

Dated

200[]

EIRGRID

(1)

and

SERVICE PROVIDER

(2)

ANCILLARY SERVICES AGREEMENT

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THIS AGREEMENT is made the day of 200[]

BETWEEN:

(1) **EirGrid plc**, a limited liability company having its registered office at The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 (hereinafter called the “**Company**”); and

(2) **Name and registered address of the Service Provider** (hereinafter called the “**Service Provider**”)

WHEREAS:

- (A) The Company has responsibility for the operation of amongst other duties the Transmission System as provided for in the statutory instrument entitled “European Communities (Internal Market in Electricity) Regulations 2000” (hereinafter referred to as “**SI NO.445 of 2000**”),
- (B) Pursuant to SI No. 445 of 2000 the Company is obliged to ensure the availability of Ancillary Services necessary to carry out its duties and to provide adequate system security.
- (C) The Company and the Service Provider are now entering into this Agreement in order to provide the Company with such Ancillary Services.

IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

1.1 In the Agreement except where the context otherwise requires the following words and expressions shall have the meanings set opposite them:

“**Act**” means the Electricity Regulation Act, 1999;

“**Affiliate**” means in relation to either Party, any holding company or subsidiary or any subsidiary of a holding company of the relevant Party, in each case within the meaning of the Companies Acts, 1963 to 2001 inclusive;

“**Ancillary Services**” for the purposes of this agreement means any of the following

- the provision of Primary Operating Reserve;
- the provision of Secondary Operating Reserve;
- the provision of Tertiary Operating Reserve 1;
- the provision of Tertiary Operating Reserve 2;

- the provision of Replacement Reserve;
- the provision of Reactive Power; and/or
- Black Start Capability

where each of these are defined in the Grid Code and provided in accordance with Schedules 1 to 3 inclusive of this Agreement and, Ancillary Services shall be construed accordingly;

“All Island Ancillary Services Arrangements” means the regulatory approved commercial arrangements for Ancillary Services which are common to Ireland and Northern Ireland.

“Business Day” means any day other than a Saturday, a Sunday, a public holiday in the Republic of Ireland or any day that the Commission deems not to be a business day for the purposes of electricity trading in Ireland

“Charging Period” means a period of one calendar month;

“Commission” means the Commission for Energy Regulation;

“Company” means EirGrid plc and any legal successors in title under any restructuring of EirGrid plc;

“Competent Authority” means the Commission or any local, national or supra-national agency, authority, department, inspectorate, minister, official, Court, tribunal or public or statutory person (whether autonomous or not) of Ireland (or the government thereof) or the European Union which has jurisdiction over a Party on the subject matter of the Agreement;

“Confidential Information” has the meaning given in Clause 9;

“Connection Agreement” means the agreement between the Company and the Service Provider which provides the right for that Service Provider's Installation to be and remain connected to the Transmission System or the Distribution System;

“Connection Site” has the meaning set out in the Grid Code;

“CDGU” means a Centrally Dispatched Generating Unit as defined in the Grid Code;

“De-Energise” has the meaning set out in the Grid Code;

“Decommission” means cessation of use by the Service Provider of the Service Provider’s Installation at any given Connection Site for a continuous period exceeding 12 months;

“Directive” means any present or future legislation, statutory instrument, directive, requirement, instruction, order, direction or rule of any Competent Authority binding on either or both of the Company and the Service Provider (but only, if not having the force of law, if compliance with the Directive is in accordance with the general practice of persons to whom the Directive is addressed) and includes any modification, extension or replacement thereof then in force;

“Disconnect” has the meaning set out in the Grid Code and **“Disconnected”** shall be construed accordingly;

“Distribution Code” means the Distribution Code required to be prepared by the Company pursuant to section 33 of the Act, and approved by the Commission, as from time to time revised, amended, supplemented or replaced with the approval of or at the instance of the Commission;

“Distribution System” has the meaning set out in the Grid Code;

“Effective Date” as agreed in writing between the Parties;

“EirGrid’s Statement of Charges & Payments” means the documents published of this name on the Company’s website;

“EURIBOR” means in relation to any sum, the rate per annum for deposits in Euro for the specified period applicable thereto which appears on Telerate (or any successor service) page 248 (or any relevant successor page) or Reuters page 454 (or any successor service page) at or about 11:00 am on the relevant rate fixing date. If no such quotation is available, EURIBOR will be the rate per annum for deposits in Euro determined to be equal to the arithmetic mean (rounded upwards to four decimal places) of the six month rates at which at least three banks who generally provided quotes on Telerate page 248 when quotations were last available thereon was offering to prime banks in the European Interbank Market deposits in Euro and for the specified period at or about 11:00 am on the relevant rate fixing day. For the purposes of this definition “Specified period” means the period in respect of which EURIBOR falls to be determined in relation to such sum;

“Euro” or **“€”** means the single currency of participating Member States of the European Union;

“Force Majeure” means any event or circumstance or number of events or circumstances or combination thereof which is beyond the reasonable control of such

Party (“Non-Performing” Party”) and which could not have been avoided through the use of Good industry Practice and which results in or causes the failure of the Party to perform any of its obligations under the Agreement and, is limited to the following events:

- (a) acts of terrorists;
- (b) war (whether declared or undeclared), threat of war, act of public enemy, blockade, revolution, riot, insurrection, public demonstration, civil commotion, invasion or armed conflict;
- (c) sabotage or acts of vandalism, criminal damage or the threat of such acts;
- (d) extreme weather or environmental conditions including lightning, earthquake, flood, wind, drought, storm, fire, landslip, accumulation of snow or ice, natural disasters and phenomena including meteorites, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, impact by aircraft, volcanic eruption, explosion including nuclear explosion, radioactive or chemical contamination or ionising radiation;
- (e) any change of legislation, governmental order, restraint or Directive without justifiable cause by any relevant governmental authority having the effect of shutting down or reducing the supply of electricity to the Service Provider’s Installation or which prohibits (by rendering unlawful) the operation of the Service Provider’s Installation and such operation cannot be made lawful by a modification to the Service Provider’s Installation or a change in operating practice;
- (f) any strike which is part of a labour dispute of a national character occurring in the Republic of Ireland or which is part of a national electrical industry strike within the Republic of Ireland;
- (g) the inability at any time or from time to time of the Transmission System to be capable of lawfully and safely importing electricity from the Service Provider.

“**Good Industry Practice**” means the exercise of that degree of skill, diligence, prudence and foresight which would be reasonably and ordinarily expected from a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances;

“**Grid Code**” means the code prepared by the Company pursuant to section 33 of the Act, and approved by the Commission, as from time to time revised, amended, supplemented or replaced with the approval of or at the instance of the Commission;

“Infrastructure Agreement” means the agreement executed by EirGrid and ESB pursuant to regulation 18 (1) (a) of Statutory Instrument No. 445 of 2000;

“kVA” means kilovoltamperes;

“kW” means kilowatts;

“Metering Code” means the code of that name which specifies the minimum technical design and operational criteria to be complied with for metering and data collection equipment and associated procedures as required under the Trading and Settlement Code;

“Metering Equipment” has the meaning given to it in the Metering Code;

“Meters” has the meaning set out in the Metering Code;

“Party” means, as the context requires, the Company or the Service Provider; and the term “Parties” shall be construed accordingly;

“SCADA” means Supervisory Control and Data Acquisition;

“Service Provider's Installation” means any structures, equipment, lines, appliances or devices used or to be used by any Service Provider and connected or to be connected directly or indirectly to the Transmission System or to the Distribution System;

“State Estimator” means a system for estimating the value of a parameter;

“Term” has, in respect of each Ancillary Service, the meaning given to it in the Schedule relating to such Ancillary Service;

“Trading and Settlement Code” means the Single Electricity Market Trading and Settlement Code which sets out the rules for trading in electricity and settling energy imbalances and the responsibilities of parties to the code;

“Transmission System” has the meaning set out in the Grid Code;

“Transmission System Operator” has the meaning set out in the Grid Code;

“Value Added Tax” or **“VAT”** means the value added tax chargeable under the provisions of the Value Added Tax Act 1972 or any tax on the supply of goods and or services which may hereafter replace or supplement value added tax.

1.2 In the Agreement, unless the context requires otherwise, any reference to:

1.2.1 the singular shall include the plural and vice versa;

- 1.2.2 any gender reference shall be deemed to include references to the masculine, feminine and neuter genders;
- 1.2.3 the “Agreement” shall mean this Agreement and its Schedules and Appendices;
- 1.2.4 any reference to “writing” or “written” shall include all methods of reproducing words in a legible and non-transitory form;
- 1.2.5 any words importing persons or parties shall include individuals, firms and corporations, joint ventures, trusts, unincorporated associations and organisations, partnerships and any other entity, in each case whether or not having a separate legal personality and any references to persons shall include their legal successors and permitted assignees;
- 1.2.6 any reference to legislation, regulations, Directives, orders, instruments, codes or other enactments shall include any amendments, modifications extensions, replacements or re-enactments thereof then in force;
- 1.3 Unless otherwise specified:
- 1.3.1 any reference in the Agreement to a “Clause” is a reference to a Clause contained in the Agreement;
- 1.3.2 any reference to a “Schedule” is a reference to a Schedule to the Agreement;
- 1.3.3 any reference to a “Section” is a reference to a Section to a Schedule to the Agreement; and
- 1.3.4 any reference to an “Appendix” is a reference to an Appendix to the Agreement;
- 1.3.5 any reference to another agreement or document, or any deed or other instrument (including but not limited to Statutory Instrument, Act of the Oireachtas, the Grid Code, the Metering Code or the Trading and Settlement Code) shall be construed as a reference to that other agreement, or document, deed or other instrument as the same may have been, or may from time to time be, amended, varied, supplemented, substituted or novated;
- 1.3.6 any terms which are defined in the Act, the Grid Code, the Metering Code or the Trading and Settlement Code and which are not otherwise defined in the

Agreement shall have the meanings ascribed to them in the relevant code or the Act;

1.3.7 any terms not defined in either the Agreement, the Grid Code, the Metering Code or the Trading and Settlement Code shall have the meaning commonly used in electric utility practice or the English language, as appropriate;

1.3.8 unless otherwise stated any reference to a month or year shall be construed as reference to a calendar month or year, as the case may be;

1.3.9 where reference is made to an amount or sum, it is to an amount or sum denominated in Euro;

1.3.10 the table of contents and Clause headings are inserted for ease of reference only and shall be ignored for the purpose of the construction of the Agreement;

1.3.11 all terms which have been defined in the Agreement shall have their initial letters in capital typescript whenever and wherever they appear in the Agreement;

1.4 In the event of inconsistency between the provisions of the Agreement and the Grid Code, the Metering Code or the Trading and Settlement Code (as the case may be), the provisions of the Grid Code, the Metering Code or the Trading and Settlement Code (as the case may be) shall prevail to the extent of such inconsistency unless the contrary intention is explicit.

2 Ancillary Services and Payment

2.1 Ancillary Services

2.1.1 Subject to the terms of Clause 6, from the Effective Date, this Agreement shall continue in existence for the lesser of a period of 3 years or until the harmonisation of the All Island Ancillary Services Arrangement and the Service Provider shall provide the Company with Ancillary Services in accordance with the terms of this Agreement and the Grid Code or the Metering Code, the Distribution Code and the Trading and Settlement Code unless otherwise agreed in writing between the Parties. Upon the date of the harmonisation of the All Island Ancillary Services Arrangement, the Service Provider will be required to enter into a new agreement with the Company on terms specified by the Company.

2.1.2 Unless otherwise specified in the Schedules, payment will be in accordance with EirGrid's Statement of Charges and Payments for Ancillary Services.

2.2 Payments

2.2.1 In consideration of the provision of the Ancillary Service(s) pursuant to this Agreement the Company shall pay the Service Provider the payments ("Ancillary Service Payments") as calculated in accordance with the Schedule(s) in this Agreement relating to the Ancillary Service(s).

2.2.2 All amounts payable by the Company under this Agreement are exclusive of any applicable Value Added Tax (or other similar tax), sales tax or other lawful taxes or levies applicable by reason of the performance of the Agreement and the Parties agree that an amount equal to any applicable Value Added Tax (or other similar tax), sales tax or other lawful taxes or levies lawfully chargeable in respect of the performance of the Agreement shall be payable or repayable, as the case may be, in addition to, at the same time and in the same manner as the amounts to which it relates.

2.2.3 The Company shall have the right to settle amounts due to the Service Provider under this Agreement net of amounts due to the Company by the Service Provider under this and other agreements.

2.3 Billing and Payment Plan

2.3.1 Within 35 Business Days of the end of each Charging Period, the Company shall submit to the Service Provider a statement of account (the "**Statement**") specifying:

(i) the quantity of Ancillary Service(s) provided and (ii) the payments due in respect of that Charging Period.

The Company shall use its reasonable endeavours to provide to the Service Provider such reasonable information as may be required to enable the Service Provider to verify the services provided for that Charging Period. Such information shall be based on data from meters and other systems the Company may use. If, following a Charging Period, the Company is unable to obtain all or part of the information necessary to prepare a Statement, in respect of that Charging Period, then the Company shall make such estimates as are necessary to prepare a Statement for the Charging Period and provide the Service Provider with the basis for such estimates.

2.3.2 Following confirmation of the actual service provided and calculation of the correct payments due, then the Statement for the subsequent Charging Period will be revised up or down accordingly.

2.3.3 Within 20 Business Days of the date on which the Company submits to the Service Provider a Statement, the Service Provider shall either:

(a) where the Service Provider agrees with the Statement's accuracy, submit to the Company an invoice for the same aggregate amount as is specified in the Statement (the "**Invoice**") together with a written notice confirming the accuracy of the Statement; or

(b) where the Service Provider disputes the Statement's accuracy, submit to the Company an Invoice for such sum as the Service Provider, acting in good faith, believes is due together with a written notice (the "**Claim**") specifying the sum disputed and the grounds of such dispute. For the avoidance of doubt, the Service Provider shall not be entitled to issue an Invoice for an amount greater than the aggregate amount specified in the Statement. Any claim under this Clause shall be subject to the dispute resolution mechanism set out in section 2.5

2.3.4 The Service Provider shall be deemed to have agreed with the accuracy of the Statement if it fails to submit the Claim to the Company in accordance with Clause 2.3.3.

2.4 Invoice Payment Date

2.4.1 Subject to Clause 2.2.3, within ten (10) Business Days of the Company's receipt of the Invoice, the Company shall pay to the Service Provider the sum due in respect of the Invoice by electronic transfer of funds to such bank account as is specified in Schedule 5 or otherwise communicated in writing to the Company, quoting the invoice number against which payment is made.

2.4.2 Subject to Clause 2.5, if any amount included in the Invoice remains unpaid after the time period stated in 2.4.1, then the Service Provider shall be entitled to charge interest on the amount unpaid, including interest on any Value Added Tax unpaid, in accordance with the Late Payments in Commercial Transactions Regulations 2002.

2.5 Billing and Payment Dispute Resolution Mechanism

2.5.1 Where the Service Provider pursuant to Clause 2.3.3 (b) disputes the Statement and submits a Claim to the Company:

- (a) the Parties shall use reasonable endeavours to resolve the dispute in good faith; or
- (b) where the dispute remains unresolved after forty (40) Business Days of the Company's receipt of the Claim, either Party may refer the dispute for resolution in accordance with Clause 11; and
- (c) following resolution of the dispute, any amount agreed or determined to be payable shall be paid within ten (10) Business Days after such agreement or determination and interest shall accrue on such amounts plus Valued Added Tax (if any) from the date such amount was originally due until the date of payment in accordance with the Late Payments in Commercial Transactions Regulations 2002.

2.5.2 Within 45 Business Days of the end of the calendar year, the Company shall submit to the Service Provider a statement of account (the "**Reconciliation Statement**") which shall be based on data from meters and/or other systems and specify:

- (i) the metered reading (ii) the Ancillary Service Payments payable for the last Charging Period and (iii) the amount of the Ancillary Service Payment outstanding, and such sum will take into account any overpayment made by the Company in any previous Charging Period.

2.5.3 The Company shall use its reasonable endeavours to provide the Service Provider with such reasonable information as may be required to enable the Service Provider to verify the accuracy of the Reconciliation Statement.

2.5.4 By the 60th Business Day after the end of the calendar year, the Service Provider shall either:

- (a) where the Service Provider agrees with the Reconciliation Statement's accuracy, submit to the Company an invoice for the same aggregate amount as is specified in the Reconciliation Statement (the "**Final Invoice**") together with a written notice confirming the accuracy of the Statement; or

- (b) where the Service Provider disputes the Reconciliation Statement, issue and submit to the Company a Final Invoice for such sum as the Service Provider acting in good faith, believes is due together with a written notice (the “**Final Claim**”) specifying the sum disputed and the grounds of such dispute. For the avoidance of doubt, the Service Provider shall not be entitled to issue a Final Invoice for an amount greater than the aggregate amount specified in the Reconciliation Statement. Any claim under this Clause shall be subject to the dispute resolution mechanism set out in Clause 2.5.7.

2.5.5 The Service Provider shall be deemed to have agreed with the accuracy of the Reconciliation Statement if it fails to submit the Final Claim to the Company in accordance with Clause 2.5.

2.5.6 On the 70th Business Day after the end of the calendar year or within ten (10) Business Days of the Company’s receipt of the Final Invoice, whichever is the later, the Company shall pay to the Service Provider the sum due in respect of the Final Invoice by electronic transfer of funds to such bank account as is specified in Schedule 5 or otherwise communicated in writing to the Company, quoting the invoice number against which payment is made. Subject to Clause 2.5.7, if any amount included in the Final Invoice remains unpaid after the due date hereof, the Service Provider shall be entitled to charge interest on the amount unpaid, including interest on any Value Added Tax unpaid, in accordance with the Late Payments in Commercial Transactions Regulations 2002.

2.5.7 Where the Service Provider has notified the Final Claim or Notice to the Company in accordance with Clause 2.5.4:

- (a) the Parties shall use reasonable endeavours to resolve the dispute in good faith; or
- (b) where the dispute remains unresolved after (40) forty Business Days of the Company’s receipt of the Final Claim, either Party may refer the dispute for resolution in accordance with Clause 11; and
- (c) following resolution of the dispute, any amount agreed or determined to be payable by one Party to the other shall be paid within ten (10) Business Days after such agreement or determination and interest shall accrue on such amounts plus Value Added Tax (if any) from the date such amount was originally due until the date of payment in accordance with the Late Payments in Commercial Transactions Regulations 2002.

3 Monitoring and Metering

- 3.1 In order to comply with its obligations contained in the Grid Code the Company may use Metering Equipment to ensure that in respect of each CDGU, the Service Provider is complying with its obligations to provide the relevant ancillary services both in accordance with the Grid Code and in accordance with the terms of this Agreement.
- 3.2 The relationship between the Parties with respect to Metering Equipment shall be regulated in accordance with the Metering Code as referred to in the Trading and Settlement Code.
- 3.3 The Service Provider is obliged to inform the Company if the Service Provider is unavailable to provide any of the Ancillary Services described in this Agreement. The Company shall have the right to withhold payments in respect of these services until such time as the Service Provider satisfies the Company of its availability to provide said service(s).

Without purporting to exhaustively specify the circumstances in which no payments will be made under this Agreement, no payments will be made under this Agreement in respect of an Ancillary Service to be provided from a CDGU in relation to any period when the CDGU or the Service Provider's Installation at any Connection Site used by that CDGU, is prevented from providing that Ancillary Service by reason of a circumstance of a Force Majeure or, is De-energised, Decommissioned or Disconnected for any reason pursuant to the relevant Connection Agreement or Transmission Use of System Agreement or in accordance with the provisions set out in the Schedules.

- 3.4 Where the Service Provider serves notice to Decommission or Disconnect the Service Provider's Installation at a Connection Site under the Connection Agreement, the Parties shall discuss the possibility of terms being offered for the continued provision following the date when Decommissioning or Disconnection would otherwise have occurred of any Ancillary Service which was being provided by the Service Provider at that Connection Site immediately before service of the Notice to Decommission or Disconnect and for which the Company is unable to find a reasonable alternative.
- 3.5 The Service Provider will accept the data provided by the Company's monitoring system including meters and SCADA or State Estimators.

4 Assignment

- 4.1 The Service Provider shall not assign or transfer nor purport to assign or transfer the benefit or burden of this Agreement save in the following circumstances:-
- (a) the Service Provider may assign or charge its benefit under this Agreement in whole or in part by way of security;
 - (b) the Service Provider may transfer its rights and obligations under this Agreement, upon the disposal of the whole of the Service Provider's business or undertaking, to the purchaser thereof, provided that the Company has consented to the transfer of the Service Provider's rights and obligations under the Connection Agreement;
 - (c) upon disposal of part of the Service Provider's business or undertaking comprising Service Provider's Installation at one or more Connection Sites the Service Provider may transfer such of its rights and obligations under this Agreement as relate to the CDGU and Ancillary Services concerned to the purchaser thereof, provided that the Company has consented to the transfer of the Service Provider's rights and obligations under the Connection Agreement relevant to the part of the business or undertaking to be transferred.
- 4.2 The Company may at any time assign or transfer all of its rights and obligations under the Agreement to an Affiliate or to another person who by statute becomes legal successor to the Company.

5 Variations

- 5.1 Subject to Clause 5.3, no variation of this Agreement shall be effective unless made in writing and signed by both Parties.
- 5.2 Either Party may at any time give written notice to the other proposing that this Agreement be varied.
- 5.3 If, after execution of this Agreement, there shall be enacted and brought into force legislation and/or any Directive, rule, regulation, direction, statutory instrument or order of any Competent Authority arising there from, or change in the Grid Code, Metering Code or Trading and Settlement Code providing for:

5.3.1 the further reorganisation of all or part the electricity industry in the Republic of Ireland, or

5.3.2 the facilitation of the introduction of third party interests to the affairs of such electricity industry or any part of it, or

5.3.3 the amendment or variation of any policy of the Company or the manner in which the Transmission System and any agreements or codes related thereto are organised, or

5.3.4 the introduction of a levy under Section 39 and/or Section 40 of the Act;

which necessitates a variation to this Agreement, the Parties shall effect such changes to the Agreement as are reasonably necessary so as to ensure that the operations contemplated by this Agreement shall be conducted in a manner which is consistent with the effect of the new legislation, Directive, rule, regulation, direction, statutory instrument or order, or change in the Grid Code, Metering Code or Trading and Settlement Code and most closely reflect the intentions of the same with effect from the date thereof provided that any such amendment will be of no greater extent than is required by reason of the new legislation, Directive, rule, regulation, direction, statutory instrument or order, or change in the Grid Code, Metering Code or Trading and Settlement Code.

5.4 The Parties agree to effect any change to the Agreement required by any direction given by the Commission under Sections 34 or 35 of the Act relating to an Ancillary Services Agreement of this type.

5.5 If any variation proposed under Clauses 5.2, 5.3 or 5.4 has not been agreed by the Parties within one (1) month of its being proposed, then either Party may refer to the Commission for determination and the Parties agree to abide by and to effect the Commission's determination, if necessary by entering into an agreement supplemental to this Agreement.

6 Termination

6.1 The Company shall have the right to terminate this Agreement upon:

- (i) the Service Provider ceasing to be a signatory to the Trading and Settlement Code otherwise than due to the Trading and Settlement Code being terminated;

- (ii) termination of the Trading and Settlement Code save where the same is replaced with alternative electricity trading arrangements;
- (iii) termination of the Connection Agreement; or
- (iv) revocation or withdrawal of any licence granted to it by a Competent Authority.

6.2 In the event of, (in relation to the Service Provider):

- (a) a failure to comply with or a failure to operate in conformity with any provisions of the Agreement or a breach of the Grid Code where such failure or breach is a material breach of the Agreement or the Grid Code, as the case may be (being one which materially affects the Service Provider's ability to perform its obligations under the Agreement) and, if such failure or breach is capable of remedy but remains unremedied for a reasonable period provided for in the Agreement or, if none is provided for, then twenty (20) Business Days following the date on which the Service Provider is given notice of the default by the Company; or,
- (b)
 - (i) if an order of the High Court is made or an effective resolution passed for its insolvent winding up or dissolution; or
 - (ii) if a receiver (which expression shall include an examiner within the meaning of Section 1 of the Companies Amendment Act, 1990) of the whole or any material part of its assets or undertaking is appointed; or
 - (iii) if it enters into any scheme of arrangement (other than for the purpose of a solvent reconstruction or amalgamation upon terms and within such period as may previously have been approved in writing by the Company); or
 - (iv) if it is unable to pay its debts within the meaning of Section 214 of the Companies Act 1963 (and the Service Provider shall not be deemed to be unable to pay its debts if any demand for payment is being contested in good faith by the Service Provider with recourse to all appropriate measures and procedures) for the purpose of this Sub-Clause Section 214 of the Companies Act, 1963 shall have effect as if for "€1,000" there was substituted "€50,000" or such higher figure as the Company may determine by notice in writing to the Service Provider; or
 - (v) if it fails to pay (other than by inadvertent error in transfer of funds which is discovered by the Company, notified to the Service Provider and corrected within two (2) Business Days thereafter) any amount properly due or owing

from it pursuant to this Agreement according to its terms and such failure to pay continues unremedied (and not disputed in good faith and upon reasonable grounds) at the expiry of fifteen (15) Business Days following receipt of written notice from the Company of such failure; or

- (vi) if by a transfer or allotment of shares or amendment or articles of association or by some other act or deed the effective control of the Service Provider changes or passes to any person not having effective control as at the date of the Agreement (without the prior written consent of the Company such consent not to be unreasonably withheld),

and in any such case in 6.2(b) within twenty-eight (28) days of appointment of the liquidator, receiver, administrative receiver, administrator nominee or other similar officer, such person has not provided to the Company a guarantee of future performance by the Service Provider of the Agreement in such form and amount as the Company may reasonably require; or,

- (c) In the event that:

the Company shall fail to pay (other than by inadvertent error in funds transmission which is discovered by the Service Provider, notified to the Company and corrected within two (2) Business Days thereafter) any amount properly due or owing from it pursuant to this Agreement according to its terms and such failure to pay continues unremedied (and not disputed in good faith and upon reasonable grounds) at the expiry of seven (7) Business Days following receipt of written notice from the Service Provider of such failure,

then either Party, the Company or the Service Provider as the case may be, may declare by notice in writing to the other Party that such event has become an event of default.

6.3 Once the Company or the Service Provider, as the case may be, has given notice of an event of default, this Agreement either in its entirety or, solely in relation to the Ancillary Service or Ancillary Services to which the notice of the event of default relates, shall at either Party's sole discretion decide whether or not to terminate this Agreement.

6.4 Termination of this Agreement as a whole or in relation to any CDGU and/or any Ancillary Service under Sub-Clauses 6.1 to 6.4 or any of them shall not affect any rights or obligations of the Parties which have accrued at the time of such termination or, where applicable the continuing obligations of the Parties under this Agreement.

7 Effect of Termination

7.1 The relevant provisions of the Agreement shall survive expiry or termination of the Agreement to the extent necessary to provide for final billings, adjustments and payments of any Charges or other monies due and owing pursuant to the Agreement.

8 Limitation of Liability

8.1 Neither Party shall be liable for any breach of the Agreement directly or indirectly caused by Force Majeure.

8.2 Neither Party nor any of its officers, employees or agents shall be liable to the other Party for any losses, damages, claims, liabilities, costs or expenses arising from any breach of the Agreement other than for losses, damages, claims, liabilities, costs or expenses directly resulting from a breach which at the date thereof was reasonably foreseeable as likely to occur in the ordinary course of events in respect of:

- (a) physical damage being occasioned to the property of the other Party, its officers, employees or agents; or
- (b) the liability of the other Party to any other person for loss in respect of physical damage caused directly to the property of such other person as a result of such breach (a claim by a third party in respect of that liability hereafter in Clause 8.6 being referred to as a "legal claim");

provided that the liability of either Party in respect of all such losses, damages, claims, liabilities, costs or expenses shall not exceed €130,000 per occurrence and an overall annual cap of €1.3m in any year of this Agreement.

8.3 Subject to Clause 8.4 and any provision of this Agreement which provides for payment obligations or an indemnity, neither Party nor any of its officers, directors, employees or agents shall in any circumstances whatsoever be liable to the other Party for:

- (a) loss of profit, loss of revenue, loss of use, loss of contract (other than this Agreement) or loss of goodwill; or
- (b) indirect or consequential loss, incidental or special damages (including punitive damages); or

- (c) loss resulting from the liability of the other Party to any other person howsoever and whensoever arising save as provided in Clauses 8.2 and 8.4.
- 8.4 Nothing in the Agreement shall exclude or limit the liability of one Party “the Party Liable” for death or personal injury to an officer, employee or agent of the other Party, “the Party Not Liable”, resulting directly from the negligence of the Party Liable or any of its officers, employees and agents and, the Party Liable shall indemnify and keep indemnified the Party Not Liable, its officers, employees and agents from and against any losses, damages, claims, liabilities, costs or expenses which the Party Not Liable 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 the negligence of any of its officers, employees or agents (such claim hereafter in Clause 8.7 being referred to as an “injury claim”).
- 8.5 The rights and remedies provided by the Agreement to the Parties are exclusive and not cumulative and exclude and are in place of all substantive (but not procedural) rights or remedies expressed or implied and provided by common law or statute in respect of the subject matter of the 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 other Party, 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 Agreement and undertakes not to enforce any of the same except as expressly provided herein.
- 8.6 In the event of any legal claim being made against the Party Not Liable, the Party Liable shall be promptly notified by the Party Not Liable of the legal claim and, the Party Liable may, at its own expense, conduct all negotiations for the settlement of the claim and any litigation that may arise from the claim. The Party Not Liable shall not, unless and until the Party Liable has failed to unconditionally agree in writing to take over the conduct of the negotiations or litigation in respect of the legal claim within ten (10) Business Days of receiving notice from the Party Not Liable requesting it to do so, make any admission which might be prejudicial to the claim. The conduct by the Party Liable of such negotiations or litigation shall be conditional upon the Party Liable having first given to the Party Not Liable such reasonable security as the Party Not Liable shall from time to time notify the Party Liable that it requires to cover the amount ascertained or agreed or estimated, as the case may be, of any losses, damages, claims, liabilities, costs or for which the Party Not Liable may become liable in respect of the legal claim. The Party Not Liable shall, at the request of the Party Liable, afford all available assistance for the purpose of contesting the legal claim and shall be paid by the Party Liable (within 10

Business Days of the date of its invoice therefor) all reasonable expenses incurred in so doing.

8.7 In the event of any injury claim being made against the Party Not Liable, the Party Liable shall be promptly notified by the Party Not Liable of the injury claim and, the Party Liable may at its own expense, conduct all negotiations for the settlement of the claim and any litigation that may arise from the claim. The Party Not Liable shall not, unless and until the Party Liable has failed to unconditionally agree in writing to take over the conduct of the negotiations or litigation in respect of the injury claim within ten (10) Business Days of receiving notice from the Party Not Liable requesting it to do so, make any admission which might be prejudicial to the claim. The conduct by the Party Liable of such negotiations or litigation shall be conditional upon the Party Liable having first given to the Party Not Liable such reasonable security as the Party Not Liable shall from time to time notify the Party Liable that it requires to cover the amount ascertained or agreed or estimated, as the case may be of any losses, damages, claims, liabilities, costs or expenses for which the Party Not Liable may become liable in respect of the injury claim. The Party Not Liable shall, at the request of the Party Liable, afford all available assistance for the purpose of contesting the injury claim and shall be paid by the Party Liable (within 10 Business Days of the date of its invoice therefor) all reasonable expenses incurred in so doing.

8.8 Each of the provisions of this Clause 8 shall:

8.8.1 be construed as a separate and severable contract term, and if one or more of such provisions is held to be invalid, unlawful or otherwise unenforceable the other or others of such provisions shall remain in full force and effect and shall continue to bind the Parties; and

8.8.2 survive termination of the Agreement.

8.9 Each of the Parties agrees that the other Party holds the benefit of Clauses 8.2, 8.3 and 8.4 for itself and as trustee and agent for its officers, directors, employees and agents.

8.10 For the avoidance of doubt:

8.10.1 nothing in this Clause 8 shall prevent or restrict either Party enforcing any obligation (including suing for a debt) owed to it under or pursuant to the Agreement.

9 Confidentiality

- 9.1 Each Party shall treat any and all information and data disclosed to it by the other Party in connection with the Agreement in any form whatsoever, and the Agreement itself, (the “Confidential Information”) as confidential and proprietary, shall preserve the secrecy of the Confidential Information and shall not use the Confidential Information for any purpose other than solely in connection with the Agreement.
- 9.2 For the purposes of this Clause 9, the term Confidential Information shall not include information which:
- 9.2.1 at the time of disclosure or at any time thereafter is in, or becomes part of, the public domain other than through a breach of the provisions of this Clause 9;
 - 9.2.2 the Party receiving the information can prove that the information was already known to it or was independently acquired or developed by it without being in breach of its obligations under this Clause 9;
 - 9.2.3 became available to the Party receiving the information from another source in a non-confidential manner otherwise than in breach of an obligation of confidentiality; or
 - 9.2.4 is published by or the publication of which is required by a Competent Authority.
- 9.3 Notwithstanding the provisions of Clause 9.1, Confidential Information may be disclosed by a Party:
- 9.3.1 to those of the shareholders, owners, directors, officers, employees, agents, consultants, contractors, advisers, investors, insurers or lenders of such Party or its Affiliates who need to know the Confidential Information for the Agreement for the purpose of carrying out the Agreement (and for no other purpose) provided that:
 - (a) the recipient agrees to keep the Confidential Information confidential on terms no less onerous than contained in this Clause 9; and
 - (b) the disclosing Party shall be responsible for ensuring that the recipient observes and complies with such obligation to keep the Confidential Information confidential and shall accordingly be responsible for any failure of the recipient to do so;

- 9.3.2 as may be ordered or required by any applicable law or a Competent Authority;
- 9.3.3 as may be required by the regulations of any recognised stock exchange upon which the share capital of the Party (or any parent undertaking of the Party) is or is proposed to be from time to time listed or dealt in, and the Party making the disclosure shall, if reasonably practicable prior to making the disclosure, and in any event as soon as reasonably practicable thereafter, supply the other Party with a copy of such disclosure or statement and details of the persons to whom the Confidential Information is to be, or has been, disclosed. Where a copy of such disclosure or statement has been supplied prior to making the disclosure, the other Party may give comments on that disclosure or statement to the Party proposing to make it. The Party proposing to make the disclosure shall, if reasonably practicable in the time available, consult with the other Party as to any such comments and consider whether the disclosure is to be amended to take into account the comments;
- 9.3.4 as may be required to comply with the requirements of the Grid Code, Metering Code or Trading and Settlement Code or the Agreement;
- 9.3.5 by either Party as may be necessary to comply with any obligation under any licence granted to it under the Act;
- 9.3.6 (by the Company) as may be necessary to enable the Company to operate the Transmission System and carry out its obligations in relation thereto in accordance with Good Industry Practice (including in relation to the application by any person for connection to the Transmission System), provided that:
- (a) only Confidential Information which is necessary for such purpose is disclosed by the Company; and
 - (b) the Company notifies the recipient in advance of such disclosure that the information is confidential and should not be disclosed by the recipient to third parties;
- 9.3.7 as may be required by a Court, arbitrator or administrative tribunal or an expert in the course of proceedings before it to which the disclosing Party is a party; or
- 9.3.8 as may be agreed in writing by the Parties prior to disclosure by the Party disclosing such Confidential Information.

- 9.4 All information supplied by or on behalf of a Party shall remain the sole and exclusive property of such Party and the Agreement shall not operate to transfer ownership or any interest whatsoever therein, and the other Party shall, if requested by the Party disclosing the information following termination of the Agreement, promptly return to such Party all documents and any copies, extracts, notes or similar materials containing or based in whole on such information.
- 9.5 The provisions of this Clause 9 shall continue to bind a Party after termination of the Agreement, in whole or in part, for five (5) years.
- 9.6 The Service Provider and the Company shall, insofar as is reasonably practicable, ensure that any copies of the Confidential Information, whether in hard copy or computerised form, will clearly identify the Confidential Information as confidential.
- 9.7 Subject to Clause 9.3, no public announcement or statement regarding the signature, performance or termination of, or otherwise in relation to, the Agreement shall be issued or made by a Party unless the other Party shall have first been furnished with a written copy of the proposed announcement or statement and shall have approved it (such approval not to be unreasonably withheld or delayed).

10 Additional Costs

Save where expressly provided for otherwise in this Agreement, if:-

- (a) the Service Provider is of the opinion that in order to comply with any change in or amendment to the Grid Code (for the avoidance of doubt excluding the withdrawal of or reduction in the scope of a Derogation) or any statutory or regulatory obligation coming into force after the date hereof the Service Provider is obliged to incur costs and expenses for the purpose of carrying out modifications to any CDGU or otherwise for the purposes of changing the manner of operation of a CDGU in relation to the provision of any Ancillary Service; or
- (b) the Company is of the opinion that by reason of any change in or amendment to the Grid Code or any statutory or regulatory obligation coming into force after the date hereof the Service Provider is able to make savings in the cost and expense of providing any Ancillary Service from any CDGU;

then either the Service Provider or the Company as the case may be, may, by notice in writing require that the Parties shall endeavour to agree any adjustment in the rates,

prices and indexation formulae (if applicable) for the Ancillary Service and the CDGU concerned having regard to the relevant Payment Schedule in EirGrid's Statement of Charges and Payments. If the Parties cannot agree to an adjustment in the rates, prices and indexation formulae for the Ancillary Service within a month of receipt by either Party of the other Party's written notice, either Party may refer the matter to dispute resolution for determination pursuant to Clause 11.

11 Dispute resolution

- 11.1 If any dispute or difference arises between the parties in connection with the Agreement, it shall be resolved in accordance with the provisions set out in this Clause, subject in so far as it relates to a billing and payment dispute in which case the relevant provisions of Clause 2 apply and subject where anything to the contrary applies under Clause 5.
- 11.2 Either Party may notify the other Party following the occurrence or discovery of any item or event which the notifying Party acting in good faith considers to be a dispute under the Agreement.
- 11.3 Within fifteen (15) business days of the notice in Clause 11.2, the notifying Party may, if considered appropriate and by further notice to the other Party, appoint a senior company official with expertise in the area of dispute to represent it and within fifteen (15) business days of appointment, to meet the other Party's representative to attempt in good faith to satisfactorily resolve the dispute.
- 11.4 If the dispute shall fail to be resolved pursuant to Clause 11.3 within thirty (30) Business Days of the meeting referred to, then either Party may refer the matter to the Commission for resolution.

12 Miscellaneous

12.1 Counterparts

This Agreement may be executed in any number of counterparts and by each Party on a separate counterpart, each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same document.

12.2 Entire Agreement

The Agreement contains and expressly refers to 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 agreements

and understandings between the Parties (other than as provided for in the Agreement) with respect to its subject matter and each of the Parties acknowledges and confirms that it does not enter into the Agreement in reliance on any representation, warranty or other undertaking by the other Party not fully reflected in the Agreement

12.3 Severability

If any provision of this Agreement is or becomes invalid, unenforceable or illegal by a judgement or decision of any court of competent jurisdiction or any Competent Authority to which it is subject or by order of the relevant body of the European Union, the same shall be deemed severable and the remainder of this Agreement shall remain in full force and effect. In any such case, the parties will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid or unenforceable provision in order to give effect, so far as practicable, to the spirit of this Agreement.

12.4 Waivers

No delay, omission or forbearance by either Party in exercising any right, power, privilege or remedy under the Agreement or the Grid Code shall operate to impair or be construed as a waiver of such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any further exercise thereof or other right, power, privilege or remedy.

12.5 Notices

Except for notices to be given pursuant to the Grid Code (as to which, for the avoidance of doubt, the provisions of the Grid Code shall apply) any notice given by one Party to the other under the Agreement shall be in writing unless emergency conditions exist reasonably preventing such notice from being given.

All such written notices shall either be personally delivered or be sent by pre-paid registered post (airmail if overseas) or facsimile transfer or electronic mail transfer. Communication by facsimile or electronic mail transfer shall be confirmed by forwarding a copy of same by pre-paid registered post.

Any notice so delivered, posted or transferred shall be deemed to have been given:

- (a) in the case of personal delivery, when delivered;

- (b) in the case of pre-paid registered post, on the second day following the date of posting (or, if airmailed to or from overseas, on the fifth day following the date of posting); and
- (c) in the case of facsimile transfer or electronic transfer on the date of dispatch provided:
 - (i) such date is a Business Day; and
 - (ii) time of dispatch is within the hours of 0900 hours and 1730 at the place of receipt;

otherwise on the next following Business Day.

Except for notices to be given pursuant to the Distribution Code (as to which, for the avoidance of doubt, the procedures provided for in the Distribution Code shall apply), any such notice given by one Party to the other under the Agreement shall be sent or delivered to the address, and marked for the attention of the person specified in Schedule 4.

Either Party may, by notice to the other, given in compliance with this Clause 12.5, change the address or the person to which such notices are to be sent or delivered.

12.6 Compliance with the Law

The parties agree that, in performing its obligations pursuant to this Agreement, the Company and the Service Provider shall be required to comply with relevant statutes, statutory instruments and the general law and shall not be liable for any failure to perform its obligations in accordance with this Agreement where to do so would put it in breach of any such statute, statutory instrument or general provision of law.

12.7 Survival

The cancellation, expiry or termination of the Agreement shall not affect any right or obligations which may have accrued prior to such expiry or termination and shall not affect any continuing obligations of either of the Parties under the Agreement including obligations that, by their nature should survive such termination, cancellation or expiry or any other terms of the Agreement by which rights or obligations are expressed to continue after expiry or termination of the Agreement.

12.8 Independent Contractors

The relationship between the Company and the Service Provider shall be that of two independent contracting parties. Each Party shall be solely liable for the payment of all wages, taxes and other costs related to the employment by that Party of persons to meet its obligations under the Agreement.

12.9 No Partnership

The Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Service Provider and the Company. Neither the Service Provider nor the Company shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or to be an agent or representative of, or to otherwise bind, the other Party.

12.10 No Third Party Beneficiaries

The Agreement is intended solely for the benefit of the Parties to it. Other than as specifically provided in the Agreement, nothing in the Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person or entity not a party to the Agreement.

12.11 Language

Each notification, notice, submission, demand, consent, request or other communication given by one Party to the other under this Agreement shall be in the English language.

13 Governing Law and Jurisdictions

13.1 This Agreement shall be interpreted, construed and governed by the laws of the Republic of Ireland.

13.2.1 Subject to the terms of Clause 11, dispute resolution any dispute shall unless the parties otherwise agree be subject to the non-exclusive jurisdiction of the Courts of the Republic of Ireland.

13.2.2 Each Party further agrees that a finding or conclusion of the Commission under or pertaining to this Agreement shall be conclusive and binding upon such Party and may be enforced in the Courts of any other jurisdiction.

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

Signed for and on behalf of:-

EirGrid

Signed for and on behalf of:-

[Service Provider]

Schedules Introduction

The following Schedules cover, amongst other things, a description of each of the Ancillary Services that will be provided. Each of these Schedules contain information on the calculation of any payments from EirGrid to the Service Provider and rebates from the Service Provider to EirGrid. These Schedules have been produced to describe these calculations. These descriptions deal only with Ancillary Services to be provided in a standard way from Centrally Dispatched Generation Units (CDGUs). It excludes special rules that may apply for certain CDGUs and the provision of Ancillary Services from sources other than CDGUs.

For convenience a number of definitions (including a definition of each Ancillary Service) which are based upon the definitions given in the Grid Code have been included in the description of each schedule.

Schedule 1 Operating Reserve

Definition of Service

The Service Provider agrees to provide Operating Reserve, in accordance with the meanings ascribed to that term in the Grid Code, and according to the Contracted Characteristics set out in the appendix.

Minimum Technical Requirements

The Service Provider must comply with the Grid Code regarding the provision of Operating Reserve. The Appendix includes a list giving the specific Contracted Characteristics of the plant covered by the Agreement. Unless stated otherwise, all quantities used in Operating Reserve calculations are generated values.

Operating Reserve Availability

[Note: The availability rules below are described for **Secondary Operating Reserve (SOR)**. Directly equivalent rules apply for **Primary Operating Reserve (POR)**, **Tertiary Operating Reserve 1 (TOR1)**, **Tertiary Operating Reserve 2 (TOR2)** and **Replacement Reserve (RR)**]

The quantity of **Secondary Operating Reserve (SOR)** provided by the CDGU in a **Trading Period** (the "**Available SOR**") will be determined from:

- a) The average generated output of the CDGU (in MWs) over the **Trading Period**, (the "**Average MW in Trading Period**") as derived from the average metered output of the CDGU (in MWs) over the **Trading Period**
- b) The Declared Availability of the CDGU for SOR (the "**Declared SOR**")
- c) The Average Availability of the CDGU (in MWs) over the **Trading Period** ("**Average Availability in Trading Period**")

The **Available SOR** is determined in accordance with the following rules:

- 1) If the **Average MW in Trading Period** is less than the Minimum load at which SOR is provided, ("**Minimum MW for SOR**"), then the **Available SOR** is zero
- 2) The maximum load at which maximum quantity of SOR is provided, ("**Maximum MW for SOR**"), can change according to the CDGU's availability and can be determined as **Average MW in Trading Period** and the **Declared SOR** divided by a constant rate, ("**SOR Decrement Rate**¹").

$$\text{Maximum MW for SOR} = \text{Average Availability in Trading Period} + [\text{Declared SOR} / \text{SOR Decrement Rate}]$$

¹ SOR Decrement Rate is the rate at which the capability of unit to provide operating reserve falls as the unit tends towards registered capacity. For a typical thermal unit, the SOR Decrement Rate would be equal to -1. Service Providers will provide equivalent POR, TOR1, TOR2 and RR Decrement Rates.

- 3) If the **Average MW in Trading Period** is equal to or greater than the **Minimum MW for SOR** and equal to or less than the **Maximum MW for SOR**, then the **Available SOR** is equal to the **Declared SOR**
- 4) If the **Average MW in Trading Period** is between the **Maximum MW for SOR** and the **Average Availability in Trading Period**, the **Available SOR** is taken to decrease at the **SOR Decrement Rate**, from **Maximum MW for SOR** to zero at **Average Availability in Trading Period**.

$$\text{Available SOR} = \text{Declared SOR} + \text{SOR Decrement Rate} \times [\text{Average MW in Trading Period} - \text{Maximum MW for SOR}]$$

Operating Reserve Payments

[Note: The payment rules below are described for **Secondary Operating Reserve (SOR)**. Directly equivalent rules will apply for **Primary Operating Reserve (POR)**, **Tertiary Operating Reserve 1 (TOR1)**, **Tertiary Operating Reserve 2 (TOR2)** and **Replacement Reserve (RR)**]

Subject to the terms of this Agreement payments will be made to the Service Provider by EirGrid as per EirGrid's Statement of Charges & Payments. The Service Provider will receive a payment for each **Trading Period** which shall be determined as follows.

The actual rate that shall be paid for each MWh of SOR provided in each **Trading Period** (the "**Actual SOR Rate**") shall be determined as follows:

- 1)
 - a) the **SOR Rate** defined in the Agreement (or the EirGrid Statement of Charges) be the "**Defined SOR Rate**"; and
 - b) the amount of SOR that EirGrid has determined is required in respect of this **Trading Period** be the "**System Required SOR**"; and
 - c) the sum of all of the values of **Available SOR** for this **Trading Period** determined for all Service Providers be the **Total Available SOR**;
- 2) the **Actual SOR Rate** is calculated as:

$$\text{Actual SOR Rate} = \text{Defined SOR Rate} \times [\text{System Required SOR} / \text{Total Available SOR}]$$

save that the **Actual SOR Rate** cannot be greater than the **Defined SOR Rate**.

The payment to the Service Provider for its provision of SOR in any **Trading Period** (the "**Trading Period SOR Payment**") is determined as:

$$\text{Trading Period SOR Payment} = \text{Available SOR} \times \text{Actual SOR Rate} \times \text{Trading Period Duration}$$

(where **Trading Period Duration** is in hours).

Calculation of Expected and Achieved OR

Under the Grid Code, if the system frequency falls below a specified threshold, an Incident has occurred. It is necessary to check that each service provider responded according to their declared capabilities. Failure to do so results in a rebate which is linked to the extent of the difference between the Expected OR and Achieved OR of each CDGU providing the service.

Calculation of Expected Provision of Operating Reserve - POR

[Note: The rules below will apply for **Primary Operating Reserve (POR)** only]

The level of POR that a CDGU is expected to deliver at the frequency nadir following an **Incident** (the "**Expected POR**") will be determined as follows:

- 1) A value of the POR theoretically available for the time of the frequency nadir (the "**Spot Available POR**") shall be determined in the same way as the **Available POR** is determined for each **Trading Period**, *save that*:
 - a) The output of the CDGU (in MWs) shall be the output of the CDGU (in MWs) at the start of the **Incident** ("**Pre-Incident Output**²")
 - b) The **Declared POR** value shall be the value at the **Time of Incident**; ("**Spot Declared POR**")
 - c) The **Average Availability of the Unit** shall be the Spot CDGU Availability at the **Time of Incident** ("**Spot Average Availability of the Unit**")

If the **Pre-Incident Output** is less than the Minimum load at which POR is provided, ("**Minimum MW for POR**"), then the **Spot Available POR** is zero.

The maximum load at which maximum POR is available, ("**Maximum MW for POR**"), can be calculated as the **Spot Average Availability of the Unit** and the **Spot Declared POR** divided by a constant rate, ("**POR Decrement Rate**").

$$\text{Maximum MW for POR} = \text{Spot Average Availability of the Unit} + [\text{Spot Declared POR} / \text{POR Decrement Rate}]$$

If the **Pre-Incident Output** is equal to or greater than **Minimum MW for POR** and equal to or less than **Maximum MW for POR**, then the **Spot Available POR** is equal to the **Spot Declared POR**.

If the **Pre-Incident Output**, is between **Maximum MW for POR** and the Availability at the Time of Incident, **Spot Average Availability of the Unit**, then the **Spot Declared POR** is taken to decrease at the **POR Decrement Rate** from **Maximum MW** to zero at **Spot Average Availability of the Unit**.

$$\text{Spot Available POR} = \text{Spot Declared POR} + \text{POR Decrement Rate} \times [\text{Spot Average Availability for the Unit} - \text{Maximum MW for POR}]$$

² The **Pre-Incident Output** of the unit is the output of the unit in the interval 60 to 30 seconds before the **Time of Incident**

The level of POR that should be delivered under the automatic action of the Governor (the “**Governor Demanded POR**”) shall be determined as follows:

The “**Frequency Change Factor**” shall be calculated as the difference between the **Pre-Incident Frequency**, and the measured frequency at the frequency nadir, **POR Frequency** for which the **Governor Demanded POR** is to be determined, divided by 50Hz;

$$\text{Frequency Change Factor} = (\text{Pre-Incident Frequency} - \text{POR Frequency})/50$$

The **Governor Demanded POR** is calculated as the product of the **Registered Capacity**, and the **Frequency Change Factor** divided by the **Governor Droop**³;

$$\text{Governor Demanded POR} = (\text{Registered Capacity} \times \text{Frequency Change Factor}) / \text{Governor Droop}$$

- 3) The Expected POR is determined as the lower of the Spot Available POR and the Governor Demanded POR
Expected POR = min(Spot Available POR, Governor Demanded POR)

Calculation of Expected Provision of Operating Reserve – SOR

[Note: The rules below are described for **Secondary Operating Reserve (SOR)** only]

The level of SOR that a CDGU is expected to deliver during each second from 15 seconds following the **Time of Incident** to 90 seconds following the **Time of Incident** (the “**Expected SOR**”) will be determined as follows:

- a) A value of the SOR theoretically available for each second (the “**Spot Available SOR**”) shall be determined in the same way as the **Available SOR** is determined for each **Trading Period**, save that:
- a) The output of the CDGU (in MWs) shall be the output of the CDGU (in MWs) at the start of the **Incident** (“**Pre-Incident Output**”)
 - b) The **Declared SOR** value shall be the value at the **Time of Incident**; (“**Spot Declared SOR**”)
 - c) The **Average Availability of the Unit** shall be the Spot CDGU Availability at the **Time of Incident** (“**Spot Average Availability of the Unit**”)

If the **Pre-Incident Output** is less than the Minimum load at which SOR is provided, (“**Minimum MW for SOR**”), then the **Spot Available SOR** is zero.

The maximum load at which maximum SOR is available, (“**Maximum MW for SOR**”), can be calculated as the **Spot Average Availability of the Unit** and the **Spot Declared SOR** divided by a constant rate, (“**SOR Decrement Rate**”).

$$\text{Maximum MW for SOR} = \text{Spot Average Availability of the Unit} + [\text{Spot Declared SOR} / \text{SOR Decrement Rate}]$$

³ Governor Droop is defined to be the percentage drop in the Frequency that would cause the Generation Unit under free governor action to change its output from zero to its full Capacity

If the **Pre-Incident Output** is equal to or greater than **Minimum MW for SOR** and equal to or less than **Maximum MW for SOR** then the **Spot Available SOR** is equal to the **Spot Declared SOR**.

If the **Pre-Incident Output** is between **Maximum MW for SOR**, and the Availability at the Time of Incident, **Spot Average Availability of the Unit**, then the **Spot Declared SOR** is taken to decrease at the **SOR Decrement Rate** from **Maximum MW** to zero at **Spot Average Availability of the Unit**.

Spot Available SOR = Spot Declared SOR + SOR Decrement Rate × [Spot Average Availability of the Unit - Maximum MW for SOR].

- 2) The level of SOR that should be delivered under the automatic action of the Governor (the "**Governor Demanded SOR**") for each second in the 15 to 90 second period, shall be determined as follows:

The "**Frequency Change Factor**" shall be calculated as the difference between the **Pre-Incident Frequency** and the frequency in the 15 to 90 second period, **SOR Frequency at the second** for which the **Governor Demanded SOR** is to be determined, divided by 50Hz;

The **Governor Demanded SOR** for each second in the 15 to 90 second period, is calculated as the product of the **Registered Capacity** and the **Frequency Change Factor**, divided by the Governor Droop;

- 3) The **Expected SOR** is determined as the lower of the **Spot Available SOR** and the **Governor Demanded SOR** for each second in the 15 to 90 second period.

Calculation of Expected Provision of Operating Reserve – TOR1, TOR2 and RR

[Note: The rules below are described for **Tertiary Operating Reserve 1 (TOR1)**. Directly equivalent rules will apply for **Tertiary Operating Reserve 2 (TOR2)** and **Replacement Reserve (RR)**]

The level of TOR1 that a CDGU is expected to deliver during each second from 90 seconds following the **Time of Incident** to 300 seconds following the **Time of Incident** (the "**Expected TOR1**") will be determined as follows:

Expected TOR1 shall be determined in the same way as the **Available TOR1** is determined for each **Trading Period**, *save that*:

- a) The output of the CDGU (in MWs) shall be the output of the CDGU (in MWs) at the start of the **Incident** ("**Pre-Incident Output**")
- b) The Declared TOR1 value shall be the value at the Time of Incident; ("**Spot Declared TOR1**")
- c) The Average Availability of the Unit shall be the Spot CDGU Availability at the Time of Incident ("**Spot Average Availability of the Unit**")

If the **Pre-Incident Output** is less than the Minimum load at which TOR1 is provided, ("**Minimum MW for TOR1**"), then the **Expected TOR1**, is zero.

The maximum load at which maximum TOR1 is available, ("**Maximum MW for TOR1**"), can be calculated as the **Spot Average Availability of the Unit** and the **Spot Declared TOR1** divided by a constant rate, ("**TOR1 Decrement Rate**").

$$\text{Maximum MW for TOR1} = \text{Spot Average Availability of the Unit} + [\text{Spot Declared TOR1} / \text{TOR1 Decrement Rate}]$$

If the **Pre-Incident Output** is equal to or greater than **Minimum MW for TOR1** and equal to or less than **Maximum MW for TOR1**, then the **Expected TOR1** is equal to the **Spot Declared TOR1**.

If the **Pre-Incident Output** is between **Maximum MW for TOR1** and the **Spot Average Availability of the Unit**, then the **Spot Declared TOR1**, is taken to decrease at the **TOR1 Decrement Rate** from **Maximum MW** to zero at **Spot Average Availability of the Unit**.

$$\text{Expected TOR1} = \text{Spot Declared TOR1} + \text{TOR1 Decrement Rate} \times [\text{Pre-Incident Output} - \text{Maximum MW for TOR1}]$$

Expected TOR1 will not exceed the level to which the unit was dispatched in the interval from 90 to 300 seconds after the **Time of Incident**.

Calculation of Achieved POR

For each unit, determine the output of the unit at the Frequency Nadir, ("**POR Output**") and the pre-incident output of the unit, ("**Pre-Incident Output**⁴")

The quantity of **Achieved POR** will be the difference between the **POR Output** and the **Pre-Incident Output**.

If the frequency nadir occurs outside the 5 to 15 seconds interval after the **Time of Incident**, then the nadir is taken to be the lowest frequency in the interval.

Calculation of Achieved SOR

For each unit, determine the output of the unit for each second in the 15 to 90 second interval after the **Time of Incident**, ("**SOR Output**") and the pre-incident output of the unit, **Pre-Incident Output**.

The **Achieved SOR** for each second is the minimum of the **Expected SOR** and the difference between the **SOR Output** and the **Pre-Incident Output**. The minimum value of **Achieved SOR** is capped at zero.

$$\text{Achieved SOR} = \text{Max}[0, \text{Min}[(\text{SOR Output} - \text{Pre-Incident Output}), \text{Expected SOR}]]$$

Calculation of Achieved TOR1

For each unit, determine the minimum output of the unit in the 90 to 300 second interval after **Time of Incident**, ("**TOR1 Output**") and the pre-incident output of the unit, **Pre-Incident Output**.

The **Achieved TOR1** will be the difference between the **TOR1 Output** and the **Pre-Incident Output** of the unit.

Calculation of Achieved TOR2

For each unit, determine the minimum output of the unit in the 5 minute to 20 minute interval after the **Time of Incident**, **TOR2 Output** and the pre-incident output of the unit, **Pre-Incident Output**.

The **Achieved TOR2** will be the difference between the **TOR2 Output** and the **Pre-Incident Output** of the unit.

Calculation of Achieved RR

For each unit, determine the minimum output of the unit in the 20 minute to 4 hour interval after the **Time of Incident**, (“**RR Output**”) and the pre-incident output of the unit, **Pre-Incident Output**.

The **Achieved RR** will be the difference between the **RR Output** and the **Pre-Incident Output** of the unit.

Calculation of Rebates

Calculation of Rebates – POR, TOR1, TOR2 and RR

[Note: The rebate rules below will apply to **Primary Operating Reserve (POR)**. Directly equivalent rules will apply for **Tertiary Operating Reserve 1 (TOR1)**, **Tertiary Operating Reserve 2 (TOR2)** and **Replacement Reserve (RR)**.]

A failure to provide the service to the level expected will require a rebate of payments by the Service Provider to EirGrid. The rebate will be linked to the extent of the difference between **Expected POR** (as determined above) and the **Achieved POR** for the CDGU providing the service.

The “**POR Shortfall**” is the **Expected POR** less the **Achieved POR**. The values of **Expected POR**, **Achieved POR** and **POR Shortfall** shall be ascribed to the **Trading Period** in which the **Incident** started. In the event of there being more than one **Incident** starting within a **Trading Period**, the values associated with the first such **Incident** shall be taken.

The Service Provider will be required to pay to EirGrid a **POR Rebate** amount (determined as described below) in respect of any **Incident** where the **POR Shortfall** is more than 10% of the **Expected POR**. If the **POR Shortfall** is not more than 10% of the **Expected POR**, then the CDGU will be considered to have delivered the required POR and no **POR Rebate** will be due in respect of this unit for this **Incident** and the **POR Shortfall** shall be reset to zero.

The **POR Rebate** is the **POR Shortfall** divided by half the sum of the **Contracted POR** and the **Expected POR** multiplied by the **Maximum POR Rebate**.

⁴ The **Pre-Incident Output** of the unit is the output of the unit in the interval 60 to 30 seconds before the **Time of Incident**

$$\text{POR Rebate} = \text{Maximum POR Rebate} \times \text{POR Shortfall} / [0.5 \times (\text{Contracted POR} + \text{Expected POR})]$$

The **Maximum POR Rebate** in relation to a unit in a **Trading Period** can be determined according to the following rules:

- 1) If the unit satisfactorily provided the service for the adjacent previous **Incident**, the **Maximum OR Rebate** shall be all payments for that category of reserve, made in respect of that Service Provider between that **Trading Period** which is half way between the **Trading Period** in which this **Incident** occurred and the **Trading Period** in which the last **Incident** occurred, but shall not exceed 30 days payments.
- 2) If the unit failed to provide the service for the adjacent previous **Incident**, the **Maximum OR Rebate** shall be all the payments for that category of reserve, made in respect of that Service Provider between the **Trading Period** in which this **Incident** occurred and the **Trading Period** in which the last **Incident** occurred, but shall not exceed 30 days payment.

Calculation of Rebates – SOR

[Note: The rebate rules below will apply to **Secondary Operating Reserve (SOR)** only.]

A failure to provide the service to the level expected will require a rebate of payments by the Service Provider to EirGrid. The rebate will be linked to the extent of the difference between **Expected SOR** (as determined above) and the **Achieved SOR** for the CDGU providing the service.

The “**SOR Deficit**” for each second is the **Expected SOR** less the **Achieved SOR**. The “**SOR Shortfall**” is the average of the “**SOR Deficits**” calculated for each second in the 15 to 90 second period.

The values of **Expected SOR**, **Achieved SOR** and **SOR Shortfall** shall be ascribed to the **Trading Period** in which the **Incident** started. In the event of there being more than one **Incident** starting within a **Trading Period**, the values associated with the first such **Incident** shall be taken.

The Service Provider will be required to pay to EirGrid a **SOR Rebate** amount (determined as described below) in respect of any **Incident** where the **SOR Shortfall** is more than 10% of the **Expected SOR**. If the **SOR Shortfall** is not more than 10% of the **Expected SOR**, then the CDGU will be considered to have delivered the required SOR and no **SOR Rebate** will be due in respect of this unit for this **Incident** and the **SOR Shortfall** shall be reset to zero.

The **SOR Rebate** is the **SOR Shortfall** divided by half the sum of the **Contracted SOR** and the **Expected SOR** multiplied by the **Maximum SOR Rebate**.

$$\text{SOR Rebate} = \text{Maximum SOR Rebate} \times \text{SOR Shortfall} / [0.5 \times (\text{Contracted SOR} + \text{Expected SOR})]$$

The **Maximum SOR Rebate** in relation to a unit in a **Trading Period** can be determined according to the following rules:

- 1) If the unit satisfactorily provided the service for the adjacent previous **Incident**, the **Maximum OR Rebate** shall be all payments for that category of reserve, made in respect of that Service Provider between that **Trading Period** which is half way between the **Trading Period** in which this **Incident** occurred and the **Trading Period** in which the last **Incident** occurred, but shall not exceed 30 days payments.
- 2) If the unit failed to provide the service for the adjacent previous **Incident**, the **Maximum OR Rebate** shall be all the payments for that category of reserve, made in respect of that Service Provider between the **Trading Period** in which this **Incident** occurred and the **Trading Period** in which the last **Incident** occurred, but shall not exceed 30 days payment.

EirGrid may at its sole discretion elect to pay the Service Provider an additional payment if the **Achieved OR** is greater than the **Expected OR** in any **Incident**. Payment in respect of any **Incident** in no way implies an obligation on EirGrid to make a payment for any subsequent **Incident**. EirGrid will evaluate the appropriateness of making such payments on an Incident-by-Incident basis.

Schedule 2 Reactive Power

Definition of Service

The Service Provider agrees to provide Reactive Power, in accordance with the meanings ascribed to that term in the Grid Code, and according to the Contracted Characteristics set out in the appendix.

Minimum Technical Requirements

The Service Provider must comply with the Grid Code regarding the provision of Reactive Power and must comply with any additional metering requirements specified by EirGrid as necessary for the service covered by this Schedule.

The Appendix includes a list giving the specific Contracted Characteristics of the plant covered by the Agreement.

Reactive Power Availability

The Reactive Power Availability shall be determined separately for the production and absorption of Reactive Power (the “**Available Reactive Power (Production)**” and the “**Available Reactive Power (Absorption)**” respectively) for each **Trading Period** as described below.

1) **Reactive Power (Production):**

- a) If EirGrid has agreed with the Service Provider that for this **Trading Period** a level of **Reactive Power (Production)** shall be made available that is greater than that the contracted level given in this Agreement, then the **Contracted Reactive Power (Production)**⁵ shall be set equal to this higher level, but in all other cases the **Contracted Reactive Power (Production)** shall be set equal to the contracted level given in this Agreement.
- b) The **Available Reactive Power (Production)** for this **Trading Period** shall be set equal to the lower of the **Contracted Reactive Power (Production)** and the time-weighted average of all **Declared Reactive Power (Production)** values given by the Service Provider (or, as the case may be, by EirGrid in accordance with the provisions of the Grid Code) that apply to this **Trading Period**.

2) **Reactive Power (Absorption):**

- a) If EirGrid has agreed with the Service Provider that for this **Trading Period** a level of **Reactive Power (Absorption)** shall be made available that is greater than that the contracted level given in this Agreement, then the **Contracted Reactive Power (Absorption)**⁶ shall be set equal to this higher level, but in all other cases the

⁵ **Contracted Reactive Power (Production)** is the contracted amount of Reactive Power *produced* by a unit generating at **Registered Capacity**.

⁶ **Contracted Reactive Power (Absorption)** is the contracted amount of Reactive Power *absorbed* by a unit generating at **Registered Capacity**.

Contracted Reactive Power (Absorption) shall be set equal to the contracted level given in this Agreement.

- b) The **Available Reactive Power (Absorption)** for this **Trading Period** shall be set equal to the lower of the **Contracted Reactive Power (Absorption)** and the time-weighted average of all **Declared Reactive Power (Absorption)** values given by the Service Provider (or, as the case may be, by EirGrid in accordance with the provisions of the Grid Code) that apply to this **Trading Period**.

Reactive Power Payments

Subject to the terms of this Agreement payments will be made to the Service Provider by EirGrid as per EirGrid's Statement of Charges & Payments. The payment for the provision of Reactive Power is split into an **Availability** payment and a **Utilisation** payment. The Service Provider will receive an **Availability** payment and a **Utilisation** payment for each **Trading Period** which shall be determined as follows.

Reactive Power Availability Payments

The Reactive Power Availability Payments shall be determined separately for the production and absorption of Reactive Power (the "**Reactive Power Availability Payments (Production)**" and the "**Reactive Power Availability Payments (Absorption)**" respectively) for each **Trading Period** as described below.

Reactive Power Availability Payments (Production) =

Available Reactive Power (Production) × Reactive Power Availability (Production) Rate × Trading Period Duration

(where the **Reactive Power Availability (Production) Rate** is the rate, in €/MVArh, given in the Agreement or EirGrid's Statement of Charges & Payments and **Trading Period Duration** is in hours).

Reactive Power Availability Payments (Absorption) =

Available Reactive Power (Absorption) × Reactive Power Availability (Absorption) Rate × Trading Period Duration

(where the **Reactive Power Availability (Absorption) Rate** is the rate, in €/MVArh, given in the Agreement or EirGrid's Statement of Charges & Payments and **Trading Period Duration** is in hours).

Reactive Power Utilisation Payments

Reactive Power Utilisation Payments will only be made for MVAr produced/absorbed, as dispatched by EirGrid. The Reactive Power Utilisation Payments shall be determined separately for the production and absorption of Reactive Power (the "**Reactive Power Utilisation Payments (Production)**" and the

“Reactive Power Utilisation Payments (Absorption)” respectively) for each **Trading Period** as described below.

Reactive Power Utilisation Payments (Production) =

Measured MVarh Produced × **Reactive Power Utilisation (Production) Rate**

(where the **Reactive Power Utilisation (Production) Rate** is the rate, in €/MVarh, given in this Agreement or EirGrid’s Statement of Charges & Payments)

Reactive Power Utilisation Payments (Absorption) =

Measured MVarh Absorbed × **Reactive Power Utilisation (Absorption) Rate**

(where the **Reactive Power Utilisation (Absorption) Rate** is the rate, in €/MVarh, given in this Agreement or EirGrid’s Statement of Charges & Payments)

Schedule 3

Black Start

Definition of Service

The Service Provider agrees to provide Black Start, in accordance with the meanings ascribed to that term in the Grid Code, and according to the Contracted Characteristics set out in the appendix.

Minimum Technical Requirements

The Service Provider must comply with the Grid Code regarding the provision of Black Start.

The Appendix includes a list giving the specific Contracted Characteristics of the plant covered by the Agreement.

Black Start Availability

The MWs of capacity that is available from a Station to provide Black Start service (the “**Black Start Availability**”) shall be determined for each **Trading Period** as the lower of the **Contracted Black Start Capability**, as given in the Agreement and the lowest **Declared Black Start Capability** value given by the Service Provider (or, as the case may be, by EirGrid in accordance with the provisions of the Grid Code) that apply to this **Trading Period**.

If a unit is declared to be unavailable for 20% of any Calendar Year, then this Schedule may be terminated by EirGrid.

Black Start Time

Payments to the Service Provider for Black Start services shall be reduced by a factor – the “**Black Start Time Reduction Factor**” for any **Trading Period** where the Service Provider has declared that the time required to provide the Black Start Service (the “**Declared Black Start Time**”) exceeds the **Contracted Black Start Time** as given in the Agreement. The **Black Start Time Reduction Factor** shall be determined as follows:

- 1) if the **Declared Black Start Time** does not exceed the **Contracted Black Start Time** then the **Black Start Time Reduction Factor** is set to 0; or
- 2) if the **Declared Black Start Time** exceeds the **Contracted Black Start Time** by not more than 20 minutes, then the **Black Start Time Reduction Factor** is set to 0.25; or
- 3) if the **Declared Black Start Time** exceeds the **Contracted Black Start Time** by more than 20 minutes but not more than 40 minutes, then the **Black Start Time Reduction Factor** is set to 0.50; or
- 4) if the **Declared Black Start Time** exceeds the **Contracted Black Start Time** by more than 40 minutes but not more than 60 minutes, then the **Black Start Time Reduction Factor** is set to 0.75; but in all other cases

- 5) the **Black Start Time Reduction Factor** is set to 1.

Black Start Availability Payments

Subject to the terms of this Agreement payments will be made to the Service Provider by EirGrid as per EirGrid's Statement of Charges & Payments which shall be determined as follows.

The payment for Black Start Service in respect a Black Start Station and for a single **Trading Period** (the "**Black Start Availability Payment**") is determined as:

Black Start Availability Payment = Black Start Availability × Black Start Availability Rate × (1 – Black Start Time Reduction Factor) × Trading Period Duration

(where the **Black Start Availability Rate** is the rate, in €/MWh, for Black Start capability for this Station, given in this Agreement or EirGrid's Statement of Charges & Payments and **Trading Period Duration** is in hours).

Black Start Rebates

Requirement to pay a Black Start Rebate

If a Station is called on to carry out a Black Start (other than for a Black Start test) and fails to achieve a Black Start then the Service Provider shall be required to pay to EirGrid a "**Black Start Rebate**" calculated as shown below.

If a Station is called on to carry out a Black Start which is a Black Start test by EirGrid and fails to achieve a Black Start then the Service Provider shall, unless it satisfactorily completed a "**Black Start Re-Test**" as described below, be required to pay to EirGrid a "**Black Start Rebate**" calculated as shown below.

If a Station decides to carry out a Black Start which is a Black Start test on its own account and fails to achieve a Black Start then the Service Provider shall not be required to pay to EirGrid a "**Black Start Rebate**".

Where a Station has failed a Black Start test it can avoid the requirement to pay a **Black Start Rebate** if it successfully completes a **Black Start Re-Test** in accordance with the following rules.

- 1) The Service Provider shall promptly issue a request to EirGrid that a **Black Start Re-Test** be allowed to be started within 24 hours of the completion of the Black Start test (the "**Failed Test**") that failed.
- 2) The **Black Start Re-Test** shall be in respect of any CDGUs that were declared as available to provide Black Start at the start of the **Failed Test** but shall not include a CDGU whose Black Start capability was being tested in the **Failed Test**.
- 3) If the **Black Start Re-Test** is started within the period of 24 hours following the completion of the **Failed Test** and successfully demonstrates the ability to provide the Black Start Service, the **Black Start Re-Test** is deemed successful.

- 4) If EirGrid has declined to grant permission for the **Black Start Re-Test** to be started within period of 24 hours following the completion of the **Failed Test** but has given a time for the start of the **Black Start Re-Test** not later 20 days following the completion of the **Failed Test** and the **Black Start Re-Test** is started at that given time and successfully demonstrates the ability to provide the Black Start Service, the **Black Start Re-Test** is deemed successful.
- 5) If EirGrid has declined to grant permission for the **Black Start Re-Test** to be started within period of 20 days following the completion of the **Failed Test**, the **Black Start Re-Test** is deemed successful.
- 6) In all other cases the **Black Start Re-Test** is deemed to be unsuccessful.

Black Start Rebates

The Service Provider is required to pay to EirGrid a **Black Start Rebate** in respect of any day ("**Black Start Rebate Day**") in which the conditions laid down in "Requirement to pay a Black Start Rebate" have occurred. The **Black Start Rebate** shall be the total of all **Black Start Payments** calculated for this Service Provider in respect of this Black Start Station for the period from (and including) this **Black Start Rebate Day** and the later of the day 90 days prior to this day and the day following the day in which the latest Black Start Test (or Black Start Re-Test) has been successfully completed.

Schedule 4

Address Details, Billing Address of EirGrid and Address Details of The Service Provider

1. **EirGrid plc**

The Oval, 160 Shelbourne Road, Ballsbridge,
Dublin 4

For the attention of

Chief Executive

b) **Billing Address**

EirGrid plc, The Oval, 160 Shelbourne Road,
Ballsbridge, Dublin 4

For the attention of

Accounts Payable

2. **SERVICE PROVIDER**

For the attention of

Schedule 5
Banking Details of The Service Provider

SERVICE PROVIDER

Bank Name

Address

Account Name

Sort Code

Account Number

