DATED 15th April 2026

(1) EIRGRID PLC (ACTING AS TSO)

(2) SONI LIMITED (ACTING AS TSO)

(3) SONI LIMITED AND EIRGRID PLC (ACTING AS SEMO)

SYSTEM OPERATOR AGREEMENT

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THIS SYSTEM OPERATOR AGREEMENT is made the 15th day of April 2026

BETWEEN

(1) EirGrid PLC (incorporated in Ireland with registered number 338522) whose registered office is at 160 Shelbourne Road. Ballsbridge, Dublin, Ireland (**"EirGrid"**) acting in its capacity as holder of a licence under Section 14(1)(e) of the Electricity Regulation Act 1999 (**"Ireland TSO"**); and

(2) SONI Limited (incorporated in Northern Ireland with registered number NI 38715) having its registered office at 12 Manse Road, Belfast, BT6 9RT, Northern Ireland (**"SONI"**) acting in its capacity as holder of a licence under Article 10(1)(b) of the Electricity (Northern Ireland) Order 1992, (**"NI TSO"**);

(3) SONI and EirGrid each acting in its capacity as holder of a licence under Article 10(1)(d) of the Electricity (Northern Ireland) Order 1992 and under Section 14(1)(j) of the Electricity Regulation Act 1999 respectively, and together in their capacity as the Single Market Operator in relation to the Single Electricity Market (**"SEMO"**), being a contractual joint venture.

RECITALS:

(A) EirGrid is the TSO in Ireland and has been granted a licence by the CRU to carry on this role pursuant to Section 14(1)(e) of the Electricity Regulation Act 1999. SONI is the TSO in Northern Ireland and has been granted a licence by UR to carry on this role pursuant to Article 10(1)(b) of the Electricity (Northern Ireland) Order 1992.

(B) Each of NI TSO and Ireland TSO has certain obligations under its System Operator Licence, the SEM legislation and/or the Legal Requirements in respect of which it is required by the terms of its System Operator Licence, the SEM legislation and/or the Legal Requirements to act in conjunction with, to co-operate with, to co-ordinate with, to consult with, to provide information to or otherwise interface with the other System Operator.

(C) Ireland TSO is required by Condition 4 in Sections B and C of its System Operator Licence and NI TSO is required by Condition 24 of its System Operator Licence, by 1 October 2007 (or such later date as CRU/ UR may direct) to enter into an agreement and thereafter to comply with and, in conjunction with each other, at all times maintain in force an agreement (this **"System Operator Agreement"**) for the purposes set out in clause 1.2 of this System Operator Agreement.

(D) Each of SONI and EirGrid has also been licensed and granted the appropriate exemption to undertake the role of SEMO, in conjunction with each other on an all-island basis as required by the Market Operator Licences.

(E) EirGrid is required by Condition 8 in Section B of its Market Operator Licence and SONI is required by Condition 18 of its Market Operator Licence, no later than 1 October 2007 to accede to and comply with the System Operator Agreement insofar as applicable to it in its capacity as the holder of its Market Operator Licence.

(F) This System Operator Agreement and the activities of each Party in carrying on its TSO Business and of the Parties in carrying on the SEMO Business exist in the wider context of the SEM Legislation, the Grid Codes, the TSC and the overall regulatory governance of the SEM by the Regulatory Authorities.

1. BASIS AND BACKGROUND TO SYSTEM OPERATOR AGREEMENT

1.1 Regulatory basis

The Parties acknowledge that this System Operator Agreement is entered into in compliance with their respective obligations under the System Operator Licenses and the Market Operator Licenses.

1.2 Background to the System Operator Agreement

The regulatory background to this System Operator Agreement is that:

(a) it must ensure that any matter that is within the control of one TSO and affects the ability of the other TSO to carry on, on a continuing basis, its TSO Business, is carried out in a manner such that the other TSO is capable, on a continuing basis, of carrying on its TSO Business;

(b) it must ensure that any matter that is within the control of the Parties or either of them as System Operator(s) and affects the ability of SEMO to carry on, on a continuing basis, the SEMO Business, is carried on in a manner such that SEMO, is capable, on a continuing basis of carrying on the SEMO Business;

(c) It must ensure that any matter that is within the control of SEMO when carrying the SEMO Business and affects the ability of either or both of the Parties as a TSO to carry on, on a continuing basis, it's or their TSO Business(es), is carried on in a manner such that the relevant TSO or both of the TSOs as applicable is capable on a continuing basis of carrying on its or their TSO Business(es); and

(d) it must be designed to:

(i) promote the efficient discharge by the TSOs of the obligations imposed upon each of them as System Operator under licenses laws and regulations;

(ii) facilitate the development, maintenance and operation of the Irish transmission system and the Northern Ireland transmission system as part of efficient, economical, coordinated, safe, secure and reliable All-island Transmission Networks;

(iii) neither prevent nor restrict effective competition in the generation and supply of electricity on the Island of Ireland; and

(iv) promote good industry practice and efficiency in the implementation and administration of the matters covered in the System Operator Agreement.

1.3 Relationships addressed in SOA

(a) This System Operator Agreement relates:

(i) to the relationships between the TSOs as TSOs; and

(ii) to the relationships between the TSOs and SEMO.

(b) The provisions in relation to the relationship between the TSOs and SEMO are set out in Schedule 2.

(c) This System Operator Agreement does not relate to the relationship between SONI and EirGrid as SEMO which is governed by the Market Operator Agreement and the SEMO CJV.

2. SOA OPERATIONAL LIAISON

2.1 Interface Obligations

The TSOs agree to carry out their Interface Obligations in accordance with the provisions of this System Operator Agreement including the Schedules. An outline of the principles that the TSOs shall follow in order to comply with the Interface Obligations referred to in Column 1 below are set out in the Schedule specified in Column 2 opposite the relevant Interface Obligation.

Column 1	Column 2
Generation Outage Planning	Schedule 3A
Transmission Outage Planning	Schedule 3B
Power Systems Planning	Schedule 4
Applications for Connections	Schedule 5
Determination of G-TUOS Tariffs	Schedule 6
Revenue Transfer between System Operators	Schedule 7
Calculation of Transmission Loss Adjustment Factors	Schedule 8
Grid Code Governance Schedule	Schedule 9
Grid Code Referenced Interactions	Schedule 10
Inter Jurisdictional Procedures	Schedule 11
Scheduling and Dispatch	Schedule 12
Capacity Market	Schedule 15
Imperfections	Schedule 16
Emergency Coordination and Risk Preparedness	Schedule 17
Other Charges & Tariffs	Schedule 18

2.2 Personnel

Each TSO agrees and undertakes to the other TSO that at all times during the term of this System Operator Agreement:

(a) it will ensure an adequate number of personnel with suitable training and/or experience are available for the purposes of fulfilling its Interface Obligations in accordance with this System Operator Agreement; and

(b) it shall procure (in so far as it is within its power to do so) that its nominees (and their alternates) on the Steering Committee and the Joint Management Committee and the staff who are involved in the fulfilment of its Interface Obligations comply with, and act in a manner which ensures that effect is given to, the terms and conditions of this System Operator Agreement and such other terms and conditions as may be agreed in writing between the TSOs from time to time.

2.3 Regulatory Approval

Where the performance of any obligation arising under or in relation to this System Operator Agreement requires approval by either or both of the Regulatory Authorities, including where relevant under the SEMC the TSOs agree that they need not perform such obligation unless and until such regulatory approval is obtained. The TSOs further agree that they shall co-operate with each other to the extent necessary in order to prepare, make and provide in a timely manner all such submissions and information as are required in order to seek such regulatory approval.

2.4 Compliance

The TSOs shall comply with all interface obligations as set forth in their respective licences, codes and statutory obligations. In the event that specific interface obligations have not been explicitly documented within this SOA, the TSOs shall adhere to the interface obligations as outlined in their licences, codes or statutory obligations. Should a dispute arise in respect of these obligations or the fulfilment of these obligations, the parties shall resolve the dispute in accordance with the dispute resolution procedures established in this SOA, see Clause 6. This clause is intended to ensure that all interface obligations between the TSOs are fulfilled in compliance with regulatory requirements.

2.5 Transmission Asset Owner Interface

Each Party shall liaise with the relevant Transmission Asset Owner of the transmission system which it operates and shall use reasonable endeavours to procure from such Transmission Asset Owner such things as may be necessary to ensure that each Party can comply with its obligations under this Agreement.

3. GOVERNANCE

3.1 Overview

The following provisions set out the arrangements under this System Operator Agreement for meetings and committees for operating under the System Operator Agreement. By way of overview, there shall be:

(a) a Steering Committee;

(b) a Joint Management Committee;

(c) committees established by the Joint Management Committee.

3.2 TSO Approvals

Each TSO acknowledges that the appointee of the other TSO on the Steering Committee, the Joint Management Committee and the staff of the other TSO who are involved in the fulfilment of its Interface Obligations may be subject to requirements to obtain approvals or other governance requirements of that other TSO for the purposes of carrying out its functions.

3.3 Steering Committee

(a) The Parties have established, and shall maintain in place, a steering committee to oversee the maintenance in force of this System Operator Agreement (the **"Steering Committee"**).

(b) The function of the Steering Committee shall be oversight of the arrangements between the TSOs whereby they fulfil their respective Interface Obligations in accordance with this System Operator Agreement.

(c) The Steering Committee shall fulfil its functions in accordance with this System Operator Agreement and subject to such requirements in respect of approvals of the Parties and other matters as the Parties may agree in writing from time to time.

(d) There shall be reserved to the Steering Committee for decision or approval such matters in respect of this System Operator Agreement as the Parties may agree in writing from time to time, such matters being in accordance with the overall role of the Steering Committee as outlined above. Such matters shall include:

(i) receiving and considering reports (including the annual report) made to the Steering Committee by the Joint Management Committee;

(ii) giving such directions to the Joint Management Committee as the Steering Committee sees fit (including in relation to the form and substance of the annual report and any other reports to be made to the Steering Committee);

(iii) the resolution of any disputes referred to the Steering Committee by the Joint Management Committee under this System Operator Agreement, including any dispute in relation to a proposed amendment to a Schedule (subject to Clause 6); and

(iv) proposing and considering amendments to this System Operator Agreement (other than the Schedules) (subject to Clause 11.3).

3.4 Constitution and Proceedings

The provisions set out in this Clause 3.4 shall apply to the constitution and the proceedings of the Steering Committee and, subject to such provisions and such other provisions as the Parties may agree in writing from time to time, the Steering Committee may otherwise regulate its proceedings as it sees fit:

(a) The Steering Committee shall comprise the SONI Director of Operations and the EirGrid Chief Operations & Asset Management Officer (the **"Members"**) and the total number of Members on the Steering Committee shall not exceed two;

(b) Members may be removed and replaced at the discretion of the Party that appointed them by notice in writing to the other Party;

(c) each Member shall have one vote on the Steering Committee, and all decisions of the Steering Committee must be unanimous and recorded in minutes or such record of the meeting as the Members may direct;

(d) there shall be at least one Steering Committee meeting each year. Either Member may call a meeting of the Steering Committee from time to time during the term of this System Operator Agreement. Either Member calling a meeting shall ensure that reasonable notice and where practical an agenda for the meeting is given to the other Member in advance of a meeting. Meetings of the Steering Committee may be held physically in Belfast or Dublin, virtually, or a hybrid of both;

(e) the quorum for Steering Committee meetings shall be two comprising the Member from SONI and the Member from EirGrid (or in either case an appropriate alternate for that Member);

(f) no business shall be transacted at any meeting of the Steering Committee unless a quorum is present at the time when the meeting takes place;

(g) if no quorum is present within half an hour from the time appointed for the start of the meeting, or if during the meeting a quorum ceases to be present, the meeting shall be dissolved;

(h) each Member may appoint an appropriate alternate with an equivalent role and/or experience to attend meetings of the Steering Committee in his or her absence and each alternate shall be entitled to vote on his or her behalf in the absence of such Member; and

(i) a resolution in writing signed by the two Members comprising one Member from SONI and one member from EirGrid (or an alternate from each) shall be as effective as a resolution passed at a meeting of the Members duly convened and held and may consist of several documents, each signed by one or more of the Members. Such a resolution may (unless the Members shall otherwise determine either generally or in any specific case) be transmitted by email.

3.5 The Joint Management Committee

(a) The TSOs have established with effect on the date of this System Operator Agreement, and shall maintain in place from time to time, a joint management committee (the "**Joint Management Committee**").

(b) The Joint Management Committee shall be responsible for the management of the arrangements between the TSOs whereby they fulfil their respective Interface Obligations in accordance with this System Operator Agreement and of the sub-committees established by the Joint Management Committee subject to the overall direction of the Steering Committee and to such requirements in respect of approvals and other matters as the TSOs may agree in writing from time to time.

(c) The functions of the Joint Management Committee shall be set out in a Terms of Reference as determined by the Steering Committee from time to time. Such functions shall include:

(i) reviewing at such intervals as the Joint Management Committee shall determine (but not less frequently than annually) the operation of the provisions of the Schedules to this System Operator Agreement, any Agreed Procedures or any processes or procedures developed by the Parties in connection with the Interface Obligations;

(ii) approving any Agreed Procedures;

(iii) proposing and agreeing amendments to the Schedules to this System Operator Agreement (subject to Clause 11.3) and to any Agreed Procedures;

(iv) proposing and approving special joint projects to be undertaken by the TSOs which are relevant to the Interface Obligations;

(v) reporting to the Steering Committee annually and at such other intervals and in each case in such format as the Steering Committee may require on the operation of the arrangements between the TSOs whereby they fulfil their respective Interface Obligations; and

(vi) reviewing and considering reports made to the Joint Management Committee by sub-committees of the Joint Management Committee;

(d) The provisions set out in Schedule 13 shall apply to the constitution and proceedings of the Joint Management Committee and, subject to such provisions and such other provisions as the TSOs may agree in writing from time to time the Joint Management Committee may regulate its proceedings as it sees fit.

(e) Any disagreement or dispute between the members of Joint Management Committee shall be submitted to the Steering Committee no later than 5 (five) Business Days after any member of the Joint Management Committee gives notice in writing of the disagreement or dispute to the other members of the Joint Management Committee. Clause 6 shall apply to any such disagreement or dispute which has not been resolved by the Steering Committee.

4. PROVISION OF INFORMATION

4.1 Exchange of information between the TSOs

Subject to Clause 7 (Confidentiality), each TSO (the **"first TSO"**) shall provide to the other TSO such information as the first TSO is required to provide by its System Operator Licence and by this System Operator Agreement and such information as the other TSO may reasonably require to enable it to carry on its TSO Business. The TSOs shall use reasonable endeavours to provide all required information in a timely, accurate and complete manner and in the formats agreed between the Parties.

4.2 Data Governance

All provision and exchange of information between the Parties should be completed through an agreed data exchange mechanism with the appropriate data sharing governance applied by the Parties.

4.3 Third Party Sharing

A TSO shall not provide information, shared by the other TSO, to third parties unless expressly agreed in writing by both TSOs. The TSO that wishes to share information with a third party shall seek the prior written consent of the other TSO and shall provide: (i) the rationale for sharing; (ii) the intended use of this information by the third party; and (iii) such information as the other TSO may reasonably require to enable it to make a decision. On receipt of the information referred to in (i) to (iii) above, the other TSO shall either in writing (i) provide its consent; or (ii) provide its objection to the sharing of information with a third-party, explicitly outlining its reasons for doing so.

4.4 Incident Reporting

Where an incident occurs on the transmission system of one jurisdiction that has an impact on the other transmission system, the TSO in whose jurisdiction the incident occurred may undertake an investigation where requested by the other TSO. The investigation shall establish the root cause of the event and determine the remedial actions required to prevent recurrence of similar incidents in the future. Input from the other TSO may be sought as part of this investigation. A report outlining the incident, findings, and remediation actions, where requested by the other TSO, may be provided to the other TSO.

5. SOA FORCE MAJEURE BETWEEN THE PARTIES

5.1 Where a Party is affected by an event of SOA Force Majeure:

(a) the FM Party shall notify the other Party of the circumstances of SOA Force Majeure, identifying the nature of the event, its expected duration, and the particular obligation(s) affected;

(b) the FM Party shall furnish reports at such intervals as the other Party may reasonably request, in respect of the circumstances of SOA Force Majeure during the period of SOA Force Majeure;

(c) no obligations of either Party under or pursuant to this System Operator Agreement that arose before the SOA Force Majeure, and which can reasonably be expected to be performed are excused as a result of SOA Force Majeure;

(d) on the occurrence of the SOA Force Majeure, the FM Party shall consult with the other Party as to how the FM Party might best give effect to its obligations under or pursuant to this System Operator Agreement so far as is reasonably practicable during the period of the SOA Force Majeure;

(e) the FM Party, in consultation with the other Party, shall do all reasonable acts to mitigate the consequences of any SOA Force Majeure to enable it to resume full performance of its obligations under this System Operator Agreement;

(f) the FM Party shall resume full performance of its obligations under or pursuant to this System Operator Agreement on cessation of any SOA Force Majeure and shall inform the other Party of this without delay;

(g) the FM Party shall be relieved of its obligations and liability under or pursuant to this System Operator Agreement only for so long as and to the extent that the occurrence of the SOA Force Majeure and/or its effects could not be overcome by measures which the FM Party might reasonably be expected to take acting prudently with a view to continuing or resuming performance of its obligations as appropriate; and

5.2 Where a Party is rendered wholly or partially unable to perform all or any of its obligations under or pursuant to this System Operator Agreement by reason of SOA Force Majeure, the FM Party's relevant obligations under or pursuant to this System Operator Agreement shall be suspended and it shall be relieved from liability subject to Clause 5.3 in respect of such obligations provided that such liability and suspension shall be of no greater scope and no longer duration than is required by the SOA Force Majeure.

5.3 Notwithstanding the foregoing, SOA Force Majeure shall not relieve any FM Party from any liability to make payments due under or pursuant to this System Operator Agreement save to the extent that any failure to pay is caused by SOA Force Majeure affecting all reasonable means of payment in which event on cessation of the SOA Force Majeure event, the FM Party shall pay all amounts due together with interest thereon at a rate agreed between the Parties in writing from time to time from the due date to the actual date of payment.

6. DISPUTE RESOLUTION

6.1 Decisions

Where:

(a) there is any disagreement between the Parties arising out of or in connection with this System Operator Agreement which has not been resolved through the Steering Committee (including, without prejudice to the generality of the foregoing, any disagreement as to whether a Party has complied with its obligations under this Agreement); or

(b) a unanimous vote of the Steering Committee cannot be achieved at a meeting or a quorum is not present at two consecutive meetings of the Steering Committee and either Party has subsequently notified the other within 10 Business Days after that meeting or the second consecutive meeting, as the case may be, that a matter has not been resolved to its satisfaction;

the matter shall be referred to the CEO of each TSO for discussion.

At the expiry of 10 Business Days after which the CEOs have been referred the matter for discussion, which will be denoted as the Discussion Period, and has deemed continued discussion between the Parties will not result in a resolution to the matter, a Dispute (a "**Dispute**") shall be deemed to have arisen and subject to Clauses 6.4 and 6.5 (b) the procedure set out in Clause 6.2 shall apply.

6.2 Dispute Resolution Process

(a) The Parties shall refer the Dispute to:

(i) an independent mediator, where both Parties agree to such appointment, to facilitate resolution of the Dispute;

(ii) an independent expert, from a list of three independent experts provided by the referring party and agreed to by both EirGrid and SONI, who shall determine the Dispute in accordance with the terms of Schedule 14, except in instances noted in (iii); or

(iii) the applicable Regulatory Authorities, where the Dispute relates exclusively to a specific matter that falls within their purview and is a question of compliance or enforcement of a specific provision of an associated applicable legal or regulatory instrument (i.e. any regulation, code, or licence agreement that applies to TSO Business, not SEMO Business) which expressly requires the Regulatory Authority to determine action and, thus, cannot be determined by a mediator or independent expert.

For clarity, the mere involvement of regulatory considerations does not justify referral to the Regulatory Authorities for the purposes of this clause. Only Disputes that meet the exact criteria set out in (iii) may be referred to the Regulatory Authorities; all other matters shall be referred in line with (i) or (ii).

(b) Where the Parties agree to refer the Dispute to an independent mediator, but are unable to resolve the dispute, the Parties shall refer the matter to an independent expert as in 6.2 (a) (ii).

(c) Where the Parties are unable within 10 Business Days of the expiry of the Discussion Period to agree whether to refer the Dispute to an independent mediator, an independent expert or to the Regulatory Authorities, the Parties shall refer the matter to an agreed-upon arbitrator which shall determine the appropriate forum for resolution of the Dispute in accordance with Clause 6.2 (a).

(d) Where the Parties agree to refer the Dispute to an independent expert but are unable within 10 Business Days of the expiry of the Discussion Period to agree whether the Dispute involves a commercial matter or a technical matter for the purposes of Schedule 14, the Parties shall refer the matter to an agreed-upon arbitrator which may decide which type of matter the Dispute involves.

(e) Where the Parties agree to refer the Dispute to an independent expert, but are unable within 5 Business Days of the expiry of the Discussion Period to agree on the identity of the independent expert of the relevant type, the Parties shall refer the matter to – an agreed-upon arbitrator which shall appoint an independent expert of that type who meets the criteria set out in Schedule 14.

6.3 Final and Binding

The determination of the Regulatory Authorities pursuant to Clause 6.2 shall be final and binding on the Parties, save in respect of fraud or manifest error, and the Parties agreed to be bound by, perform and/or amend this System Operator Agreement in accordance with and

undertake to implement, as the case may be, such determination.

Where a determination is made by an independent expert pursuant to Clause 6.2 and subject to Schedule 14:

(a) The determination shall be subject to approval by the Steering Committee to confirm it does not give rise to any breach of applicable legal, regulatory, or licensing obligations binding on the Parties and is within their operational capabilities.

(b) The Steering Committee shall review the determination within 10 days of receipt. If approved by the Steering Committee, the Parties agreed to be bound by, perform and/or amend this System Operator Agreement in accordance with and undertake to implement such determination.

(c) If the Steering Committee does not approve the determination within the review period, on the grounds established in 6.3 (a), the matter shall then be returned, with written reasoning for its decision, to the independent expert for reconsideration and any necessary revisions, in line with the terms of engagement.

In the event that one or both Parties fails to implement the determination in whole or in part, the matter shall be referred to the Regulatory Authorities for enforcement. The Parties further agree to cooperate fully with the Regulatory Authorities in any enforcement process and to take all necessary actions to give effect to the determination.

6.4 Disputes regarding amendments

Where a Party disputes a proposed amendment to this System Operator Agreement and such dispute remains unresolved for a period exceeding 30 days following the issuance of written notice by either Party:

(a) The matter may be referred to an independent expert as defined in Schedule 14.3 or the Regulatory Authorities for determination.

(b) In circumstances where the proposed amendment is referred to the Regulatory Authorities, both parties shall amend this Agreement in accordance with the determination issued by that Regulatory Authorities.

(c) Where the determination was given by an independent expert, the Steering Committee shall review the determination in accordance with Clause 6.3.

6.5 Interim activities

During the course of any dispute under this System Operator Agreement:

(a) the Parties shall to the extent possible continue to perform their respective obligations under this System Operator Agreement; and

(b) If the parties elect to address or resolve any aspect of the dispute during the resolution process, they may do so provided such actions do not interfere with or delay the formal proceedings. Should the parties reach a full resolution, they must promptly notify the referring body specified in Clause 6.2 (a).

7. CONFIDENTIALITY

7.1 General

Each Party shall take such steps as shall be necessary, and shall procure that its officers, employees, agents, contractors and professional advisers take such steps as shall be necessary to ensure that the arrangements whereby the Parties fulfil their respective Interface Obligations are operated in such a manner that each Party is in compliance with its obligations under its System Operator Licence restricting the use and disclosure by that Party of information held or obtained by that Party (or its affiliates or related undertakings) pursuant to or by virtue of carrying on its TSO Business.

8. ASSIGNMENT

8.1 Consent

Neither Party may assign the benefit of this System Operator Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

8.2 Successor

Subject to Clause 8.1, this System Operator Agreement is binding upon and ensures for the benefit of the assigns and successors in title of each of the Parties.

9. TERM & TERMINATION

9.1 Term

This System Operator Agreement shall commence on the date of this System Operator Agreement and shall continue in full force and effect for such time as SONI and EirGrid both hold their System Operator Licences until terminated by written agreement between the Parties in accordance with this Clause 9 or until one or both Parties is instructed by its or their Regulatory Authority(ies) to terminate this System Operator Agreement, whichever is the earlier.

9.2 Continuation of Obligations

On termination the rights and liabilities of the Parties which have accrued beforehand shall subsist. This Clause 9 and Clauses 7 (Confidentiality), 12 (Waiver and Invalidity), 13 (Announcements), 19 (Governing Law and Jurisdiction) and to the extent required Schedule 1 (Definitions and Interpretations) shall survive termination without limitation in time.

9.3 Winding up process

In the event of the termination of this System Operator Agreement under this Clause 9 the Parties will co-operate together to procure the proper and orderly wind-down of the Interface.

10. ENTIRE AGREEMENT

10.1 Definition of System Operator Agreement

In this clause, references to this System Operator Agreement include all other written

agreements and arrangements between the Parties which are agreed by the Parties to be supplemental to this System Operator Agreement or which this System Operator Agreement expressly preserves or requires to be executed.

10.2 Entire Agreement

(a) this System Operator Agreement constitutes the whole and only agreement and understanding between the Parties in relation to the subject matter of this System Operator Agreement; and

(b) all previous drafts, agreements, understandings, undertakings, representations, warranties, promises and arrangements of any nature whatsoever between the Parties with any bearing on the subject matter of this System Operator Agreement are superseded and extinguished, and all rights and liabilities arising by reason of them, whether accrued or not at the date of this System Operator Agreement, are cancelled, to the extent that they have such a bearing, except insofar as any such thing is in terms repeated or otherwise reflected in this System Operator Agreement.

11. MANAGEMENT OF SYSTEM OPERATOR AGREEMENT

11.1 Review

Each TSO shall in conjunction with the other TSO review this System Operator Agreement and its implementation annually, or at any time at the request of either or both of the Regulatory Authorities. This review will be conducted by the Joint Management Committee for the approval of the Steering Committee.

11.2 Report

Each TSO shall, in conjunction with the other, report annually to its Regulatory Authority on the operation of this System Operator Agreement to the extent relevant to the functions, rights and obligations of that TSO. This report will be prepared by the Joint Management Committee for approval of the Steering Committee and will follow the respective approval process of each TSO's delegated control framework.

11.3 Amendment

(a) Save as provided in Clause 6.4, no amendment to this System Operator Agreement (other than an amendment to the Schedules except Schedule 2) shall be of any effect unless it is agreed in writing and signed by or on behalf of each Member of the Steering Committee and no amendment to any Schedule to the System Operator Agreement (except Schedule 2) shall be of any effect unless it is agreed in writing signed by or on behalf of a Member of the Joint Management Committee appointed by each of the Parties

(b) Either Party may propose an amendment to this System Operator Agreement for any purpose it sees fit including for the purpose of ensuring that, to the extent that it does not already do so, this System Operator Agreement requires that, where a Party (the **"first Party"**) is not reasonably capable of fulfilling an obligation imposed by its System Operator Licence without the assistance of the other Party, the other Party shall provide such assistance as the first Party reasonably requests in order to enable it to fulfil that obligation.

(c) Any proposal for an amendment made by a Party shall be notified to the other Party in writing setting out reasonable details of the proposed amendment and the reasons for it. The other Party shall respond promptly to the proposal and shall enter into negotiations in good faith regarding the proposal. Any dispute regarding a proposed amendment shall be dealt with in accordance with Clause 6.4.

(d) The Parties agree and acknowledge that this System Operator Agreement is entered into in compliance with the System Operator Licences and the Market Operator Licences and that its terms are intended to reflect the terms of and give effect to, or facilitate the operation of or compliance with, the System Operator Licences, the Grid Codes, the Trading & Settlement Code, the Capacity Market Code and other license obligations as necessary. The Parties further agree and acknowledge that they intend that this System Operator Agreement would be amended in a manner agreed between them to the extent necessary to reflect and give effect to, or facilitate the operation of or compliance with, any relevant amendments or variation properly made to the System Operator Licences, the Market Operator Licences, the Grid Codes, the Trading & Settlement Code, the Capacity Market Code and any other license obligations required from time to time.

11.4 Schedules

In any case where a Schedule to this System Operator Agreement expressly states that its provisions are to be further developed by the Parties after the date of this Agreement, the Parties agree, that as soon as practicable after the date of this System Operator Agreement, they shall use reasonable endeavours to agree and incorporate the relevant provisions into the Schedule or amended or removed as agreed by the Joint Management Committee. The agreement and incorporation into the Schedule of such provisions shall constitute an amendment to a Schedule to this Agreement and shall be made in accordance with and subject to Clause 11.3.

11.5 Agreed Procedures

The Parties may from time to time agree and set out in such manner as the Joint Management Committee sees fit detailed procedures for the Interface Obligations.

11.6 Agreement of Measures

Where this System Operator Agreement provides or requires that a Party or the Parties shall take any action or procure any result, and any measure or procedure necessary to enable the Party or the Parties to do so:

(a) is not within the power or procurement of the Party under the obligation,

(b) does not exist by common accord of the Parties, or

(c) is not specified or provided for in this System Operator Agreement,

then the Parties shall meet within ten (10) Business Days to agree such procedures or measures as may be necessary to enable the Party or Parties concerned to take the action concerned or procure the result concerned. Until such time as the Parties agree such

procedures or measures, the Parties shall continue to observe and maintain the arrangements in respect of the relevant matters which existed prior to this System Operator Agreement.

11.7 Publication

Each of the Parties shall publish this Agreement (as amended from time to time in accordance with Clause 11.3) on its website in respect of its TSO Business.

12. WAIVER AND INVAILIDITY

12.1 No implied waiver

No right, power or remedy provided by law or under this System Operator Agreement shall be waived, impaired or precluded by:

(a) any delay or omission to exercise it; or

(b) any single or partial exercise of it on an earlier occasion; or

(c) any delay or omission to exercise, or single or partial exercise, of any other such right, power or remedy.

12.2 Express waivers

Any waiver of any right, power or remedy under this System Operator Agreement must be in writing and signed on behalf of the waiving Party and may be given subject to any conditions thought fit by the grantor. No waiver will take effect if the person seeking the waiver has failed to disclose to the grantor every material fact or circumstance which (so far as the person seeking the waiver is aware) has a bearing on its subject matter. Unless otherwise expressly stated, any waiver shall be effective only in the instance and only for the purpose for which it is given.

13. ANNOUNCEMENTS

13.1 Prior Consent

Save and insofar as required by any Regulatory Authority or as expressly provided for in this System Operator Agreement or as permitted by any protocol agreed by the Joint Management Committee for the purposes of this Clause 13.1, no announcement shall be made by either Party, either before or after the date of this System Operator Agreement, in relation to this System Operator Agreement without the prior written consent of any other Party which consent shall not be unreasonably withheld or delayed.

13.2 Consultation

In the event that any announcement is to be made in connection with this System Operator Agreement which does not require the prior written consent of the other Party, the Party making the announcement shall use all reasonable endeavours to consult the other Party with regard to the terms of such announcement before it is made.

14. NO PARTNERSHIP

None of the provisions of this System Operator Agreement (or any of the arrangements contemplated by this System Operator Agreement) shall be deemed to constitute a partnership between the Parties at any time or, save as expressly provided in this System Operator Agreement, to constitute any Party the agent of the other, or to have any authority to bind the other in any way.

15. NO AUTHORITY

15.1 Except as expressly provided in this System Operator Agreement, no Party shall have the right nor shall either Party hold itself out as having the authority or right to assume, create or undertake any obligation of any kind whatsoever, expressed or implied, including but not limited to borrowing money, pledging credit, in the name of the other Party without the prior written consent of the other Party.

15.2 Nothing contained in this System Operator Agreement is intended in any manner to limit the Parties in the conduct of their respective businesses or activities, which are not related to this System Operator Agreement.

16. THIRD PARTY RIGHTS

Except as expressly provided in this System Operator Agreement, a person who is not a Party to this System Operator Agreement shall not have the right (whether under the Contracts (Rights of Third Parties) Act 1999 (United Kingdom), or otherwise), to enforce any provision of the System Operator Agreement.

17. COUNTERPARTS

This System Operator Agreement may be executed in any number of counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original of this System Operator Agreement, but all the counterparts shall together constitute one and the same Agreement.

18. COSTS

18.1 Each Party shall bear its own costs and expenses in relation to the drafting and negotiation of this System Operator Agreement.

18.2 Except as otherwise expressly provided in this Agreement, or stipulated by the regulatory authorities, the TSOs may make such arrangements for the sharing of any costs and the making of any payments between them, including where arising from the performance of their obligations under this Agreement, as the TSOs may agree in writing from time to time.

19. NOTICES

19.1 General

Any notice to be given in connection with the matters contemplated by this System Operator Agreement shall except where expressly provided otherwise be in writing and shall either be delivered by hand or sent by email, or pre-paid post (where available first class). Delivery by courier shall be regarded as delivery by hand.

19.2 Addresses

Such notice shall be sent to the email address or address of the relevant Party referred to in this System Operator Agreement or to such other email address or address as may previously have been communicated to the sending Party in accordance with this clause. Each notice shall be marked for the attention of the relevant person.

SONI

Castlereagh House

12 Manse Road

Belfast

BT6 9RT

Email: alan.thomson@soni.ltd.uk

For the attention of: Emma Morris

EirGrid

The Oval

160 Shelbourne Road

Dublin

Ireland

Email: martin.corrigan@Eirgrid.com

For the attention of: Martin Corrigan and Michael Kelly

19.3 Timing

A notice shall be deemed to have been served:

(a) if delivered by hand at the address referred to in sub-clause 19.2 at the time of delivery;

(b) if sent by email to the email address referred to in that sub-clause, at the time of completion of the transmission of the email; and

(c) if sent by pre-paid post (where available first class) to the address referred to in that sub-clause, at the expiration of 2 clear days after the time of posting.

If a notice would otherwise be deemed to have been delivered outside normal business hours (being 9:30a.m. to 4:45p.m. on a Business Day) under the preceding provisions of this clause, it shall be deemed to have been delivered at the next opening of such normal business hours.

19.4 Evidence

In proving service of the notice, it shall be sufficient to show that delivery by hand was made or that the envelope containing the notice was properly addressed and posted as a pre-paid letter (where available first class) or that the email was dispatched and a confirmatory transmission report received.

19.5 Changes

A Party may notify the other Parties of a change to its name, relevant person or email address for the purposes of sub-clause 19.2 provided that such notification shall only be effective on:

(a) the date specified in the notification as the date on which the change is to take place; or

(b) if no date is specified or the date specified is less than five clear Business Days after the date on which notice is deemed to have been served, the date falling five clear Business Days after notice of any such change is deemed to have been given.

19.6 Service for Proceedings

For the avoidance of doubt, the Parties agree that the provisions in this clause shall not apply in relation to the service of any claim form, application notice, order, judgement or other document relating to or in connection with any Proceedings.

20. GOVERNING LAW AND JURISDICTION

20.1 Governing Law

This System Operator Agreement and any disputes arising under, out of, or in relation to this System Operator Agreement, shall be interpreted, construed and governed by the laws of Northern Ireland.

20.2 Jurisdiction

Subject to the provisions of Clause 6 (Disputes) the Parties hereby submit to the exclusive jurisdiction of the courts of Ireland and the courts of Northern Ireland for all disputes arising under, out of or in relation to the System Operator Agreement.

IN WITNESS of which the Parties have executed this Agreement on the date above written.

Signed by Emma Morris)
for and on behalf of)

SONI LIMITED as NI TSO) ……...
Director/Duly Authorised Signatory

Signed by Michael Kelly)
for and on behalf of)

EIRGRID PLC as Ireland TSO) ……...
Director/Duly Authorised Signatory

Signed by Emma Morris)
for and on behalf of) ……...
Director/Duly Authorised Signatory

SONI LIMITED as
SEMO being a contractual joint venure

and signed by Michael Kelly)
for and on) Director/Duly Authorised Signatory
behalf of

EIRGRID PLC as)
SEMO being a contractual)
joint venture)

SCHEDULE 1 - Definitions & Interpretations

Part 1

In this System Operator Agreement (including the Recitals) the following terms shall, unless the context otherwise requires, have the meaning hereby attributed to them:

"1999 Act" means the Contracts (Rights of Third Parties) Act 1999;

"2007 Order" means the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007;

"Agreed Procedures" means any agreed procedures agreed pursuant to Clause 11.5;

"All-island Transmission Networks" means the Irish transmission system together with the Northern Ireland transmission system;

"Applicable Laws" has the meaning given in the TSC;

"Business Day" means a day (other than a Saturday or Sunday) when banks are open for business in both Dublin and Belfast;

"Capacity Market" means the arrangements for securing generation adequacy and capacity described in Condition 23A of SONI's System Operator Licence and Condition 6A of EirGrid's System Operator Licence;

"Capacity Market Code" means the code of that name referred to in Condition 23A of SONI's System Operator Licence and Condition 6A of EirGrid's System Operator Licence;

"CEO" means as applicable the Chief Executive of EirGrid or the Chief Executive of SONI from time to time or in each case the person appointed to that role by whatever name so called from time to time and "**CEOs**" means both of them;

"Competent Authority" has the meaning given in the TSC;

"CRU" means the Commission for Regulation of Utilities (formerly the Commission for Energy Regulation) including the committee thereof appointed pursuant to section 8A of the ERA 1999;

"Dispute" has the meaning given in Clause 6.1 of this System Operator Agreement;

"DS3 System Services Arrangements Consultations" means joint consultation papers published by the Parties in respect of DS3 System Services Arrangements;

"**Electricity Order 1992**" means the Electricity (Northern Ireland) Order 1992 (N.I.);

"**ERA 1999**" means the Electricity Regulation Act 1999 of Ireland;

"ESB" means the Electricity Supply Board;

"FM Party" means a Party which is unable to perform all or any of its obligations under this Agreement by reason of SOA Force Majeure;

"Forecast Statement" has the meaning given in EirGrid's System Operator Licence;

"Generator Testing Tariffs" has the meaning given to "Testing Tariffs" in the SEM-24-069 document;

"Grid Code" in respect of a Party, shall have the meaning set out in its System Operator Licence and "**Grid Codes**" means the Grid Codes of both Parties;

"Interface" means the arrangements between the Parties in respect of the Interface Obligations;

"Interface Obligations" means the obligations of each TSO pursuant to its System Operator Licence, the SEM legislation and/or any Legal Requirements to act in conjunction with, co- operate with, co-ordinate with, consult with, provide information to or as the case may be engage in any other interface with the other TSO (acting as such);

"Irish SEM legislation" means the Energy Miscellaneous Provisions Act 2006, the Electricity Regulation (Amendment) (Single Electricity Market) Act 2007, and the Electricity Regulation Act 1999 (Single Electricity Market) Regulations 2007 (S.I. No 406 of 2007).

"Irish transmission system" shall have the meaning given to the term "transmission system" as defined in EirGrid's System Operator Licence;

"Island of Ireland" means the entire island of Ireland comprising Northern Ireland and Ireland;

"Joint Management Committee" has the meaning given to it in Clause 3.5;

"Legal Requirements" means any requirement under Applicable Laws, the Market Operator Licences, the Grid Codes, the TSC, European Network Codes, any applicable Metering Code or any requirement, direction, determination, decision, instruction or rule of any Competent Authority;

"Load Frequency Control Area Operational Agreement" means the agreement submitted 29 September 2022 as required by Article 119 of Commission Regulation (EU) 2017/1485 of 2 August 2017;

"Load Frequency Control Block Operational Agreement" means the agreement submitted 10 December 2024 as required by Article 120 of Commission Regulation (EU) 2017/1485 of 2 August 2017;

"Long Notice Adjustment Factor" has the meaning given to it in the System Operator Licences;

"Market Operation Activity" in respect of a Party, shall have the meaning set out in its Market Operator Licence;

"Market Operator Agreement" means the agreement entered into between the Parties on 3 July 2007 pursuant to Condition 14 of SONI's Market Operator Licence and Condition 2 of Section B of EirGrid's Market Operator Licence;

"Market Operator Licence" means the licence granted to SONI under Article 10(1)(d) of the Electricity (Northern Ireland) Order 1992 and/or the licence granted to EirGrid under Section 14(1)(j) of the Electricity Regulation Act 1999 as applicable and **"Market Operator Licences"** shall be construed accordingly;

"**NIEN**" means Northern Ireland Electricity Networks Ltd;

"Northern Ireland SEM legislation" means the Northern Ireland (Miscellaneous Provisions) Act 2006 and the Electricity (Single Wholesale Market) (Northern Ireland) Order 2007;

"Northern Ireland transmission system" shall have the meaning given to "transmission system" in SONI's System Operator Licence;

"Operating Security Standards" means in respect of a Party, the document prepared from time to time to ensure operating security standards are met as set out in its System

Operator Licence.

"Other Systems Charges" has the meaning given to it in the TSC;

"Parties" means SONI and EirGrid and shall, where the context requires, include a reference to each of them in its capacity as holder of its System Operator Licence and/or in its capacity as holder of its Market Operator Licence and/or in their capacity as SEMO and "Party" shall be construed accordingly;

"Proceedings" means any actions taken in the courts of Ireland or the courts of Northern Ireland or in a legal setting between the Parties.

"Prudent Electric Utility Practice" has the meaning given in the TSC;

"Regulatory Authorities" means the UR and the CRU and **"Regulatory Authority"** shall mean either one of them;

"SEM" means the single wholesale electricity market for the Island of Ireland;

"SEM Committee" or **"SEMC"** means the governing body of the SEM established pursuant to Section 4 of the ERA 1999 and Section 6 of the 2007 Order;

"SEM Generation" has the meaning given in the System Operator Licences;

"SEM legislation" means the Irish SEM legislation and the Northern Ireland SEM legislation;

"SEMO" means the joint market operator function for the single wholesale electricity market for the Island of Ireland as provided for pursuant to the TSC and the Market Operator Licences or the Parties or either of them as the context may require in their respective capacities as holder of a Market Operator Licence;

"SEMOpx" means the Parties acting in their capacity as contractual joint venture participants under the NEMO Business Contractual Joint Venture in compliance with the obligations of the Market Operator Agreement;

"SEMO Business" means the Market Operation Activity of each Party taken together;

"SEMO CJV" means the contractual joint venture agreement entered into by the Parties on 12 June 2008 in relation to the carrying out of the SEMO Business, including any subsequent amendments;

"SOA Force Majeure" means in relation to a Party, any event beyond the reasonable control of that Party and which could not have been reasonably prevented or the consequences of which could not have been prevented by Prudent Electricity Utility Practice and which is not due to the act, error, omission, breach, default or negligence of that Party, its employees, agents or contractors and which has the effect of preventing that Party from complying with all or any of its obligations under this System Operator Agreement and including, without limitation:

(a) acts of terrorism,

(b) war (whether declared or undeclared), blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict;

(c) sabotage or acts of vandalism or criminal damage;

(d) natural disasters and phenomena, including extreme weather or environmental conditions, fire, 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; or

(e) strikes, lockouts or other industrial actions or labour disputes;

"Steering Committee" has the meaning given in Clause 3.3 of this Agreement;

"Synchronous Area Operational Agreement" means the agreement submitted 29 September 2022 as required by Article 118 of Commission Regulation (EU) 2017/1485 of 2 August 2017;

"System Imbalance Flattening Factor" has the meaning given to it in the System Operator Licences;

"System Operator" means the operator of the Northern Ireland transmission system (or SONI) or the operator of the Irish transmission system (or EirGrid) as the case may be;

"System Operator Agreement" or **"SOA"** means this System Operator Agreement including the Recitals and Schedules;

"System Operator Licence" means the licence granted to SONI under Article 10(1)(b) of the Electricity Order 1992 and/or the licence granted to EirGrid under Section 14(1)(e) of ERA 1999 as applicable and "System Operator Licences" shall be construed accordingly;

"Transmission Asset Owner" means NIEN and/or ESB as applicable each in its capacity as the owner of the relevant transmission system;

"transmission system" in respect of a Party, shall have the meaning set out in its System Operator Licence;

"Transmission System Capacity Statement" has the meaning given in SONI's System Operator Licence;

"TSC" or **"Trading and Settlement Code"** means the Single Electricity Market Trading and Settlement Code as designated by the Regulatory Authorities from time to time for the purposes of the Market Operator Licences;

"TSO" means the NI TSO or the Ireland TSO or either of them as the case may be and "**TSOs**" means both of them;

"TSO Business" in respect of a Party, shall mean its Transmission System Operator Business as set out in its System Operator Licences;

"UR" means the Utility Regulator (formerly the Northern Ireland Authority for Utility Regulation) including the committee thereof appointed pursuant to Article 8 of the 2007 Order; and

SCHEDULE 1 - Definitions and Interpretation

Part 2

In this System Operator Agreement:

S.1.2.1 the Recitals and Schedules form part of this System Operator Agreement and shall have the same force and effect as if set out in the body of this System Operator Agreement;

S.1.2.2 the table of contents and headings and sub-headings are for convenience only and shall not affect the construction of this System Operator Agreement;

S.1.2.3 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and references to any gender shall include all other genders. References to any person (which for the purposes of this System Operator Agreement shall include natural persons, bodies corporate, unincorporated associations, partnerships, governments, governmental agencies and departments, statutory bodies or other entities, in each case whether or not having a separate legal personality) shall include the person's successors;

S.1.2.4 "other", "include" and "including" do not connote limitation in any way;

S.1.2.5 references to Recitals, Schedules, clauses and sub-clauses are to (respectively) recitals to, schedules to, and clauses and sub-clauses of, this System Operator Agreement (unless otherwise specified); and references within a Schedule to paragraphs are to paragraphs of that Schedule (unless otherwise specified);

S.1.2.6 references to any treaty, statute, statutory provision, directive of the Council of the European Union (whether issued jointly with any other person or under any other name) or other legislation include a reference to that treaty, statute, statutory provision, directive or legislation as amended, extended, re-enacted, consolidated or replaced from time to time (whether before or after the date of this System Operator Agreement) and include any order, regulation, instrument or other subordinate legislation made under the relevant treaty, statute, statutory provision, directive or legislation;

S.1.2.7 any reference to another agreement, licence or document or any deed or other instrument is to be construed as a reference to that other agreement, licence or document, deed or other instrument as lawfully amended, modified, supplemented, substituted, assigned or novated from time to time; and

S.1.2.8 any reference to "writing" or "written" includes faxes and any legible reproduction of words delivered in permanent and tangible form (and shall unless otherwise agreed or provided for in this System Operator Agreement include e-mail).

SCHEDULE 2 - Relationship between the TSOs and SEMO

S.2.1 TSO-SEMO Interface Obligations

In this Schedule 2 the term **"TSO-SEMO Interface Obligations"** means the obligations to provide information or engage in any other interface imposed by the System Operator Licences and the Market Operator Licences:

(a) on each of the Parties acting as TSO in relation to SEMO, and

(b) on SEMO in relation to either of the Parties acting as TSO.

S.2.2 Current TSO-SEMO Interface Obligations

Each of the Parties acknowledges that the TSO-SEMO Interface Obligations as at the date of this System Operator Agreement are as summarised below and that such obligations are subject to any amendments or variations which may lawfully be made to the relevant provisions of the System Operator Licences and/or the Market Operator Licences and/or other applicable Legal Requirements.

TSO-SEMO Interface Obligations as at the date of this Agreement.

1. *In the case of the TSOs or either of them furnishing to SEMO in such manner and at such times as may be reasonably required, such information as may be reasonably required by SEMO in order for it to carry out its activities under the SEM legislation, TSC and the Market Operator Licences.*

2. *In the case of SEMO furnishing to the TSOs or either of them in such manner and at such times as may be reasonably required, such information as may be reasonably required by the TSOs or either of them in order for it or them to carry out its or their licensed activities under the SEM legislation, TSC and its or their System Operator Licence(s).*

S.2.3 Regulatory Matters

Clause 2.2 and 2.3 of the System Operator Agreement shall apply to TSO-SEMO Interface Obligations mutatis mutandis.

S.2.4 Governance

The provisions of the System Operator Agreement in relation to the Steering Committee shall also apply mutatis mutandis in respect of the arrangements between the Parties whereby they fulfil their respective TSO-SEMO Interface Obligations.

S.2.5 Provision of Information

In relation to exchanges between the TSOs together or separately, on the one hand, and SEMO on the other hand, the TSO(s) shall provide to SEMO, and SEMO shall provide to each or either TSO, or both, such information as it is required by its licence to provide and as the other may reasonably require to enable it to carry its SEMO Business or TSO Business, as the case may be.

S.2.6 Other Provisions

Clauses 5-19 (other than clauses 11.1 and 11.2) of the System Operator Agreement shall apply mutatis mutandis as between the TSOs (or either of them) and SEMO.

SCHEDULE 3A - Generation Outage Planning

S.3A.1 Scope

S.3A.1.1 This Generation Outage Planning Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to Generation Outage Planning.

S.3A.1.2 It sets out in broad terms the arrangements whereby the TSOs shall work together in accordance with their respective licence and Grid Code obligations in relation to Generation Outage Planning.

S.3A.1.3 Developing and enhancing the interface processes and procedures between the TSOs on this issue is an ongoing process and both TSOs shall continue to work together further to develop and maintain such processes and procedures as provided for in clause 11.5 of the SOA.

S.3A.1.4 This Generation Outage Planning Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a Member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.3A.2 Definitions

S.3A.2.1 In this Generation Outage Planning Schedule capitalised words and expressions not defined in the SOA shall have the meanings given in each Grid Code.

S.3A.3 Summary of TSO governance arrangements

S.3A.3.1 The TSOs shall appoint key personnel in the relevant functions in each TSO who shall oversee and manage the interface between the TSOs in relation to joint operational activity, including Generation Outage Planning.

S.3A.3.2 The key personnel (specified in S.3A.3.1) shall manage the process whereby the TSOs will need to coordinate with each other in accordance with their respective licence and Grid Code obligations in relation to Generation Outage Planning. The personnel will be responsible for overseeing the development of specific business processes and procedures considered necessary for this purpose.

S.3A.3.3 The TSOs have appointed operational personnel from each organisation to work together to the extent required to meet the respective licence and Grid Code obligations in relation to Generation Outage Planning.

S.3A.3.4 The TSOs will ensure that personnel appointed to oversee the coordination between the TSOs in relation to Generation Outage Planning comply with the procedural steps set out in this Schedule.

S.3A.3.5 The governance provisions in this Schedule are intended to supplement the general governance provisions between the two TSOs set out in the main body of the SOA, which shall take precedence over the provisions in this Schedule to the extent there is

any inconsistency.

S.3A.4 Generation Outage Planning - Outline of areas of co-ordination

S.3A.4.1 The following outline process between the two TSOs reflects the co-ordination required between them for their respective roles under each Grid Code in relation to Generation Outage Planning.

Medium Term Operational Planning – for Year 1

S.3A.4.2 This process for year 1 starts with generators submitting their proposed Final Outage Programme/Committed Outage Programme for year 1 in accordance with the relevant Grid Code provisions.

S.3A.4.3 The process for the Medium-Term Operational Planning shall follow the Year 1 planning requirements outlined in the TSO Grid Codes. Key personnel in the System Operations function shall ensure that the specific business processes and procedures fulfil these requirements.

S.3A.4.4 The TSOs will continue to liaise with each other where a major issue arises in the preparation of each Final Outage Programme / Committed Outage Programme, to ensure that each TSO is kept fully informed of any material implications for its transmission system.

Short Term Operational Planning – for Year 0

S.3A.4.5 The TSOs will continue to liaise with each other in relation to generator outages on each TSO's transmission system to ensure that each TSO is kept fully informed of any material implications for its transmission system into the Short Term Operational and Planning Phase.

S.3A.4.6 The TSOs will work with one another as appropriate in order to seek to agree any unexpected generator outages in the next fortnight that would lead to a major issue on each other's transmission system having regard to the relevant system requirements in respect of each transmission system.

S.3A.4.7 As the timescales move towards real time the personnel appointed by the TSOs to oversee coordination in relation to scheduling and dispatch will take over in relation to the required interface between the two TSOs.

S.3A.5 General

S.3A.5.1 The TSOs will agree jointly outages of the inter jurisdictional tie lines taking into account the implications for both transmission systems that there will be no margin available across the tie lines.

S.3A.5.2 The System Operators will regularly communicate expected margins and notify each other of significant changes which may impact on margins or the ability to deliver support to the other TSO.

S.3A.5.3 The TSOs will maintain a joint Generation Outage Schedule, which includes actual and expected outages.

S.3A.5.4 The TSOs will send the Final Outage Programmes to the Market Operator to publish as required under the TSC.

SCHEDULE 3B - Transmission Outage Planning

S.3B.1 Scope

S.3B.1.1 This Transmission Outage Planning Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to Transmission Outage Planning.

S.3B.1.2 It sets out in broad terms the arrangements whereby the TSOs shall work together in accordance with their respective licence and Grid Code obligations in relation to Transmission Outage Planning.

S.3B.1.3 Developing and enhancing the interface processes and procedures between the TSOs on this issue is an ongoing process and both TSOs shall continue to work together further to develop and maintain such processes and procedures as provided for in clause 11.5 of the SOA.

S.3B.1.4 This Transmission Outage Planning Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a Member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.3B.2 Definitions

S.3B.2.1 In this Transmission Outage Planning Schedule capitalised words and expressions not defined in the SOA shall have the meanings given in the Grid Code.

S.3B.3 Summary of TSO governance arrangements

S.3B.3.1 The TSOs shall appoint key personnel in the relevant function in each TSO who shall oversee and manage the interface between the TSOs in relation to joint operational activity, including Transmission Outage Planning.

S.3B.3.2 The key personnel (specified in S.3B.3.1) shall manage the process whereby the TSOs will need to coordinate with each other in accordance with their respective licence and Grid Code obligations in relation to Transmission Outage Planning. The personnel will be responsible for overseeing the development of specific business processes and procedures considered necessary for this purpose.

S.3B.3.3 The TSOs have appointed operational personnel from each organisation to work together to the extent required to meet the respective licence and Grid Code obligations in relation to Transmission Outage Planning.

S.3B.3.4 The TSOs will ensure that personnel appointed to oversee the coordination between the TSOs in relation to Transmission Outage Planning comply with the procedural steps set out in this Schedule.

S.3B.3.5 The governance provisions in this Schedule are intended to supplement the general governance provisions between the two TSOs set out in the main body of the SOA, which shall take precedence over the provisions in this Schedule to the extent there is any

inconsistency.

S.3B.4 General

S.3B.4.1 Where any transmission system outage may materially affect the transmission system of the other TSO the TSOs will discuss and where necessary coordinate with each other in order to seek to agree a solution.

S.3B.4.2 Where the operational personnel cannot agree on a solution the matter shall be referred to the key personnel in the System Integrity / System Operations functions for resolution. If the key personnel cannot resolve the matter, then it shall be passed to the Joint Management Committee for final resolution.

S.3B.4.3 The TSOs will send the Transmission Outage Plans to the Market Operator to publish as required under the TSC.

SCHEDULE 4 - Power Systems Planning

S.4.1 Scope

S.4.1.1 This Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to the planning of the Power Systems of Northern Ireland and Ireland.

S.4.1.2 It sets out in broad terms the arrangements whereby the TSOs shall work together in accordance with their respective licence and regulatory obligations in relation to Power Systems planning. The information shared between the TSOs in relation to the planning for the Power Systems of Northern Ireland and Ireland will be used in the production of:

Licence or Regulatory Publication Obligation
• SONI's Transmission System Capacity Statement [1]
• EirGrid's Transmission Forecast Statement [1]
• SONI's National Resource Adequacy Assessment [2]
• EirGrid's National Resource Adequacy Assessment [2]
• SONI's Transmission Development Plan Northern Ireland
• EirGrid's Transmission Development Plan
• SONI's Transmission and Distribution System Security and Planning Standards
• EirGrid's Transmission System Security and Planning Standards
• SONI's Operating Security Standards
• EirGrid's Operating Security Standards
• SONI's Flexibility Needs Assessment
• EirGrid's Flexibility Needs Assessment
• SONI's Seasonal Adequacy Assessments (Winter & Summer Outlooks)
• EirGrid's Seasonal Adequacy Assessments (Winter & Summer Outlooks)

S.4.1.3 SONI and EirGrid agree as TSOs that they will co-ordinate and consult with each other in relation to the production and any revision of the documents listed at S.4.1.2 above.

S.4.1.4 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

[1] At time of drafting this schedule, these publications are completed jointly by both TSOs and is published under the name *All-Island Ten-Year Transmission Forecast Statement.*

[2] At time of drafting this schedule, these publications are completed jointly by both TSOs and is published under the name *All-Island Resource Adequacy Assessment*.

S.4.2 Summary of TSO governance arrangements

S.4.2.1 The TSOs shall appoint key personnel from each organisation who are responsible for the development, management and oversight of the interface between the parties in relation to the planning of the Power Systems of Ireland and Northern Ireland. These key personnel will be responsible for overseeing the development of specific business processes and procedures considered necessary for ensuring the TSOs coordinate and consult in accordance with their respective licence and regulatory obligations. Each TSO will ensure they provide appropriate consultation as required in licence and statutory obligations for the production of the documents listed at S.4.1.2 above and planning of the Power Systems of Northern Ireland and Ireland.

S.4.2.2 The key personnel appointed by each TSO shall coordinate with the Joint Management Committee on a quarterly basis on the oversight, management and performance of the interface between the TSOs in relation to the planning of the Power Systems of Northern Ireland and Ireland.

S.4.2.3 The TSOs shall appoint operational personnel from each organisation to work together to the extent required to meet the respective licence and statutory obligations in relation to planning of the Power Systems of Northern Ireland and Ireland.

S.4.2.4 The TSOs will ensure that personnel appointed to oversee the coordination between the TSOs in relation to planning of the Power Systems of Northern Ireland and Ireland comply with the procedural steps set out in this Schedule.

S.4.2.5 The governance provisions in this Schedule are intended to supplement the general governance provisions between the two TSOs set out in the main body of the SOA, which shall take precedence over the provisions in this Schedule to the extent there is any inconsistency.

S.4.3 Outline of areas of coordination

S.4.3.1 The TSOs will cooperate with each other in relation to the exchange of planning data and production of outputs noted in S.4.1.2, as may be required under statutory or licence obligations in respect of the planning of the Power Systems of Northern Ireland and Ireland.

S.4.3.2 The TSOs will coordinate and or consult with each other as appropriate in respect of the following but not limited to:

- Provision and updating of planning data as required
- Development of appropriate planning methodologies as required
- Development of planning model assumptions and scenario development as required
- Determination of modelling inputs as appropriate and required
- Development and updating of planning models as required

S.4.3.3 The TSOs will coordinate in respect of any network issues caused by any potential contravention of planning or security standards, constraints or asset condition.

S.4.3.4 The TSOs will consult regularly through the appointed key personnel in order to coordinate with each other on planning issues and to ensure that the TSOs can comply with their

respective licence and statutory obligations in respect of planning of the Power Systems of Northern Ireland and Ireland.

S.4.4 Sharing and Exchange of Data required for Power Systems Planning

S.4.4.1 As part of the coordination and consultation between the TSOs, the key appointed personnel are required to provide notice of the expected data, information or outputs that will be required to be exchanged or shared between the TSOs. This notice should include the requirements of the data, information or outputs and the associated timeframes.

S.4.4.2 For subsequent or additional requirements for data, information or output post the initial notification, the requesting TSO will provide an additional notification, with reasonable notice, stating the requirements of this additional data and timeframe requirements.

S.4.4.3 Each TSO must provide sufficient planning data in the required timeframes as defined in the processes and procedures to enable it to comply with its licence requirements and statutory requirements, including in relation to interfacing with the other TSO in respect of planning.

S.4.4.4 The TSOs shall coordinate with each other to share and exchange the required information, data or output for planning of the Power Systems of Ireland and Northern Ireland. Specific data that will be required for planning and shall be exchanged between the TSOs will include network, generation and user data. The TSOs will ensure that any information, data or output that is shared is in the appropriate format, to the appropriate standard, in a timely basis.

S.4.4.5 The TSOs shall exchange this information, data or output through an agreed data exchange mechanism with the appropriate data sharing governance applied by the responsible TSO.

SCHEDULE 5 - Applications for Connections

S.5.1 Scope

S.5.1.1 This Schedule sets out, in accordance with their respective statutory and licence obligations, the key principles and arrangements for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to applications for connections to the transmission system in one TSO's jurisdiction but where the connecting party's facility is geographically located in the other TSO's jurisdiction, or where a connection to one transmission system necessitates network reinforcements to the other transmission system.

S.5.1.2 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a Member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.5.2 Summary of TSO governance arrangements

S.5.2.1 The TSOs shall appoint personnel from each organisation to work together to the extent required to meet the respective licence and statutory obligations in relation to applications for connection to the other transmission system.

S.5.2.2 The TSOs will ensure that personnel appointed to oversee the coordination between the TSOs in relation to applications for connections to the other transmission system comply with the procedural steps set out in this Schedule.

S.5.3 Outline of areas of co-ordination

S.5.3.1 Each TSO shall on receipt of a request from the other TSO insofar as any matter is within the TSO's control, ensure that the other TSO can fulfil the conditions of its System Operator Licence and/or its statutory requirements in relation to applications for connection to the other transmission system or modification to an existing connection to the other transmission system.

S.5.3.2 Where it receives an application for a connection to its transmission system or any relevant applications from a distribution system operator notified to it for connection which could potentially impact on the other TSO, each TSO shall inform the other TSO and provide such information as is necessary for the other TSO to assess the potential impact on its transmission system.

S.5.3.3 Where it is considered by either TSO that an application for connection may impact on the transmission system of the other TSO, each TSO shall co-operate with the other TSO in relation to the provision of information, carrying out of any system studies, testing or works, or arranging to have carried out such works, in relation to any extension or reinforcement of the other TSO's transmission system rendered necessary or appropriate by reason of such connection.

S.5.3.4 Where necessary given the nature of any connection, the TSOs will co-operate with one another, including in relation to the provision of offers to the other TSO making provisions for the carrying out of works, including any extension or reinforcement, to the transmission system necessary to enable any connection or modification and the obtaining of any consents.

S.5.3.5 The TSOs will develop more detailed business processes which will set out in more detail the manner in which the TSOs will co-ordinate with each other in relation to connections to the two transmission systems.

S.5.4 Data Exchange

S.5.4.1 The TSOs shall coordinate with each other to share and exchange the required information, data or output to facilitate the connection to the other transmission system or data required to assess the impact on the other transmission system as required. The TSOs will ensure that any information, data or output that is shared is in the appropriate format, to the appropriate standard, in a timely basis.

S.5.4.2 The TSOs shall exchange this information, data or output through an agreed data exchange mechanism with the appropriate data sharing governance applied by the responsible TSO.

SCHEDULE 6 - Determination of G-TUOS Tariffs

S.6.1 Scope

S.6.1.1 This Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to the determination of generator transmission use of system tariffs.

S.6.1.2 It sets out in broad terms the arrangements whereby the TSOs shall work together in accordance with their respective statutory and licence obligations in relation to the determination of generator transmission use of system tariffs.

S.6.1.3 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a Member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.6.2 Summary of TSO governance arrangements

S.6.2.1 The TSOs shall appoint key personnel from each organisation who are responsible for development, oversight and management of the interface between the TSOs in relation to the determination of generator transmission use of system tariffs. These key personnel shall manage the process whereby the TSOs will need to coordinate with each other in accordance with their respective obligations in relation to the determination of generator transmission use of system tariffs and shall be responsible for overseeing the development of specific business processes and procedures considered necessary for this purpose.

S.6.2.2 The appointed key personnel shall coordinate to review these specific business processes and procedures on a once yearly basis, or as instructed by the Regulatory Authorities or Joint Management Committee, to ensure adherence to the licence and statutory interface obligations in respect of the determination of generator transmission use of system tariffs.

S.6.2.3 The appointed key personnel for each TSO shall coordinate with the Joint Management Committee on a quarterly basis on the oversight and management of the interface between the TSOs in relation to the determination of generator transmission use of system tariffs.

S.6.2.4 The appointed key personnel for each TSO shall coordinate with the Joint Management Committee to ensure that the methodology and determination of generator transmission use of system tariffs are approved under the respective appropriate approval processes of each TSO.

S.6.2.5 The TSOs shall appoint personnel from each organisation to work together to the extent required to meet the respective licence and statutory obligations in relation to the determination of transmission use of system tariffs.

S.6.2.6 The TSOs will ensure that personnel appointed to oversee the coordination between the TSOs in relation to the determination of generator transmission use of system tariffs comply with the procedural steps set out in this Schedule.

S.6.2.7 The governance provisions in this Schedule are intended to supplement the general governance provisions between the two TSOs set out in the main body of the SOA, which shall take precedence over the provisions in this Schedule to the extent there is any inconsistency.

S.6.3 Outline of areas of coordination

S.6.3.1 The TSOs shall co-operate with one another to prepare and obtain the approval of the Regulatory Authorities for a statement setting out the basis on which Users will be charged for use of the transmission system in their respective jurisdictions.

S.6.3.2 **Annual Process**: The Annual Generator TUoS Tariffs Business Process is a process that provides for the annual development of generator tariffs to apply across the Island and for application by the System Operators for approval of the tariffs by the Regulatory Authorities.

S.6.3.3 **Within Year Process:** The Within Year TUoS Tariffs Business Process is an event driven process that ensures that as a new generator is coming on the system that a TUoS tariff has been derived for the generator and provided to TSO billing and settlement and is ready for application in billing. The process also provides for the calculation of a tariff in circumstances where a generator was not anticipated in the annual process and no tariff exists for the generator.

S.6.3.4 **Annual Process:** The Annual Generator TUoS Tariffs Business Process is being aligned to a harmonised regulatory approval period of 1st October to 30th September in accord with the joint Regulatory Authority determination in respect of the tariff year. The process is complete upon the approval of final tariffs by the Regulatory Authorities and the provision of approved values to TSO billing and settlement.

S.6.3.5 **Within Year Process**: The Within Year Generator TUoS Tariffs Business Process begins with a triggering event that advises of a new generator connecting to the system. The triggering event may come from a number of sources but in the final instance will come from SEMO customer services as part of the new participant/unit registration process and the process is complete when a tariff for the generator has been calculated.

S.6.3.6 **Business Objective**: Locational Generator TUoS Tariffs are part of integral locational price signals that are intended to provide incentives to generators to select locations that are more optimal from a transmission system standpoint. The tariffs should therefore seek to fairly reflect the costs imposed on the system resulting from their locational decision.

S.6.3.7 **Process Impact:** It is most important from a process standpoint to meet the business objective that tariffs are produced in a timely manner based on an approach that is applied in a consistent, fair, transparent and non-discriminatory manner. Critical to this is the application of the tariff methodology which is determined through regulatory processes and approved by the Regulatory Authorities.

S.6.3.8 The TSOs will coordinate with each other in order to enable each to publish a statement of charges setting out the basis on which charges will be made for use of the transmission networks in Northern Ireland and Ireland such that each TSO can comply with its respective licence obligations.

S.6.4 Sharing and Exchange of Data required to calculate TUoS Tariffs

S.6.4.1 As part of the coordination and consultation between the TSOs, the key appointed personnel are required to provide notice of the expected data, information or outputs that will be required to be exchanged or shared between the TSOs. This notice should include the requirements of the data, information or outputs and the associated timeframes.

S.6.4.2 For subsequent or additional requirements for data, information or output post the initial notification, the requesting TSO will provide an additional notification, with reasonable notice, stating the requirements of this additional data and timeframe requirements.

S.6.4.3 The TSOs shall coordinate with each other to share and exchange the required information, data or output for determination of generator transmission use of system tariffs. This will specifically include the network costing and revenue recovery data. The TSOs will ensure that any information, data or output that is shared is in the appropriate format, to the appropriate standard, in a timely basis.

S.6.4.4 The TSOs shall exchange this information, data or output through an agreed data exchange mechanism with the appropriate data sharing governance applied by the responsible TSO.

SCHEDULE 7 - Revenue Transfer between System Operators

S.7.1 Scope

S.7.1.1 This Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to the transfer of revenue for specified TSO requirements between the TSOs.

S.7.1.2 It sets out in broad terms the arrangements whereby the parties shall work together in accordance with their respective licence obligations in relation to the transfer of revenue between the TSOs.

S.7.1.3 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a Member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.7.2 Summary of Governance arrangements

S.7.2.1 EirGrid and SONI have appointed appropriate directors which shall oversee and manage the interface between the TSOs in relation to the transfer of revenue between the System Operators.

S.7.2.2 The appointed directors of each TSO shall manage and maintain the process whereby the TSOs coordinate with each other in accordance with their respective licence obligations in relation to the transfer of revenue between them. The appointed directors shall be responsible for overseeing the development of specific business processes and procedures considered necessary for this purpose.

S.7.2.3 The appointed directors for each TSO shall coordinate with the Joint Management Committee on a quarterly basis on the oversight and management of the interface between the TSOs in relation to the transfer of revenue between the System Operators.

S.7.2.4 Each TSO shall appoint personnel from each organisation to work together to the extent required to meet the respective licence and statutory obligations in relation to the oversight of the appropriate sharing of costs and transfer of revenue between TSOs.

S.7.2.5 Each TSO will ensure that personnel appointed to oversee the coordination between the TSOs in relation to transfer of revenue comply with the procedural steps set out in this Schedule.

S.7.2.6 The governance provisions in this Schedule are intended to supplement the general governance provisions between the two TSOs set out in the main body of the SOA, which shall take precedence over the provisions in this Schedule to the extent there is any inconsistency.

S.7.3 Outline of areas of co-ordination

S.7.3.1 The appointed directors will set out both the basis for and means of the transfer of revenues between the two TSOs and TSOs with SEMO in respect of carrying out their respective statutory and licence obligations.

S.7.3.2 The basis for the transfer of revenue will be determined by the TSOs with appropriate input from the Regulatory Authorities from time to time but will include:

S.7.3.2.1 Charges, to the extent appropriate, for the cost recovery associated with the provision of Management and Personnel Resources between the TSOs in respect of any approved and active Derogations. Such charges shall reflect the proportionate allocation of time, effort, and associated costs incurred in the performance of duties or the provision of services on behalf of the other TSO, as defined in the Utility Regulator approved Derogation Application per SONI TSO Licence Condition 42.

S.7.3.2.2 An appropriate transfer in respect of Generator Transmission Use of System tariffs recovered on an All-Island basis in accordance with any regulatory determination in respect of the model applying to same, or in the absence of such a determination, in accordance with any agreement reached between the TSOs in the determination for submission of their respective Statements of Charges for Transmission Use of System in either jurisdiction.

S.7.3.2.3 Charges, to the extent appropriate, for cost recovery of Joint Project Costs between the TSOs, SEMO, SEMOpx for All-Island projects as directed by the Regulatory Authorities or the SEM Committee.

S.7.3.2.4 Charges, to the extent appropriate, for cost recovery of SEM-related charges in the agreed specified proportion between the TSOs in respect of applicable interconnector services costs recovered by either TSO in their respective jurisdiction.

S.7.3.2.5 Charges, to the extent appropriate, for the procurement and provision of system services as detailed in the System Services Code developed and administered by the TSOs.

S.7.3.2.6 Charges, to the extent appropriate, in respect of the provision and use of shared IT services between SEMO and the TSOs, which shall be determined according to the agreed charging model between EirGrid and SONI.

S.7.3.2.7 Any such other matters as shall be determined by the TSOs.

S.7.3.3 The means for the invoicing and receipt of payments and the transfer of monies shall be in accordance with the relevant business processes as agreed by the TSOs from time to time.

SCHEDULE 8 - Calculation of Transmission Loss Adjustment Factors

S.8.1 Scope

S.8.1.1 This Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs in Northern Ireland and the Ireland respectively in relation to the calculation of transmission loss adjustment factors (**"TLAFs"**).

S.8.1.2 It sets out in broad terms the arrangements whereby the TSOs shall work together in accordance with their respective statutory, licence and Trading and Settlement Code obligations in relation to the calculation and submission of transmission loss adjustment factors.

S.8.1.3 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a Member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.8.2 Summary of TSO governance arrangements

S.8.2.1 The TSOs shall appoint key personnel from each organisation who are responsible for development, oversight and management of the interface between the parties in relation to the calculation of TLAFs. These personnel shall manage the process whereby the TSOs will need to coordinate with each other in accordance with their respective obligations in relation to the calculation of transmission loss adjustment factors and shall be responsible for overseeing the development of specific business processes and procedures considered necessary for this purpose.

S.8.2.2 The appointed key personnel shall coordinate to review these specific business processes and procedures on a once yearly basis, or as instructed by the Regulatory Authorities or Joint Management Committee, to ensure adherence to the licence and statutory interface obligations in respect of the calculation of TLAFs.

S.8.2.3 The key personnel appointed by each TSO shall for coordinate with the Joint Management Committee on a quarterly basis to monitor and report on the oversight and management of the interface between the TSOs in relation to the calculation of TLAFs.

S.8.2.4 The appointed key personnel for each TSO shall coordinate with the Joint Management Committee to ensure that the methodology and calculation of TLAFs are approved under the respective appropriate approval processes of each TSO.

S.8.2.5 The TSOs shall appoint personnel from each TSO to work together to the extent required to meet the respective licence and statutory obligations in relation to the calculation of TLAFs.

S.8.2.6 The TSOs will ensure that personnel appointed to oversee the coordination between the TSOs in relation to the calculation of transmission loss adjustment factors comply with the procedural steps set out in this Schedule.

S.8.2.7 The governance provisions in this Schedule are intended to supplement the general governance provisions between the two TSOs set out in the main body of the SOA, which shall take precedence over the provisions in this Schedule to the extent there is any inconsistency.

S.8.3 Outline of areas of co-ordination

S.8.3.1 **Annual Process:** The Annual TLAF Business Process is a process that provides for the development of annual TLAFs to apply across the Island of Ireland and for application by the System Operators for approval of the TLAFs by the Regulatory Authorities. It will enable the TSOs to co-operate in order to calculate and submit TLAFs for each generator unit that is connected within its Jurisdiction in order to comply with the obligations in the Trading and Settlement Code.

S.8.3.2 **Within Year Process:** The Within Year TLAF Business Process is an event driven process that ensures that as a new generator is being connected to the system that TLAFs are derived for the generator and have been provided to SEMO Settlement Operations and are ready for application in market settlement. The process also provides for the calculation of TLAFs in circumstances where a generator was not anticipated in the annual process and no TLAFs exist for the generator.

S.8.3.3 Both business processes have been developed by the operational personnel appointed by the TSOs under this Schedule and approved by each TSO through their respective approval processes.

S.8.4 Sharing and Exchange of Data required to calculate TLAFs

S.8.4.1 As part of the coordination and consultation between the TSOs, the key appointed personnel are required to provide notice of the expected data, information or outputs that will be required to be exchanged or shared between the TSOs. This notice should include the requirements of the data, information or outputs and the associated timeframes.

S.8.4.2 For subsequent or additional requirements for data, information or output post the initial notification, the requesting TSO will provide an additional notification, with reasonable notice, stating the requirements of this additional data and timeframe requirements.

S.8.4.3 The TSOs shall coordinate with each other to share and exchange the required information, data or output for calculation of TLAFs. The TSOs will ensure that any information, data or output that is shared is in the appropriate format, to the appropriate standard, in a timely basis.

S.8.4.4 The TSOs shall exchange this information, data or output through an agreed data exchange mechanism with the appropriate data sharing governance applied by the responsible TSO.

SCHEDULE 9 - Grid Code Governance Schedule

S.9.1 Scope

S.9.1.1 This Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to governance arrangements for the Sections Under Common Governance and other Grid Code sections in EirGrid and SONI's Grid Codes that may affect the SEM. It sets out in broad terms the manner in which both parties shall work together to meet their respective licence and Trading and Settlement Code obligations in relation to their respective Grid Codes.

S.9.1.2 Developing the interface business processes and procedures between the TSOs is an ongoing process and both parties shall continue to work together further to develop such processes and procedures as provided for in this schedule.

S.9.1.3 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.9.1.4 Each Grid Code continues to be subject to the approval process of the current relevant Regulatory Authority.

S.9.2 Definitions

In this Schedule the following words and expressions shall have the following meanings:

Clause shall have the same meaning as the term Paragraph with respect to the SONI Grid Code and the same meaning as the term Clause with respect to the EirGrid Grid Code;

EirGrid Grid Code shall mean the code prepared by the EirGrid pursuant to section 33 of the Electricity Regulation Act 1999 and approved by the Commission for Regulation of Utilities (CRU) as amended from time to time;

Joint Grid Code Review Panel shall mean the panel referred to in paragraph 4 of this schedule;

SONI Grid Code Review Panel shall mean the panel with the functions set out in GC.6 of the SONI Grid Code;

EirGrid Grid Code Review Panel shall mean the panel with the functions set out in GC.5 of the EirGrid Grid Code;

Sections Under Common Governance shall have the meaning given to it in paragraph S.9.3.1 of this schedule;

SONI Grid Code shall mean the code prepared by SONI in accordance with its licence to participate in the transmission of electricity as amended from time to time;

User shall mean a User as defined in the relevant Grid Code.

S.9.3 Summary of TSO governance arrangements

S.9.3.1 Each Grid Code shall continue to exist and be managed separately by SONI or EirGrid as appropriate. Certain sections of the SONI Grid Code and the EirGrid Grid Code have been aligned so that, in as far as reasonably practical, those sections are the same. Users of such sections shall have, in so far as possible, a common set of requirements and management of such sections shall be undertaken jointly by SONI and EirGrid. Such sections are known as **"Sections Under Common Governance"**. The Sections Under Common Governance shall include the Scheduling and Dispatch Code No. 1 and the Scheduling and Dispatch Code No. 2.

S.9.3.2 Specific provisions in other sections of each Grid Code have been amended to allow for the effective operation of the Sections Under Common Governance.

S.9.3.3 The TSOs shall endeavour to ensure that a User of its Grid Code can easily identify those sections of that Grid Code which are the Sections Under Common Governance.

S.9.3.4 EirGrid and SONI shall establish a Grid Code Governance Committee consisting of key personnel from each organisation which shall oversee and manage the interface between both parties in relation to the Sections Under Common Governance of the Grid Code and any changes to the Grid Code affect the operation of the SEM.

S.9.3.5 The Grid Code Governance Committee shall ensure that both parties work together to meet their respective licence and Trading and Settlement Code obligations in relation to the Sections Under Common Governance and Grid Code conditions that affect the operation of the SEM. The Grid Code Governance Committee shall coordinate with the respective personnel in each TSO in overseeing the development of specific business processes and procedures considered necessary.

S.9.4 Outline of areas of co-ordination

S.9.4.1 Governance of modification proposals to Sections Under Common Governance

S.9.4.1.1 Following the introduction of the SEM the TSOs shall jointly manage modifications to the Sections Under Common Governance of the Grid Codes.

S.9.4.1.2 The TSOs shall work together to ensure that any modifications to other parts of their respective Grid Codes do not adversely affect the operation of the Sections Under Common Governance or the SEM.

S.9.4.1.3 ***EirGrid Domestic Process:***

The *Grid Code Review Panel* (GCRP) in Ireland discusses proposed modifications to the EirGrid Grid Code. Any panel member can bring a modification proposal to the panel. Following discussion at the meeting, the GCRP members determine if the Grid Code modification proposal is to be recommended for approval by the CRU. Following this recommendation, EirGrid submit a recommendation paper to the CRU seeking their approval to modify the Code. In its request to CRU, EirGrid makes known any comments made by the GCRP or any Users. Under the terms of the Grid Code EirGrid is also required to publish recommendation papers on the EirGrid website. This gives Users an opportunity to make direct representation to the CRU if they so wish.

S.9.4.1.4 ***SONI Domestic Process:***

In Northern Ireland, any User can raise a modification proposal with SONI, and changes must be discussed in the GCRP before they can be consulted upon by SONI. SONI undertakes the consultation, prepares a report to UR, having first sought to obtain unanimity. If there are outstanding objections, these must be included in SONI's report. UR either approves or does not approve – if there are outstanding objections it can carry out a consultation itself and then decide on the change.

S.9.4.1.5 ***Joint Grid Code Review Panel:***

The Joint Grid Code Review Panel shall be a standing body comprising all members of the EirGrid Grid Code Review Panel and the SONI Grid Code Review Panel, as defined in the Joint Grid Code Review Panel Constitution. The Joint Grid Code Review Panel shall have the following functions as defined in its Constitution:

(a) keep the Sections Under Common Governance and their operation under review;

(b) review all suggestions for amendments to the Sections Under Common Governance which the relevant Regulatory Authority or any Member may submit to SONI or EirGrid for consideration by the Joint Grid Code Review Panel from time to time;

(c) consider what changes are necessary to the Sections Under Common Governance arising out of any unforeseen circumstances referred to it by EirGrid pursuant to the EirGrid Grid Code or SONI pursuant to the SONI Grid Code;

(d) discuss and identify whether any further areas or sections of common interest within the SONI Grid Code or EirGrid Grid Code require associated modifications; and

(e) report to the Regulatory Authorities on any matters arising pursuant to (e) above and make suggestions as to any modifications required to the SONI Grid Code or EirGrid Grid Code to affect the necessary harmonisation.

The establishment of the Joint Grid Code Review Panel and its functions as stated above shall be reflected in each of the General Conditions of both the EirGrid Grid Code and the SONI Grid Code.

S.9.4.1.6 SONI and EirGrid shall draw up a Joint Grid Code Review Panel Constitution in consultation with the existing GCRP members in their respective jurisdictions and then ensure it is approved by the Regulatory Authorities. The Joint Grid Code Review Panel shall be governed by this Joint Grid Code Review Panel Constitution.

S.9.4.1.7 A Joint Grid Code Review Panel meeting may also be held when deemed necessary by either SONI or EirGrid and at any event at least once in each two-year period.

S.9.4.1.8 A quorum is achieved at the Joint Grid Code Review Panel, if eight Members of the EirGrid Grid Code Review Panel and eight Members of the SONI Grid Code Review Panel present in person or by their alternates or in accordance with other relevant provisions of the constitutions of the SONI or EirGrid Grid Code Review Panels shall constitute a quorum, providing that representatives of both TSOs and both Regulatory Authorities are attending the meeting.

S.9.4.1.9 Each meeting shall be chaired and minuted by either EirGrid or SONI on a rotating basis and the location of the meeting shall be decided by the chairman of that meeting.

S.9.4.1.10 The SONI Grid Code Review Panel and EirGrid Grid Code Review Panel meetings may be held separately immediately following the Joint Grid Code Review Panel meeting to discuss any consequential modifications arising from any modifications to Sections Under Common Governance and/or any usual modification proposals to other sections of the relevant Grid Code. Such meetings may also take place on another date.

S.9.4.1.11 Any modification to a Section Under Common Governance shall be carried out as follows:

(a) If a User of either Grid Code makes a proposal to the relevant TSO regarding a modification to the Grid Code, or either TSO identifies a possible Grid Code modification and such modification proposal relates to a Section Under Common Governance, the relevant TSO shall notify the other TSO.

(b) Both TSOs shall discuss any modification proposals for the Sections Under Common Governance.

(c) The modification proposal will be discussed at the next Joint Grid Code Review Panel Meeting. If a Joint Grid Code Review Panel Meeting is not planned, then a Joint Grid Code Review Panel meeting shall be called to discuss the modification proposal if deemed appropriate by either TSO.

(d) If the TSOs do not consider the modification proposal to be appropriate, the relevant TSO shall give reasons for the decision, and the modification proposal will not progress to a Joint Grid Code Review Panel meeting.

(e) If the User is not satisfied with the decision by a TSO not to hold a Joint Grid Code Review Panel meeting, then the User can approach the relevant Regulatory Authority with the proposal and that Regulatory Authority may decide it is appropriate for the proposed modification to be discussed at a Joint Grid Code Review Panel meeting.

(f) If a meeting is considered appropriate by either TSO or Regulatory Authority, the Joint Grid Code Review Panel shall meet to consider the proposed modification in accordance with the Joint Grid Code Review Panel Constitution.

(g) Any modification proposals progressed in accordance with the Joint Grid Code Review Panel Constitution shall be implemented by SONI and EirGrid pursuant to the provisions governing modifications to the SONI Grid Code or the EirGrid Grid Code as appropriate.

(h) All comments received by either TSO in relation to any consultation held on modifications to the Sections Under Common Governance shall be passed to the other TSO as soon as reasonably practical.

(i) The TSOs shall submit to the relevant Regulatory Authority reports containing the respective modification proposals to the Sections Under Common Governance. Such modification proposals shall not be implemented by the TSOs unless a joint decision approving such modification proposal has been made by both Regulatory Authorities.

(j) If approval for a modification to a Section Under Common Governance is granted by the Regulatory Authorities, the TSOs shall implement any modifications in a way that ensures that modifications to the Grid Codes take effect at the same time.

S.9.4.1.12 Both TSOs shall monitor and review the operation of the Joint Grid Code Review Panel. If, in the opinion of either TSO, there is a more appropriate method of considering modifications to Sections Under Common Governance, that TSO may propose an alternative method and if agreed upon by the other TSO, the alternative method may be implemented

S.9.4.2 Grid Code Clarification Requests Relating to Sections Under Common Governance

(a) If a User requires a clarification or guidance on any provision that is part of a Section Under Common Governance, they shall in the first instance contact their relevant TSO for a clarification. That TSO shall, in relation to the query raised by the User, liaise with the other TSO as soon as practicable and the other TSO shall respond in a timely manner.

(b) If further clarification is required, the User may request that it be raised for discussion at the next Joint Grid Code Review Panel meeting where appropriate.

S.9.4.3 Grid Code Derogations

(a) The existing procedures for derogation applications shall remain the same for each Grid Code.

(b) The relevant TSO shall liaise with the other TSO if it considers that a derogation request may have an impact on the operations of the other system operator or the operations of the SEM. If the other TSO has raised an issue on the derogation request, the relevant TSO will then consider the points raised, and these points will be considered in any assessment or discussion with the relevant Regulatory Authority.

S.9.5 Communication between TSOs

The primary means of communication between the TSOs to address issues concerning the Sections Under Common Governance is through the Grid Code Governance Committee. Regular meetings (both formal and informal) and conference calls will be used by EirGrid and SONI to share information and to make appropriate decisions. Where necessary the Joint Management Committee may discuss a topic relevant to the management of the Sections Under Common Governance.

SCHEDULE 10 - Grid Code Referenced Interactions

S.10.1 Scope

S.10.1.1 This Schedule sets out the key areas in the respective Grid Codes where SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively are required to interface with one another.

S.10.1.2 Developing and enhancing the interface processes and procedures between the TSOs on this issue is an ongoing process and both parties shall continue to work together further to develop and maintain such processes and procedures as provided for in clause 11.4 of the SOA.

S.10.1.3 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.10.2 Summary of TSO governance arrangements

S.10.2.1 The TSOs shall appoint key personnel from each organisation to oversee and manage the respective Grid Code referenced interfaces between the TSOs.

S.10.2.2 The TSOs shall appoint operational personnel from each organisation to work together to the extent required to meet the respective Grid Code obligations.

S.10.2.3 The governance provisions in this Schedule are intended to supplement the general governance provisions between the two TSOs set out in the main body of the SOA, which shall take precedence over the provisions in this Schedule to the extent there is any inconsistency.

S.10.3 Outline of areas of Grid Code Interactions

S.10.3.1 There are a number of areas in the respective Grid Codes that require the TSOs to interact or exchange information with each other and which are not covered elsewhere in the SOA. These interactions shall be carried out subject to Clauses 4 (Provision of Information) & 7 (Confidentiality).

S.10.3.2 In relation to each Grid Code, where there is an obligation on either TSO to interact or exchange information with the other TSO the TSOs will co-operate with one another to ensure that they can each comply with any such obligation.

S.10.3.3 Where the TSOs consider it appropriate specific business processes will be developed in relation to the interaction between them on Grid Code matters.

SCHEDULE 11 - Inter Jurisdictional Procedures

S.11.1 Scope

S.11.1.1 This Schedule sets out the key principles for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to inter jurisdictional procedures.

S.11.1.2 It is to be considered in the context of the Synchronous Area Operational Agreement.

S.11.1.3 It sets out in broad terms the principles whereby the parties shall work together in accordance with their respective licences and statutory obligations in relation to inter jurisdictional procedures.

S.11.1.4 Developing and enhancing the interface processes and procedures between the TSOs on this matter is an ongoing process and both parties shall continue to work together further to develop and maintain such processes and procedures as provided for in clause 11.4 of the SOA.

S.11.1.5 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.11.2 Summary of TSO governance arrangements

S.11.2.1 The parties have established a System Operation Committee consisting of key personnel from each organisation which shall oversee and manage the interface between the parties in relation to inter jurisdictional procedures.

S.11.2.2 The System Operation Committee shall manage the process whereby both parties work together in accordance with their respective licence obligations in relation to inter jurisdictional procedures and shall be responsible for overseeing the development of specific business processes and procedures considered necessary for this purpose.

S.11.2.3 The System Operation Committee will appoint operational personnel from each TSO to work together to the extent required to meet the respective licence and Grid Code obligations in relation to inter jurisdictional procedures.

S.11.2.4 SONI and EirGrid may agree that another committee of the Joint Management Committee shall oversee and manage the interface between the Parties in relation to some inter-jurisdictional procedures (the "**relevant procedures**"). In the event that they do so, references in this Schedule to the System Operator Committee shall be deemed to include a reference to that other committee in so far as the Schedule relates to the relevant procedures.

S.11.3 Outline of areas of co-ordination

S.11.3.1 The provisions of the operating arrangements for the inter jurisdictional tie lines apply between the TSOs in both jurisdictions and relate to the inter jurisdictional operational procedure instructions for the operation of:

Letterkenny-Strabane 110 kV tie line
Corraclassy-Enniskillen 110 kV tie line
Louth-Tandragee 275 kV tie lines

S.11.3.2 The TSOs will from time to time through the System Operation Committee continue to develop and update the operating arrangements between them in relation to the inter-

jurisdictional tie lines.

S.11.3.3 To the extent required to ensure the safe and efficient operation of the inter jurisdictional tie lines each TSO shall maintain the appropriate arrangements between it and the relevant Transmission Asset Owner of its transmission system.

SCHEDULE 12 - Scheduling & Dispatch

S.12.1 Scope

S.12.1.1 This Schedule sets out the key principles and arrangements between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to the scheduling and dispatch of, centrally dispatched generation, controllable power park modules including wind and solar generation, and demand side units (collectively known as ”SEM Generation”).

S.12.1.2 It is to be considered in the context of:

- The Synchronous Area Operational Agreement
- the Load Frequency Control Block Operational Agreement (LFCBOA)
- and the Load Frequency Control Area Operational Agreement (LFCAOA)

S.12.1.3 It sets out in broad terms the arrangements whereby the TSOs shall work together in accordance with their respective licences and Grid Code obligations in relation to the scheduling and dispatch of SEM Generation.

S.12.1.4 Developing and enhancing the processes and procedures between the TSOs on this issue is an ongoing process and both parties shall continue to work together further to develop and maintain such processes and procedures as provided for in clause 11.4 of the SOA.

S.12.1.5 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.12.1.6 Supplementary emergency co-ordination and risk preparedness actions are set out in Schedule 17.

S.12.2 Summary of TSO governance arrangements

S.12.2.1 The TSOs have established a System Operation Committee consisting of key personnel from each organisation which shall oversee and manage the processes and procedures between the parties in relation to the scheduling and dispatch of SEM Generation.

S.12.2.2 The TSOs have appointed operational personnel from each organisation to work together to the extent required to meet the respective licences and Grid Code obligations in relation to the scheduling and dispatch of SEM Generation.

S.12.2.3 The TSOs will ensure that personnel appointed to oversee the coordination between the TSOs in relation to scheduling and dispatch comply with the procedural steps set out in this Schedule.

S.12.2.4 The governance provisions in this Schedule are intended to supplement the general governance provisions between the two TSOs set out in the main body of the SOA, which shall take precedence over the provisions in this Schedule to the extent there is any inconsistency.

S.12.3 Outline of areas of co-ordination

S.12.3.1 The TSOs will liaise with each other in respect of the scheduling of interconnector flows on all available interconnectors.

S.12.3.2 The TSOs will liaise and report to their respective Regulatory Authorities on the proposed values to be applied to the scheduling and dispatch parameters (Long-Notice Adjustment Factor (LNAF) and System Imbalance Flattening Factor (SIFF)) in the scheduling and dispatch process.

S.12.3.3 The TSOs will liaise with each other in respect of the scheduling of SEM Generation output to match forecast demand in Ireland and Northern Ireland after taking into account inter alia:

(a) Forecast system demand

(b) Forecast output from intermittent renewable generation;

(c) unavailability of generation sets and demand side units;

(d) energy limits for energy limited plants, including pumped hydro and energy storage units;

(e) constraints from time to time imposed by technical limitations on the All-Island Networks or any part thereof;

(f) interconnector flows and any restrictions on transfer capacity on any/all interconnector;

(g) electricity delivered to the All-Island Networks from generation (or demand reduction) not subject to central dispatch;

(h) the requirement to provide system services to maintain system security; and

(i) technical and commercial offer data from SEM Generation.

S.12.3.4 Each TSO will be solely responsible for preparing its own jurisdictional inputs into the scheduling process. The TSOs shall jointly execute the scheduling process to establish a mutually agreed schedule for SEM Generation in each jurisdiction.

S.12.3.5 Taking account the factors in S.12.3.6 below, the TSOs shall together:

- schedule SEM Generation; and
- issue dispatch instructions to SEM Generation in their own jurisdiction in a manner which is consistent and aligned to the scheduling process in S.12.3.2.
- The TSOs will co-ordinate on the requirements for trade on the interconnectors should the need be identified.

S.12.3.6 The factors that the TSOs shall take into account in S.12.3.5 include inter alia:

- aggregate forecast demand for the island of Ireland including forecast demand for Northern Ireland and for Ireland;
- technical constraints from time to time imposed on the Network of Ireland and Northern Ireland or any part or parts thereof;
- the dynamic operating characteristics of the SEM Generation;
- requirements for system services
- forecast exports of electricity across any/all interconnectors;
- transmission and distribution losses;
- each Party's respective Operating Security Standards;
- priority dispatch hierarchy and minimising dispatch down of priority dispatch units;
- weather warnings and other significant events which could materially impact either the total renewable energy output and/or the operation of the transmission system

in either jurisdiction; and

- other matters provided for in the Scheduling and Dispatch Code No. 1 and the Scheduling and Dispatch Code No. 2 of the Grid Code in both jurisdictions.

S.12.3.7 The TSOs will coordinate with each other to fulfil their respective licence obligations in relation to the carrying out of the audit of the scheduling & dispatch process.

S.12.4 Balancing Market Principles Statement (BMPS)

S.12.4.1 A single Balancing Market Principles Statement (BMPS) will be developed jointly by the TSOs in accordance with their respective TSO obligations.

S.12.4.2 The BMPS refers to EU and national legislation and statutory licences in effect and applicable to EirGrid and SONI. The TSOs will review the BMPS on an ongoing basis, and in any event at least once a year, to ensure that the BMPS continues to be accurate and up to date.

S.12.4.3 All amendments to the BMPS must be submitted by EirGrid to the Commission for Regulation of Utilities and by SONI to the Utility Regulator in accordance with the process and the timeline set out in each TSO Licence.

SCHEDULE 13 - Constitution and Proceedings of the Joint Management Committee

S.13.1 Size: The Joint Management Committee shall comprise an equal number of members from SONI and EirGrid appointed by the CEO of SONI and EirGrid respectively (the **"Members"**). The total number of Members on the Joint Management Committee shall not exceed 4.

S.13.2 Chair: The Joint Management Committee Members shall appoint one of their Members as their chairperson and such person shall be responsible for ensuring that the meetings of the Joint Management Committee are conducted in an efficient and proper manner.

S.13.3 Changes in Members: Members may be removed and replaced at the discretion of the CEO of the Party that appointed them by notice in writing to the CEO of the other Party.

S.13.4 Voting: Each Member shall have one vote on the Joint Management Committee, and all decisions of the Joint Management Committee must be unanimous and recorded in minutes or such record of the meeting as the Members may direct.

S.13.5 Frequency of meetings: The Joint Management Committee will meet at least quarterly and has the authority to convene additional meetings as required.

S.13.6 Secretary: The Members shall appoint a secretary (the **"Secretary"**) and may remove the Secretary at their discretion. The Secretary shall prepare and circulate minutes, or such other record of the meeting as the Members may direct, within 5 Business Days after that meeting, the contents of which shall be deemed agreed by the Parties unless objected to in writing by any Member within 5 Business Days of receipt of the minutes or other record.

S.13.7 Effects of Votes: Where any Member(s) or their designated alternates appointed by a Party participate in a vote before the Joint Management Committee, they shall be deemed to cast the full voting entitlement of that Party, as if all of its appointed Members were present and voting.

S.13.8 Convening Meetings: Any Member may, and the Secretary shall at the request of a Member, call a meeting of the Joint Management Committee from time to time during the term of this System Operator Agreement. Any Member calling a meeting, or the Secretary as the case may be, shall ensure that reasonable notice and where practical an agenda for the meeting is given to the other Members in advance of a meeting. Meetings of the Joint Management Committee may be held physically, virtually, or a hybrid of both.

S.13.9 Quorum: The quorum for Joint Management Committee meetings shall be two comprising one Member from SONI and one Member from EirGrid (or in either case an alternate for that Member). No business shall be transacted at any meeting of the Joint Management Committee unless a quorum is present at the time when the meeting takes place. If no quorum is present within half an hour from the time appointed for the start of the meeting, or if during the meeting a quorum ceases to be present, the meeting shall be dissolved.

S.13.10 Alternates: Each Member may appoint in writing (with notice to the other Members) an alternate to attend meetings of the Joint Management Committee in his or her absence and each alternate shall be entitled to vote on his or her behalf in the absence of such Member.

S.13.11 Invitees: The Members may unanimously agree to invite such persons to attend at all or such part of one or more meetings of the Joint Management Committee as in each case they see

fit, but any such invitee shall not be entitled to vote on decisions of the Joint Management Committee.

S.13.12 Committees etc: The Members may delegate in writing (in minutes or such record of the meeting) any of their powers for a specified period to such person or persons or to such committees consisting of such person or persons as they think fit provided that each such committee must include at least one member from each of SONI and EirGrid respectively. Any such person or committee shall exercise any power delegated to him or it in accordance with any directions given to him or it by the Members. Such committees shall have the functions set out in the Schedules and such other functions as the Joint Management Committee may determine from time to time.

S.13.13 Meetings of Committees: Meetings and proceedings of any committee established pursuant to paragraph S.13.12 shall be governed by the terms agreed between the TSOs in respect of meetings and proceedings of the Joint Management Committee in each case so far as they are applicable and are not superseded by any directions given to the committee by the Members.

S.13.14 Written Resolutions: A resolution in writing signed by two members comprising one Member from SONI and one Member from EirGrid (or in either case an alternate for that Member) shall be as effective as a resolution passed at a meeting of the Members duly convened and held and may consist of several documents, each signed by one or more of the Members. Such a resolution may (unless the Members shall otherwise determine either generally or in any specific case) be transmitted by email.

S.13.15 Terms of Reference: The functions of the Joint Management Committee shall be set out in a Terms of Reference as determined by the Steering Committee from time to time. The functions of the Joint Management Committee shall be documented in these terms of reference and align to Clause 3.5 of this document.

SCHEDULE 14 - Independent Expert

(Referred to in Clause 6.2)

S.14.1 This Schedule 14 shall apply where a Dispute is referred to an independent expert pursuant to Clause 6. A Dispute involving a commercial matter shall be referred to an independent commercial expert and a Dispute involving a technical matter shall be referred to an independent technical expert, in each case in accordance with this Schedule 14.

S.14.2 The expert shall be engaged on such reasonable terms as the expert shall accept. The following procedure shall apply to the determination of a Dispute by an expert, and the Parties shall procure that it is reflected in the expert's terms of engagement.

S.14.3 The expert shall:

(a) in the case of an independent commercial expert, possess skills in the interpretation, negotiation or implementation of contracts or financial and economic analysis (as appropriate for the type of Dispute);

(b) in the case of an independent technical expert, possess skills and expertise in the technical areas that are the subject matter of the Dispute;

(c) be mutually agreed upon by both Parties (Clause 6.2 (e) outlines the procedure where an agreement is not reached). The expert should be independent and not have been engaged with or employed by either Party, either directly or indirectly, within the previous twelve months from the emergence of the Dispute as officer, employee, consultant, contractor or otherwise.

S.14.4 The Parties shall each, within 10 days of the referral of the Dispute to the expert, submit to the expert and to each other a written proposal detailing their respective positions on the issue in dispute. The expert shall select the proposal that best reflects the intent of this System Operator Agreement or select a blended approach.

S.14.5 The Parties shall promptly provide the expert and each other with all such evidence and information within their respective possession or control as the expert may request, as they consider necessary, for determining the Dispute or which is relevant to and bears upon the Dispute.

S.14.6 Once the expert has confirmed receipt of written proposals from each party and all subsequent requests for information have been received, or upon the expiry of 10 days from the expert's date of appointment, the expert shall:

(a) give their decision within 10 days (or such longer period as may be decided by the independent expert, with the consent of the Parties, but not exceeding 15 days) from the date that the independent expert is satisfied that they have received adequate representations from both Parties;

(b) determine the amount of their fees and the costs of referral to them in accordance with the terms of their engagement and which Party shall be responsible for such fees and costs; and

(c) give copies of their determinations in (a) and (b) and the reasons for such in writing to each of the Parties.

S.14.7 If the expert fails to give their decision within the period specified in Schedule 14.6 (a), either Party may by notice to the other require that the Dispute be decided by reference to the Regulatory Authorities pursuant to Clause 6.3, whereupon the expert shall be instructed not to consider the matter further. This option is intended to prevent a halt in proceedings when the expert has not determined the dispute in the allotted time. Such referrals to Regulatory Authorities are distinct from referrals under Clause 6.2 (a) (iii), which specifically covers disputes in the purview of the Regulatory Authorities.

S.14.8 The expert shall not act as arbitrator and shall decide the Dispute referred to them using their skill, experience and knowledge and with regard to such matters as are expressly specified in this Agreement to be considered by them and as the expert in their sole discretion considers appropriate.

S.14.9 In accordance with Clause 6.3, the determination of the expert shall be subject to review and approval by the Steering Committee to confirm that it does not contravene any applicable regulatory, or licensing agreement obligations binding on the Parties and is within their operational capabilities. If approved, the determination shall be final and binding on the Parties, save in respect of fraud or manifest error.

S.14.10 In the event that the expert fails or is unable to act in relation to the Dispute for a continuous period of one month or (being a firm or partnership) is dissolved or discontinued or (being a company) goes into liquidation, other than for the purpose of a scheme of reconstruction or amalgamation, or commences carrying on its business under an administrator, receiver, manager or liquidator for the benefit of its creditors, then the Parties shall agree on a substitute expert. The substitute expert shall be selected in accordance with the procedure specified in Clause 6 and this Schedule 14.

SCHEDULE 15 - Capacity Market Code Arrangements

S.15.1 Scope

S.15.1.1 This Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to the Capacity Market.

S.15.1.2 This Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs with SEMO as **"Market Operator**" for Northern Ireland and Ireland in relation to the Capacity Market.

S.15.1.3 It sets out in broad terms the arrangements whereby the TSOs shall work in accordance with their respective statutory and licence obligations in relation to the Capacity Market. The TSOs will ensure that these arrangements align with the Capacity Market objectives as stated in the Capacity Market Code. This schedule is supplementary to the Capacity Market Code, and the Capacity Market Code should take precedence over this schedule as a regulatory obligation.

S.15.1.4 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a Member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.15.1.5 The TSOs have established a Capacity Market Code Governing Committee who are responsible for oversight and directing the operation of the Capacity Market Code administration. This governance forum as documented in the Capacity Market Code Contractual Joint Venture will coordinate with the Joint Management Committee to ensure that the arrangements as documented in this schedule are adhered and that each TSOs respective regulatory and licence obligations are met in respect of the Capacity Market. This schedule should take precedence over the Contractual Joint Venture in the case of any discrepancies or inconsistencies between the two documents.

S.15.1.6 The TSO's will require co-ordination on critical Capacity Market Auction activities e.g. party/unit registrations, qualification reviews, provisional qualification decisions, disputes and legal challenges, final qualification decisions, running the auction, publishing the provisional and final auction results. This co-ordination is essential for consistent running of the Capacity Market Auction process

S.15.2 Summary of TSO governance arrangements

S.15.2.1 The TSOs have established a Capacity Market Board consisting of key personnel from each organisation which shall oversee and manage the interface between the TSOs and between the TSOs and SEMO in relation to the Capacity Market. The Terms of Reference for this governance forum are separate to this document and Capacity Market Code Governing Committee are responsible for management and oversight of this forum.

S.15.2.2 The Capacity Market Board shall manage the process whereby the TSOs will need to coordinate in accordance with their respective licence and statutory obligations in relation to the Capacity Market. The Capacity Market Board shall be responsible for overseeing the development of specific business processes and procedures considered necessary for this purpose.

S.15.2.3 The TSOs will establish a joint oversight forum (name TBC) to review and challenge the ongoing Capacity Market Code administration completed by both TSOs. This forum sits beneath the Capacity Market Board. This oversight forum will provide assurance to the Capacity Market Board that processes are consistently executed by each TSO for

S.15.2.4 The TSOs shall appoint personnel from each organisation to work together to the extent required to meet the respective licence and statutory obligations in relation to the Capacity Market.

S.15.2.5 The TSOs will ensure that personnel appointed to oversee the coordination between the TSOs in relation to the Capacity Market comply with the procedural steps set out in this Schedule.

S.15.2.6 The governance provisions in this Schedule are intended to supplement the general governance provisions between the two TSOs set out in the main body of the SOA, which shall take precedence over the provisions in this Schedule to the extent there is any inconsistency.

S.15.2.7 The TSOs will co-ordinate on posting performance security, termination charges, default, suspensions, terminations, and monitoring implementation plans for awarded capacity across the two jurisdictions.

S.15.3 Outline of TSO to TSO areas of co-ordination

S.15.3.1 Each TSO shall on receipt of a request from the other TSO insofar as any matter is within the TSO's control, ensure that the other TSO can fulfil the conditions of its System Operator Licence and/or its statutory requirements in relation to the Capacity Market.

S.15.3.2 The TSOs will coordinate with each other to fulfil the obligations of developing the Capacity Requirement and De-Rating Process Methodology as defined in the Capacity Market Code. The TSOs will ensure that any information, data or output required as part of this process, is shared with the other TSO or other business functions in the required format, to the appropriate standard, in a timely basis. The Capacity Market Board are responsible for the sign-off of the Capacity Requirement and De-Rating process prior to approval by the Regulatory Authorities.

S.15.3.3 The TSOs will coordinate with each other to fulfil the obligations of Capacity Requirement & De-Rating Process as defined in the Capacity Market Code. The TSOs will ensure that any information, data or output required as part of this process, is shared with the other TSO and/or other business functions in the required format, to the appropriate standard, in a timely basis. The Capacity Market Board are responsible for oversight of execution of the Capacity Requirement and De-Rating Process.

S.15.3.4 The TSOs will coordinate with each other to fulfil the obligations of the Locational Capacity Constraint (**"LCC"**) Methodology as defined in the Capacity Market Code. The TSOs will coordinate with each other to develop the LCC Methodology. The TSOs will ensure that any information, data or output required as part of this process, is shared with the other TSO or other business functions in the required format, to the appropriate standard, in a timely basis. The Capacity Market Board are responsible for the sign-off of the LCC Methodology prior to approval by the Regulatory Authorities.

S.15.3.5 The TSOs will coordinate with each other to fulfil the obligations of LCC Methodology as defined in the Capacity Market Code. The TSOs will ensure that any information, data or output required as part of this process, is shared with the other TSO and/or other business functions in the required format, to the appropriate standard, in a timely basis. The Capacity Market Board are responsible for oversight of execution of the Capacity Requirement and De-Rating Process.

S.15.3.6 The TSOs will coordinate with each other to fulfil the provision of information and access requirements as stated in the Capacity Market Code to allow the appointed Capacity

Auction Monitor to fulfil their obligations as directed by the Regulatory Authorities.

S.15.3.7 Each TSO will provide information to the Capacity Market Auditor in a timely manner to the standard that is reasonably required by the Capacity Market Auditor to comply with its functions and obligations as directed by the Regulatory Authorities. The TSOs will coordinate with each other to arrange for the publication of the Capacity Market Audit Report in its final form to the extent directed by the Regulatory Authority. The TSOs will coordinate with each other to consult with the Regulatory Authorities on any recommendations of the Capacity Market Auditor.

S.15.3.8 The TSOs will coordinate with each other in review and analysis of any observations or recommendations made by the Capacity Market Auditor in the Audit Report. The TSOs will coordinate with each other to identify and share any process changes to the Capacity Market processes and procedures based on the observations and recommendations as identified in the Audit Report. Each TSO separately will be accountable for the timely and effective implementation of the process changes as identified with each other based on the observations and recommendations as defined in the Audit Report.

S.15.3.9 The TSOs will coordinate with each other and follow the TSO Capacity Market Code modification process. The TSO proposing any Capacity Market Code modification will seek input from the appropriate business functions of each TSO and provide sufficient time for review and input. The TSO proposing modifications will provide sufficient research and evidence to the other business functions for the proposed modification. On the receipt of all relevant input from the business functions of both TSOs, the TSO proposing the modification will bring the proposal to the capacity market modifications oversight for decision, and decisions from the committee are presented for information purposes to the Capacity Market Board.

S.15.4 Outline of TSO to MO areas of coordination

S.15.4.1 The TSOs shall coordinate with SEMO in its role as Market Operator for Northern Ireland and Ireland in fulfilling the regulatory obligations for Registration activities, as per the Agreed Procedures stated in the Capacity Market Code and the Trading & Settlement Code. The TSOs and MO shall ensure that any information, data or output required as part of this process, is shared with the other parties to the process in the required format, to the appropriate standard, in a timely basis.

S.15.4.2 The TSOs shall coordinate with SEMO in its role as Market Operator for Northern Ireland and Ireland in fulfilling the regulatory obligations for Settlement activities, as per the Agreed Procedures stated in the Capacity Market Code and the Trading & Settlement Code. The TSOs and MO shall ensure that any information, data or output required as part of this process, is shared with the other parties to the process in the required format, to the appropriate standard, in a timely basis.

S.15.4.3 The TSOs and their respective finance teams shall interact with the finance team at SEMO to ensure critical activities are executed, for example processing of invoices, monitoring of performance security, termination charges, and how the capacity market payments are recovered on the customer tariff.

SCHEDULE 16 - Calculation of Imperfection Charges

S.16.1 Scope

S.16.1.1 This Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to calculation, forecasting and reporting of Imperfection Charges.

S.16.1.2 This Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs with SEMO as Market Operator for Northern Ireland and Ireland in relation to calculation, forecasting and reporting of Imperfection Charges.

S.16.1.3 It sets out in broad terms the arrangements whereby the TSOs shall work in accordance with their respective statutory and licence obligations in relation to Imperfections. The TSOs will ensure that these arrangements align with the obligations as stated in the Trading and Settlement Code and other applicable obligations.

S.16.1.4 This Schedule may be updated in accordance with Clause 11.4 of the SOA by agreement in writing signed by or on behalf of a Member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.16.2 Summary of Governance arrangements

S.16.2.1 The TSOs shall appoint key personnel from each organisation which shall oversee and manage the interface between the TSOs and between the TSOs and SEMO in relation to the development of methodologies, calculation, forecasting and reporting of Imperfection Charges.

S.16.2.2 The key appointed personnel shall develop and manage the business process whereby the TSOs and TSOs and SEMO shall coordinate in accordance with their respective licence and statutory obligations in relation to the development of methodologies, calculation, forecasting and reporting of Imperfection Charges. The key appointed personnel shall be responsible for overseeing the development of specific business processes and procedures considered necessary for this purpose.

S.16.2.3 The key appointed personnel shall ensure that the approval of the methodologies, calculation, forecast and reports follow the defined approval processes for Imperfection Charges as agreed between the TSOs and SEMO.

S.16.2.4 The key personnel appointed by each TSO shall coordinate with the Joint Management Committee on a quarterly basis on the oversight, management and performance of the interface between the TSOs and TSOs with SEMO in relation to the development of methodologies, calculation, forecasting and reporting of Imperfection Charges.

S.16.2.5 The TSOs shall appoint personnel from each organisation to work together to the extent required to meet the respective licence and statutory obligations in relation to the development of methodologies, calculation, forecasting, monitoring and reporting of Imperfection Charges.

S.16.2.6 The TSOs will ensure that personnel appointed to oversee the coordination between the TSOs in relation to the Imperfection Charges comply with the procedural steps set out in this Schedule.

S.16.2.7 The governance provisions in this Schedule are intended to supplement the general governance provisions between the two TSOs set out in the main body of the SOA, which shall take precedence over the provisions in this Schedule to the extent there is any

inconsistency.

S.16.3 Outline of areas of co-ordination

S.16.3.1 The TSOs and SEMO shall coordinate with each other as appropriate in respect of the following:

- Defining input data and assumptions in respect of the calculation, forecast and methodology of charges,
- Sourcing of data, including a formal agreement of the freezing of data to facilitate process delivery,
- Transforming and validation of data by the responsible teams, in the agreed format, prior to provision to the modelling or other relevant teams.
- Development of the appropriate methodologies to develop models, forecasts and parameter setting.
- Preparation, sign-off and publishing of the Annual Forecast Report and all other reporting requirements as stated in the statutory and licence obligations or as otherwise requested by the Regulatory Authorities.

S.16.3.2 **Annual Process:** The Annual Process is a process that provides for the proposal of values for the parameters to be used in calculation and forecasting of Imperfection Charges for the forthcoming tariff year as defined in the Trading and Settlement Code. The Trading and Settlement Code defines the responsible party for the development and proposal of the charges, but the key personnel shall oversee and manage the TSOs and SEMO coordination and consultation in respect of the provision of data, information and other required output for the responsible party to fulfil their obligations as per the Trading and Settlement Code.

S.16.3.3 **Annual Forecast Report**: As per the Annual Process, the key appointed personnel shall oversee the coordination and consultation of the TSOs and SEMO as per their defined business processes, for the development and approval of the Annual Forecast Report prior to submission to the Regulatory Authorities for approval and publication.

S.16.3.4 **Mid-Year Process**: The Mid-Year Process is a process that provides for the review of the performance of the Imperfection Charges forecast and production of a revised forecast for the remaining period of the tariff year. An available feature of the Mid-Year process is the proposal of bidirectional alterations to the Imperfection Charge factor in the event that values as originally proposed provide for recovery of costs at an inappropriate level. The key appointed personnel shall oversee and manage the TSOs coordination and consultation in respect of the provision of data, information or other required output for SEMO to fulfil their obligations as per the Trading and Settlement Code.

S.16.3.5 **Mid-Year Review Reporting**: As per the Mid-Year Process, the key appointed personnel shall oversee the coordination and consultation of the TSOs and SEMO as per their defined business processes, for the development and approval of the Mid-Year Review Report prior to publication.

S.16.3.6 **Interim Reporting:** SEMO may of its own accord or in response to the Regulatory Authorities, make additional interim reports to the Regulatory Authorities that reviews the recovery of costs or other matters as requested by the Regulatory Authorities that may result in the proposed of revisions to the Imperfections Charge Factor. The key appointed personnel shall oversee the coordination and consultation of the TSOs as per their defined business processes, for the development and approval of the report to the Regulatory Authorities.

S.16.3.7 **Backcast Process**: The Backcast Process is a process that provides for the review of the performance of the prior tariff year's imperfections model using the actual data of the

prior year. The key appointed personnel shall oversee the TSOs and SEMO coordination and consultation in respect of the provision of data, information and any other outputs required for completion of this process as requested by the Regulatory Authorities.

S.16.3.8 **Outturn Report**: As per the Backcast Process, the key appointed personnel shall oversee the coordination and consultation of the TSOs and SEMO as per their defined business processes, for the development and approval of the Outturn Report prior to publication.

S.16.3.9 **Quarterly Reporting**: The key appointed personnel shall oversee the coordination and consultation of the TSOs and SEMO as per their defined business processes, for the development and approval of the quarterly imperfections cost report and its external publication. TSOs will coordinate to develop and publishing of reporting in line with the requirements as defined by the Regulatory Authorities.

S.16.3.10 **Ad-hoc Processes**: As described in the Trading and Settlement Code there are a number of other charges and parameters that the TSOs and SEMO may be requested, by Regulatory Authorities on occasion, to calculate and propose. The key appointed personnel shall oversee and manage the coordination and consultation of the TSOs and SEMO per their defined business processes to develop, calculate and provide reports on these other ad-hoc charges and parameters to the Regulatory Authorities in order to fulfil all statutory obligations and requests.

S.16.4 Sharing and Exchange of Data Required

S.16.4.1 As part of the coordination and consultation between the TSOs and TSOs with SEMO, the key appointed personnel are required to provide notice of the expected data, information or outputs that will be required to be exchanged or shared between the TSOs and TSOs and SEMO. This notice should include the requirements of the data, information or outputs and the associated timeframes.

S.16.4.2 For subsequent or additional requirements for data, information or output post the initial notification, the requesting party will provide an additional notification stating the requirements of this additional data and timeframe requirements, providing reasonable notice for the providing party.

S.16.4.3 The TSOs and SEMO shall coordinate with each other to share and exchange the required information, data or output for calculation of Imperfection Charges. The Parties will ensure that any information, data or output that is shared is in the appropriate format, to the appropriate standard, in a timely manner.

S.16.4.4 The TSOs shall exchange this information, data or output through an agreed data exchange mechanism with the appropriate data sharing governance applied by the responsible party.

SCHEDULE 17 - Emergency Coordination and Risk Preparedness

S.17.1 Scope

S.17.1.1 This Schedule sets out the key principles for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to emergency co-ordination and risk preparedness.

S.17.1.2 It sets out in broad terms the principles whereby the parties shall work together in accordance with their respective licence and statutory obligations in relation to emergency co-ordination and risk preparedness particularly EU Regulation 2019/941 (Article 15).

S.17.1.3 Developing and enhancing the interface processes and procedures between the TSOs on this issue is an ongoing process and both parties shall continue to work together further to develop and maintain such processes and procedures as provided for in clause 11.5 of the SOA.

S.17.1.4 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a member of the Joint Management Committee appointed by each of the TSOs as (i), those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.17.2 Summary of TSO governance arrangements

S.17.2.1 The parties have established a System Operation Committee consisting of key personnel from each organisation which shall oversee and manage the interface between the parties in relation to emergency co-ordination and risk preparedness.

S.17.2.2 The System Operation Committee shall manage the process whereby both parties work together in accordance with their respective licence and EU law obligations as TSOs in relation to emergency co-ordination and risk preparedness and shall be responsible for overseeing the development of specific business processes and procedures considered necessary for this purpose.

S.17.2.3 The System Operation Committee will appoint operational personnel from each TSO to work together to the extent required to meet the respective EU, licence, regulatory and Grid Code obligations in relation to emergency co-ordination and risk preparedness.

S.17.2.4 SONI and EirGrid may agree that another committee of the Joint Management Committee shall oversee and manage the interface between the Parties in relation to some emergency co-ordination and risk preparedness procedures (the "**relevant procedures**"). In the event that they do so, references in this Schedule to the System Operation Committee shall be deemed to include a reference to that other committee in so far as the Schedule relates to the relevant procedures.

S.17.2.5 Further details on the governance arrangements are set out in the SOA.

S.17.3 Outline of areas of co-ordination

S.17.3.1 The TSOs will co-ordinate with each other in respect of the following areas:

- Development or updates to the system alerts procedures
- Development or updates to the respective system defence plans
- Development or updates to the respective power system restoration plans
- Inter-control room engagements during system alerts
- Inter-control room engagements on demand control (for all-Island events)
- Inter-control room engagements on power system restoration
- Inter-control room engagements related to near-time and real-time responses to scenarios in the risk preparedness plan, including a natural gas emergency, cyber attacks, severe storms, and power system oscillations

- The development of business continuity plans and procedures, where these may have cross-border impact or benefit from cross-border support
- Emergency Coordination: Activation of the respective Power System Emergency Communications Plans (PSECP) and inter jurisdictional coordination of crisis communications
- Coordination in the identification and assessment of regional and national electricity crisis scenarios as required by the Risk Preparedness Regulation 2019/941
- The planning and execution of cross-border joint exercises as required by the Risk Preparedness Regulation 2019/941
- Cross-border solidarity measures to support Ireland and Northern Ireland
- Regional Coordination Centre (CORESO) consistency checks regarding restoration and system defence plan
- Develop a policy on out of hours operational arrangements.

S.17.3.2 The TSOs will from time to time through the System Operation Committee continue to develop and update the policies and procedures between them in relation to emergency co-ordination and risk preparedness.

SCHEDULE 18 - Other Tariffs and Charges

S.18.1 Scope

S.18.1.1 This Schedule sets out the key principles and arrangements for the interface between SONI and EirGrid as TSOs in Northern Ireland and Ireland respectively in relation to the joint delivery of proposals or consultations on tariffs or charges:

- DS3 System Services Arrangements Consultations (as required)
- Generator Testing Tariffs
- Other Systems Charges

S.18.1.2 It sets out in broad terms the arrangements whereby the TSOs shall work together in accordance with their respective statutory, licence and Trading and Settlement Code obligations in relation to the above tariffs or charges.

S.18.1.3 This Schedule may be updated in accordance with clause 11.4 of the SOA by agreement in writing signed by or on behalf of a Member of the Joint Management Committee appointed by each of the TSOs as (i) those processes and procedures are further developed and (ii) to reflect necessary or desirable changes to this Schedule.

S.18.2 Summary of TSO governance arrangements

S.18.2.1 The TSOs shall appoint key personnel in the relevant function(s) in each TSO who are responsible for development, oversight and management of the interface between the TSOs in relation to the above tariffs or charges. These personnel shall manage the process whereby the TSOs will need to coordinate with each other in accordance with their respective obligations in relation to the above tariffs or charges and shall be responsible for overseeing the development of specific business processes and procedures considered necessary for this purpose.

S.18.2.2 The appointed key personnel shall coordinate to review these specific business processes and procedures on a once yearly basis, or as instructed by the Regulatory Authorities or Joint Management Committee, to ensure adherence to the licence and statutory interface obligations in respect of the above tariffs or charges.

S.18.2.3 The appointed key personnel shall coordinate with the Joint Management Committee on a quarterly basis to monitor and report on the oversight and management of the interface between the TSOs in relation to the above tariffs or charges.

S.18.2.4 The TSOs shall appoint personnel from each TSO to work together to the extent required to meet the respective licence and statutory obligations in relation to the above tariffs or charges.

S.18.2.5 The governance provisions in this Schedule are intended to supplement the general governance provisions between the two TSOs set out in the main body of the SOA, which shall take precedence over the provisions in this Schedule to the extent there is any inconsistency.

S.18.3 Sharing and Exchange of Data required in relation to other Tariffs and Charges

S.18.3.1 As part of the coordination and consultation between the TSOs, the key appointed personnel are required to provide notice of the expected data, information or outputs that will be required to be exchanged or shared between the TSOs. This notice should include the requirements of the data, information or outputs and the associated timeframes.

S.18.3.2 For subsequent or additional requirements for data, information or output post the initial

notification, the requesting TSO will provide an additional notification, with reasonable notice, stating the requirements of this additional data and timeframe requirements.

S.18.3.3 The TSOs shall coordinate with each other to share and exchange the required information, data or output as required. The TSOs will ensure that any information, data or output that is shared is in the appropriate format, to the appropriate standard, in a timely basis.

S.18.3.4 The TSOs shall exchange this information, data or output through an agreed data exchange mechanism with the appropriate data sharing governance applied by the responsible TSO.

END