

ANCILLARY SERVICES AGREEMENT

Between

.....

(Transmission Service Provider)

and

User of the Transmission Network

ANCILLARY SERVICES AGREEMENT

Dated 200[]

Between

[] (Transmission Service Provider)

-And-

[] (User of the Transmission Network)

ANCILLARY SERVICES AGREEMENT

Relating to Power Station or Load or Apparatus connected to the Transmission Network of the Nigerian Electricity Supply Industry

At

[] (Location of connection)

ANCILLARY SERVICES AGREEMENT

THIS AGREEMENT is made on the day of 200[]

BETWEEN

(1) [], licence number [], whose registered office is at [] hereinafter referred to as the Transmission Service Provider (“TSP”),

AND

(2) User of the Transmission Network of [], licence number [], whose registered office is at [] hereinafter referred to as the (“User”),

Reference to the Parties shall include their successors and/or permitted assigns.

WHEREAS

- A. Pursuant to the Transmission Licence granted to the TSP by virtue of Section 65 of the Electricity Power Sector Reform Act 2005, the TSP is enabled to make the Transmission Network available to the User for the connection and use of power stations or load for the purpose of exporting and importing of electrical power and the provision of Ancillary Services.
- B. The TSP and the User are entering into this Agreement for the provision of Ancillary Services for the safe, stable and reliable operation of the Transmission Network.
- C. By virtue of this Agreement, the TSP and the User are hereby bound and governed by the provisions of the Electric Power Sector Reform (EPSR) Act, 2005, Grid Code, Distribution Code, the Market Rules, Metering Code and the Health and Safety Code as applicable.

COMMENCEMENT

This Ancillary Services Agreement shall commence on [*date*].

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1. SCOPE AND INTERPRETATION

1.1 This Agreement applies to the provision of Ancillary Services to the Transmission Network, by the User's Generating Units or Load connected to the Transmission Network for the purpose of ensuring safe, stable and reliable operation of the network and other externally connected networks.

1.1.1 In accordance with the Grid or Distribution Code and for the purpose of this Agreement, Ancillary Services shall be classified under Mandatory and Non-Mandatory.

a. Mandatory Ancillary Services mandates all the User's Generating Units connected to the Transmission Network System to have the capability and provide from time to time the following as part of their normal operations:

- i. Frequency Response Service consisting of Primary, Secondary, High Frequency Responses and 5 min Reserve.
- ii. Reactive Power Service consisting of Leading and Lagging Reactive Power production.
- iii. Operating Reserves (consisting of Slow and Quick Reserves)
- iv. Voltage Control
- v. Black Start Capability

b. Non-Mandatory Ancillary Services provision is optional to the User's Generating Units or Apparatus connected to the Transmission Network System. These services are:

- i. Hot Standby.
- ii. Fast Start Capability for Frequency Response
- iii. Maximum Generation Capability
- iv. Cancelled Start
- v. Inter Trip

c. Non-Mandatory Ancillary Services provision is optional to Load connected to the Transmission Network System. These services are:

- i. Load Reduction for Frequency Response

1.2 Purpose

a. This Agreement shall govern provision and use of Ancillary Services for safe and reliable operations across the Transmission Network System of the TSP. This Agreement is in addition to, and does not replace, the Electric Power Sector Reform Act, 2005, Operating Licence Conditions, the Grid Code, Distribution Code, Metering Code, the Market Rules, Health and

Safety Code, and any other Regulation or Order made by the Nigerian Electricity Regulatory Commission in relation to the safe, reliable and adequate operation of the Transmission Network.

- b. The Grid Code shall apply to all such connections between the TSP and Users of the Transmission Network.
- c. Compliance with the Grid Code is mandatory both for TSP and Users of the Transmission Network.
- d. The Distribution Code shall apply to all such connections between the Distribution Companies in Nigeria and Users of the Distribution Networks.
- e. Compliance with the Distribution Code is mandatory both for Distribution Companies and Users of the Distribution Networks.

1.2 In this Agreement:

- a. Unless the context otherwise requires, all references to a particular clause, sub-clause, paragraph or Schedule shall be a reference to that clause, sub-clause, paragraph or Schedule in or to this Agreement;
- b. The table of contents and headings are inserted for convenience only and shall be ignored in constructing this Agreement;
- c. References to the words “include” or “including” are to be construed without limitation to the generality of the preceding words;
- d. Unless there is something in the subject matter or the content which is inconsistent therewith, any reference to the Electric Power Sector Reform (EPSR) Act, 2005, or any instrument, order or regulation made by the Nigerian Electricity Regulatory Commission shall be construed at the particular time as including a reference to any modification, extension, replacement or re-enactment thereof then in force;
- e. References to the masculine shall include the feminine and references in the singular shall include the plural and vice versa and words denoting natural persons shall include companies, corporations and any other legal entity and vice versa;
- f. Unless otherwise provided to the contrary herein, defined terms used in this Agreement and not defined herein shall have the meaning set forth in other Agreements, Codes and Manuals relating to the safe, reliable and adequate operation of the Transmission Network.
- g. Each of the clauses or sub-clauses of this Agreement shall:
 - i. be construed as a separate and severable contract term, and if one or more of such clauses or sub-clauses is held to be invalid, unlawful or otherwise unenforceable, the other or others of the clauses or sub-clauses shall remain in full force and effect and shall continue to be binding on the Parties; and
 - ii. survive termination of this Agreement.

2. DEFINITIONS

In this Agreement, the following words and expressions shall, unless the subject-matter or context otherwise requires or is inconsistent therewith, have the following meanings:

"Active Power" The product of voltage and the in-phase component of alternating current measured in units of Watts and standard multiples thereof i.e.

1000 Watts	=	1kW
1000 kW	=	1MW
1000 MW	=	1GW
1000 GW	=	1TW.

"Agreement" "Agreement means this Agreement including the Schedules and any Supplemental Agreements and the Appendices thereto as the same may be amended, extended, supplemented, novated or modified in accordance with the terms hereof from time to time provided that each Supplemental Agreement shall constitute an agreement separate from another Supplemental Agreement.

"Ancillary Services" any or all of the following:

- Reactive Power;
- Reactive Power supplied by means of Synchronous Compensation;
- Cancelled Start;
- Hot Standby;
- Primary Response;
- Secondary Response;
- Five Minute Reserve;
- Inter Trip;
- Operating Reserves
- Voltage Control
- Frequency Response by means of Generating Unit Fast Start;
- Frequency Response by means of Load Reduction;
- Black Start Capability;
- such other ancillary services as the Parties may agree from time to time.

"Ancillary Services Agreement" means an Agreement between the User of the Transmission Network System and the TSP for the

	provision of and payment for Ancillary Services to the Transmission Network.
"Ancillary Services Provider"	the person who for the time being and from time to time is required by the terms of a licence granted under the ESPR Act 2005 to provide Ancillary Services.
"Apparatus"	all equipment whether belonging to the TSP, or User in which electrical conductors are used, supported or of which they may form a part.
"Availability Declaration"	means a statement of the availability for generation of a Centrally Despatched Generating Unit submitted by the Generator pursuant to the Grid Code.
"Asset"	a property, equipment or apparatus owned or use by Parties to this Agreement, for the purpose of producing or transmitting or distributing or consuming or storing electricity in an adequate, safe and reliable manner.
"Black Start"	means the procedure necessary for a recovery from a Total Shutdown or Partial Shutdown of the Transmission Network.
"Black Start Capability"	an ability in respect of a Black Start Station for at least one of its Generating Units to Start-Up from Shutdown and to energise a part of the Transmission Network System and be Synchronised to the Transmission Network System upon instruction from the TSP within two hours without an external electrical power supply;
"Black Start Station"	a Power Station which is registered pursuant to a Connection and Ancillary Services Agreements as having a Black Start Capability;
"Business Day"	a week-day other than a Saturday or Sunday and a public holiday either in Nigeria or the country of business of any non-Nigerian party
"Cancellation Instruction"	an instruction issued by the TSP cancelling a previous instruction in the circumstances set out in Clause 5 of this Agreement;
"Cancelled Start"	a response by the Generating Unit to a Cancellation Instruction

"Commission"	to bring into use an electrical Equipment or Apparatus at a Connection Site, connected to the Transmission Network
"Confidential Information"	all data and other information supplied to the User of the Transmission Network by the TSP under the provisions of this Agreement.
"Connection Agreement"	the agreement designated as the Connection Agreement made between Users of the Transmission Network and a TSP for connection of Plant and/or Apparatus and/or use of the Transmission or Distribution System, and any amendment, extension, variation or modification of that Agreement;
"Connection Site"	each location more particularly described in the relevant Connection Agreement at which the User's Generating Unit Equipment or Apparatus and the TSP Assets required to connect the Generating Unit or Apparatus to the Transmission Network System are situated or at which the Generating Unit Equipment or Apparatus is connected to a TSP System.
"Decommission"	cessation of use by the User of the Transmission Network of the Generating Unit or Equipment at any given Connection Site for a continuous period exceeding 12 months pursuant to the relevant Connection Agreement.
"Deenergise"	the movement of any isolator breaker or switch or the removal of any fuse whereby no Electricity can flow to or from the relevant User's Apparatus or Equipment at a Connection Site;
"Demand"	The rate at which electric energy is delivered to or by the System comprising of both Active and Reactive Power, unless otherwise stated
"Derogation"	a direction issued by the Nigerian Electricity Regulatory Commission (NERC) or any provision of any Agreement, which grants temporary relief to either Party from its obligation under the Generation or Transmission Licence or under the Connection Agreement to comply with such parts of the Grid or Distribution Code as may be specified in such direction or provision.
"Dispatch"	the issue by the TSP of Instructions for a Generating Unit to achieve specific Active Power and Reactive

	Power levels or target voltage levels within operating parameters of the Generating Unit.												
"Desynchronisation"	the act of taking a Generating Unit off a System to which it has been Synchronised, by opening any connecting circuit breaker, and like terms shall be construed accordingly.												
"Disconnect"	permanent physical disconnection of the Generating Unit Equipment and Apparatus at any given Connection Site.												
"Distribution Code"	The document containing instructions, rules, procedures, guidelines, etc for the operation and planning of the Distribution network agreed upon by Licensees and approved by the Nigerian Electricity Regulatory Commission.												
"Electricity"	An Active and /or Reactive Energy produced from the existence of charged particles, either statically as a build-up of charged or dynamically as a current.												
"Energy" or "Active Energy"	<p>the electrical energy produced, flowing or supplied by an electric circuit during a time interval, being the integral with respect to time of the instantaneous power, measured in units of Watt-hours or standard multiples thereof i.e:</p> <table border="0" style="margin-left: 40px;"> <tr> <td>1000 Wh</td> <td>=</td> <td>1kWh</td> </tr> <tr> <td>1000 kWh</td> <td>=</td> <td>1MWh</td> </tr> <tr> <td>1000 MWh</td> <td>=</td> <td>1GWh</td> </tr> <tr> <td>1000 GWh</td> <td>=</td> <td>1TWh.</td> </tr> </table>	1000 Wh	=	1kWh	1000 kWh	=	1MWh	1000 MWh	=	1GWh	1000 GWh	=	1TWh.
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1000 MWh	=	1GWh											
1000 GWh	=	1TWh.											
"Energy Metering Equipment"	meters instruments transformers (both voltage and current), metering protection equipment including alarms, circuitry and their associated data collection outstations and wiring which are part of the Activity Energy or Reactive Energy measuring equipment at or relating to a Site.												
"EPSR Act"	means Electric Power Sector Reform Act, 2005												
"External"													

Interconnection"	Apparatus owned or operated by the TSP for the transmission of electricity to or from the Transmission Network System into or out of an External System.
"External System"	in relation to an Externally Interconnected Party, the transmission or distribution system which it owns or operates and any Apparatus or Plant which connects that system to the External Interconnection and which is owned or operated by such Externally Interconnected Party.
"Fast Start"	a start by a Generating Unit with a Fast Start Capability;
"Fast Start Capability"	means the ability of a Generating Unit to be Synchronised and Loaded to reach full Load within 5 minutes.
"Five minute Reserve"	in relation to a Generating Unit a response which is fully available within five minutes from the time of Frequency change or a Despatch instruction pursuant to the Grid Code, and which is sustainable for a period of four hours.
"Force Majeure"	in relation to any Party any event or circumstance which is beyond the reasonable control of such Party and which results in or causes the failure of that Party to perform any of its obligations under this Agreement including Acts of God, strikes, lockouts or other industrial disturbance, act of the public enemy, war declared or undeclared, threat of war, terrorist act, blockade, revolution, riot, insurrection, civil commotion, public demonstration, sabotage, act of vandalism, lightning, fire, storm, flood, earthquake, lack of water arising from weather or environmental problems, explosion, fault or failure of Plant and Apparatus (which could not have been prevented by Good Industry Practice), governmental restraint, Laws passed by National Assembly, other legislation, bye laws and Directives, Provided that lack of funds shall not be interpreted as a cause beyond the reasonable control of a defaulting Party.
"Frequency"	the number of alternating current cycles per second (expressed in Hertz) at which a System is running;
"Frequency Response"	a response by a Generating Unit to a change in Frequency with the aim of containing System

	Frequency within the limits provided for under the Grid Code.
"Frequency Response Service"	means Mandatory and Non Mandatory Frequency Response Service as may be agreed to from time to time by the User and the TSP.
"Frequency Sensitive Mode"	automatic incremental or decremental of generation response to contain initial System Frequency transient together with a sustained generation response which is sufficient to contain the System Frequency within the limits defined in the Frequency Control Strategy as defined under the Grid Code.
"Frequency Sensitive Generation"	the operation of a Generating Unit in Frequency Sensitive Mode
"Generating Plant"	a Power Station subject to Central Despatch including any Generating Unit therein.
"Generating Unit"	any Apparatus which produces electricity
"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 document containing instructions, rules, procedures, guidelines etc. for the operation and planning of an interconnected power transmission system and accounting requirements relating thereto, agreed upon by licensees and approved by NERC.
"Hot Standby"	in relation to a Steam Turbine Generating Plant a condition of readiness to be able to Synchronise and attain an instructed output in a specified timescale
"Lagging"	in relation to Reactive Power, exporting MVAR
"Leading"	in relation to Reactive Power, importing MVAR

"Licence"	any one or more as appropriate of the Licences granted pursuant to the Electric Power Sector Reform Act, 2005.
"Load"	the Active or Reactive Demand of Power as the context requires generated, transmitted or distributed.
"Loaded"	supplying electrical power to the system
"Load Reduction"	interruption of Demand by means of Low Frequency Relays.
"Low Frequency Relay"	an electrical measuring relay intended to operate when its characteristic quantity (Frequency) reaches the relay settings by decrease in Frequency.
"Modification"	any actual or proposed replacement, renovation, alteration or construction by or on behalf of either Party to that Party's Plant or Apparatus or the manner of its operation which has or may have a Material Effect on the other Party for the purposes of the Connection Agreement at a particular Connection Site.
"New Connection Site"	a proposed Connection Site in relation to which there is no Agreement in force between the Parties.
"NERC"	The Nigerian Electricity Regulatory Commission as defined in the EPSR Act, 2005
"Operating Reserve"	means the unused capacity above system demand which is required to cater for regulation, short term load forecasting errors, and unplanned outages. It consists of Quick, Slow and Spinning Reserves.
"Operational Metering Equipment"	meters, instrument transformers (both voltage and current), transducers metering protection equipment including alarms circuitry and their associated outstations as may be necessary for the purposes of the Grid or Distribution Code
"Part Loaded"	in relation to a Generating Unit, on load but not running at Registered Capacity
"Partial Shutdown"	the same as a Total Shutdown except that all generation has ceased in a separate part of the Total System and there is no supply to that part of the Total System and, therefore, that part of the Total System is shutdown,

with the result that it is not possible for that part of the Total System to begin to function again without the TSP's directions relating to a Black Start.

"Party"	each person for the time being and from time to time a party to this Agreement and any successor(s) in title to, or permitted assign(s) of, such person.
"Plant"	fixed and movable items used in the generation and/or supply and/or transmission of electricity other than Apparatus.
"Power Station"	an installation comprising one or more Generating Units (even where separately sited) owned or controlled by the same User of the Electricity Network which may reasonably be considered as being managed as one Power Station.
"Primary Response"	in relation to a Generating Unit the automatic response to Frequency changes released increasingly with time over the period 0 to 10 seconds from the time of Frequency change and fully available by the latter and which is sustainable for at least a further 20 seconds.
"Reactive Energy"	the integral with respect to time of the Reactive Power
"Reactive Power"	the product of voltage and current and the sine of the phase angle between them measured in units of voltamperes reactive and standard multiples thereof i.e. $1000 \text{ VAr} = 1 \text{ kVAr}$ $1000 \text{ kVAr} = 1 \text{ MVar.}$
"Reactive Power Test"	a test specified in the Grid Code carried out by the Generating Unit on the instructions of the TSP in order to demonstrate that the Generating Unit meets the Reactive Power capability required by the Grid Code.
"Registered Capacity"	the normal full load capacity of a Generating Unit as declared by the Generating Unit, less the MW consumed by the Generating Unit through the Generating Unit's unit transformer when producing the same.
"Secondary Response"	in relation to a Generating Unit the automatic response to Frequency changes which is fully available by 30 seconds from the time of Frequency change to take over from Primary Response and which is sustainable for at least a further 30 minutes.

"Shutdown"	<p>the condition of a Generating Unit where the generator rotor is at rest or on barring at;</p> <ul style="list-style-type: none"> (i) a Grid Entry Point; (ii) a Grid Supply Point or Bulk Supply Point; (iii) the point of connection of a Generator which is Embedded (iv) the point of connection of two Distribution Systems;
"Start-Up"	the act of bringing a Generating Unit from Shutdown to Synchronous Speed
"Start-up Price"	the start-up component of the Generation Running Cost;
"Supplemental Agreement"	an agreement to be entered into between the TSP and the User of the Network on behalf of its Generating Unit(s) covering each Connection Site of the User pursuant to the Connection Agreement and in the form required by the Connection Agreement.
"Synchronous Compensation"	the operation of rotating synchronous Apparatus for the specific purpose of either the generation or absorption of Reactive Power
"Synchronised"	the condition where an incoming Generating Unit or System is connected to the busbars of another System so that the Frequencies and phase relationships of that Generating Unit or the System, as the case may be, and the System to which it is connected are identical; "Synchronise" and "Synchronisation" shall be construed accordingly.
"Synchronous Speed"	that speed required by a Generating Unit to enable it to be synchronised to a System
"System"	any User System or the TSP's Transmission or Distribution System as the case may be.
"System Ancillary Services"	<p>any or all of the following:</p> <ul style="list-style-type: none"> Reactive Power; Primary Response; Secondary Response; Five Minute Reserve; Operating Reserve

	<p>Voltage Control Frequency Response by means of Generating Unit Fast Start; Black Start Capability</p>
"Total Shutdown"	the situation existing when all generation has ceased and there is no electricity supply from any electricity producing source and, therefore, the Total System has shutdown with the result that it is not possible for the Total System to begin to function again without directions relating to a Black Start.
"Total System"	the Electricity Supply System and all Users Systems in Nigeria
"Transmission Licence"	the Licence granted to a TSP under the ESPR Act, 2005 as amended from time to time.
"Transmission Network System"	the System consisting (wholly or mainly) of High Voltage electric lines owned or operated by a TSP and used for the transmission of electricity from one Power Station to a sub-station or to another Power Station or between sub-stations or to or from any External Interconnection and includes any Plant, Equipment and Apparatus and meters owned or operated by the TSP in connection with the transmission of electricity.
"TSP"	a person licensed to setup, run, maintain and expand Distribution or Transmission Plants, Equipment or Apparatus for the purpose of transporting electricity over a network of infrastructure from one point to another on the infrastructure.
"TSP's Assets"	the Plant, Equipment and Apparatus owned by TSP necessary to connect a User's Equipment or Apparatus to the Transmission or Distribution System at any particular Connection Site.
"User"	any person connected and using the Transmission Network System as agreed with and permitted by the TSP.
"User's Equipment"	the Plant and Apparatus owned by a User of the Transmission Network (ascertained in the absence of Agreement to the contrary by reference to the principles of ownership set out in the Connection Agreement) which is connected to the TSP's Transmission System

or Distribution System at any particular Connection Site or which the User's Generating Unit wishes so to connect;

"User System"

any System owned or operated by a User comprising Generating Units and/or Distribution Systems and/or other systems consisting wholly or mainly of electric Equipment or Apparatus which are owned or operated by a person and Plant and/or Apparatus connecting Generating Units, Distribution Systems and/or other systems consisting wholly or mainly of electric lines which are owned or operated by a person, or Non-Embedded Customers to the Transmission Network System or except in the case of Non-Embedded Customers to the relevant other User Systems, as the case may be, including any Remote Electricity Equipment or Apparatus operated by such User or other person and any Plant and/or Apparatus and meters owned or operated by the User or other person in connection with the Transmission Network.

3. MANDATORY ANCILLARY SERVICES

3.1. As a statutory obligation, the User's Generating Units connected to the Transmission Network System shall provide Mandatory Ancillary Services in accordance with the Grid Code. Mandatory Ancillary Services are:

- a. Frequency Response;
- b. Reactive Power;
- c. Black Start.
- d. Operating Reserves
- e. Voltage Control

3.1.1 The User and the TSP shall ensure that their Equipment and Apparatus comply with the provisions regarding the provision of Mandatory Ancillary Services as contained in this Agreement.

3.1.2 The User, on behalf of its Generating Units seeking relief or Derogation from the obligation to provide any of the Mandatory Ancillary Services shall in not less than 30 days apply to NERC and notify the TSP simultaneously, stating reasons for not being able to provide the service.

3.1.3 After due consideration by NERC for relief or Derogation from the provision of any of the Mandatory Ancillary Services by a User's Generating unit, NERC shall decide to grant a permanent or temporary relief or Derogation for such Generating Unit.

3.1.4 In cases where NERC grants a temporary relief or Derogation to the User's Generating Unit from the provision of any of the Mandatory Ancillary Services, NERC in consultation with the TSP shall determine the time scale for the failing Generating Unit to cure its fault to make it comply with the provisions of providing the Mandatory Ancillary Services. Failure to comply shall be a violation of this Agreement and appropriate sanction shall be applied by NERC.

3.1.5 The User and the TSP accept that the provision of Mandatory Ancillary Services shall not relieve either Party of their obligations as set out in the Grid or Distribution or Metering or Health and Safety Code or the Market Rules (Relevant Rules).

3.2 Frequency Response Service

3.2.1 Except under Derogation by NERC, the User's Generating Units connected to the Transmission Network shall from time to time have the capability to be Frequency Sensitive to ensure the provision of Mandatory Frequency Response Service as required by the Transmission Network or instructed by the TSP in accordance with provisions of the Grid or Distribution Code.

- 3.2.2 In accordance with the Grid or Distribution Code, the TSP shall instruct the User's Generating Unit or Apparatus from time to time by means of telephone or automatic information and computer technology device or facsimile, to provide any Frequency Response Service as required by the network. Provided that:
- a. Amendment of an existing instruction shall be deemed to be a new instruction.
 - b. an instruction will prevail until either it is changed by the TSP or the Generating Unit to which the instruction relates is Desynchronised (whichever is first to occur).
- 3.2.3 To ensure the provision of the Frequency Response Service, under normal operating conditions, the Generating Unit speed governor or Apparatus shall be set so that it operates with an overall speed droop of between 3% and 5% so as to provide the applicable levels of Response referred to in Schedule A.
- 3.2.4 The TSP may at any time instruct a User's Generating Unit or Apparatus to operate so as to provide the following Frequency Response Service:
- (a) Primary Response;
 - (b) Secondary Response;
 - (c) High Frequency Response,
 - (d) 5 minutes Reserve
 - (e) any of the permissible combinations set out in the relevant table in the Mandatory Services Agreement.
- 3.2.5 The TSP shall not instruct the User's Generating Unit or Apparatus to provide Mandatory Frequency Response Service and any Non Mandatory Frequency Response Service simultaneously.
- 3.2.6 In the event that any instruction to provide Frequency Response does not state whether the instruction is to provide Mandatory Frequency Response or any Non Mandatory Frequency Response Service, such instruction shall be deemed to be an instruction to provide Mandatory Frequency Response.
- 3.2.7 When the User is instructed in accordance with Clause 3.2.4, 3.2.5 and /or 3.2.6 to operate its Generating Unit or Apparatus so as to provide any component(s) of a Mandatory Frequency Response, that User shall operate its Generating Unit or Apparatus so as to provide, for any Frequency Deviation and at any level of De-Load, at least the amount of Primary Response and/or Secondary Response and/or High Frequency Response set out respectively in the relevant Frequency Response Capability Data tables in this Agreement.
- 3.2.8 For the avoidance of doubt, the User shall ensure that its Generating Unit Availability for the relevant Connection Site shall be sufficient to enable it to comply with its Mandatory Frequency Response service obligations under this Agreement.

- 3.3 Reactive Power
- 3.3.1 The User and the TSP shall comply with the provisions regarding the Obligatory Reactive Power Service and any Enhanced Reactive Power Service contained in this Agreement.
- 3.3.2 The User shall ensure its Generating Units at a Connected Site has the capability to provide the Mandatory Reactive Power Service.
- 3.3.3 The User hereby consents to the disclosure and use by the TSP of data and other information relating to the provision of the Reactive Power Service that will enable the TSP comply with its obligations under the Relevant Rules.
- 3.3.4 The TSP shall have the right (but shall not be obliged) at any time to instruct the User's Generating Unit or Apparatus by the issue of a Reactive Power Dispatch Instruction to provide Leading and/or Lagging Mvars from some or all of its Generating Units or Apparatus specified in this Agreement.
- 3.3.5 The TSP shall use its Operational Metering Equipment to ensure that an instructed Generating Unit or Apparatus is complying with its obligations to provide the Reactive Power either in accordance with the Relevant Rules and with the terms of this Agreement.
- 3.3.6 The User shall accept that the TSP may wish to install additional monitoring equipment at a Power Station to monitor the ability of any or all of the User's Generating Units to provide the Reactive Power. Such equipment to be installed on terms agreed with the User. The cost of such additional monitoring equipment and installation shall be borne by the TSP.
- 3.3.7 The TSP shall have the right to subject the User's Generating Units or Apparatus to two annual Reactive Power Tests to ascertain the compliance of the Generating Units to the terms of this Agreement.
- 3.3.8 If a User's Generating Unit fails a Reactive Power Test, the User shall take all necessary efforts to remedy the failure, or otherwise shall revise the capability of the affected generating Unit(s) or Apparatus to provide leading and/or lagging Mvars (as the case may be) in accordance with the terms of this Agreement.
- 3.3.9 Not less than 14 days after the User becomes aware that any of its Generating Unit or Apparatus falls below the standard of Reactive Power capability required by the Grid Code or, where relevant, the capability specified in this Agreement, the User shall notify the TSP in writing to that effect.
- 3.3.10 In that event the Parties shall discuss the matter and the User shall (in not later than 14 days) submit in writing to the TSP for approval the date and time by which the User shall bring the defaulting Generating Unit or Apparatus concerned to a condition where it complies with such Reactive

Power capability. The TSP shall not unreasonably withhold or delay its approval of the User's proposed date and time for its affected Generating Unit or Apparatus. Should the TSP not approve the User's proposed date or time (or any revised proposal) the User shall amend such proposal having regard to any comments the TSP may have made and re-submit it for approval. All notification between the User and the TSP under this scenario shall be passed on to the NERC.

- 3.3.11 Consequent to the approval by the TSP of any proposal made by the User pursuant to the Grid or Distribution Code or sub-clause 3.3, the User shall not take or keep its Generating Unit or Apparatus out of service for any period other than:
- (a) an outage period identified pursuant to the Grid Code as at the time when the default was first notified to the TSP; or
 - (b) a period in which the Generating Unit or Apparatus concerned was determined pursuant to the Grid or Distribution Code as not having the Reactive Power or capability required by the Grid or Distribution Code or, where relevant, the capability specified in this Agreement; or
 - (c) any adjustment by up to four weeks of such previously identified outage period without affecting the duration of such period; or
 - (d) the period first requested by the User as stated in 3.3.8, for the purpose of the repair, maintenance, renewal, modification or replacement of equipment needed to enable the Generator to comply with the terms of the approved proposal.
- 3.3.12 If the User intends to carry out any work of repair, maintenance, renewal, modification or replacement ("the Concurrent Work") in addition to the repair, maintenance, renewal, modification or replacement required for the provision of Reactive Power, it shall forthwith notify the TSP of such intention.
- 3.4. Black Start
- 3.4.1 At least one or more of designated Generating Unit(s) in a User's Power Station shall have the proven capability at all times to Start-Up from Shutdown and to Energise a part of the Transmission Network and be Synchronised to the Network upon instruction from the TSP within two hours without an external electrical power supply.
- 3.4.2 When a condition on the network warrants a Black Start service, the TSP shall instruct the appropriate designated Generating Unit in the User's Power Station to provide Black Start service for a period of time.
- 3.4.3 At least twice a year the TSP shall conduct a test on designated Generating Unit(s) in the User's Power Station to confirm the preparedness of such Generating Unit(s) to provide Black Start Service to the Network.

- 3.4.4 Except in very extraneous circumstance likened to a Force Majeure, the User's Generating Unit that has been designated to provide Black Start service under this Agreement shall not refuse such instruction from the TSP when instructed to provide such service.
- 3.4.5 Failure to provide Black Start Service by a Generating unit when instructed by the TSP within a designated period shall constitute a violation of the terms of this Agreement and any payment received by the User on behalf of the failing Generating unit in the past 30 days for the readiness to provide such service shall be paid back to the TSP.

4. NON MANDATORY ANCILLARY SERVICES

- 4.1 The User's Generating Unit(s) or Apparatus or Load connected to the Transmission Network System shall have the option to provide any or all of the following Non Mandatory Ancillary Services:
 - a. Hot Standby.
 - b. Fast Start Capability for Frequency Response
 - c. Maximum Generation Capability
 - d. Cancelled Start
 - e. Inter Trip
 - f. Load Reduction for Frequency Response
- 4.2 The duration for provision of one or more of the Non Mandatory Ancillary Services shall be for not more than 5 years from the Commencement date of this Agreement.
- 4.3 The User shall identify which of its Generating Unit(s) or Apparatus or Load can provide one or more of the Non Mandatory Ancillary Services and notify the TSP of such Generating Unit(s) or Apparatus or Load and their capabilities prior to the Commencement of this Agreement.
- 4.4 Subject to Clause 4.3 of this Agreement, the User can modify or amend the capability of its Generating Unit(s) or Apparatus or Load in the provision of its Non Mandatory Ancillary Services.
- 4.5 The User shall notify the TSP at least two weeks in advance before modifying or amending the capability of its Generating Unit(s) or Apparatus or Load for the purpose providing any of the Non Mandatory Ancillary Services. Such modification or amendment shall be reflected as an Amendment to this Agreement.
- 4.6 The procurement of Non-Mandatory Ancillary Services by the TSP shall be as directed by NERC, as the need arises by the User based on most efficient Generating Units performance conditions.

5. CHARGING PRINCIPLES FOR ANCILLARY SERVICES

- 5.1.1 These principles are to be used to establish the basic approach to charging for Ancillary Services in the Transmission Network, but are not intended to stifle innovation in the development of new services or the giving of appropriate economic signals to Parties to this Agreement.
- 5.1.2 As much as possible charges shall be cost reflective (i.e. based and founded upon the actual or estimated costs directly incurred or to be incurred by the User's Generating Unit(s) or Apparatus or Load) for the purpose of providing the service or capability concerned.
- 5.1.3 Where a capability to provide an Ancillary Service is required according to the Grid or Distribution Code from all Generating Units or Apparatus or Load connected to the Transmission Network (as opposed to a capability made available by agreement between the TSP and the User from some of the User's Generating Units), no Ancillary Service Capability payment shall be made.
- 5.1.4 The cost of bringing equipment owned by the User's Generating Unit(s) or Apparatus to a condition of compliance with the Grid Code, Distribution Code or this Agreement shall not be included in Ancillary Services payments. Where a Derogation is withdrawn or reduced in scope, except in relation to Reactive Power and Frequency Response, the User shall be entitled to take the cost of meeting the withdrawal or reduction in the scope of the Derogation into account in its charges.
- 5.1.5 Subject to the other provisions of this Agreement, charges shall take due account of any change in or amendments to the Grid or Distribution Code, Market Rules, Tarriff Methodology or any other statutory or regulatory obligation coming into force after the Commencement Date of this Agreement.
- 5.1.6 If as a result of any changes to the TSP's Licence conditions, the Grid or Distribution Code a User's Generating Unit(s) or Apparatus or Load ceases to be entitled to receive payment under this Agreement in respect of any aspect of Ancillary Services provided by it which are expressed in this Agreement to be paid for, the Generating Unit or Apparatus or Load shall continue to be entitled to charge for such service until this Agreement is terminated or amended to incorporate such changes. Where however, such changes entitles the Generating Unit or Apparatus or Load to payment for any of its Ancillary Services as an aspect of its Energy or Capacity Payment or other payment outside the scope of this Agreement then the Generating Unit(s) or Apparatus or Load shall cease to be entitled to charge for such aspect of the Service under this Agreement.

5.2 Frequency Response

- 5.2.1 The variable cost of producing Primary and Secondary Response and Five Minute Reserve shall include sums in respect of:

- a. throttling losses;
 - b. lost boiler efficiency (steam plant only);
 - c. additional works power.
- 5.2.2 Part-loading of Generating Units is paid for in their Energy Payment.
- 5.3. Reactive Power
- 5.3.1 The fixed cost of providing the capability to supply Reactive Power specified in the Grid Code shall not be included in the charge.
- 5.3.2 The variable cost of providing Reactive Power shall include:
- (i) the additional heat losses incurred as a consequence of producing Reactive Power, measured at the High Voltage side of the Generator/Transformer terminals; the calculation of such heat losses to take account of the square law relationship between the electric current and the additional heat losses incurred;
 - (ii) maintenance costs incurred as a direct result of Reactive Power output (including a sum in respect of any reduction in the working life of Generating Unit components consequent upon Reactive Power output).
- 5.3.3 Payments for Reactive Power shall relate to Reactive Power provided to the relevant Transmission Network.
- 5.3.4 Any MW part-loading required for the purpose of MVAR production is paid for through the Generating Unit Energy Payment.
- 5.3.5 Charges for Reactive Power shall be predicated on the basis that any Generating Units brought on out of merit for the purpose of MVAR production are paid for MW production through its Energy Payment and MVAR production through Ancillary Services Agreement.
- 5.3.6 Payments for Reactive Power may include payments for a proportion of opportunity costs incurred as a direct consequence of a Generating Unit being taken or kept out of service outside normal outage periods for the sole purpose of the maintenance or repair of equipment essential to the production of Reactive Power. Payments shall be made on an "as arising" basis but arrangements shall be put in place by NERC to avoid inappropriate payment to the User if this situation arises.
- 5.3.7 A Gas Turbine Unit providing Synchronous Compensation as an Ancillary Services shall be paid for its Start-Up cost together with a payment for the time actually spent in Synchronous Compensation mode.

- 5.4 Black Start
 - 5.4.1 The cost of providing a Black Start Capability shall include the maintenance costs incurred as a direct result of providing the Capability.
- 5.5 Cancelled Starts
 - 5.5.1 Payments for Cancelled Starts are based upon the Generating Unit Start-Up Price and the time it would have required to Synchronise to the System.
- 5.6 Hot Standby
 - 5.6.1 Payments for Hot Standby are based upon the Generating Unit Start-Up Price and the time spent on Hot Standby.
 - 5.6.2 Charges for Hot Standby shall be predicated on the basis that where Hot Standby is reached and then followed by an instruction to Synchronise to the Transmission Network which is not cancelled by the TSP, the Generating Unit is paid from Start-Up to Hot Standby through its Energy Payment.
- 5.7 Fast Starts
 - 5.7.1 Payments for Fast Starts from Generating Unit or other power generating source shall include a payment for maintaining the Fast Start Capability.
 - 5.7.2 Any energy produced as a result of a Fast Start is paid for in its Energy Payment.
 - 5.7.3 In the case of a Fast Start, a normal start is paid for in its Energy Payment and costs over and above those of a normal start are paid for through the Ancillary Services Agreement.
- 5.8 Inter Trip
 - 5.8.1 Payments for Inter Trip of a Generating Unit shall include estimated cost of damage to the unit.
- 5.9 Load Reduction
 - 5.9.1 The cost of providing Load Reduction shall include sums in respect of maintaining the capability to trip load automatically in response to a frequency deviation.

6. PAYMENT FOR ANCILLARY SERVICES

- 6.1 Frequency Response
 - 6.1.1 The TSP shall pay the Generating Unit in accordance with instructions issued to it for operating in:

- i. Primary Response mode; or
- ii. Primary and Secondary Response mode; or
- iii. Primary and Secondary Response and Five Minute Reserve mode; or
- iv. Secondary Response and Five Minute Reserve; or
- v. Five Minute Reserve mode;

a sum calculated in accordance with the figures set out in the relevant column of Schedule A for each Generating Unit for the period expressed in minutes that the Generating Unit is so operating.

- 6.1.2 Where in any Period a Generating Unit generates Energy at or above its Offered Availability for that Period but has not been instructed by the TSP to provide Primary Response, Secondary Response or Five Minute Reserve or any combination of these three, no payment for Frequency Response shall be due to the Generating Unit in respect of that Period.
- 6.1.3 Where in any Period a Generating Unit is operating in Frequency Sensitive Mode at an instructed level below its Offered Availability but has not been instructed by the TSP to provide Primary Response, Secondary Response or Five Minute Reserve or any combination of these three for that Period, the TSP shall pay the Generating Unit the sum which is due for the Period in response of that Generating Unit had the TSP instructed that Generating Unit to operate in Primary Response Mode.
- 6.1.4 If a Generating Unit fails to provide Frequency Response as instructed by the TSP (as measured in the Grid Code or by routine testing and/or monitoring procedures to be agreed by the Parties to this Agreement) to provide whether automatically (MW/Hz) or by manual instruction the level of response specified in Schedule A for the MW loading instructed for that Generating Unit when operating in any of the modes set out in sub-clause 6.1.1, the TSP shall pay the Generating Unit in respect of the Period in which such failure occurs to the proportion of the payment due for what the Generating Unit actually performed.
- 6.1.5 Each Party shall use its best endeavours to put in place as soon as is reasonably possible such routine testing and/or monitoring procedures as are appropriate to the purposes of sub-clause 6.1.4.
- 6.1.6 The TSP's right to withhold or reduce payment shall be its sole remedy against the Generating Unit under this Agreement in respect of failure to operate in Frequency Sensitive Mode, but shall be without prejudice to any other rights the TSP may have against the Generating Unit under the Grid or Distribution Code.

6.2 Reactive Power

- 6.2.1 Subject to Sub-Clause 3.3, and the relevant provisions of the Grid and Distribution Codes, the TSP shall pay the Generating Unit or Apparatus for

producing Reactive Power, the amount due calculated by reference to the amounts shown in Schedule B of this Agreement.

- 6.2.2 If a Generating Unit fails to provide Reactive Power in accordance with instructions issued under the Grid or Distribution Code, then subject to Sub-Clause 3.3 the Generating Unit shall not be entitled to payment in respect of the period when the failure occurred.
- 6.2.3 The failure or partial failure to produce Reactive Power shall be deemed to have occurred if:
 - a. the TSP's Control Room Voltage and MVAR metering; and readings from Power Station voltage and MVAR metering, show that:
 - i. voltage was below the target voltage (to an accuracy of 2%) instructed pursuant to the Grid Code or the Generating Unit concerned was instructed to full lagging Reactive Power output and the lagging Reactive Power output (to an accuracy of 5%) was less than the Registered MVAR; or
 - ii. voltage was above the target voltage (to an accuracy of 2%) instructed pursuant to the Grid Code or the Generating Unit concerned was instructed to full leading Reactive Power output and the leading Reactive Power output (to an accuracy of 5%) was less than the Registered MVAR.
- 6.2.4 The TSP shall have the right at any time to call for the prompt production of the data referred to in Sub-Clause 6.2.3 upon production of the TSP's own data indicating that a failure or partial failure to provide Reactive Power has occurred.
- 6.2.5 If the Generating Unit or Apparatus fails to provide any Reactive Power within ten minutes of the time of an instruction to provide Reactive Power by means of Synchronous Compensation, the TSP shall forthwith notify the User to that effect and the User shall be deemed to have failed to comply with the instruction and shall not be entitled to any payment under the terms of this Agreement.
- 6.2.6 The TSP's right to withhold or reduce payment shall be its sole remedy against any erring Generating Unit or Apparatus under this Agreement in respect of failure to provide Reactive Power but shall be without prejudice to any other rights the TSP may have against the erring Generating Unit under the Grid or Distribution Code and/or under this Agreement.

6.3 Black Start

- 6.3.1 Subject to sub clause 5.4, the TSP shall pay the User in respect of each Black Start Station for providing a Black Start Capability the amounts provided in Schedule C for each Period for which the User declares any Generating Unit at the Black Start Station available for generation pursuant to the Grid or Distribution Code.

- 6.3.2 Black Start Capability payment shall be paid on a monthly basis in arrears to designated Black Start Generating Unit(s) in a Power Station for the cost incurred making the affected Generating Unit ready for Black Start.
- 6.3.3 If following an instruction from the TSP pursuant to the Grid Code a Generating Unit fails to provide a Black Start at a Black Start Station within a period consistent with its current registered dynamic parameters, no payment shall be made to the affected Generating Unit and any payment for Black Start made in the past 30 days shall be refunded back to the TSP.
- 6.3.4 Should a Black Start Station be determined not to have a Black Start Capability pursuant to the terms of this Agreement, no payment for Black Start shall be made from the date and time of such failure until such date and time as the affected Generating Unit is proven to provide Black Start to the TSP pursuant to the terms and conditions of the Grid or Distribution Code.

6.4 Hot Standby

In the following sub-clauses below, the following terms shall have the following meanings:

- "NTS" at any time, the appropriate period (in minutes) required to Synchronise as notified by the Generating Unit to the TSP in accordance with the Grid or Distribution Code (Notice To Synchronise);
- "NTS Start Time" the point in time calculated by subtracting NTS from t2;
- "t1" the time, given in the instruction to come to Hot Standby, when the state of Hot Standby is to be achieved;
- "t2" the time, specified in an instruction to Synchronise, at which readiness to Synchronise is to be achieved;
- "t3" the time when the Cancellation Instruction was issued;
- "SUP" the Start-Up Price of a Generating Unit in question for the Day when the Cancellation Instruction was issued;
- "H" the factor (expressed as a decimal and set out in Schedule D, by which the Start-Up Price bid by the Generating Unit in question for the Day is multiplied to derive the price of operating at Hot Standby;
- "T" the period in minutes to be taken to achieve readiness to Synchronise, notified by the Generating Unit to the TSP and specified in the instruction to come to Hot Standby.

6.4.1 Subject to Clause 4 and sub-clause 5.6:

- a. where the TSP issues an instruction to an Generating Unit to come to a Hot Standby followed by an instruction to Synchronise, the Generating Unit shall be paid for complying with such instructions a sum calculated as follows:

$$(t2 - T - t1) \times H \times SUP$$

- b. where the TSP issues an instruction to a Generating Unit to come to Hot Standby followed by an instruction cancelling Hot Standby after Hot Standby has been reached by the Generating Unit, the TSP shall pay to the Generating Unit for complying with such Instruction a sum calculated as follows:

$$\frac{NTS - T}{NTS} \times SUP + (t3 - t1) \times H \times SUP$$

- c. Where the TSP issues an instruction to a Generating Unit to come to Hot Standby followed by an instruction cancelling Hot Standby before Hot Standby is reached, for complying with such instruction the Generating Unit shall be paid a sum calculated as follows:

$$\frac{t3 - t1 + (NTS - T)}{NTS} \times SUP$$

- 6.4.2 In the case of an instruction to come to Hot Standby followed by an instruction to Synchronise, If the Generating Unit concerned fails to Synchronise within ten minutes of the end of the period specified in the instruction to come to Hot Standby the Generating Unit shall be deemed to have failed to comply with the instruction to come to Hot Standby and shall not be entitled to any payment under Clause 4 and sub-clause 5.6 of this Agreement.

6.5 Cancelled Start

- 6.5.1 If the TSP issues to the Generating Unit a Cancellation Instruction within the period before Synchronisation set out in Schedule D for the Generating Unit concerned, the Cancellation Instruction shall be deemed not to have been given and no payment for Cancelled Start shall be due to the User under this Agreement.

- 6.5.2 Subject to sub-clause 5.5, where the TSP issues a Cancellation Instruction on or after NTS Start Time, the TSP shall pay the Generating Unit, for each such Cancellation Instruction with which the Generating Unit complies an amount calculated as follows:

$$\frac{t3 - (t2 - NTS) \times SUP}{NTS}$$

NTS

- 6.5.3 No payment shall be due to the Generating Unit in respect of a Cancelled Start where:
- a). the TSP issues a Cancellation Instruction before NTS Start Time
 - b). the Cancellation Instruction is followed within 2 minutes by an instruction which has the effect of cancelling the Cancellation Instruction.
- 6.5.4 If, following a Cancellation Instruction the Generating Unit supplies Active Power in the absence of any other instruction issued to the Generating Unit which would result in the Generating Unit concerned supplying Active Power at that time, the Generating Unit shall be deemed to have failed to comply with the Cancellation Instruction and shall not be entitled to any payment.
- 6.6 Fast Start, Maximum Generation Capability, Inter Trip and Load Reduction for Frequency Response
- 6.6.1 Subject to Clause 4, the TSP shall pay to the Generating Unit capability payment calculated in accordance with Schedule D in respect of each Generating Unit for the Period when it is declared available for Low Frequency Relay initiated or manual response [or for Load Reduction] in accordance with the Grid or Distribution Code.
- 6.6.2 Should a Generating Unit be determined pursuant to the Grid or Distribution Code not to have Fast Start Capability no payment shall be made to the Generating Unit concerned in respect of the period commencing with the time agreed by the Parties or determined pursuant to the provisions for Dispute Resolution under this Agreement.
- 6.6.3 Subject to Clause 4, the TSP shall pay to the Generating Unit a sum calculated in accordance with Schedules E, F for each Fast Start it makes from a Generating Unit in automatic response to a frequency deviation in accordance with the Grid or Distribution Code or in accordance with an instruction issued to the Generating Unit under the Grid or Distribution Code.

7. BILLING AND PAYMENT

- 7.1 Subject to the provisions of the Market Rules, on the fifth day of each month, the TSP shall send to the User a detailed statement ("the Monthly Statement") setting out all Ancillary Services supplied by the User's Generating Unit(s) or Apparatus during the previous month and calculating the payments due to the Generating Unit(s) or Apparatus in respect of such services for that month in accordance with this Agreement.
- 7.2 If the User's Generating Unit or Apparatus has failed to supply any Ancillary Service in accordance with the Grid or Distribution Code or any instructions issued under the Grid or Distribution Code, the TSP shall send to the User's Generating Unit at the same time as it sends the Monthly Statement or when such records or evidence become available, the records of the monitoring and/or tests carried out pursuant to the Grid or Distribution Code, the records of the

agreed monitoring and/or testing procedures set out or provided for in this Agreement and any other evidence upon which it relies as showing such failure.

- 7.3 If the User disagrees with such records or with any other fact or calculation set out in the Monthly Statement, it shall send to the TSP evidence which it relies upon in support of such disagreement. The Parties shall discuss and endeavour to resolve the matter but if it cannot be resolved the records of the monitoring and/or test procedures, the facts and calculations set out in the Monthly Statement shall be binding upon the Parties until such time as they are reversed or revised by agreement or by an Arbitrator appointed pursuant to Clause 9 of this Agreement.
- 7.4 Where an invoice is received by either Party in respect of a disputed monthly statement such Party shall pay any net charges and shall be entitled to receive any net payments shown on the invoice on the payment date whether or not there is a dispute as to amount of the charge or payment.
- 7.5 Notwithstanding the provisions of sub-clause 7.3, if any fact or matter set out in the Monthly Statement shall be inconsistent with any fact or matter set out in a final run of the Settlement calculation issued by the Market Operator, the facts and matters set out in the Settlement calculation or which, following a dispute, it is found or agreed should be there set out shall be binding upon both Parties.
- 7.6 If either Party intends to dispute any fact or matter contained in a final run of a Settlement calculation which is inconsistent with any fact or matter contained in a Monthly Statement it shall serve notice in writing on the other Party to that effect in order that the other Party may make such representations as it wishes to the Market Operator or exercise such rights as it may have under the Market Rules.
- 7.7 The TSP shall send to the User 20 days after the date of the Monthly Statement an amended statement ("the Amended Monthly Statement") to take into account any changes which are required to be made to it in consequence of the procedures set out in Sub-Clause 7.2 to 7.6 inclusive.
- 7.8 Where the dispute is resolved later than 20 days after the date of the Monthly Statement or where pursuant to the procedures set out in sub-clause 7.2 it is determined that the User was not entitled to receive a payment already made, the TSP shall adjust the account between itself and the User accordingly in the next Monthly Statement or Amended Monthly Statement which it issues. The due date of payment in respect of any disputed amount shall be the date for payment of the Monthly Statement from which the dispute arises.
- 7.9 The TSP shall pay to the User the amount shown as due in an Amended Monthly Statement within Five Business Days of the date on which the Amended Monthly Statement is or should be issued.
- 7.10 Where the TSP fails to pay on the due date any amount properly due under this Agreement, the TSP shall pay to the User interest on such overdue amount from and including the date of such failure to (but excluding) the date of actual

payment (as well after as before judgement) at the rate of 3% over the Central Bank of Nigeria base lending rate for the time being and from time to time. Interest shall accrue from day to day.

- 7.11 Notwithstanding any other provision of this Agreement, the Parties shall not be limited in any way as to the evidence they may rely upon in any proceedings arising out of or in connection with payment for any Ancillary Service under this Agreement and the Parties agree that in the event and to the extent that either Party succeeds in proving in any such proceedings that any Ancillary Service was or was not provided, the successful Party shall be entitled to repayment of the sums previously paid under this Agreement or payment of sums not paid as the case may be in respect of such Ancillary Service.
- 7.12 If following a dispute or pursuant to the procedures set out under this Clause, it is determined or agreed that the Generating Unit was not entitled to any payment it has received, the TSP shall be entitled to interest (amounting to 2.5% over the Central Bank of Nigeria base lending rate) on the amount so paid from the date of payment until the date of repayment or the date when the TSP makes a payment to the User which takes such repayment into account.
- 7.13 The TSP represents and warrants to the User that it enters into this Agreement as principal and not as agent for any other person.
- 7.14 All amounts specified hereunder shall be exclusive of any Value Added Tax or other similar tax and the TSP shall pay the User Value Added Tax at the rate for the time being and from time to time properly chargeable in respect of the making available and/or supply of Ancillary Services under this Agreement, the Grid or Distribution Code, or any other Statutory Agreement.

8. METERING

- 8.1 The relationship between the Parties with respect to Energy Metering Equipment shall be regulated in accordance with the Metering Code.
- 8.2 The relationship between the Parties with respect to Operational Metering Equipment shall be regulated by the Connection Agreement.

9. DISPUTE RESOLUTION

- 9.1 Any dispute arising between the Parties or their agents under this Agreement, if not amicably resolved within 30 days of first arising, may by a Dispute Notice be referred to NERC by either Party for resolution.
- 9.2 NERC within 20 days of the receipt of a Dispute Notice shall refer such disputes either to an Independent Engineer or Arbitration. Provided that the Parties may of their own accord agree to appoint an Independent Engineer or resort to Arbitration.

9.3. Independent Engineer

The Parties agree that for disputes of a technical nature, the Parties shall within 14 days of such dispute or by a referral by NERC as specified in Clause 9.2 jointly appoint an Independent Engineer nominated by the President of the Nigerian Society of Engineers and shall be guided in accordance with the following rules:

- 9.3.1 The Independent Engineer appointed shall act as an expert and not as an Arbitrator and shall decide those matters referred or reserved to him under this Agreement by reference to Good Industry Practice using his skill, experience and knowledge and with regard to such other matters as an Independent Engineer in his sole discretion considers appropriate.
- 9.3.2 The Parties shall endeavour to promptly supply the Independent Engineer with such documents and information as he may request when considering the dispute in question. The Independent Engineer shall use his best endeavours to give his decision upon the question before him as soon as possible following its referral to him. The Parties shall share equally the fees and expenses of the Independent Engineer. The Parties expressly acknowledge that submission of disputes for resolution by the Independent Engineer does not preclude subsequent submission of disputes for resolution by Arbitration. Pending any such Arbitration the Parties shall treat the Independent Engineer's decision as final and binding.

9.4 Arbitration

- 9.4.1 Subject to Clause 9.1-3, above where the Parties are still unable to resolve their dispute, the Parties shall of their own accord or by NERC's referral refer their disputes to Arbitration.
- 9.4.2 The Parties shall jointly appoint a Sole Arbitrator either within themselves or nominated by the President of the Chartered Institute of Arbitrators UK Nigerian Branch.
- 9.4.3 Pursuant to Clause 9.4.2, where the Parties are unable to agree on a Sole Arbitrator, the Parties shall appoint an Arbitration Tribunal consisting of Three Arbitrators; one Arbitrator appointed by each Party and the third Arbitrator appointed by NERC.
- 9.4.4 Failure to abide by the decision of the Solo Arbitrator or Arbitration Tribunal shall constitute a violation of this Agreement. Upon adequate presentation by the aggrieved Party to the NERC of such acts of violation, the aggrieved Party upon at least 30 days notification to the violating Party can suspend access to property, equipment or apparatus and/or service until such time as the violating Party complies or is serviced with notice of termination of this Agreement and disconnection of the violating Party property, equipment or apparatus and/or service. Provided that if the violating Party is the User, it shall be compelled to continue to provide

without being paid Mandatory Ancillary Services required for the safe and reliable operation of the Network.

- 9.4.5 During the Arbitration process, Parties shall use expert witnesses where the circumstances make it necessary.
- 9.4.6 The Parties shall bear the costs of Arbitration equally between them.
- 9.5 Notwithstanding the provisions of this Clause 9, the Parties undertake in good faith to continue to operate and perform their respective obligations under this Agreement and the Relevant Rules during the course of a dispute.
- 9.6 Subject always to sub-clause 9.1, if any tariff consumer (as defined in EPSR Act 2005) brings any legal proceedings in any law court against one or more persons, any of which is a Party (the "defendant contracting party") and the defendant contracting party wishes to make a third party claim against the other party to this Agreement ("a contracting party") which would but for this sub-clause have been a dispute or difference referred to Arbitration by virtue of sub-clause 9.1 then, notwithstanding the provisions of Clause 9.1 which shall not apply and in lieu of arbitration, the court in which the legal proceedings have been commenced shall hear and completely determine and adjudicate upon the legal proceedings and the third party claim not only between the tariff consumer and the defendant contracting party but also between either or both of them and the other contracting party whether by way of third party proceedings or otherwise as may be ordered by the court.
- 9.7 For the purposes of this sub-clause third party claim shall mean:
- a. any claim by a defendant contracting party against a contracting party (whether or not already a party to the legal proceedings) for any contribution or indemnity; or
 - b. any claim by a defendant contracting party against such a contracting party for any relief or remedy relating to or connected with the subject matter of the legal proceedings and substantially the same as some relief or remedy claimed by the User; or
 - c. any requirement by a defendant contracting party that any question or issue relating to or connected with the subject matter of the legal proceedings should be determined not only as between the tariff consumer and the defendant contracting party but also as between either or both of them and a contracting party (whether or not already a party to the legal proceedings).
- 9.8 Sub-clause 9.6 shall apply only if at the time the legal proceedings are commenced no arbitration has been commenced between the defendant contracting party and the other contracting party raising or involving the same or substantially the same issues as would be raised by or involved in the third party claim. The tribunal in any Arbitration which has been commenced prior to the commencement of legal proceedings shall determine the question, in the

event of dispute, whether the issues raised or involved are the same or substantially the same.

10. CONFIDENTIALITY

- 10.1 The Parties (including their agents or nominated third parties) hereby undertake that they shall preserve the confidentiality and secrecy of, and not directly or indirectly reveal, report, publish, disclose or transfer or use for its own purposes Confidential Information except:
- i. Where the Confidential Information is in the public domain;
 - ii. To the extent expressly permitted by this Agreement, the Parties Operating Licenses and the Relevant Rules;
 - iii. With the consent in writing of the owner of the information.
- 10.2 With effect from the date of this Agreement, the Parties shall adopt procedures within their organisations for ensuring the confidentiality of all Confidential Information which it is obliged to preserve as confidential. These procedures will include:
- i. The Confidential Information to be disseminated within the relevant party on a need to know basis;
 - ii. Employees, directors, agents, lenders, consultants and professional advisers of the relevant party in respect of Confidential Information will be made fully aware of the party's obligations of confidence in relation thereto.
- 10.3 The provisions of sub-clauses 10.1-10.2 above shall survive any termination of this Agreement for a period of 5 years from such Termination Date.

11. TERM AND TERMINATION

- 11.1 This Agreement shall automatically terminate upon:
- a. termination of the Market Rules; or
 - b. termination of the Connection Agreement; or
 - c. revocation or withdrawal of the User's Generation Licence or the TSP's Transmission Licence.
- 11.2 Termination by the User
- (a) In the event that:
- i) The TSP fails to pay (other than by inadvertent error in funds transmission which is discovered by the User, notified and corrected by the TSP within 48 hours following such notification) any amount properly due, according to the terms of this Agreement and such non-payment continues un-remedied and

undisputed in good faith and upon reasonable grounds at the expiry of 150 Business Days immediately following receipt by the TSP of written notice from the User of such non-payment; or

(b) In respect of the TSP or the User:

i) an order of the High Court is made or an effective resolution passed for its insolvent winding-up or dissolution; or

ii) a receiver (which expression shall include an administrative receiver) of the whole or any material part of its assets or undertaking is appointed; or

iii) an administration order is made or if a voluntary arrangement is proposed for its dissolution; or

iv) it enters 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 Director); or

v) it is unable to pay its debts and its operations are declared bankrupt by the order of a High Court.

vi) and in any such case within 28 days of appointment of the liquidator, receiver, administrative receiver, administrator nominee or other similar officer, such person has not provided to the User a guarantee of future performance by the TSP of the terms of the Agreement in such form and amount as the User may reasonably require and there has been no agreement reasonably satisfactory to the User as to payment of amounts due in the future under this Agreement, the User may declare by notice in writing to the TSP that such event has become an event of default.

Provided that once the User has given notice of an event of default this Agreement shall terminate.

11.3 Effect of Termination

11.3.1 Upon termination of the Connection Agreement, this Agreement shall be terminated to the extent that it applies to the Generating Units or Apparatus and the Ancillary Services supplied or made available from the Connection Site which is the subject of the said Connection Agreement. Where the User serves notice to Decommission or Disconnect its Generating Unit's Equipment at a Connection Site under a Connection Agreement, the Parties shall discuss the possibility of terms being offered for the continued provision of any Ancillary Service which was being provided by the Generating Unit or Apparatus at that Connection Site immediately before service of the Notice to Decommission or Disconnect and for which the TSP is unable to find a reasonable alternative.

11.3.2 No payments shall be made under this Agreement in respect of an Ancillary Service to be provided from the User's Generating Unit in relation to any

period when the User or the User's Equipment at any Connection Site used by that User is prevented from providing that Ancillary Service by reason of a circumstance of Force Majeure under the Connection Agreement or is De-energised, Decommissioned or Disconnected for any reason pursuant to a breach of the relevant Connection Agreement.

- 11.3.3 Termination of this Agreement as a whole or in relation to the provision of any Ancillary Service under Clause 3 shall not affect any rights or obligations of the Parties which have accrued at the time of such termination.

12. LIMITATION OF LIABILITY

- 12.1 Neither Party, nor any of its officers, employees, agents or nominated third parties shall be liable for loss arising from any breach of this Agreement other than for loss directly arising from such breach which at the date thereof was reasonably foreseeable as likely to occur in the ordinary course of events from such breach particularly:

- i. Physical damage to the property, equipment or apparatus of the other party(ies), its officers, employees or agents;
- ii. The liability of the other Party to any such person or loss arising from physical damage to the property of any means.

- 12.2 Nothing in this Agreement shall exclude or limit the liability of the Party liable for death or personal injury resulting from negligence from the action of the Party liable or any of its officers, employees or agents. 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 the 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.

- 12.3 Subject to any other provisions of this Agreement to the contrary,, neither Party, nor any of its officers, employees or agents shall in any circumstances whatsoever be made liable to the other Party for:

- i. Any loss of profit, loss of revenue, loss of use, loss of contract or loss of goodwill; or
- ii. Any indirect or consequential loss; or
- iii. Losses resulting from liability of either Party to any other person howsoever and when so ever arising save as provided in this Clause 12 of this Agreement.

- 12.4 The rights and remedies provided by this Agreement to the Parties are exclusive and not cumulative 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 any rights either Party may possess in tort which shall include actions brought in negligence and/or nuisance. Accordingly, the Parties hereby

waive in 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 matters dealt with in this Agreement and undertakes not to enforce any of the same except as expressly provided herein.

- 12.5 Nothing in this Clause 12 shall exclude or restrict or otherwise prejudice or affect any of:
- i. The rights, powers, duties and obligations of either Party which are conferred or created by the EPSR Act, 2005, the Party's Operating Licences, orders and regulations made by NERC or any amendments or re-enactment thereof; or
 - ii. The rights, powers, duties and obligations of NERC or relevant Government Authorities under the EPSR Act, 2005.

13. FORCE MAJEURE

- 13.1 If either Party is unable to carry out any of its obligations under this Agreement due to circumstances of Force Majeure (i.e. the Non Performing Party), this Agreement shall remain in effect but save as otherwise provided herein the Non-Performing Party's obligations hereunder shall be suspended without liability for the period during which the Force Majeure subsists. Provided that:
- i. The Non-Performing Party gives the other Party prompt notice describing the circumstance of Force Majeure, including the nature of the occurrence, its expected duration and the particular obligations affected by it, and continue to furnish weekly reports with respect thereto during the period of Force Majeure;
 - ii. The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - iii. No liabilities of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;
 - iv. The Non-Performing Party uses all reasonable efforts to remedy its inability to perform; and
 - v. As soon as practicable after the event which constitutes Force Majeure the Parties shall discuss how best to continue that operations so far as possible in accordance with this Agreement.
- 13.2. Notwithstanding the provisions of Clause 13.1 above where a Force Majeure event continues to exist for a continuous period of 180 days then either Party shall be a liberty to terminate this Agreement in accordance with the procedure provided in Clause 17 below: Provided that on termination, the Parties shall reconcile their accounts as provided by the Market Rules, and make outstanding payments according to the terms of this Agreement.

14. WAIVER

- 14.1 No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any change or partial exercise of any such right, power, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy.

15. NOTICES

- 15.1 Any notice or other communication to be given by either Party, to the other, under or in connection with the matters contemplated by this Agreement shall be addressed to the recipient and sent to the address or facsimile number of such other party given in Schedule H and marked for the attention of the person so given or to such other address, telex number and/or facsimile number marked for such other attention as the other Party may from time to time specify by notice.
- 15.2 Any notice or other communication to be given by either Party to the other Party under, or in connection with the matters contemplated by, this Agreement shall be in writing and shall be given by letter delivered by hand or sent by courier or facsimile, and shall be deemed to have been received:
- i. In the case of delivery by hand, when delivered; or
 - ii. In the case of courier, on the 4th working day following the day of posting (including overseas); or
 - iii. In the case of facsimile on the automatic answerback of the addressee (where such transmission occurs before 1700 hours on the day of transmission) and in any other case on the day following the day of transmission.

16. VARIATIONS TO SCHEDULES

- 16.1 The provisions of the Schedules to this Agreement may be varied from time to time by written memorandum signed by an authorised officer from both Parties. Subject thereto no variations to this Agreement shall be effective unless made in writing and signed by or on behalf of Parties involved.
- 16.2 The Parties shall effect any amendment required to be made to this Agreement by the NERC as a result of such change.

17. ASSIGNMENT AND SUB-CONTRACTING

- 17.1 The rights and obligations of the Parties shall not be assigned (otherwise than to an Affiliate by way of a change, an assignment or by way of security) without the consent of the other party and NERC, such consent not to be unreasonably withheld.
- 17.2 Either Party shall not have the right to sub-contract or delegate the performance of any of its obligations or duties arising under this Agreement without the consent of the other and NERC. The sub-contracting by either Party of the performance of any obligations or duties under this Agreement shall not relieve such Party from the liability for performance of such obligation or duty.

18. GOVERNING LAW AND JURISDICTION

- 18.1 This Agreement shall be governed by and construed in all respects in accordance with Nigerian law.
- 18.2 Subject to and without prejudice to Clause 9 of this Agreement, the Parties involved in this Agreement irrevocably agree that where the need arises, only the courts in Nigeria shall have jurisdiction to settle any dispute which may arise out of or in connection to this Agreement
- 18.3 Each Party irrevocably waives any objection which it may have now or later to the laying of the venue of any proceedings in any Nigerian court, and any claim that any such proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement from any proceedings brought in any Nigerian court shall be conclusive and binding upon such Party and be enforced by such court in Nigeria.
- 18.4 For the avoidance of doubt nothing contained in the provisions of this Clause 18 shall be taken as permitting a Party to commence proceedings in the courts where this Agreement otherwise provides for proceedings to be referred to arbitration.
- 18.5 If any provision of this Agreement 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 this Agreement which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

IN WITNESS WHEREOF the duly authorised representatives of the Parties hereto have executed this Agreement in the manner hereinafter appearing the day, month and year first above written.

SIGNED BY

[*name of authorised representative*]

For and on behalf of

The Transmission Service Provider [*name*]

SIGNED BY

[*name*]

For and on behalf of

[*User*]

SCHEDULE A

PART 1

FREQUENCY RESPONSE DATA

User:

Station Name at Connection Site:

Generating Unit at Connection Site:

Low Frequency Response for a Conventional Steam Boiler Station							
Generating Unit Deload (MW)	δf_s (Hz)	Frequency Response (MW)	Secondary Response 9MW)				
			$\delta f_s =$ -0.1Hz	$\delta f_s =$ -0.2Hz	$\delta f_s =$ -0.3Hz	$\delta f_s =$ -0.4Hz	$\delta f_s =$ -0.5Hz
	-0.1						
	-0.2						
	-0.3						
	-0.4						
	-0.5						
	-0.6						
	-0.7						
	-0.8						
	-0.1						
	-0.2						
	-0.3						
	-0.4						
	-0.5						
	-0.6						
	-0.7						
	-0.8						
	-0.1						
	-0.2						
	-0.3						
	-0.4						
	-0.5						
	-0.6						
	-0.7						
	-0.8						
	-0.1						
	-0.2						
	-0.3						
	-0.4						
	-0.5						
	-0.6						
	-0.7						
	-0.8						

High Frequency Response for a Conventional Steam Boiler Station					
Generating Unit De-load (MW)	Frequency Deviation From Target Frequency				
	$\delta f_s = +0.1\text{Hz}$	$\delta f_s = +0.2\text{Hz}$	$\delta f_s = +0.3\text{Hz}$	$\delta f_s = +0.4\text{Hz}$	$\delta f_s = +0.5\text{Hz}$

SCHEDULE A

PART 2

Part Loaded Generating Unit

Payment for Primary and Secondary Frequency Response and 5 Minute Reserve

User of Network:

Station Name at Connection Site:

Generating Unit at Connection Site:

Generating Unit		Primary				Primary Secondary & 5 minute	5 Min Reserve
Loading	Response MW	Reserve MW/Hz	Nxx/m in MW	Loading	Response MW	Reserve MW/Hz	Nxx/min Loading Response Reserve £/min MW

**SCHEDULE B
PART 1**

REACTIVE POWER DATA

User:

Station Name at Connection Site:

Generating Unit at Connection Site:

Reactive Power Capability at Commercial Boundary (at rated stator terminal and nominal system voltage).

	LEAD (Mvar)	LAG (Mvar)
At Rated MW		

Reactive Power Capability at the User's Stator Terminal (at rated terminal voltage).

	MW	LEAD (Mvar)	LAG (Mvar)
At Rated MW			
At Full Output (MW)			
At Minimum Output (MW)			

**SCHEDULE B
PART 2**

Payment Schedule for Reactive Power Services

- a. Leading Reactive Power Hourly Availability Payment:
Nxx/Mvarh for each Mvar of Declared Leading Mvar Availability for each hour.
- b. Leading Reactive Power Utilisation Payment:
Nxx/Mvarh for each leading Mvarh measured in each Metering Period where the User's Generating Unit is synchronised.
- c. Lagging Reactive Power Hourly Availability Payment:
Nxx/Mvarh for each Mvar of Declared Lagging Mvar Availability for each hour.
- d. Lagging Reactive Power Utilisation Payment:
Nxx/Mvarh for each lagging Mvarh measured in each Metering Period where the User's Generating Unit is synchronised.

**SCHEDULE B
PART 2**

SYNCHRONOUS COMPENSATION DATA AND PAYMENT

User:

Station Name at Connection Site:

Generating Unit at Connection Site:

Generating Unit	Charges (N/Mvar)

SCHEDULE C

BLACK START SERVICE PAYMENT

User:

Station Name at Connection Site:

Hydro Station Rate: (Nxx/hr)

Station	Main Generating Unit	Black Start	Black Rate	Start Availability

Thermal Station Rate: (Nxx/hr)

Station	Main Generating Unit	Black Start	Black Rate	Start Availability

SCHEDULE D

HOT STANDBY, CANCELLED START SERVICE, INTER TRIP PAYMENT

User:

Station Name at Connection Site:

Generating Unit at Connection Site:

Generating Unit	H Factor	Start Up Price (N)

Generating Unit	Inter Trip

SCHEDULE E

MAXIMUM GENERATION SERVICE PAYMENT

User:

Station Name at Connection Site:

Generating Unit at Connection Site:

Generating Unit	Maximum Generation Price (N/MWh)

SCHEDULE F

LOAD REDUCTION FOR FREQUENCY RESPONSE SERVICE PAYMENT

User:

Load Unit at Connection Site:

Load Unit	Off Peak Rate (Nxx/kWh)	On Peak Rate (Nxx/kWh)

SCHEDULE G

Form of Agreement Amending Ancillary Services Agreement to correspond to a New Agreement for a Connection Site or variation of an existing Agreement following a Modification or following annual review of rates and prices

THIS AGREEMENT is made on the **day of** **200[]**

BETWEEN

(1) [], licence number [], whose registered office is at []. hereinafter referred to as the Transmission Service Provider ("TSP")

AND

(2) [] User of the Transmission Network, licence number [], whose registered office is at []. hereinafter referred to as the ("User")

Reference to the Parties shall include their respective successors and/or assigns.

WHEREAS

- A. By an Agreement ("the Ancillary Services Agreement") dated 200[] made between the TSP and the User, the Parties thereto made provision for the payment by the TSP for Ancillary Services provided by the User's Generating Unit.
- B. The Parties have agreed to amend that Agreement in the terms hereinafter set out.

NOW IT IS HEREBY AGREED as follows:

- 1. Unless the context otherwise requires, words and expressions defined in the Ancillary Services Agreement shall bear the same meanings respectively when used herein.
- 2. The provisions of this Agreement shall come into effect on [date] [the date when the Commissioning Programme referred to in Clause [] of the Connection Agreement dated [] actually commences

[Note: second alternative applies only where this Agreement complements Connection Agreement for a New Connection Site.]

3. As and from the effective date of this Agreement, the Ancillary Services Agreement shall be amended as follows:

HERE SET OUT AMENDMENTS TO THE CLAUSES AND/OR SCHEDULES

4. This Agreement and the Ancillary Services Agreement shall be read and construed as one document and references in the Ancillary Services Agreement to this Agreement (howsoever expressed) shall be read and construed as references to the Ancillary Services Agreement as amended by this Agreement and by any other Agreement amending the same from time to time.
5. This Agreement shall be governed by and construed in all respects in accordance with Nigerian law and the provisions of Clause 18 of the Ancillary Services Agreement shall apply hereto mutatis mutandis.

IN WITNESS WHEREOF the duly authorised representatives of the Parties hereto have executed this Agreement in the manner hereinafter appearing the day, month and year first above written.

SIGNED BY

[name of authorised representative]

For and on behalf of

The Transmission Service Provider [*name*]

SIGNED BY

[*name*]

For and on behalf of

[*User*]

SCHEDULE H

Contact for the TSP

Authorised Contact Person:

Address:

Telephone:

Fax:

E-mail:

Contact for the User

Authorised Contact Person:

Address:

Telephone:

Fax:

E-mail: