party, the Authority or any person designated by the Authority under sub-paragraph 2.2.1.1 (b) at any time during the Assessment and Report Phase to discuss progress or any other matters relating to the Proposed Amendment. On receipt of such a request the Parties shall as soon as reasonably

practicable convene the Amendment Meeting to discuss such matters, notifying the Authority and any person designated by the Authority under sub-paragraph 2.2.1.1 (b), setting out the date, time and place of the Amendment Meeting.

- 2.2.4.3 Following referral to the Assessment and Report Phase under sub-paragraphs 2.2.1.10 or 2.2.3 4, the Parties shall prepare an analysis and impact assessment (to the extent that such assessment has not already been provided as part of the Evaluation Phase) ("Assessment"). Such Assessment shall include an assessment by each Party of the likely effect of the Proposed Amendment on that Party's licensable activities including a description of any works necessary to implement the change and an estimate of the development, capital and operating costs associated with implementing the changes to the TIA and TIA Subsidiary Documents, provided that, so far as any such Assessment requires information which is not generally available, such Assessment shall be made on the basis of that Party's proper assessment (which that Party shall make available for these purposes) of the impact of the Proposed Amendment on that Party.
- 2.2.4.4 Following completion of the Assessment under sub-paragraph 2.2.4.2 the Parties shall prepare a report and recommendation as to whether the Proposed Amendment better facilitates achievement of the Relevant Aims of the TIA.
- 2.2.4.5 Where the Parties cannot reach a decision pursuant to sub-paragraph 2.2.4.3, each Party shall prepare its own written opinion as to whether the Proposed Amendment would better facilitate the Relevant Aims of the TIA and whether or not it recommends to the Authority that a Proposed Amendment should or should not be made and such written opinions shall be incorporated into the report.
- 2.2.4.6 Where the Parties are intending to recommend to the Authority that a Proposed Amendment should be made, such text to amend the TIA shall be prepared by the Proposer.
- 2.2.4.7 Where proposed text to amend the TIA has been produced pursuant to sub-paragraphs 2.2.4.5 the Parties (and any Proposer who is a person designated by the Authority under sub-paragraph 2.2.1.1 (b) and whose Proposed Amendment) shall decide whether to approve (or amend and then approve) the proposed text, failing which decision, the text shall stand but each Party (and any Proposer of such Proposed Amendment that is the subject of the text, where such Proposer is a person designated by the Authority under sub-paragraph 2.2.1.1 (b)) shall prepare written representations giving its own opinion on such text.
- 2.2.4.8 Following completion of the steps set out in sub-paragraphs 2.2.4.2 to 2.2.4.6 above (where relevant), the Parties shall prepare a proposed version of the Amendment Report setting out:
- (a) the Proposed Amendment;

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- (b) the recommendation of each of the Parties prepared pursuant to sub-paragraph 2.2.4.3 as to whether or not such Proposed Amendment should be made, including the Parties' analyses of whether (and, if so, to what extent) the Proposed Amendment would better facilitate achievement of the Relevant Aims of the TIA and the views and rationale in respect thereof;
 - (c) draft text prepared pursuant to sub-paragraph 2.2.4.5 and any representations on such text where relevant;
 - (d) a summary of the Assessments provided pursuant to sub-paragraph 2.2.4.2;
 - (e) the proposed Implementation Date of the Proposed Amendment as agreed by the Parties; and
 - (f) (to the extent that such matters are not included pursuant to sub-paragraph (d)), an analysis of:
 - (i) the impact of the Proposed Amendment on any other industry documents, TIA Subsidiary Documents and contents of any Construction Agreement or Transmission Project Agreement;
 - (ii) the changes which would be required to give effect to the Proposed Amendment in relation to any other industry documents, TIA Subsidiary Documents and contents of any Construction Agreement or Transmission Project Agreement;
 - (iii) the mechanism and likely timescale for making the changes referred to in sub-paragraph (ii);
 - (iv) the changes or developments which would be required to computer systems and, if practicable, processes used in connection with the operation of arrangements established under any other industry documents;
 - (v) the mechanism and likely timescale for making the changes referred to in sub-paragraph (iv);
 - (vi) an estimate of the costs associated with making and delivering the changes referred to in sub-paragraphs (ii) and (iv), such costs being expected to relate to: for (ii), the costs of implementing amendments to any other industry documents, TIA Subsidiary Documents, or Construction Agreements or Transmission Project Agreement, and for (iv), the costs of changes to computer systems and possibly processes which are established for the operation of any other industry documents,

together with a summary of representations of the Parties in relation to such matters, (here referred to as the "Proposed Amendment Report") which Proposed Amendment Report shall be approved and amended as appropriate by the Parties (save for the contents of those sections where

representations are to be provided by each Party in its own capacity as specified above or a person designated by the Authority under 2.2.1.1.(b)).

2.2.4.9 Pursuant to sub-paragraph 2.2.4.7, the Parties shall:

- (a) circulate the Proposed Amendment Report to any persons designated by the Authority under sub-paragraph 2.2.1.1 (b) and publish it on each Party's website;
- (b) invite representations in relation to the Proposed Amendment Report within such period as the Parties shall determine (and, in any event, not more than ten Business Days); and
- (c) on receipt of representations pursuant to sub-paragraph (b), prepare a summary of such representations.

2.2.4.10 Pursuant to sub-paragraph 2.2.4.8, the Parties shall consider the representations made in response to the Proposed Amendment Report and shall make such changes to the Proposed Amendment Report as may be agreed by the Parties (save for the contents of those sections where representations are to be provided by each Party or other person designated by the Authority under sub-paragraph 2.2.1.1 (b)).

2.2.4.11 Following the process referred to in sub-paragraph 2.2.4.9, the Proposed Amendment Report shall be referred to as the "Amendment Report". The Parties shall finalise the Amendment Report and attach the summary of representations prepared pursuant to sub-paragraph 2.2.4.8 (c) (together with the actual representations received), to the Amendment Report and shall promptly:

- (a) submit such Amendment Report to the Authority; and
- (b) copy such Amendment Report to any person designated by the Authority under sub-paragraph 2.2.1.1 (b); and
- (c) post it on each Party's website.

2.2.4.12 Each Amendment Report shall be addressed and furnished to the Authority and none of the facts, opinions or statements contained in such Amendment Report may be relied upon by any other person.

2.2.4.13 The Parties shall publish any notice received from the Authority following submission of the Amendment Report in relation to the approval (or otherwise) of a Proposed Amendment on each Party's website.

2.3 Amendment Register

2.3.1 The Parties shall establish and maintain a register (the "Amendment Register") which shall record the matters set out in sub-paragraph 2.3.3.

- 2.3.2 The purpose of the Amendment Register shall be to assist the Parties in the operation of the Amendment Procedures under this TIA and to enable the Parties and other interested third parties (including any person designated by the Authority under sub-paragraph 2.2.1.1 (b)) to be reasonably informed of the progress of Proposed Amendments and Approved Amendments from time to time.
- 2.3.3 The Amendment Register shall record, and the Parties shall use all reasonable endeavours to ensure that the Amendment Register is updated with, as soon as is reasonably practicable:
- (a) details of each Proposed Amendment (including the name of the Proposer, the date of the Proposed Amendment and a brief description of the Proposed Amendment;
 - (b) the current status and progress of each Proposed Amendment and the anticipated date for reporting to the Authority in respect thereof;
 - (c) the current status and progress of each Approved Amendment; and
 - (d) such other matters as the Parties may consider appropriate from time to time in order to achieve the purposes set out in sub-paragraph 2.3.2.
- 2.3.4 In the event that the Authority at any time submits a written request to the Parties to provide to it any information with respect to consideration or progress of any Proposed Amendment or Urgent Proposed Amendment, then the Parties shall promptly comply with such request.
- 2.3.5 If, following discussion with the Parties, the Authority issues a notice requesting the Parties to amend the timetable for a Proposed Amendment or any Urgent Proposed Amendment (including the priority afforded to and between such proposals), the Parties shall use their reasonable endeavours to comply with such notice.
- 2.3.6 The Amendment Register shall, in addition to those matters set out in sub-paragraphs 2.3.2, also include details of each Proposed Amendment which has been rejected by the Authority and each Approved Amendment which has been implemented pursuant to sub-paragraph 2.4 for a period of six months after such rejection or implementation.
- 2.3.7 The Parties shall publish the Amendment Register (as updated from time to time and indicating the revisions since the previous issue) on each Party's website in order to bring it to the attention of interested third parties and a copy of any updated Amendment Register shall be sent to the Authority.

2.4 Implementation

- 2.4.1 Following the receipt of notification from the Authority that a Proposed Amendment has been approved, the TIA shall be amended in accordance with the terms of such notice.

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- 2.4.2 An amendment to the TIA shall take effect from the date and time as specified in the notice referred to in sub-paragraph 2.4.1 or, in the absence of any such specified time and date, 00:00 hours on the day next following the date of service of such notice.
- 2.4.3 The Parties shall be responsible for implementing any Approved Amendment in accordance with this sub-paragraph 2.4.
- 2.4.4 The Parties shall as soon as reasonably practicable make such amendments to TIA Subsidiary Documents or adopt such new TIA Subsidiary Documents as are necessary to give full and timely effect to an Approved Amendment by the Implementation Date.
- 2.4.5 In relation to Approved Amendments:
- (a) each Party shall use its reasonable endeavours to progress changes required to other industry documents with which it is involved in order to give full and timely effect to an amendment to the TIA by the Implementation Date; and
 - (b) each Party shall do what is required to those of its systems and processes which support the operation of the TIA as may be necessary in order to give full and timely effect to an amendment to the TIA by the Implementation Date.
- 2.4.6 Without prejudice to the obligations of the Parties under this sub-paragraph 2.4, the Implementation Date may be extended or shortened with the prior approval of, or at the direction of, the Authority.
- 2.4.7 Any Party shall apply to the Authority for an extension of the Implementation Date if it becomes aware of any circumstances that are likely to cause a delay in the implementation of an Approved Amendment.
- 2.4.8 An amendment made pursuant to and in accordance with this paragraph 3 shall not be impaired or invalidated in any way by any inadvertent failure to comply with or give effect to this sub-paragraph 2.4.
- 2.5 Amendment and Creation of TIA Subsidiary Documents
- 2.5.1 The Parties may amend (whether by way of modification, deletion, addition, replacement or otherwise) existing TIA Subsidiary Documents or create additional TIA Subsidiary Documents subject to and in accordance with the procedures set out in this sub-paragraph 2.5.
- 2.5.2 The Parties may only make amendments to existing TIA Subsidiary Documents or create additional TIA Subsidiary Documents if and to the extent that:
- 2.5.2.1 the amendment or addition falls within the terms and arrangements set out in licence condition 17 in NIE Networks' Transmission Licence and licence condition 18 in SONI's Transmission Licence; and

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- 2.5.2.2 the amendment or addition does not impair, frustrate or invalidate the provisions of the TIA; and
 - 2.5.2.3 the amendment or addition does not impose new obligations or liabilities or restrictions of a material nature on Parties which are not subsidiary to the rights and obligations of the Parties under the TIA; and
 - 2.5.2.4 the amendment or addition is not inconsistent or in conflict with the TIA, either Party's Transmission Licence or other relevant statutory requirements; and
 - 2.5.2.5 the Parties deem that the amendment or addition is appropriate to support compliance with the TIA.
- 2.5.3 The Parties shall use reasonable endeavours to agree between themselves any amendment to an existing TIA Subsidiary Document or creation of a new TIA Subsidiary Document that is proposed by one of the Parties.
 - 2.5.4 The Parties may agree an amendment to an existing TIA Subsidiary Document or creation of a new TIA Subsidiary Document under this sub-paragraph 2.5 despite the prohibition in sub-paragraph 2.5.2.3 only where the Authority has notified the Parties in writing that they may do so. The Parties shall provide the Authority with such information as it may direct in order to inform its decision under this sub-paragraph 2.5.4.
 - 2.5.5 Where the Parties are unable to reach agreement pursuant to sub-paragraph 2.5.3, any Party may promptly forward the matter as a Dispute to the Authority under Section Q, whereupon the Parties shall comply with such determination and direction as the Authority may make after taking such steps as the Authority may deem fit in order to make such direction (including, without limitation, seeking representations from the Parties and any other person and consulting on any potential amendment to an existing TIA Subsidiary Document or creation of a new TIA Subsidiary Document). The Parties shall be bound by such direction as the Authority shall make in relation to an amendment to a TIA Subsidiary Document or creation of a new TIA Subsidiary Document until such time as the Parties can agree between themselves any changes pursuant to this sub-paragraph 2.5.
 - 2.5.6 For the avoidance of doubt, any direction made by the Authority pursuant to sub-paragraph 2.5.5 shall not constitute approval of any such amendment to a TIA Subsidiary Document or creation of a new TIA Subsidiary Document and any notice issued by the Authority pursuant to sub-paragraph 2.5.5 shall only constitute a waiver of such prohibition for the purpose of this TIA and shall not constitute approval of the amendment to a TIA Subsidiary Document or creation of a new TIA Subsidiary Document in any other respect.
 - 2.5.7 The Parties shall immediately (and in any event prior to the effective date specified by the Parties in such amended TIA Subsidiary Document or new TIA Subsidiary Document):

- 2.5.7.1 send a copy of the amended TIA Subsidiary Document or new TIA Subsidiary Document to the Authority;
 - 2.5.7.2 update any TIA schedule listing TIA Subsidiary Documents to include the relevant details of the amended TIA Subsidiary Document or new TIA Subsidiary Document;
 - 2.5.7.3 send a notice containing a copy of the amended TIA schedule listing TIA Subsidiary Documents to the Authority upon the date of which notice, such amended Schedule shall be deemed to be an amendment to the TIA for the purposes of this Section P;
 - 2.5.7.4 post a copy of the amended TIA schedule listing TIA Subsidiary Document on each Party's website; and
 - 2.5.7.5 update the library of TIA Subsidiary Documents on each Party's website.
- 2.5.8 An amendment to a TIA Subsidiary Document or the addition of a new TIA Subsidiary Document pursuant to this sub-paragraph 2.5 shall take effect on the date specified in any notice issued pursuant to Section P, sub-paragraph 2.5.7.

2.6 Publication

- 2.6.1 Subject to this Section P, any representations submitted by a Party or other person pursuant to the Amendment Procedures (including, without limitation, any Proposed Amendment, Assessment or representation or text in relation to any of these) may be made publicly available except as expressly requested by such Party or other person by notice in writing to the other Party and any persons designated under sub-paragraph 2.2.1.1 (b)).
- 2.6.2 The Parties shall not be liable for any accidental publication of a representation made pursuant to sub-paragraph 2.2.4.
- 2.6.3 For the avoidance of doubt, all representations made pursuant to this paragraph 3 (whether or not marked confidential) may be sent to the Authority.
- 2.6.4 In addition to sub-paragraph 2.6, where any provision of this Section P provides for data, information or reports to be published or made available to Parties and/or other persons, the Parties shall exclude therefrom any matters in respect of which the Authority issues a notice to the Parties for the purposes of this paragraph 2.

Section Q Disputes

1 Introduction

1.1 This Section Q sets out:

- 1.1.1 the obligations on both Parties to escalate and seek to resolve Disputes;
- 1.1.2 the types of Dispute that may be referred to the Authority under the TIA and the arrangements and obligations in relation to such referrals; and
- 1.1.3 processes relating to Disputes referred to arbitration under the TIA and the arrangements and obligations in relation to such referrals.

2 General

- 2.1 Subject to any contrary provision of the Order, the Regulations, either Party's Transmission Licence, or the rights, powers, duties and obligations of the Authority or the Department, under the Order, the Regulations or either Party's Transmission Licences or otherwise howsoever, any difference or disagreement of whatever nature howsoever arising in connection with this TIA between the Parties shall be resolved as provided in the applicable Section of the TIA and this Section Q.
- 2.2 Notwithstanding the remaining provisions of this Section Q, SONI and NIE Networks shall identify and progress all differences and disagreements without undue delay and consistently with the objective of resolving such differences and disagreements as quickly and as efficiently as reasonably practicable.

3 Dispute Resolution

- 3.1 The Parties shall use reasonable endeavours to resolve any difference or disagreement arising between the Parties out of or in connection with this TIA to the satisfaction of both Parties within 5 Business Days of the difference or disagreement first being notified to one Party by the other Party.
- 3.2 If such difference or disagreement has not been resolved to the satisfaction of both Parties in accordance with paragraph 3.1, the CEOs (or other senior representatives) from both Parties shall meet, either in person or by telephone, within 5 Business Days of the end of the period referred to in paragraph 3.1 in good faith to resolve the issue.
- 3.3 If within 5 Business Days of the meeting referred to in paragraph 3.2 the difference or disagreement has not been resolved to the satisfaction of both Parties, either Party may refer the matter to the Authority in accordance with paragraph 4 below.
- 3.4 If within 5 Business Days of the meeting referred to in paragraph 3.2 any difference or disagreement is not resolved to the satisfaction of both Parties the Parties may agree to attempt in good faith to resolve such matter by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure by giving notice in writing an Alternative Dispute Resolution Notice (an "ADR Notice") to the other Party requesting mediation in accordance with this paragraph 3.4, such mediation to start within 10 Business Days of the date of the ADR Notice. If the Parties fail to resolve

such matter by mediation in accordance with this paragraph 3.4, the Parties either Party may refer the matter to the Authority in accordance with paragraph 4.

3.5 Any matter referred to the Authority in accordance with this paragraph 3.3 or 3.4 shall be termed a dispute ("Dispute") for the purposes of this TIA.

4 Referrals to the Authority

4.1 Subject to sub-paragraph 3, either Party may refer any Dispute falling under paragraphs 4.5 or 4.6 or any Implementation Dispute under paragraph 4.8 to the Authority for determination by issuing a Reference Notice to the Authority copied to the other Party.

4.2 Subject to subparagraph 3.3, a Party may refer any Dispute not falling under subparagraphs 4.5 or 4.6 to the Authority. If the Authority notifies either Party that it will not determine a Dispute referred to it under this sub-paragraph 4.2 then either Party may refer that Dispute to arbitration in accordance with paragraph 5.

4.3 The Authority's determination of any Dispute under this paragraph 4 shall be conducted in accordance with its statutory powers under the Order.

4.4 Any Dispute falling under paragraphs 4.5, 4.6 or 4.8 shall not be capable of being referred to arbitration pursuant to the rules of the Electricity Arbitration Association or otherwise, or to any court.

4.5 In addition to those matters falling under paragraph 4.6, the following matters shall constitute those Disputes referable to the Authority under the TIA:

4.5.1 a failure to agree pursuant to Section A, sub-paragraph 4.4;

4.5.2 a failure to agree an amendment to the form of the Transmission Services Specification pursuant to Section B, sub-paragraphs 3.4.1 and 3.5;

4.5.3 a dispute in relation to the reasonableness of a request for further information by SONI pursuant to Section B, sub-paragraph 3.6;

4.5.4 a dispute as to the reasonableness of a request for information pursuant to Section B, sub-paragraph 6.5;

4.5.5 a dispute pursuant to Section N, sub-paragraph 5.1;

4.5.6 a failure to agree pursuant to Section P, sub-paragraph 2.5.4; and

4.5.7 a dispute as to whether a matter falling under paragraph 4.6 materially and adversely affects a Party's ability to develop and maintain an efficient, co-ordinated and economical system of electricity for the purpose of determining such Party's entitlement to refer a matter to the Authority under paragraph 4.6.

4.6 In addition to those matters falling under paragraph 4.5, the following matters shall constitute Disputes referable to the Authority under the TIA only where such matter(s) materially adversely affect(s) that Party's ability to plan, operate, develop or maintain an efficient, co-ordinated and economical system of electricity transmission:

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- 4.6.1 a dispute in relation to a Services Restoration Proposal under Section B, sub-paragraph 4.8;
 - 4.6.2 a dispute in relation to a modification to a Services Restoration Proposal under Section B, sub-paragraph 4.9;
 - 4.6.3 a dispute in relation to either the reasonableness of a request by SONI or the adequacy of preparatory steps taken by NIE Networks pursuant to Section B, sub-paragraph 4.13;
 - 4.6.4 a dispute in relation to the agreement of the Annual Planning Programme pursuant to Section C, sub-paragraph 3.1;
 - 4.6.5 a dispute in relation to the agreement of the Transmission Development Programme pursuant to Section C, sub-paragraph 5.2;
 - 4.6.6 a dispute in relation to a Planning Request pursuant to Section C, sub-paragraph 6.8;
 - 4.6.7 a dispute in relation to a Functional Specification Change Request pursuant to Section C, sub-paragraph 10.5;
 - 4.6.8 a dispute in relation to a Design Specification Change Request pursuant to Section C, sub-paragraph 11.5;
 - 4.6.9 a dispute in relation to a Transmission Project Instruction Change Request pursuant to Section C, sub-paragraph 12.5;
 - 4.6.10 a dispute in relation to the reasonableness of a request by SONI for information or a change made to a Connection Site Specification pursuant to Section C, sub-paragraph 14.2;
 - 4.6.11 a dispute in relation to the effectiveness of a SONI Construction Application pursuant to Section D, sub-paragraph 2.4;
 - 4.6.12 a dispute in relation to a notice by NIE Networks that it does not intend to submit a Construction Offer pursuant to Section D, sub-paragraph 3.2;
 - 4.6.13 a dispute in relation to the effectiveness of a Construction Offer pursuant to Section D, sub-paragraph 3.5;
 - 4.6.14 a dispute in connection with a Construction Offer pursuant to Section D, sub-paragraph 4.2;
 - 4.6.15 a failure to agree Communications Plant under Section D, sub-paragraph 8.1;
 - 4.6.16 a dispute in relation to a request to change NIE Networks Asset Maintenance Policies pursuant to Section E, sub-paragraph 3.6;
 - 4.6.17 a dispute in relation to a request to change NIE Networks' Annual Maintenance Plan pursuant to Section E, sub-paragraph 4.6;

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- 4.6.18 a dispute in relation to NIE Networks' requests for Outages pursuant to Section F, sub-paragraph 4.7;
- 4.6.19 a dispute in relation to a change to the Final Version of the Outage Plan pursuant to Section F, sub-paragraph 6.6;
- 4.6.20 a dispute in relation to a failure to agree the Outage Implementation Process pursuant to Section F, sub-paragraph 7.1;
- 4.6.21 a failure to agree a change to the Outage Implementation Process pursuant to Section F, sub-paragraph 7.5: and
- 4.6.22 a dispute in relation to an Emergency Return to Service Time pursuant to Section F, sub-paragraph 8.1.1.
- 4.7 The Authority's determination of a Dispute pursuant to this paragraph 4 shall, without prejudice to any ability of either Party to apply for judicial review of any determination, be final and binding on the Parties.
- 4.8 It is expected that, in most cases, the Authority's determination of a Dispute pursuant to this paragraph 4 will set out the effect of the determination in terms of any actions or other steps that the Parties should take. To the extent that there is a Dispute between the Parties over the implementation of any such determination by the Authority (an "Implementation Dispute"), then any Party may, subject again to the obligation to hold initial discussions in the same terms as under paragraph 3, refer the Implementation Dispute back to the Authority for determination.
- 4.9 Following a determination under this paragraph 4, each Party shall take such steps as are required to give full and timely effect to that determination including, without limitation, issuing, withdrawing or modifying any document, notice, plan or process or taking any other steps required pursuant to the TIA.

5 Referrals to Arbitration

- 5.1 Subject to paragraph 3, either Party may, unless otherwise specified in the TIA, refer a Dispute that is not specifically designated for referral to the Authority under the TIA to arbitration under this paragraph 5. Any Dispute referred under this paragraph shall be referred to and finally resolved by arbitration under the rules of the Electricity Arbitration Association from time to time in force (the "Rules"), by one or more arbitrators appointed in accordance with the Rules (the "Tribunal"), and which Rules are deemed to be incorporated by reference into this paragraph. The Party commencing arbitration under the Rules shall send a copy of his Notice to Arbitrate to the Authority (as well as the other Party.).
- 5.2 The law of Northern Ireland shall be the proper law of reference to arbitration under this paragraph 5 and, in particular (but not so as to derogate from the generality of the foregoing), the provisions of the Arbitration Act 1996 shall apply to any such arbitration wherever it or any part of it shall be conducted save as prescribed in the Rules.
- 5.3 Any Tribunal appointed by the Electricity Arbitration Association under this paragraph 5 shall determine such issues as are referred to him or them consistently with any

determination by the Authority of a Dispute under paragraph 4, whether or not relating to the same or different facts.

- 5.4 The Tribunal of a Dispute under this paragraph 5 may order that the arbitration be stayed pending approval by the Authority of a proposal to amend the TIA.

Section R Grid Code**1 Grid Code**

- 1.1 SONI and NIE Networks hereby undertake with the other to be bound by and to comply with the Grid Code insofar as applicable subject to any derogations from the provisions of the Grid Code granted at or after the date hereof to either by the Authority.

Section S Transmission/Distribution System Connection & Use of System

1 Right To Be and Remain Connected and Energised

- 1.1 NIE Networks shall (subject to the provisions of the **Relevant Documents**) have the right for the **Distribution Connection Equipment** to be and remain connected to the **Transmission System** at the **Connection Point** and to be and remain **Energised** for the remainder of the **Term**.

2 Applications for Distribution Connections Requiring Transmission Works

- 2.1 Where a person applies to NIE Networks for an offer to connect, or to modify an existing connection, to the **Distribution System** which, in NIE Networks' view may require a **Construction Project** were it to proceed, NIE Networks shall submit an application to SONI to provide any necessary transmission works.
- 2.2 Should SONI receive such an application from NIE Networks then SONI shall submit an offer to NIE Networks to provide such works as may be chargeable to a connectee under SONI's **Connection Charging Methodology Statement**.
- 2.3 Should NIE Networks accept SONI's offer then NIE Networks shall pay the charges as set out in SONI's offer and as recorded in a statement of account drawn up for that purpose. The offer provided by SONI shall be in accordance with the terms and methods of calculation set out in SONI's **Connection Charging Methodology Statement**.
- 2.4 Any offer submitted by SONI to NIE Networks pursuant to sub-paragraph 2.2 shall be in accordance with a **Construction Offer** provided by NIE Networks to SONI pursuant to Section D, sub-paragraph 4.4.
- 2.5 Notwithstanding sub-paragraph 2.3 any charges so payable may be netted off other payments falling due under the TIA.

3 Emergency/Temporary De-Energisation

- 3.1 If, in the reasonable opinion of SONI, the condition or performance of the **Connection Equipment**, the **Distribution System** or the **Transmission System** or other **Plant** or **Apparatus** poses a threat of injury or material damage to any person or property (whether belonging to or operated by SONI, NIE Networks or any other person) SONI shall have the right to **De-energise** the **Connection Point** if it considers it necessary or expedient to do so to avoid such danger, injury or damage.
- 3.2 SONI may **De-energise** the **Connection Point** at any time if and to the extent that SONI acting as a **Reasonable and Prudent Operator** considers it necessary to do so:-
- 3.2.1 to enable SONI to inspect or to effect alterations, maintenance, repairs, removals, replacements or additions to any part of the **Transmission System** and any interconnector or to facilitate such actions in respect of the **Distribution System**;

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- 3.2.2 in the case of emergency affecting or liable to affect the proper working of the **Transmission System** or any other system through which SONI receives a supply of electricity directly or indirectly; or
- 3.2.3 to avoid interference with any supply for the time being delivered by SONI to any person.
- 3.3 Any **De-Energisation** of the **Connection Point** must be carried out in accordance with the provisions of the **Grid Code** and agreed safety procedures.
- 3.4 SONI shall **Re-Energise** the **Connection Point** as soon as practicable after the circumstances leading to any **De-energisation** under this paragraph 3 have ceased to exist.

4 Prudent Operating Practice

- 4.1 SONI, as a **Reasonable and Prudent Operator**, shall ensure that the **Transmission Connection Equipment** is operated in accordance with the **Grid Code**, and NIE Networks, as a **Reasonable and Prudent Operator**, shall ensure that the **Distribution Connection Equipment** is operated in accordance with the **Grid Code**, save that nothing in this paragraph shall prevent the **Distribution System** from responding to an unplanned event in either system such as to prevent outage or increase the stability of that system.

5 Rights of Access

- 5.1 Each **Party** hereby grants the other all necessary rights of access as are required for the purposes of using, operating, maintaining, inspecting, repairing and, if necessary, renewing or replacing the **Transmission Connection Equipment** or the **Distribution Connection Equipment**.
- 5.2 At each NIE Networks distribution substation to which a **Relevant Power Station** is connected NIE Networks shall so far as it is able to do so:
- 5.2.1 permit SONI to locate its SCADA and other telemetry and control equipment which SONI reasonably requires to be located at such substation pursuant to obligations in the SONI **Transmission Licence** within the NIE Networks switch room and/or NIE Networks control room and provide a power supply to such equipment;
- 5.2.2 procure such access rights as SONI may reasonably require for the purpose of installing, using, operating, maintaining, inspecting, repairing and, if necessary, renewing or replacing such equipment subject to compliance by SONI with such reasonable directions regarding access as may be given by NIE Networks or the site owner (as the case may be).

6 Site Specific Technical Conditions

- 6.1 NIE Networks shall use all reasonable endeavours to ensure that the **Distribution Connection Equipment** complies with and shall continue to comply with any site specific technical conditions. SONI shall ensure that NIE Networks uses all reasonable

endeavours to ensure that the **Transmission Connection Equipment** complies with and shall continue to comply with any other site specific technical conditions.

6.2 If NIE Networks or SONI wishes to modify, alter or otherwise change the site specific technical conditions or the manner of their operation:-

6.2.1 if the change is agreed not to be significant, it may do so upon obtaining the agreement of the other **Party**, such agreement not to be unreasonably withheld; or

6.2.2 in absence of such agreement, such modification, alteration or change shall be deemed to be a **Modification** for the purposes of the TIA.

7 Distribution User Requirements, Energisation and De-energisation

7.1 NIE Networks shall not **Energise** the connection between any **Relevant Power Station** and the **Distribution System** unless the user in respect of such **Relevant Power Station** has entered into the relevant agreement with SONI for use of the **Transmission System**, or for **Grid Code** compliance, as the case may be, as specified from time to time in Schedule 4 by SONI.

7.2 SONI shall notify NIE Networks in writing as soon as the condition has been satisfied in each particular case. SONI and NIE Networks shall notify each other as soon as reasonably practical if either **Party** becomes aware that a **Power Station** becomes or has ceased to be a **Relevant Power Station**

7.3 NIE Networks shall **De-energise** the connection equipment of or related to the use by any user referred to in paragraph 7.1 as soon as reasonably practicable following the instruction of SONI where such instruction is made pursuant to an agreement referred to in paragraph 7.1 SONI shall reimburse any expenses reasonably incurred in relation to such act of **De-energisation**, if any, and shall indemnify NIE Networks against any liability for loss or damage suffered by it as a result of such **De-energisation**. Details of any such circumstances likely to lead to such a **De-energisation** shall be notified promptly by SONI to NIE Networks. NIE Networks shall promptly notify SONI of any such **De-energisation**.

7.4 Schedule 4 contains the form of agreement to be entered into between SONI and a user in respect of a wind farm power station between 5MW and 10MW that is connected to the **Distribution System** for **Grid Code** compliance, where such user does not otherwise have an agreement with SONI for use of system.

7.5 Where NIE Networks **De-energises** the connection equipment of or related to the use by any user referred to in paragraph 7.1 other than in the circumstances described in paragraph 7.3 NIE Networks shall promptly notify SONI of any such **De-energisation**.

8 Definitions

8.1 In this Section S:

"**Connected**" or "**Connection**" or "**Connecting**" means the installation of the **Transmission Connection Equipment** in such a way that, subject to **Energisation**, **Transfers** may be made;

"**Connection Equipment**" means the **Transmission Connection Equipment** and/or the **Distribution Connection Equipment**;

"**Connection Point**" means the point at which the **Transmission Connection Equipment** is connected to the **Distribution Connection Equipment**;

"**De-energisation**" means the movement of any isolator, breaker or switch or the removal of any fuse so as to prevent electricity from flowing to the **Transmission System** from the **Distribution System** (and vice versa) and "**De-energised**", "**De-energise**" and "**De-energising**" shall be construed accordingly;

"**Disconnect**" or "**Disconnection**" or "**Disconnected**" means the permanent electrical disconnection of all or any of the **Transmission Connection Equipment** from the **Distribution Connection Equipment**;

"**Distribution Connection Equipment**" means the **Plant** and **Apparatus** agreed as such between the **Parties**;

"**Energise**" or "**Energising**" or "**Energisation**" or "**Energised**" means the movement of any switch or the insertion of any fuse or the taking of any other step so as to enable an electrical current to flow at the **Connection Point**;

"**Power Station**" means an installation comprising one or more turbine generators or wind turbine generators owned and/or controlled by the same generator (being a person granted a licence or exemption under the **Order**), which may reasonably be considered as being managed as one **Power Station**.

"**Relevant Power Station**" means a **Power Station** which participates in the Single Electricity Market (as defined in the **Transmission Licence**) pursuant to the TSC and/or is a wind farm power station between 5MW and 10MW that is connected to the **Distribution System**.

"**Reasonable and Prudent Operator**" means a person exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

"**Re-energise**" or "**Re-energisation**" or "**Re-energised**" means **Energisation** on a second or subsequent occasion during the currency of the TIA, following a **De-energisation**;

"**Relevant Document**" means the **Grid Code**, the **Distribution Code** and the TIA;

"**Term**" means the period of the TIA;

"**Transfer(s)**" means the transfer of electricity from the **Distribution System** to the **Transmission System** and/or from the **Distribution System** to the **Transmission System**, as the context requires;

"**Transmission Connection Equipment**" means the **Plant**, **Apparatus** and other items agreed as such between the **Parties**.

Section T Transition

1 Introduction

1.1 This Section T sets out certain transitional arrangements to be undertaken by the Parties to enable the Parties to meet their obligations under this TIA, which mainly relate to annual cyclical processes. These processes include:

1.1.1 Transmission planning; and

1.1.2 Outage planning.

1.2 This Section T will be in effect up to the end of the Transition Period, which shall be the period up until the end of December 2007, or such other date as the Parties may agree with the Authority.

1.3 The dates in paragraphs 2 and 3 may be amended by agreement between the Parties provided any changed dates are within the Transition Period.

2 Transmission Planning

2.1 NIE Networks and SONI shall agree by the date agreed pursuant to sub-paragraph 1.2 an initial programme of activities ("Annual Planning Programme") required to be undertaken by both Parties to support NIE Networks' annual assessment of the compliance of the Transmission System with the relevant sections of the Transmission and Distribution System Security and Planning Standards. Any failure to agree the Annual Planning Programme may be referred by either Party as a Dispute to the Authority in accordance with Section Q, sub-paragraph 4.1.

3 Outage Planning

3.1 By the end of November 2007 SONI shall issue to NIE Networks for comment such parts of the Outage Plan which cover Outages for the following calendar year.

3.2 By the end of December 2007 SONI shall ensure that the Outage Plan takes into account (insofar as is reasonable and practicable) any information or feedback received from NIE Networks, pursuant to sub-paragraph 3.1.

Section U Definitions

“ADR Notice”	See “ Alternative Dispute Resolution Notice ”
“Adoption”	the ownership transfer of the Contestable Works from the User , or the User’s ICP , as appropriate, to NIE Networks, with full title guarantee in accordance with the Contestable Offer Specific Requirements and the terms of the Standard Adoption Agreement (and Adopt, Adopted and cognate expressions shall be construed accordingly);
“Affiliate”	in relation to a Licensee or any subsidiary of a holding company of a Licensee , means any holding company of the Licensee or any subsidiary of the Licensee or any subsidiary of a holding company of the Licensee , in each case within the meaning of Article 4 of the Companies (Northern Ireland) Order 1986;
“All-Island Transmission Networks”	means the Transmission System and the RoI Transmission System taken together;
“Alternative Dispute Resolution Notice”	a notice served on a Party to initiate dispute resolution through mediation, as set out in Section Q, sub-paragraph 3.4;
“Amendment Meeting”	a meeting convened to consider a Proposed Amendment , as set out in Section P, sub-paragraph 2.2.1.4;
“Amendment Procedures”	the procedures to be followed in respect of amendments to the TIA as set out in Section P, paragraph 2;
“Amendment Register”	the register established and maintained by the Parties in accordance with Section P, sub-paragraph 2.3;
“Amendment Report”	the report in respect of a Proposed Amendment as defined in Section P, sub-paragraph 2.2.4.7;
“Annual Maintenance Plan”	NIE Networks’ work plan for the maintenance of transmission Apparatus , which sets out the Apparatus to be maintained and a high level description of the work to be carried out, and is submitted each year pursuant to Section E, paragraph 4;
“Annual Planning Programme”	as defined in Section C, paragraph 3;
“Apparatus”	all equipment in which electrical conductors are used, supported or of which they may form a part;

“Approved Amendments”	Proposed Amendments including Urgent Amendment Proposals to the TIA approved by the Authority in accordance with Section P;
“Assessment”	the analysis and impact assessment commissioned in accordance with and as defined in Section P, subparagraph 2.2.4.2;
“Assessment and Report Phase”	the process for assessing Proposed Amendments and any Alternative Amendments and formulating an Amendment Report as set out in Section P, subparagraph 2.2.4;
“Asset Maintenance Policies”	NIE Networks’ policies relating to transmission Apparatus , as set out in Section E, paragraph 3;
“Asset Related Policies”	includes, but is not limited to, policies, standards and specifications relating to asset management, maintenance, network design, primary plant, secondary plant, protection equipment, construction, safety, environment, security of premises and assets, in relation to the Transmission System . For the avoidance of doubt, Asset Related Policies does not include system security and planning standards, protection philosophy and other standards, policies, and specifications relating wholly or mainly to Transmission System control;
“Asset Replacement Plan”	NIE Networks’ plan for the replacement, renovation, modification or alteration of its Plant or Apparatus . It does not include works required by SONI in planning the development of the Transmission System .
“Authorised Area”	As defined in NIE Networks’ licence;
“Authority”	means the Utility Regulator , as established under the Energy Order ;
“Authority for Access”	arrangements for NIE Networks individuals gaining access to Users’ Sites and Users gaining access to NIE Networks Sites , as set out in Section D, paragraph 15;
“Back Stop Date”	the date by which an item of Derogated Plant is to attain its Required Standard , as specified in or pursuant to a Transmission Derogation ;
“Base Rate”	in respect of any day, the rate per annum which is equal to the base lending rate from time to time of the Bank of England as at the close of business on the immediately preceding Business Day ;
“Bulk Supply Point”	a point at which the Distribution System connects to the Transmission System ;
“Business Day”	any weekday other than a Saturday on which banks are open for domestic business in the city of Belfast;

“Calendar Quarter”	each of the three calendar month periods commencing on, respectively, January 1, April 1, July 1 and October 1 each calendar year;
“Centre for Effective Dispute Resolution” or “CEDR”	the independent non-profit organisation known as such set up to encourage and develop mediation and other cost-effective dispute resolution techniques in commercial disputes;
“Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure”	the procedure issued by CEDR setting out arrangements for dispute resolution;
“Change”	any addition, replacement, refurbishment, renovation, modification, alteration, construction or withdrawal;
“Commission”	the Commission for Energy Regulation in the Republic of Ireland;
“Commissioning Programme”	in relation to a particular Construction Project , as defined in the Construction Agreement ;
“Communications Plant”	electronic communications network infrastructure, including control telephony, used to facilitate real-time communications;
“Competent Authority”	the Department , the Authority and any local or national agency, authority, department, inspectorate, minister, ministry, official or public or statutory person (whether autonomous or not) of, or of the government of, the United Kingdom or the European Community;
“Connection Agreement”	an agreement between SONI and a User setting out the terms relating to a connection to the Transmission System ;
“Connection Charging Methodology Statement”	means the statement prepared pursuant to condition 30 (4) of SONI’s licence, as approved by the Authority ;
“Connection Offer”	means an offer of connection to the Transmission System and is either a Non-Contestable Offer or a Contestable Offer ;
“Connection Site”	each location at which User Equipment and Transmission Connection Assets required to connect that User to the Transmission System are situated. If two or more Users own or operate Plant and Apparatus which is connected at any particular location that location shall constitute two (or the appropriate number of) Connection Sites ;
“Connection Site Rules”	rules relating to a Connection Site , as set out in Section D, paragraph 14;
“Connection Site Specification”	as set out in Section C, paragraph 9;

“Consents”	means planning permission or approval under primary or subordinate legislation, in particular Article 40 of the Order ;
“Construction Agreement”	a contract for the construction of those Changes to NIE Networks’ Transmission System set out in an NIE Networks Construction Offer ;
“Construction Application”	as defined in Section D, sub-paragraph 2.1.2, and specified in Schedule 2;
“Construction Application Date”	the date of receipt by NIE Networks of an effective Construction Application ;
“Construction Offer”	an offer made by a NIE Networks to SONI pursuant to Section D, paragraph 3, and specified in Schedule 3;
“Construction Programme”	as agreed between SONI and NIE Networks in relation to a Construction Project , or part of a Construction Project , and set out in the relevant Construction Agreement ;
“Construction Projects”	as defined in Section D, sub-paragraph 2.1.1;
“Contestable Offer”	means an offer of connection to the Transmission System made by SONI to a User pursuant to Condition 25 of SONI’s Transmission Licence which is based on the User (or User’s ICP) delivering the Contestable Works ;
“Contestable Offer Specific Requirements”	means the requirements specified in schedule 9;
“Contestable Works”	the works that an offer of connection to the Transmission System made by SONI to a User pursuant to Condition 25 of SONI’s Transmission Licence identifies can be carried out by a party other than NIE Networks and SONI (and ‘ Contestable ’ and ‘ Contestability ’ will be interpreted accordingly);
“Contestable Works Failure”	circumstances arising from actions or inactions of a User , an ICP , or any party other than NIE Networks in relation to the performance of Contestable Works
“De-energisation”	the movement of any isolator, breaker or switch or the removal of any fuse whereby no electricity can flow to or from the Transmission System through User Equipment ;
“Default Interest Rate”	the Base Rate at the Due Date for payment of an amount under the TIA plus two per cent per annum;
“Department”	means the Department for the Economy;
“Derogated Plant”	Plant or Apparatus which is the subject of a Transmission Derogation ;

“Design Specification”	the document referred to in Section C, paragraph 10, and Section D, paragraph 9 and specified in schedule 7;
“Design Specification Change Request”	a request to change a Design Specification submitted by SONI to NIE Networks as set out in Section C, sub-paragraph 10.3 and Section D, sub-paragraph 9.3;
“Disclose”	disclose, reveal, report, publish or transfer by any means and " Disclosure " and " Disclosing " shall be construed accordingly;
“Dispute”	a failure to agree or other dispute between SONI and NIE Networks under or otherwise arising in relation to the subject matter of the TIA or a Construction Agreement including, without limitation, a dispute involving a breach or alleged breach of the TIA or a Construction Agreement ;
“Distribution Code”	means the Distribution Code prepared pursuant to NIE Networks’ Transmission Licence as from time to time revised in accordance with NIE Networks’ Transmission Licence ;
“Distribution Licence”	The licence granted to NIE Networks by the Department for the Economy under Articles 10(1), 10(6), 11 and 13 of the Electricity (Northern Ireland) Order 1992;
“Distribution Network Owner” or “DNO”	NIE Networks acting in its capacity as owner of the Distribution System ;
“Distribution System”	means the electric lines within the Authorised Area , owned by NIE Networks (but not, for the avoidance of doubt, any lines forming part of the Transmission System) and any other electric lines which the Authority may specify as forming part of the Distribution System , including (in each case) any electrical plant and/or meters used in connection with distribution.";
“Due Date”	as set out in Section N, sub-paragraph 3.3;
"Electricity Arbitration Association"	the unincorporated members' club of that title formed inter alia to promote the efficient and economic operation of the procedure for the resolution of disputes within the electricity supply industry by means of arbitration or otherwise in accordance with its arbitration rules;

“Emergency Return to Service Time”	the period of time required by NIE Networks to reinstate the part(s) of the Transmission System affected by an Outage so that such part(s) or any other relevant parts of the Transmission System can again be made available, to the extent identified in the Outage Plan , for the purpose of conveying and affecting the flow of electricity pursuant to Section F, sub-paragraph 3.1;
“Energisation”	the movement of any isolator, breaker or switch or the insertion of any fuse so as to enable Energy to flow from and to the Transmission System through equipment (and " Energised " shall be construed accordingly);
“Energy”	the electrical energy produced, flowing or supplied by an electric circuit during a time interval, being the integral with respect to time of the power, measured in units of watt-hours or standard multiples thereof i.e. 1000 Wh = 1kWh 1000 kWh = 1 MWh 1000MWh = 1 GWh 1000 GWh = 1 TWh
“Energy Order”	means the Energy (Northern Ireland) Order 2003;
“Engineering Charges”	the charges levied by NIE Networks in relation to a SONI Construction Application ;
“Environmental Impact Assessment”	the preparation of any environmental statement or environmental information required to be submitted in accordance with the Planning (Environmental Impact Assessment) Regulations (Northern Ireland) 1999 as revised or replaced by any similar statutory provision;
“Evaluation Phase”	the phase for evaluation of a Proposed Amendment under Section P, sub-paragraph 2.2.3;
“Event”	an unscheduled or unplanned occurrence on, or relating to, the Transmission System including, without limitation, faults, incidents, breakdowns and adverse weather conditions;
“Financial Year”	the period of 12 months ending on 31 March in each calendar year;
“Final Version of the Outage Plan”	the version of the Outage Plan issued by SONI at the end of September in each year, in accordance with Section F, sub-paragraph 5.2;
“Functional Specification”	the document referred to in Section C, paragraph 9, Section D, paragraph 8 and specified in Schedule 6;

“Functional Specification Change Request”	a request to change a Functional Specification submitted by NIE Networks to SONI as set out in Section C, sub-paragraph 9.3 and Section D, sub-paragraph 8.3;
“General System Charges”	charges to recover costs associated with those assets which are not User connection assets, set to recover NIE Networks’ allowable revenue approved by the Authority ;
“Generator”	as defined in the Grid Code ;
“Generating Unit Protection”	as defined in the Grid Code ;
“Good Industry Practice”	in relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;
“Grid Code”	the code of that name drawn up pursuant to SONI’s Transmission Licence as amended from time to time in accordance with SONI’s Transmission Licence ;
“Implementation Date”	the date proposed as the date for the implementation of a Proposed Amendment or any Alternative Amendment in accordance with and as defined in Section P, sub-paragraph 2.4;
“Implementation Dispute”	as defined in Section Q, paragraph 4.8;
“Independent Connection Provider” or “ICP”	A person other than NIE Networks or SONI who is accredited under the National Electricity Registration Scheme (NERS) operated by Lloyd’s Register in Northern Ireland to undertake Contestable Works in relation to the provision of a connection to the Distribution or Transmission System .
“Interface Agreement”	an agreement entered into by NIE Networks and a User pursuant to Section K;
“Joint Investigation”	an investigation conducted jointly by both Parties and, where relevant, other persons into a Significant Incident or Related Significant Incidents under Section J, paragraph 2;
“Land Rights”	means the legal right required for the installation and retention of the Plant and Apparatus by NIE Networks as asset owner (whether by agreement or by use of compulsory powers) by means of wayleaves, easements, access rights, land options, leases and other legal rights;
“Licence Standards”	the standards to be met by SONI under Condition 20 of its Transmission Licence ;

“ Licensee ”	the holder of a licence issued under Section 10 of the Order ;
“ Metering Code ”	means the code of that name which forms part of the Grid Code ;
“ Modification ”	actual or proposed replacement, renovation, modification, alteration, or construction by or on behalf of a User or NIE Networks to either the User's Plant or Apparatus or the manner of its operation or NIE Networks' Plant or Apparatus or the manner of its operation;
“ Modified Connection Offer ”	means a Connection Offer which has been modified from a Contestable Offer to a Non-Contestable Offer or vice-versa only;
“ Modified Construction Application ”	means a Construction Application which has been modified pursuant to an application for a Modified Connection Offer ;
“ Modified Construction Offer ”	means a Construction Offer which has been modified pursuant to an application for a Modified Connection Offer ;
“ National Electricity Registration Scheme ” or “ NERS ”	means the scheme of that name operated by Lloyd’s Register in Northern Ireland;
“ New Connection ”	a new or proposed connection for which SONI has received a User Application ;
“ NIE Networks Charges ”	charges comprising General System Charges and Site-Specific Charges ;
“ NIE Networks Site ”	a site owned (or occupied pursuant to a lease, licence or other agreement) by NIE Networks in which there is a Connection . For the avoidance of doubt, a site owned by a User but occupied by NIE Networks is an NIE Networks Site ;
“ Non-Contestable Offer ”	means an offer of connection to the Transmission System which is based on the relevant Licensee delivering the Contestable Works and Non-Contestable Works ;
“ Non-Contestable Works ”	means works that are identified in the Connection Offer which may only be carried out by a Licensee (and ‘ Non-Contestable ’ will be interpreted accordingly);
“ Normal Capability Limits ”	as defined in Section B, sub-paragraph 3.1;
“ Northern Ireland Market Operator Licence ”	means the licence granted, under Article 10(1)(d) of the Order , to SONI Limited (a body corporate registered in Northern Ireland under company number NI038715) on 3 July 2007;

“ Notice to Arbitrate ”	as defined in Section P, sub-paragraph 4.1;
“ Operational Capability Limits ”	as defined in Section B, sub-paragraph 4.3;
“ Operational Effect ”	an effect which causes the Transmission System to operate (or be at a materially increased risk of operating) differently to the way in which it would or may have normally operated in the absence of such effect;
“ Option Appraisal ”	means the process used to narrow down the list of technically feasible options and identify a Preferred Transmission Reinforcement Option or a Preferred Transmission Connection Option , as appropriate;
“ Order ”	means The Electricity (Northern Ireland) Order 1992;
“ Outage ”	a planned temporary reduction in the extent to which Transmission Services are provided by NIE Networks pursuant to Section B, sub-paragraph 4.1.1;
“ Outage Implementation Process ”	as defined in Section F, paragraph 7;
“ Outage Plan ”	the plan for the scheduling of Outages maintained by SONI in accordance with Section F;
“ Party ”	a person who is bound by the TIA by virtue of being a party to the TIA ;
“ Party Representatives ”	the representatives of the Parties as defined in Section P, subparagraph 2.2.1.5;
“ Planned Works ”	as defined in Section C, sub-paragraph 7.3.3;
“ Planning Code ”	Means the code of that name which forms part of the Grid Code ;
“ Planning Data ”	data specified in Parts 1 and 2 of the Appendix to the Planning Code within the Grid Code ;
“ Planning Request ”	as defined in Section C, sub-paragraph 7.6;
“ Plant ”	fixed and moveable items used in the generation and/or supply and/or transmission of electricity other than Apparatus ;
“ Power System Restoration Plan ”	means the plan of that name owned and maintained by SONI;
“ Preferred Route Corridor ”	means the Route Corridor identified by SONI to be taken forward for the development of the Route Alignment ;
“ Preferred Transmission Connection Option ”	means the Transmission Connection Option identified by SONI to be taken forward for Route Corridor Studies ;

“Preferred Transmission Reinforcement Option”	means the Transmission Reinforcement Option identified by SONI to be taken forward for Route Corridor Studies ;
“Proposed Amendment”	a proposed amendment to the TIA as defined at Section P, sub-paragraph 2.2.1.3;
“Proposed Amendment Report”	the proposed form of the Amendment Report developed in accordance with and as defined in Section P, sub-paragraph 2.2.4.7;
“Proposer”	a Party or other person making a proposal for an amendment to the TIA as defined in Section P, sub-paragraph 2.2;
"Ranking Order"	means SONI's forecast of available generating units, listed in order of likely operation, whose generated output would contribute to meeting forecast demand;
"Reasonable Charges"	reasonable cost reflective charges comparable to charges for similar services obtainable in the open market;
“Reference Notice”	a notice sent to the Authority and copied to the other Party in relation to a Dispute under Section Q, sub-paragraphs 4.1 setting out details of the Dispute ;
“Regulations”	means the Electricity Supply (Northern Ireland) Regulations 1991 as amended from time to time;
“Related Significant Incidents”	a series of Significant Incidents in which one or more Significant Incidents cause or exacerbate one or more other Significant Incidents ;
"Related Undertaking"	in relation to any person means any undertaking in which that person has a participating interest as defined by Article 268 of the Companies (Northern Ireland) Order 1986;
“Relevant Connection Site”	in respect of each Construction Project , the Connection Site which is the subject of the relevant User Application ;

“Relevant Aims of the TIA”	<p>(a) the efficient discharge of the obligations imposed on the Parties (in their capacities as such) under the Order, the Energy Order, the SEM Order and their respective licences;</p> <p>(b) the development, maintenance and operation of the Transmission System as part of efficient, economical, co-ordinated, safe, secure and reliable All-Island Transmission Networks;</p> <p>(c) effective competition in the generation and supply of electricity on the Island of Ireland; and</p> <p>(d) the promotion of good industry practice and efficiency in the implementation and administration of the matters covered by the TIA.</p>
“Replacement of Assets”	any replacement of Transmission Connection Assets by NIE Networks which is the subject of, or otherwise requires, notice to be given by SONI to a User ;
“Requesting Party”	as defined in Section J, sub-paragraph 1.8;
“Required Action”	as defined in Section O, sub-paragraph 19.6.1;
“Required Standard”	in relation an item of Derogated Plant , the respective standard required of that item (which shall not exceed that required by the Grid Code or the Licence Standard(s) as specified in or pursuant to a Transmission Derogation);
“Responding Party”	as defined in Section J, sub-paragraph 1.8;
“RoI Grid Code”	the code of that name drawn up by the RoI TSO ;
“RoI System Planning Data”	data that must be submitted at regular periods by all users of the RoI Transmission System to the RoI TSO pursuant to the RoI Grid Code ;
“RoI Transmission System”	means the system of electric lines operated by the RoI TSO and comprising high voltage lines and electrical plant and meters used for conveying electricity from a generating station to a substation, from one generating station to another, and from one substation to another within the Republic of Ireland;
“RoI Transmission System Operator” or “RoI TSO”	means EirGrid plc, a company formed pursuant to Regulation 34 of the Republic of Ireland legislation known as the European Communities (Internal Market in Electricity) Regulations 2000) and licensed under Section 14 (1) (e) of the Republic of Ireland Electricity Act;
“RoI TSO Application”	an application made by the RoI TSO to SONI in respect of a connection in the RoI or for use of the All-Island Transmission Networks ;

“RoI TSO Application Date”	the date of receipt by SONI of an effective RoI TSO Application ;
“Route Alignment”	means a precise route for an overhead transmission line or underground transmission cable within the Preferred Route Corridor ;
“Route Corridor”	means a swathe of land between the proposed start and end points, within which an overhead transmission line or underground transmission cable could be located;
“Route Corridor Studies”	means an appraisal of the planning and environmental constraints to identify potential Route Corridor options and potential transmission substation site locations within a defined study area;
“Rules”	as defined in Section Q, sub-paragraph 5.1;
“Safety Coordinator”	as defined in the Grid Code ;
“Safety Rules”	the rules and procedures (as amended or re-stated from time to time) of NIE Networks or a User to ensure safety from the system;
“Safety Rule Instructions”	instructions developed from the Safety Rules that are used to provide instruction and guidance in specific operational or working areas;
“Secured Event”	as defined in the Transmission and Distribution System Security and Planning Standards ;
“SEM Order”	means the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007;
“Services Reduction”	as defined in Section B, sub-paragraph 4.1.2;
“Services Reduction Risk”	as defined in Section B, sub-paragraph 4.5.2;
“Services Restoration Proposal”	as defined in Section B, sub-paragraph 4.7.4;
“Significant Incident”	<p>an Event which either Party determines, pursuant to Section J, sub-paragraph 1.1, has had or may have a significant effect on the Transmission System including, without limitation, an Event(s) having an Operational Effect which results in, or may result in:</p> <ul style="list-style-type: none"> (a) operation of Plant and/or Apparatus either manually or automatically; (b) voltage on any part of the Transmission System moving outside statutory limits; (c) frequency of any part of the Transmission System falling outside statutory limits; or (d) instability of any part of the Transmission System.
“Site Responsibility Schedule”	as defined in the Grid Code ;

“Site-Specific Charges”	charges relating to costs associated with those assets classed as User Transmission Connection Assets ;
“Specialised Procedures”	a procedure which may be developed when a decision is taken that it is not reasonably practical to implement the Safety Rules which will provide working methods to ensure the work is able to be undertaken safely;
“SONI Charges”	those charges payable by NIE Networks to SONI as set out and specified in, and determined in accordance with, each relevant Construction Agreement or Transmission Project Agreement and approved by the Authority ;
“Standard Adoption Agreement”	The agreement, on such terms as determined by NIE Networks, between NIE Networks, the relevant User (and the relevant User's ICP , where an ICP is used by the User for the Contestable Works) covering the ownership transfer of Contestable Works from the relevant User (or relevant User's ICP where applicable) to NIE Networks;
“Step-In Direction”	as defined in Section O, sub-paragraph 19.4;
“Step-In Notice”	as defined in Section O, sub-paragraph 19.5;
“Step-Out Notice”	as defined in Section O, sub-paragraph 19.10;
“System Construction”	Transmission Reinforcement Works ancillary to a New Connection or Modification which are not the subject of a Transmission Project Agreement ;
“System Data”	all data relating to the assets and performance of Transmission System which is required to carry out system studies;
“System Operator Agreement” or “SOA”	means the system operator agreement provided for in Condition 24 of SONI’s Transmission Licence ;
“Tests”	tests involving simulating conditions or the controlled application of irregular, unusual or extreme conditions on the Transmission System or any part of the Transmission System or any other tests of a minor nature but which do not include commissioning or re-commissioning tests (and “ Testing ” shall be construed accordingly);
“TIA”	means these Transmission Interface Arrangements made between SONI Ltd and NIE Networks plc;
“TIA Subsidiary Document”	a subsidiary document forming part of the TIA as listed in Schedule 1;
“Trading and Settlement Code” or “T&SC”	means the code of that name referred to in Condition 15 of the Northern Ireland Market Operator Licence ;
“Transition Period”	as defined in Section T, sub-paragraph 1.2;

“Transmission and Distribution System Security and Planning Standards”	The standards referred to in Condition 19 of NIE Networks’ Transmission Licence and also in Condition 20 of SONI’s Transmission Licence ;
“Transmission Connection Asset”	the assets specified as Transmission Connection Assets : (a) in the Connection Site Specification ; and (b) in relation to assets still being constructed, in the Construction Agreement ;
“Transmission Connection Option”	means a technically feasible option, specifying connection points and technology, which could meet an existing or future Transmission System connection need arising from a Construction Project ;
“Transmission Derogation”	a direction issued by the Authority relieving SONI from the obligation under its Transmission Licence to comply with standards or requirements in accordance with which it is otherwise required to plan and develop the Transmission System (including any conditions which apply in respect of such derogation, and “Derogated” shall be construed accordingly;
“Transmission Development Programme”	the statement referred to in Section C, paragraph 5;
“Transmission Information”	information related to the planning, development, operation or configuration of any part of the Transmission System or the RoI Transmission System , but not including User Data ;
“Transmission Investment Plan”	the plan developed by NIE Networks in relation to the development each Financial Year of the Transmission System pursuant to Section C, paragraph 7;
“Transmission Licence”	a licence to participate in the transmission of electricity granted under Article 10(1)(b) of the Order ;
“Transmission Network Annual Report”	the statement referred to in Section C, paragraph 4;
“Transmission Owner”	Northern Ireland Electricity plc in its capacity as the owner of the Transmission System ;
“Transmission Project Instruction”	the document referred to in Section C, paragraph 12;
“Transmission Project Agreement”	the document referred to in Section C, sub-paragraph 12.7.1
“Transmission Reinforcement Option”	means a technically feasible option, specifying connection points and technology, which could meet an existing or future Transmission System reinforcement need which has been identified in a Transmission Network Annual Report ;

“Transmission Reinforcement Project”	means a project identified in the Transmission Development Programme and which has been selected for development from the conceptual stage through to the point where the project is ready for construction;
“Transmission Reinforcement Works”	works required to reinforce the Transmission System as specified in a Transmission Project Agreement or Construction Agreement ;
“Transmission Services”	as defined in Section B, sub-paragraph 2.1;
“Transmission Services Specification”	the specification of NIE Networks services provided and maintained in accordance with Section B, sub-paragraph 3.1;
“Transmission System”	means the system of electric lines owned by NIE Networks and comprising high voltage lines and electrical plant and meters used for conveying electricity from a generating station to a substation, from one generating station to another, and from one substation to another within the Authorised Area (including such part of the North/South Circuits as is owned by the NIE Networks) (except any such lines which the Authority may approve as being part of NIE Networks’ Distribution System) and any other electric lines which the Authority may specify as forming part of the Transmission System , but shall not include any Interconnector;
“Tribunal”	as defined in Section Q, sub-paragraph 5.1;
“Urgent Proposed Amendment”	an urgent proposal to amend the TIA proposed in accordance with Section P, sub-paragraph 2.2.2;
“Use of System Agreement”	an agreement between SONI and a User setting out the terms relating to use of the Transmission System .
“User”	any person who is a “user” under particular sections of the Grid Code and has a Connection Agreement .
“User Application”	an application made by a User to SONI in respect of: (a) a New Connection ; or (b) a Modification ; or (c) use of the All-Island Transmission Networks . A User Application may be for either a Contestable Offer or a Non-Contestable Offer .
“User Application Date”	the date of receipt by SONI of an effective User Application ;

“User Data”	information of or related to a User or Users including, without limitation, information about the business of a User , a User Site , User Works , User Outage or the operation or configuration of any User’s Equipment or User’s System ;
"User Derogation"	a direction issued by the Authority relieving a User from the obligation under its Licence to comply with such parts of the Grid Code as may be specified in such direction, and "Derogated" shall be construed accordingly;
“User’s Equipment”	the Plant and Apparatus owned by a User which is connected to the Transmission System at any particular Connection Site or at any New Connection Site to which that User wishes so to connect;
“User Outages”	a planned outage of part or all of a User System or User Equipment ;
“User Site”	a site owned (or occupied pursuant to a lease, licence or other agreement) by a User in which there is a Connection . For the avoidance of doubt, a site owned by NIE Networks but occupied by a User is a User Site ;
“User’s System”	any system owned or operated by a User comprising generating units together with Plant and/or Apparatus connected to the Transmission System ;
“User Works”	those works to be undertaken by a User which are necessary for installation of User Equipment and which are specified for each Construction Project in the relevant Construction Agreement(s) ;
“Works”	as the context admits or requires, NIE Networks Transmission Construction Works and User Works .

Schedule 1 List of TIA Subsidiary Documents

None

Schedule 2 Construction Application Specification

1 Introduction

- 1.1 This schedule specifies the information which shall be provided by SONI to NIE Networks in order that NIE Networks may decide whether or not it needs to submit a **Construction Offer** in respect of a **Construction Project**.
- 1.2 Terms which are in bold type and capitalised shall be interpreted according to the definition in Section U of the TIA or the Grid Code.

2 Information to be contained in all Construction Applications

- 2.1 All **Construction Applications** submitted by SONI to NIE Networks pursuant to Section D, paragraph 2, shall contain the following information:
- 2.1.1 A reference number or name for the **Construction Application**;
- 2.1.2 Details of any pre-application feasibility studies that have been carried out and are relevant to the **Construction Application**;
- 2.1.3 The **User Application Date** or the **RoI TSO Application Date**; and
- 2.1.4 As appropriate, the target connection date and/or the target operational date, accompanied by a high level programme.

3 Information to be contained in all Construction Applications relating to an application for a New Connection or a Modification in Northern Ireland

- 3.1 Where a **User** has applied for a **New Connection** in Northern Ireland the **Construction Application** shall contain the following information:
- 3.1.1 A 1:50,000 ordnance survey map with the location of the **Connection Site** clearly marked;
- 3.1.2 A site plan showing the proposed **Connection Site**, all major items of **User Equipment**
- 3.1.3 A high-level functional design and any proposed location for NIE Networks' **Transmission Connection Assets**, including details of land ownership, site services to be provided by the **User** and site access;
- 3.1.4 Details of any planning consents acquired by the **User**;
- 3.1.5 The **User's** preference (as indicated in the relevant **User Application**) for a **Contestable Offer** or a **Non-Contestable Offer**;
- 3.1.6 The **User's** preference for payment terms for the **New Connection**; and
- 3.1.7 The **User's** preference for payment of the application fee.

- 3.2 Where a **User** has applied for a **Modification** in Northern Ireland the **Construction Application** shall contain the following information:
- 3.2.1 Where appropriate, a 1:50,000 ordnance survey map with the location of the **Connection Site** clearly marked;
 - 3.2.2 Where appropriate, a site plan showing the **Connection Site** and all major items of **User Equipment**;
 - 3.2.3 A high-level functional design and any proposed location for NIE Networks' **Transmission Connection Assets**, including details of land ownership, site services to be provided by the **User** and site access;
 - 3.2.4 Details of any planning consents acquired by the **User**;
 - 3.2.5 The **User's** preference for payment terms for the **Modification**; and
 - 3.2.6 The **User's** preference for payment of any application fee.
- 4 Information to be contained in all Construction Applications relating to an RoI TSO Application**
- 4.1 Data submitted to the **RoI TSO** under the **Planning Code** of the **RoI Grid Code**;
 - 4.2 Any preference for payment terms for the **System Construction**; and
 - 4.3 The **User's** preference for payment of any application fee.

Schedule 3 Construction Offer Specification

1 Introduction

- 1.1 This schedule specifies the information which shall be provided by NIE Networks to SONI in a **Construction Offer**, in respect of a **Construction Project**. It covers the minimum technical, commercial and project management requirements of the **Construction Offer**.
- 1.2 Terms which are in bold type and capitalised shall be interpreted according to the definition in Section U of the TIA or the **Grid Code**.

2 Information to be contained in all Construction Offers

- 2.1 NIE Networks and SONI will develop a pro forma **Construction Offer** which will contain the information listed in paragraph 2 within 12 months of 1 November 2007 or such longer period as the **Authority** may direct.
- 2.2 All **Construction Offers** submitted by NIE Networks to SONI, pursuant to Section D, sub-paragraph 4.4, shall contain the following information:
- 2.2.1 The reference number or name of the **Construction Application**;
 - 2.2.2 Details of any pre-application feasibility studies that have been carried out and are relevant to the **Construction Application**;
 - 2.2.3 The **User Application Date** or the **RoI TSO Application Date**;
 - 2.2.4 Any specific safety issues or requirements;
 - 2.2.5 Project management contact details;
 - 2.2.6 NIE Networks' charges, if any, for the **Construction Project**, in reasonable but not excessive detail, setting out:
 - 2.2.6.1 The basis of the charges, for example fixed price or indicative price;
 - 2.2.6.2 Charges relating to design review, inspection and monitoring of the **Contestable Works**;
 - 2.2.6.3 Payment terms, detailing milestone payments, if any; and
 - 2.2.6.4 Any price adjustment events and methodologies (including, where applicable, in relation to the relevant **User's** compliance with any **Contestable Offer** made pursuant to the relevant **User Application**).
 - 2.2.7 A construction programme containing:
 - 2.2.7.1 Asset specific commissioning dates, including phased commissioning where appropriate;
 - 2.2.7.2 Scheme completion date;

-
- 2.2.7.3 Site access dates, if any;
 - 2.2.7.4 Outage requirements;
 - 2.2.7.5 Dependencies on any **User Works** or receipt of information from the User;
 - 2.2.7.6 Dependencies on any third party works;
 - 2.2.7.7 Dates and frequency of progress reports; and
 - 2.2.7.8 Dependencies on any **Contestable Works**.
- 2.2.8 A site plan showing the proposed **Connection Site**, all major items of **User Equipment** and any proposed location for NIE Networks' **Transmission Connection Assets**, including details of land ownership, site services to be provided by the **User** and site access;
- 2.2.9 Details of any planning consents to be acquired by NIE Networks;
- 2.2.10 Designs in sufficient detail showing the main items required for any **Transmission Connection Assets** and/or any **Transmission Reinforcement Works**;
- 2.2.11 A description in reasonable but not excessive detail of the scope of the **Construction Offer**, relating to:
- 2.2.11.1 New or modified switchgear, including circuit breakers, disconnectors, busbars, CTs, VTs and line traps;
 - 2.2.11.2 New or modified overhead lines;
 - 2.2.11.3 New or modified cables;
 - 2.2.11.4 New or modified power transformers, series reactors and quadrature boosters;
 - 2.2.11.5 New or modified reactive compensation plant;
 - 2.2.11.6 New or modified protection and control equipment; and
 - 2.2.11.7 New or modified civil works.
- 2.2.12 A requirement that SONI procures that the terms of any **Contestable Offer** to be made by SONI to the relevant **User** requires that the **User** (and the relevant **User's ICP**, where an **ICP** is used by the **User** for the **Contestable Works**) enters into a **Standard Adoption Agreement** with NIE Networks within a reasonable period of time.
- 2.2.13 Without prejudice to the provisions of paragraph 8 of Section B, any further reasonable requirements of NIE Networks in respect of the terms of, and SONI's

management and enforcement of, any **Contestable Offer** to be made by SONI to the relevant **User** pursuant to the relevant **User Application**.

3.1 This Agreement contains the entire Agreement between the Parties with respect to its subject matter and expressly excludes any warranty, condition or other undertaking implied at law or by custom and supersedes all previous arrangements and understandings between the Parties with respect to its subject matter and each of the Parties acknowledges and confirms that it does not enter into this Agreement in reliance on any representation, warranty or other undertaking by the other Party not fully reflected in the terms of this Agreement.

4. Governing Law

4.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Northern Ireland. Subject and without prejudice to clause 5, the courts in Northern Ireland shall have jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement.

5. Dispute resolution

5.1 Save where expressly stated in this Agreement to the contrary and subject to any contrary legal requirement, any dispute or difference associated with this Agreement between the Parties hereto shall be referred to arbitration pursuant to the arbitration rules of the Electricity Arbitration Association in force from time to time.

5.2 The proper law of any reference to arbitration hereunder and in particular (but not so as to derogate from the generality of the foregoing) in order to comply with the rules of the Electricity Arbitration Association the provisions of the Arbitration Acts 1950 (notwithstanding anything in section 34 thereof) to 1979 shall apply to any such arbitration.

5.3 Where a third party brings any legal proceedings against either Party, and that Party wishes to join the other Party in such proceedings, where otherwise a dispute or difference would have been referred to arbitration under sub-clause 5.1, the court in which legal proceedings have been commenced shall have jurisdiction unless such an arbitration has commenced before the legal proceedings have been commenced.

6. Termination

6.1 This Agreement shall terminate automatically on termination of the Connection Agreement.

6.2 You may, by notice to the TSO, forthwith terminate this Agreement if the TSO ceases to hold the TSO Licence.

7. Savings Clause

7.1 If any provision of the Agreement is or becomes or is declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject or by order of the Commission of the European Communities or by order of the Department of Enterprise, Trade and Investment such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of this Agreement which shall continue in full force and effect.

8. Variation

- 8.1 This Agreement shall be automatically modified by notice from the TSO to You to reflect any changes as are approved by the Authority to the pro forma Grid Code compliance agreement appended to the Transmission Interface Arrangements. Such notice may be given by publication on TSO's website.

9. Third Party Rights

- 9.1 A person who is not a party to this Agreement has no right, and is not intended by the Parties to have any right, under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this clause does not affect any right or remedy of a third party which exists or is available apart from that Act.

10. Limitation of Liability

Remedies for breach

- 10.1 Subject to sub-clauses 10.3 (liability cap), 10.5 (exclusion of certain losses), 10.6 (death and personal injury) and 10.13 (precedence of provisions) and save where any provision of this Agreement provides for an indemnity, neither Party (the "Party Liable") nor any of its officers, employees or agents shall be liable to the other Party for loss arising from any breach of this Agreement other than for loss directly resulting from such breach and which at the date of this Agreement was reasonably foreseeable as likely to result in the ordinary course of events from such breach and which resulted in physical damage being occasioned to the property of the other Party, its officers, employees or agents or any third party entitled to claim against that other Party in respect of physical damage caused directly to that third party as a result of such breach.

Liability subject to cap

- 10.2 Without prejudice to sub-clauses 10.1 (remedies for breach), 10.6 (death and personal injury), 10.12 (exclusive remedies) and the other exclusions and limitations of liability in this Agreement and save where any provision of this Agreement provides for an indemnity, the liability of the Party Liable and any of its officers, employees or agents to the other Party and any of its officers, employees or agents, whether in contract, warranty, tort (including negligence), breach of duty, strict liability or any other legal or equitable principle, in respect of any:
- (a) breach of this Agreement;
 - (b) representation or statement made under or in connection with this Agreement (to the extent that liability is not already excluded);
 - (c) tortious (including negligent) act or omission of the Party Liable or any of its officers, employees or agents; or
 - (d) other matter relating to this Agreement,

shall be subject to the cap on liability provided for in sub-clause 10.3.

Liability cap

10.3 Subject to sub-clause 10.6 (death and personal injury), the liability of the Party Liable under this Agreement shall be the lower of:

- (a) where the Party Liable is the TSO, a sum equal to the total value of the Your Equipment, as at the date of the event giving rise to the claim, or
- (b) where the Party Liable is You, a sum equal to the total value of the SONI Connection Equipment, as at the date of the event giving rise to the claim;

and, in each case,

- (c) the sum of:
 - (i) £1 million where the Maximum Export Capacity is based on a value greater than 1 MVA;
 - (ii) £100,000 where the Maximum Export Capacity is based on a value between 70kVA and 1 MVA; or
 - (iii) £10,000 where the Maximum Export Capacity is based on a value of less than 70kVA.

Deductions from compensation payable

10.4 Either Party shall be entitled to deduct from any sums payable by way of compensation for loss or damage under this Agreement, any sums payable by such Party under any other agreement entered into between the Parties in respect of such loss or damage suffered by the other Party, its officers, employees or agents.

Exclusion of certain losses

10.5 Subject to sub-clauses 10.6 (death and personal injury) and 10.8 (precedence of provisions), neither Party nor its officers, employees or agents shall, in any circumstances whatsoever, be liable to the other Party for any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill, or any indirect or consequential loss, or loss resulting from the liability of such other Party to any person howsoever and whensoever arising save as provided in sub-clause 10.1 (liability for breach).

Death and personal injury

10.6 Nothing in this Agreement shall exclude or limit the liability of the Party Liable for death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents and the Party Liable shall indemnify and keep indemnified the other Party, its officers, employees or agents from and against any such loss or liability which such other Party may suffer or incur by reason of any claim on account of death or personal injury resulting from the negligence of the Party Liable or any of its officers, employees or agents.

Rights against third parties

- 10.7 In consideration of the rights conferred upon You under this Agreement, including under Clause 10.9, Your right to claim in negligence, other tort, or otherwise howsoever against NIE Networks in respect of any act or omission of NIE Networks in relation to the subject matter of a Relevant Agreement is hereby excluded and You agree not to pursue any such claim; provided that nothing in this clause 10.7 shall restrict Your ability to claim against NIE Networks under any contract to which You and NIE Networks are (from time to time) party or in respect of fraudulent misrepresentation or death or personal injury resulting from the negligence of NIE Networks.
- 10.8 NIE Networks may rely upon and enforce the terms of Clause 10.7 against You. The third party rights of NIE Networks in this Clause 10.8 may only be enforced by NIE Networks subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999. Notwithstanding any other provision of this Agreement, this Agreement may be amended without the consent of any third party and section 2(1) of the Contracts (Rights of Third Parties Act) 1999 shall not apply to this Agreement.
- 10.9 Any Relevant Act or Omission which causes physical damage to Your Plant, Apparatus or other of Your property, shall, for the purposes of determining the TSO's liability under this Agreement, constitute an act or omission of the TSO in breach of this Agreement provided that the liability of the TSO under this Agreement, in respect of such act or omission of NIE Networks, shall not exceed the monetary cap referred to in clause 10.3.

Foreseeability

- 10.10 For the avoidance of doubt and for the purpose of determining the Your liability under this Agreement, any liability of the TSO (in respect of any of Your acts or omissions in breach of this Agreement that cause physical damage to the Plant, Apparatus or other property of NIE Networks) to NIE Networks under the Transmission Interface Arrangements will be a reasonably foreseeable consequence of a breach of this Agreement by You in respect of which the TSO will be entitled to recover damages from You provided that Your liability under this Agreement in respect of such act or omission, shall not exceed the monetary cap referred to clause 10.3

Tortious waiver

- 10.11 The TSO shall obtain from NIE Networks a waiver in favour of (and enforceable by) You in respect of any claim NIE Networks may have in negligence, other tort, or otherwise howsoever against You in respect of any act or omission by You in relation to the subject matter of this Agreement and the TSO shall ensure that such waiver includes agreement by NIE Networks not to pursue such claim: provided that the TSO need not obtain NIE Networks' waiver of any claim NIE Networks may have against You under any contract to which You and NIE Networks are (from time to time) party or in respect of fraudulent misrepresentation or death or personal injury resulting from Your negligence.

Exclusive Remedies

- 10.12 The rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies express or implied and provided by common law or statute in respect of the subject matter of this Agreement, including without limitation any rights either Party may possess in tort which shall include without limitation actions brought in negligence and/or nuisance. Accordingly, each of the Parties hereby waives to the fullest extent possible all such rights and remedies provided by common law or statute, and releases the Party Liable to the same extent from all duties, liabilities, responsibilities or obligations provided by common law or statute in respect of the matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein

Precedence of provisions

- 10.13 Save as otherwise expressly provided in this Agreement, this clause 10 insofar as it excludes or limits liability shall override any other provision of this Agreement, provided that nothing in this clause 10 shall exclude or restrict or otherwise prejudice or affect any of the rights, powers, duties and obligations of either Party which are conferred or created by the Order, the TSO Licence or any other applicable Laws, or the rights, powers, duties and obligations of the Authority or the Department of Enterprise, Trade and Investment, Secretary of State under the Order, the TSO Licence or otherwise howsoever.

Benefit held as trustee and agent

- 10.14 Each Party agrees that the other Party holds the benefit of sub-clauses 10.1 to 10.11 inclusive for itself and as trustee and agent for its officers, employees and agents.

Savings

- 10.15 Each of the sub-clauses of this clause 10 shall be construed as a separate and severable term and shall remain in force notwithstanding termination of this Agreement.

11. Events of Default and De-Energisation***Your Events of Default***

- 11.1 The following shall be events of default by You:-
- 11.1.1 a breach of this Agreement to which clause 12 applies and which becomes an event of default pursuant to the provisions of clause 12.6; or
 - 11.1.2 an order of the High Court is made or an effective resolution passed for Your insolvent winding up or dissolution; or
 - 11.1.3 a receiver which expression shall include an administrative receiver within the . meaning of Article 5(1) of the Insolvency (Northern Ireland) Order 1989 of the whole or any material part of Your assets or undertaking is appointed; or

- 11.1.4 an administration order under Article 21 of the Insolvency (Northern Ireland) Order 1989 is made or if a voluntary arrangement is proposed under Article 14 of that Order;
- (and, in the case of the occurrence of any of the events of default set out in clauses 11.1.3 and 11.1.4 within 28 days of his appointment the liquidator, receiver, administrative receiver, administrator, nominee or other similar officer has not provided to the TSO a guarantee of future performance by You of this Agreement in such form and amount as the TSO may reasonably require)
- 11.1.5 You enter into any scheme of arrangement (other than for the purpose of reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Authority); or
- 11.1.6 You are unable to pay Your debts within the meaning of Article 103(1) or (2) of the Insolvency (Northern Ireland) Order 1989, save that such sections shall have effect as if for £750 there was inserted £10,000 (and You shall not be deemed to be unable to pay Your debts if any demand for payment is being contested in good faith by You with recourse to all appropriate measures and procedures).
- 11.2 Where an event of default has taken place in relation to You as set out in clause 11.1, and provided that at the time the relevant failure specified in clause 11.1.1 is still continuing or the circumstances referred to in sub-clauses 11.1.2 to 11.1.6 still exist as appropriate the TSO may on giving 48 hours' notice specifying the relevant event of default instruct NIE Networks to De-Energise the relevant Point of Connection provided that prior to such De-Energisation You may refer the matter to the Disputes Resolution Procedure pursuant to clause 5 in which case the rights of the TSO under this clause 11.2 in respect of the relevant event of default shall be suspended until the final determination of the matter under clause 5. If the matter is finally determined in favour of the TSO, the TSO may forthwith instruct NIE Networks to De-Energise the relevant Point of Connection.

12. Other Breaches of the Agreement and the Grid Code (Not Amounting to Events of Default) and De-Energisation

Your Breach Causing Material Adverse Effect

- 12.1 If You shall be in breach of the provisions of this Agreement (in circumstances which do not amount to an event of default under clause 11) and such breach causes or can reasonably be expected to cause a material adverse effect on the business, operations or financial position of the TSO or NIE Networks, then the TSO may:-
- 12.1.1 where the breach is capable of remedy, give written notice to You specifying in reasonable detail the nature of the breach and requiring You within 28 days after receipt of such notice or within any longer period agreed between the TSO and You (the agreement of the TSO not to be unreasonably withheld or delayed) to remedy the breach; or

- 12.1.2 where the breach is incapable of remedy, give written notice to You specifying in reasonable detail the nature of the breach and the reasons that the breach is incapable of remedy and requiring You within 5 Business Days after receipt of such notice to undertake to the TSO not to repeat the breach.

Discussion of Breach of Grid Code

- 12.2 Whenever the TSO serves a notice on You pursuant to clause 12.1 in relation to a breach of the Grid Code, the TSO and You shall discuss in good faith and without delay the nature of the breach and each shall use all appropriate procedures available to them under the Grid Code in an attempt to establish as quickly as reasonably practicable a mutually acceptable way of ensuring future compliance by You with the relevant provision of the Grid Code.

Consequence of Your Breach

- 12.3 Without prejudice to the provisions of clause 12.5, if the You fail to comply with the terms of any valid notice served on You by the TSO in accordance with clause 12.1.1 or You repeat a breach which is or has been the subject of a notice given under clause 12.1.2 or You are in breach of any undertaking given in accordance with clause 12.1.2 and such breach causes or can be reasonably expected to cause a material adverse effect on the business, operations or financial position of the TSO or NIE Networks, the TSO may in its discretion either:-

- 12.3.1 instruct NIE Networks to De-Energise the relevant Point of Connection upon the expiry of at least 48 hours' prior written notice to You, provided that at the time of expiry of such notice the breach concerned remains unremedied and that neither Party has referred the matter to be resolved pursuant to clause 5, in which event the TSO may De-Energise forthwith following the final determination of the Disputes Resolution Procedure in the TSO's favour; or

- 12.3.2 serve a notice (a "Mandatory Notice") on You (with a copy sent to the Authority), requiring You to operate in a way that the TSO reasonably believes will be in compliance with the provisions of this Agreement and of the Grid Code and refer the matter to be resolved pursuant to the Dispute Resolution Procedure under clause 5 and until such time as the dispute has been settled, You shall comply with the terms of the notice.

Breach of Order of Authority

- 12.4 If the Authority makes a final order or a confirmed provisional order (as defined in the Order) against You in respect of non-compliance with the Grid Code, with which order You continue to fail to comply, the TSO may instruct NIE Networks to De-Energise the relevant Point of Connection upon the expiry of at least 12 hours' prior written notice to You, provided that at the time of expiry of such notice the failure concerned is continuing.

Breach or Potential Breach of TSO Licence

- 12.5 If a breach of the nature referred to in clause 12.1 continues to the extent that it places or is likely to place the TSO in breach of the TSO Licence, the TSO may De-Energise the relevant Point of Connection upon the expiry of at least 12 hours' prior written notice to You provided that at the time of expiry of such notice the breach concerned remains unremedied.

Breach Unremedied 6 Months After De-Energisation

- 12.6 If a breach of this Agreement or the Grid Code which led to any De-Energisation pursuant to this clause 12 remains unremedied at the expiry of at least 6 months after the date of such De-Energisation, such breach shall become an event of default under clause 11.1 (and the TSO shall give notice thereof to You in writing) provided that:-

12.6.1 all disputes arising out of the subject-matter of this clause 12 which are referred to the Disputes Resolution Procedure pursuant to clause 5 have then been finally determined in favour of the TSO; and

12.6.2 any reference to the Authority pursuant to this clause 12 has been finally determined in favour of the TSO or You have not accepted or proceeded in good faith to implement any terms settled by the Authority pursuant to a reference to him as soon as reasonably practicable.

13. Effective Date

- 13.1 Other than clauses 3, 4, 5, 8, this clause 13 and clause 14 (which shall come into full force and effect on the date hereof), this agreement shall become effective at SEM Go Live.

14. Interpretation and Definitions

- 14.1 In this Agreement:

“**Authority**” means the Northern Ireland Authority for Utility Regulation;

“**De-Energisation**” and “**De Energised**” shall have the meaning given to such terms in Your Connection Agreement;

“**Directive**” means any present or future directive, request, requirement, instruction, direction or rule of any Competent Authority (but only, if not having the force of law, if it is reasonable in all the circumstances for it to be treated as though it had legal force) and includes any modification, extension or replacement thereof then in force;

“**Distribution Code**” means the Distribution Code prepared pursuant to the licence to participate in the transmission of electricity granted to NIE Networks, as from time to time revised in accordance with the such licence that may incorporate, by reference, sections of the Grid Code;

“**Distribution System**” shall have the meaning given to “distribution system” in the TSO Licence;

“Equipment” shall have the meaning given to “Generator Connection Equipment” as defined in the Connection Agreement;

“Grid Code” means the Grid Code prepared pursuant to the licence to participate in the transmission of electricity granted to the TSO, as from time to time revised in accordance with the such licence;

“NIE Networks” means Northern Ireland Electricity plc, the operator of the Distribution System in Northern Ireland;

“Point of Connection” means a point at which Your Equipment connects to the Distribution System;

“Prudent Operating Practice” means the standard of practice attained by exercising that degree of skill, diligence, prudence and foresight which could reasonably be expected from a skilled and experienced operator in the same type of undertaking under the same or similar conditions;

“Relevant Act or Omission” means any act or omission by NIE Networks that is a breach of a Relevant Agreement;

“Relevant Agreement” means, any agreement for connection to and/or use of the Distribution System to which NIE Networks is party, and/or the Transmission Interface Arrangements;

“SEM Go Live” means the time and date designated as such by the Authority for the purpose of licences granted under the Order, being the commencement date for a number of matters including the Single Electricity Market (as such term is defined in the Grid Code);

“SONI Connection Equipment” means any SONI equipment associated with the Point of Connection;

“Transmission Interface Arrangements” means the Transmission Interface Arrangements prepared by NIE Networks and the TSO pursuant to the NIE Networks’ licence to participate in the transmission of electricity and the TSO Licence;

- 14.2 In this Agreement, unless the context requires otherwise, any reference to the Grid Code or any section, appendix, schedule or provision of the Grid Code shall be construed at the particular time as including a reference to the Grid Code or the relevant section, appendix, schedule or provision as it may have been amended or substituted from time to time.
- 14.3 Capitalised words and phrases which are defined in the Grid Code and which are not otherwise defined in this Agreement shall have the meanings given to them in the Grid Code.
- 14.4 Any reference in this Agreement to a statute, statutory instrument, order in council, Directive, regulation, order or other enactment shall be construed as a reference to such statute, statutory instrument, order in council, Directive, regulation, order or other enactment as modified, amended or re-enacted from time to time.

14.5 Any reference in this Agreement to another agreement shall be construed as a reference to that other agreement as amended, varied, supplemented or novated from time to time.

14.6 Clause headings are inserted for ease of reference only.

IN WITNESS WHEREOF the duly authorised representatives of the Parties have executed and delivered this agreement as of the date first above written

SIGNED)
)
for and on behalf of)
)
SONI Limited (the TSO)) **Signature**

SIGNED)
)
for and on behalf of)
)
the Distribution Connected User) **Signature**

Name
Company No
Address

Schedule 5 Information required by SONI from NIE Networks to develop transmission use of system tariff

The table below sets out the information to be provided on an annual basis by NIE Networks to SONI to allow SONI to update its transmission use of system tariff.

Data Item	Data Description	Date required
Half hour data for T101 – T303 categories	Profile data from NIE Networks for tariffs T101 –T303	End of April
Profile data for profiles 1-4 and two unmetered classes	Profile data from NIE Networks for profiles 1-4 and a profile for the off peak usage.	End of April
Half hour data for T035	Profile data from NIE Networks for tariff T035	End of April
Asset Costs, Life, additions and Removals	Updated transmission asset costs, life expectancy additions and removals for use in TUoS. Updated NCAP model to reflect above additions/removals	End of April
OPEX Costs	<ol style="list-style-type: none"> 1. Load related operating costs (O&M) 2. Overheads allocated to Network (indirect costs) 3. Overheads allocated to overall users 	End of April
Transmission rates cost	Annual cost of Ground rates for transmission stations	End of April

Schedule 6 Functional Specification

1 Introduction

- 1.1 This schedule specifies the information which shall be provided by SONI to NIE Networks in a Functional Specification in respect of each project which is ready for NIE Networks' detailed design development.
- 1.2 Terms which are in bold type and capitalised shall be interpreted according to the definition in Section U of the TIA or the Grid Code.

2 Information to be contained in all Functional Specifications

- 2.1 All Functional Specifications submitted by SONI to NIE Networks pursuant to Section C, sub-paragraph 10.1, shall contain the following project information, in each case where relevant:
- (a) an outline design for the project including proposed connection route and points of connection;
 - (b) an indicative programme for the project including a schedule of key milestones;
 - (c) single line diagrams;
 - (d) rating of plant, cables and overhead lines;
 - (e) design fault ratings;
 - (f) protection, control and communication requirements; and
 - (g) relevant safety and CDM information.

Schedule 7 Design Specification

1 Introduction

- 1.1 This schedule specifies the information which shall be provided by NIE Networks to SONI in a **Design Specification** in respect of each project for which NIE Networks has received a **Functional Specification**.
- 1.2 Terms which are in bold type and capitalised shall be interpreted according to the definition in Section U of the TIA or the **Grid Code**.

2 Information to be contained in all Design Specifications

2.1 All **Design Specifications** submitted by NIE Networks to SONI pursuant to Section C, sub-paragraph 11.1 or Section D paragraph 11.1, shall contain the following project information, in each case where relevant:

- (a) confirmation of the outline design for the project including proposed underground cable routes, overhead line support positions, overhead line support types and substation layouts;
- (b) estimated project costs;
- (c) an indicative programme for the project including a schedule of key milestones;
- (d) confirmation of ratings of plant, cables and overhead lines;
- (e) confirmation of design fault ratings;
- (f) protection, control and communication proposals; and
- (g) relevant safety and CDM information.

Schedule 8 Transmission Project Instruction**1 Introduction**

- 1.1 This schedule specifies the information which shall be provided by SONI to NIE Networks in a Transmission Project Instruction in respect of each project which is ready for delivery.

2 Information to be contained in all Transmission Construction Plans

- 2.1 All Transmission Project Instructions submitted by SONI to NIE Networks pursuant to Section C, sub-paragraph 12.1 shall contain the following project information, in each case where relevant:
- (a) confirmation of the proposal set out in the relevant Design Specification;
 - (b) confirmation of project planning approval and associated conditions;
 - (c) confirmation of all wayleaves, easements, leases and land acquisitions required specifying those obtained by voluntary or compulsory acquisition and those yet to be obtained by voluntary or compulsory acquisition;
 - (d) approved project cost; and
 - (e) relevant safety and CDM information.

Schedule 9 Contestable Offer Specific Requirements

1 Contestable Offer Specific Requirements:

1.1 The **Contestable Offer Specific Requirements** means the requirements on the relevant User as set out in paragraphs 1.2 and 1.3 of this schedule 9.

1.2 The requirements of this paragraph 1.2 are legally binding requirements on the relevant User to:

1.2.1 enter into a **Standard Adoption Agreement** with NIE Networks;

1.2.2 accept changes to the connection charges payable by the **User** resulting (pursuant to the relevant **Contestable Offer**) from any increased costs to NIE Networks in performing:

1.2.2.1 Non-Contestable Works; or

1.2.2.2 any other obligations pursuant to NIE Networks' **Construction Agreement** with SONI

in respect of the relevant **New Connection** and arising by reason of actions or inactions of the **User** (or any **ICP** or other contractor of the **User**) in relation to the **User's** obligations pursuant to the relevant **Contestable Offer** (including, but not limited to, delays in performing **Contestable Works** and amendments to the **Design Specification** in respect of the **Contestable Works**);

1.2.3 acknowledge that the delivery of the **Non-Contestable Works** is subject to and conditional upon the **User** procuring compliance with relevant milestones for the delivery of the **Contestable Works**, the **Standard Adoption Agreement** with NIE Networks being entered into by the **User** (and, where applicable, the **User's ICP**), **User** payment of relevant charges under the **Contestable Offer**, and the **User** complying with its obligations (including in relation to the performance of the **Contestable Works**) under the **Contestable Offer**;

1.2.4 warrant and represent on a continuing basis that no acts or omissions of the **User** shall put NIE Networks in breach of any of its obligations under the NIE Networks' **Transmission Licence**, this **TIA** or any applicable laws;

1.2.5 where the **Contestable Works** require property rights to be obtained, the **User** shall apply for, negotiate and obtain such property rights in favour of NIE Networks in accordance with (and using the template documentation set out in) specified by NIE Networks;

1.2.6 warrant and represent that it shall perform the **Contestable Works**:

1.2.6.1 in accordance with the terms of the **Contestable Offer** and the **Standard Adoption Agreement** entered into by the **User** in relation to the relevant **Contestable Works**;

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- 1.2.6.2 so as to be free from defects, fit for purpose and in accordance with all manufacturers' warranties;
 - 1.2.6.3 in accordance with all applicable laws, property rights and statutory consents (and the **User** shall bear any costs, losses and liabilities (including fees and disbursements) associated with any change in the same (arising prior to **Adoption** by **NIE Networks** of the relevant **Contestable Works**); and
 - 1.2.6.4 in a good and workmanlike manner using equipment and materials of good quality, using all reasonable skill and care, and in any event in accordance with **Good Industry Practice**;
 - 1.2.7 design the **Contestable Works** using all reasonable skill and care, and in any event in accordance with **Good Industry Practice** and ensure that all designs in respect of the **Contestable Works** are fit for purpose;
 - 1.2.8 be fully responsible for the **Contestable Works** and any section of such **Works**;
 - 1.2.9 allow NIE Networks access at all reasonable times to all places where the **Contestable Works** are to be, are being, or have been carried out for the purpose of inspecting the **Contestable Works** (and all materials used or intended for use in the **Contestable Works**) as reasonably required in order for NIE Networks to comply with its obligations pursuant to the TIA and any relevant **Construction Agreement**;
 - 1.2.10 from the date of acceptance of the **Contestable Offer** until the expiry of the period of 3 years immediately following the Adoption by NIE Networks of the relevant **Contestable Works**, effect and maintain public liability insurance and employers liability insurance to a minimum level of not less than £10,000,000 per event; and
 - 1.2.11 grant to NIE Networks appropriate third party rights in respect of the enforcement of those terms of the **Contestable Offer** in respect of which NIE Networks reasonably requires recourse against the relevant User in order to protect NIE Network's position under any Construction Agreement, the TIA or any other relevant obligation on NIE Networks.
- 1.3 The requirements of this paragraph 1.3 are legally binding provisions that state:
- 1.3.1 in the case of the relevant **User's**:
 - 1.3.1.1 failure to meet a milestone in respect of the **Contestable Works**,
 - 1.3.1.2 failure to undertake (or procure the undertaking) of the **Contestable Works** in accordance with the **Contestable Offer**, or
 - 1.3.1.3 other failure to comply with the terms of its Contestable Offer
- such costs recoverable by SONI shall include without limitation any compensation payable to NIE Networks pursuant to SONI's relevant

Construction Agreement with NIE Networks and pursuant to the **TIA** in respect of costs suffered by NIE Networks as a result of the relevant **User** 's failure; and

- 1.3.2 where the **User** fails to achieve a milestone in accordance with its **Contestable Offer**, SONI shall suffer no liability to the User for failing to perform or procure any milestone in respect of works for which SONI is responsible pursuant to the **Contestable Offer** by the applicable milestone date as a result of the **User's** failure to achieve the **User** milestone.