INSTITUTIONAL, REGULATORY AND COOPERATIVE FRAMEWORK MODEL FOR THE NILE BASIN POWER TRADE

ANNEX 10: DELIVERABLE 12 – "STANDARD AGREEMENT FOR TRADING - PHASE II".

PREPARED FOR:

NILE BASIN INITIATIVE

" TO ACHIEVE SUSTAINABLE SOCIO-ECONOMIC DEVELOPMENT THROUGH THE EQUITABLE UTILIZATION OF, AND BENEFIT FROM, THE COMMON NILE BASIN WATER RESOURCES "

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LIST OF ACRONYMS

ACCC	Australian Competition and Consumer Commission
AEMC	Australian Energy Market Commission
AER	Australian Energy Regulator
AFC	Available Flowgate Capability
ARR	Auction Revenue Rights
BA	Balancing Authority
CAT	Curtailment Adjustment Tool (in SPP)
CEB	Communauté Electrique du Benin
CEM	Common Energy Market
CIE	Compagnie Ivoirienne d'Electricité
CIS	Commonwealth of Independent States
CoAG	Council of Australian Governments
CR	Congetion Rights (SIEPAC)
CRIE	Regional Regulatory Agency (SIEPAC)
CVT	Variable Transmission Charges (SIEPAC)
DAM	Day Ahead Market
EAPP	Eastern African Power Pool
EAC	East African Community
ECOWAS	Economic Community of Western African States
EECI	Energie Electrique de la Côte d'Ivoire
EGL	Energie des Grands Lacs
EIS	Energy Imbalance Service
EOR	Independent system and market operator (SIEPAC)
EPC	Electricity Power Council (in CIS)
ESAA	Energy Supply Association of Australia
FCM	Forward Capacity Market
FERC	Federal Energy Regulatory Commission (US)
FTR	Financial Transmission Rights
GMS	Greater Mekong Sub Region
ICC	Information and Coordination Center (in WAPP)
ICE	Intercontinental Exchange (US)
ICT	Independent Coordinator of Transmission (SPP)
IDC	Interchange Distribution Calculator
IGA	Inter–Governmental Agreement on Power Trade in the Greater Mekong Sub–Region
IPP	Independent Power Producers/Project
IPSCIS	Interconnected Power System of Commonwealth of Independent States
JOA	Joint Operation Agreement
LIP	Locational Imbalance Prices (in SPP)
LMP	Locational Marginal Price
LOLE	Loss of Load Expectation
LSE	Load Serving Entities
LTTR	Long Term Transmission Rights
MCE	Ministerial Council on Energy (Australia)
MER	Regional Electricity Market of SIEPAC
MISO	Mid-West Independent System Operator
MO	Market Operator
MOI	Memorandum Of interest

NBI	Nile Basin Initiative
NBPTF	Nile Basin Power Trade Framework
NE - ISO	New England Independent System Operator
NEM	National Electricity Market (Australia)
NEMMCO	National Electricity Market Management Company
NERC	National Electricity Reliability Council
NSI	Net Scheduled Interchange
OMVS	Organisation pour la Mise en Valeur du fleuve Sénégal
PAC	Participant Advisory Committee (Australia)
PJM	Regional Market of Pennsylvania, New Jersey and Maryland
PMU	Project Management Unit
PPA	Power Purchase Agreement
PRSG	Planned Reserve Sharing Group (in MISO)
PTC	Power Technical Committee
PTOA	Regional Power Trade Operating Agreement (in GMS)
RPM	Reliability Pricing Model in PJM
RPTCC	Regional Power Trade Coordination Committee (in GMS)
RPTP	Regional Power Trade Project
RRO	Regional Reliability Organization
RSC	Regional State Committee (in SPP)
RTEPP	Regional Transmission Expansion Planning Process in PJM
RTN	Regional Transmission Network (in GMS)
RTO	Regional Transmission Organization (US)
RTR	Regional Transmission Grid (SIEPAC)
SADC	Southern African Development Community
SADCC	Southern African Development Co-ordination Conference
SAP	Subsidiary Action Program
SAPP	Southern African Power Pool
SCED	Security-Constrained Economic Dispatch
SCUC	Security-Constrained Unit Commitment
SERC	Southeastern Reliability Council (US)
SIEPAC	Central American Regional Electricity Market
SMD	Standard Market Design (NE-ISO)
SONABEL	Société Nationale Burkinabè d'Electricité
SPP	Southwest Power Pool
SRMC	Short Run Marginal Cost
STEM	Short Term Energy Market (in SAPP)
SVP	Shared Vision Program
TSO	Transmission System Operator
TUOS	Transmission Use of System
UES	Unified Energy System
UPS	Unified Power System (in CIS)
USSR	Union of Soviet Socialist Republics
VOLL	Value of Lost Load
VRA	Volta River Authority
WAPP	Western African Power Pool
WSPP	Western Systems Power Pool

Table 1: Acronyms

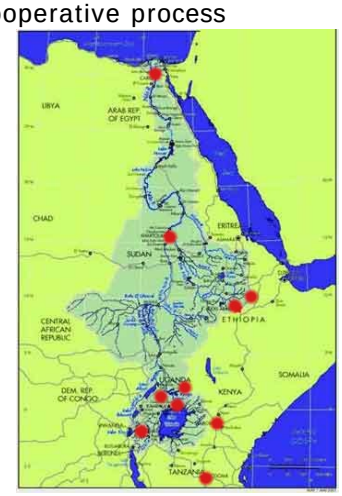
FOREWORD

The purpose of this report, named "STANDAR AGREEMENT FOR TRADING - PHASE II", is to propose a standard agreement which can facilitate and standardize the trading between neighbouring countries during phase II. Although this agreement is not obligatory from the formal point of view, it helps reducing the transaction costs and developing in each case a special agreement for similar objectives.

This report is Deliverable 12 and corresponds to part of Activity 11: "*Drafting of Memoranda & Legal Documents*" of the project's reviesed terms of reference agreed during the inception mission in Dar es Salaam.

BACKGROUND AND CONTEXT OF THIS PROJECT

The Nile Basin Initiative (NBI): Formally launched in February 1999 by the Council of Ministers of Water Affairs of the Nile Basin States, the NBI provides a forum for the countries of the Nile to move forward, towards a cooperative process in order to achieve tangible benefits in the Basin and to build a solid foundation of trust and confidence.



The NBI has two primary areas:

- Basin-wide projects - "Shared Vision Program" (SVP), to help create an enabling environment for action on the ground
- Sub-basin projects - "Subsidiary Action Program" (SAP), aimed at the delivery of actual development projects involving two or more countries

The Regional Power Trade Project (RPTP) is one of the thematic projects to be implemented basin-wide, to help establish a foundation for trans-boundary regional cooperation and to create an enabling environment conducive for investment and action on the ground, within an agreed basin-wide framework.

The RPTP aims to establish the institutional means for coordinating the development of regional power markets (such as a Power Pool) among the Nile Basin countries, through the creation of a power trade framework which can contribute to achieve poverty reduction including expanding access to reliable and low-cost power supply, in an environmentally sustainable manner.

The broad benefits envisaged from the NBI are poverty alleviation through improved, sustainable management and development of the shared Nile waters, and enhanced regional stability through increased cooperation and integration among the Nile states.

Project activities are coordinated by the Project Management Unit (PMU) at the regional level and by the PTC members at the country level. Activities include the establishment and operation of a power trade framework, the conduct of a comprehensive basin-wide analysis of long-term power supply, demand and trade opportunities, the identification of potential development projects within the NBI SAPs, the preparation of a public participation plan and stakeholder analysis, and

the development of knowledge management tools. These activities are carried out through studies, consultations, workshops, seminars and other modalities, for which the project may seek assistance from national and regional research and training institutions, NGOs, consultants and other public or private organizations from the Nile basin region.

The current project: "CONSULTANCY TO DEVELOP AN INSTITUTIONAL, REGULATORY AND COOPERATIVE FRAMEWORK MODEL FOR THE NILE BASIN POWER TRADE" falls within the RPTP's framework. Key project objectives include:

1. Assisting the RPTP and the NBI Power Technical Committee (PTC) in reviewing institutional arrangements adopted by regional power trade organisations, and submitting discussion papers to the RPTP, comparing and contrasting the different arrangements.

2. Conducting an information gathering tour so as to collect basic information of the countries in the region, which will permit developing in the future recommendations and performing an informed decision making process.

3. Proposing a model for developing Regional Power Trade at the Nile sub–basin and basin levels.

4. Drafting Memoranda and legal documents as required.

INTRODUCTION

According to the proposed model, during Phase II trade will be performed between neighbouring countries.

The proposed model does not require that transactions be made in a specific way or following specific rules or formats, rather it is left for the countries to agree on the terms they will be trading during this stage.

However, it is recommended to develop a “standard agreement” which can be used by trading countries as a “template” for the documents that will support trade during this phase.

Accepting to use this standard document for their commercial relationship during Phase II brings the following benefits:

1. Negotiations do not need to start each time from zero, clause by clause; therefore, transaction costs are reduced.

2. Trading partners will have to focus only on commercial clauses and specific technical issues which are already marked, reducing thus the scope of what needs to be discussed during the negotiation.

3. The agreement will be completed by simply filling in the blanks of the required information in certain clauses (commercial conditions and technical parameters).

4. Standardisation allows later integrating information into a data base more easily.

5. The form of the current standard agreement ensures that no impediment or conditioning will be introduced for next phase.

The Consultant considers appropriate to provide this standard agreement that can facilitate and fast track any negotiation of cross border trading between neighbouring countries.

The next section of this document is the proposed text of the standard agreement.

STANDARD AGREEMENT

THIS "Agreement" is entered into as of this [xx] day of [month], BETWEEN [TSO A], duly organized and existing under the laws of COUNTRY A under the [relevant law], with principal offices located at [address], COUNTRY A, AND [TSO B], duly organized and existing under the laws of CIUNTRY B under the [relevant law], with principal offices located at [address], COUNTRY B.

1. RECITALS

WHEREAS, under the law and relevant regulations of COUNTRY A, the TSO A has authorisation for cross border trading of energy;

WHEREAS, under the law and relevant regulations of COUNTRY B, the TSO B has authorisation for cross border trading of energy;

WHEREAS, TSO A desires to trade electric capacity and energy with TSO B in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, TSO B desires to trade electric capacity and energy with TSO A in accordance with the terms and conditions set forth in this Agreement; and

NOW THIS AGREEMENT WITNESSETH as follows:

2. COMMUNICATIONS

1 The communications between the parties shall be in the language agreed by the parties, while the written communication shall be in English.

2 The Transmission System Operators (TSO) of each country shall communicate with each other via telephone and/or e-mail. The e-mails used for communication shall be dully filed by each TSO in a secure digital format and in hard copy, since they constitute official documents whenever other form of communication is not agreed.

3 The TSO of each country shall designate two persons who shall be the authorised representatives of the TSO for Cross-border Trading operations. The name, position within the TSO, address, telephone and e-mail address shall be exchanged between the corresponding TSO no later than 15 days after the signature of the bilateral agreement. For the sake of operative activities, the representative of the TSO may designate a responsible for these activities, communicating to the other TSO representatives the complete coordinates of this person, as well as his responsibilities and specific authority to take decisions.

4 In order to minimize the risk of error in any communication, especially during operation, and to make communications more precise and efficient, the Parties shall exchange before the beginning of trading through a given Interconnector,

a list of the terms and definition most commonly used. The glossary shall be an annex of the bilateral agreement.

5 Before the beginning of trading through a given Interconnector, the TSOs of the Parties shall exchange a precise technical description, diagrams and identification of the facilities involved in the cross border transactions to avoid misunderstandings during operation. The glossary shall be an annex of the bilateral agreement.

3. TRANSACTIONS – GENERAL ASPECTS

6 The TSOs of two neighbouring countries shall be able to freely agree Opportunity Cross-Border Transactions for selling and buying energy through international Interconnectors, using the remaining transmission capacity between countries after energy exchanges associated to PPAs are scheduled.

7 Accepted Opportunity Cross-Border Transactions become firm commitments for the parties.

8 The involved TSOs in Cross-border Transactions through a given Interconnector shall be responsible for coordinating the operative actions in their own countries.

9 The operative actions in real time needed for performing Cross-border Transactions shall be coordinated by the involved TSOs.

10 The information needed for real time operation of the Interconnector shall be exchanged by the TSOs as fast as possible. The operative communication between the TSOs shall be clear, objective and complete avoiding misunderstandings and non confirmation of the information received by any of the parties involved in the operation so as not to put the electric systems in a hazardous situation.

11 When possible, voice communications between the parties shall be recorded.

12 TSOs must communicate their decisions, indications, requirements instructions or procedures in a clear way requiring a confirmation that they have been clearly understood.

4. INTERCONNECTION CONTROL

13 The Cross-border Load Flows are set and controlled by the TSOs. Both the programmed and the re–programmed Cross-border Load Flows shall not exceed the following limits according to the load period:

From country A to country B:

Peak: …. MW

Shoulder: ….. MW

Valley: ….. MW

From country B to country A:

Peak: …. MW

Shoulder: ···· MW

Valley: ···· MW

These limits may be modified or further refined by an agreement between the involved TSOs.

14 The TSOs cannot agree Cross-border transactions producing Load Flows that exceed these limits. The TSOs shall be responsible for maintaining the agreed Cross-border Load Flows within the corresponding limits.

15 The values of the Cross-border Load Flows agreed can only be modified during the operation if the security of the system is not guaranteed. TSOs shall agree on the ramps (MW/s) for variations of the flows during real time operation.

16 The TSOs will ensure that the technical parameters in the interconnection comply with the Regional Grid Code approved. Until the Regional Grid Code is approved, the TSOs will agree on the corresponding technical parameter.

17 The TSO of each country shall control the voltage level complying with the bands established for the system of its country. However, both TSOs may schedule reactive power transmissions for supporting voltage in one of the countries.

18 The voltage band for Country A in normal operation conditions is ····· +- ·% and the band for Country B in normal operation conditions is ···· +- ·%.

19 The TSOs shall establish as a part of this agreement: (1) that the nodes and/or lines from which the information is gathered for controlling purposes during real time operation are: ·····; (2) the information captured in these nodes/lines is ·····; (3) this information shall be exchanged using the following channels: ·····; (4) the Parties agree that the voice/data channels available for information exchange and any other technical aspect required for a safe operation are: ·····.

20 Maintenance and/or tests in the Interconnector's facilities, whenever these activities modify the Cross-border capacity, shall be agreed between the TSOs. The request for performing maintenance or test shall be made in written through pre–established forms and with at least ···· days of anticipation.

21 No maintenance, test or intervention in the Interconnector's facilities that may affect the Cross-border capacity shall be made without the knowledge and agreement of the other Party.

22 Maintenance and tests on the Interconnector's facilities must be allowed only after authorisation from the involved TSOs is issued.

5. MANOEUVRES COORDINATION IN THE INTERCONNECTION

23 The manoeuvres in the Interconnectors for maintenance, tests or during the re–establishment after perturbations shall be coordinated between the TSOs.

24 Whenever it is necessary to execute manoeuvres affecting directly or indirectly the Cross-border Load Flow, the TSO shall inform the other involved TSO through real time communication channels, in order to update the latter on the manoeuvre that the other TSO is coordinating.

25 The manoeuvres whose execution is required immediately for the sake of security of the persons, or integrity of the equipments, do not need the

previous agreement of the other Party. In case a manoeuvre with these characteristics is performed, the TSO that made the manoeuvre must inform immediately the other involved TSO.

26 Manoeuvres must be coordinated in such a way that the technical and security requirements are met, and having as objective the best degree of reliability in the operation. The parties shall agree a procedure for restoring Cross-border Load Flow after an uncontrolled opening.

6. SCHEDULING AND RE-SCHEDULING OF CROSS-BORDER LOAD FLOW

27 During real-time operation, the TSO of each country shall be responsible to keep in the Cross-border Load Flows associated to the accepted transactions, by adjusting the internal generation dispatch, either through AGC or manually.

28 The TSO of each country is allowed to modify unilaterally the scheduled cross-border load flows only in case of “force majeur” in its own operated system, unless particular conditions on this are freely agreed between the parties.

29 In case of “force majeur” the TSO of the affected system shall report to the TSO of neighbouring countries the modifications on the scheduling. The TSOs of the countries affected by the change in Cross-border Load Flows shall coordinate the rescheduling of Cross-border Transactions to minimize the impact of changes.

30 The TSO of each country shall be responsible in rescheduling its respective systems in case of quantities of Cross-border Transactions are not respected by another TSO.

7. OPERATION AND PERTURBATION ANALYSIS IN THE INTERCONNECTOR

31 The operation of the Interconnector shall be analysed ex-post, the day after the actual operation, by both TSOs, focusing on perturbations in the systems.

32 The information needed for post operation analysis shall be exchanged by the corresponding TSOs.

33 The daily load charge verified hour by hour (MWh/h) shall be informed by both parties until 10:00 a.m. of the first following working day.

34 The procedure for analysing perturbations shall be agreed by the responsible of this activity, which shall be appointed by each TSO within its permanent staff.

8. REAL TIME OPERATIONS

35 In any telephone communication both parties shall identify themselves with name, surname and name of the corresponding company that they belong to.

36 In the dialogues, they shall name the equipments and facilities by their complete name (equipment and number established in the list of facilities exchanged) and not by the local code that each company uses, in order to avoid confusions and misunderstandings.

37 The operative communications shall be dictated word by word to be recorded specifying time, place, person who submits the communication, person that receives the communication. In the operative communications regarding exchanges of power or energy, the direction of the flow shall be specified. Each operative control centre shall record the events following the official hour of its country. Face to any special situation that implies the need to alter programmed values of energy exchange, the corresponding TSO shall communicate to the other TSO the values of the re – programming, the causes and duration previewed.

38 The alterations in real time of the programmed values of energy shall be treated between the operative control centres of the TSOs.

39 Any re–programming, except in cases of emergency, shall be made prior to any communication between the operative control centres, with an advice as early as possible and at least of 10 minutes.

40 All the operative information needed for real time operation requested by the operative control centres shall be provided.

41 All needs of urgent or unexpected disconnections, out of working hours of pre–operation sector or for the current day that may affect the programmed values of exchange, must be coordinated between the real time areas of the operative control centres.

42 Information corresponding to events in the facilities that affect energy exchange between the countries must be exchanged as soon as possible. In these cases, the information must contain:

- Hour of the event (country of origin)
- Sequence of disconnections and reconnections
- Origin
- Cause (actual or assumed)
- Protections (switches) opened voluntarily
- Load interrupted and period of interruption
- Protections that acted
- Other information useful to determine the reason of the event

9. METERING OF A TRANSACTION

43 The TSOs of both countries shall agree on the equipments to be used for metering transactions. If a TSO needs to install additional equipment to the existing metering facilities, the “Regional Technical Standards” shall be used to define the minimal technical characteristics that these equipments should meet.

44 Both parties shall agree at which nodes or lines the flows shall be metered, as well as the procedure for this metering. The agreement shall be written and signed by the representatives of each TSO before trade begins.

10. USE OF THE CROSS BORDER TRANSMISSION FACILITIES

45 During Phase II, the countries shall agree if compensation shall be established for the use of the Interconnector. The default condition is that no compensation shall be applied.

11. PRICES AND STETTLEMENT

46 Those TSOs that perform an Opportunity Cross-Border Transaction shall be able to freely agree prices and conditions by Dispatch Interval. Prices and conditions are detailed in “Schedule 1: Prices”.

47 Transmission tariff for each Opportunity Cross-Border Transaction may be agreed freely by the TSOs. Prices and conditions are detailed in “Schedule 2: Transmission Tariffs”. By default, it will be considered that transmission tariffs are zero.

48 Settlement procedures for Opportunity Cross-Border Transactions shall be freely agreed between TSOs, and will be detailed in “Schedule 3: Settlement Procedure”.

12. BILLING OF TRANSACTIONS

49 All Cross-border Transactions ruled by this Agreement shall be denominated in the currency agreed between the TSOs.

50 Billing of transactions shall be made once a month. The last day of the month countries shall exchange the collected metering information and, immediately afterwards, submit the billing corresponding to the energy sold to the other country during that month (except the last day) and the last day of the previous month. The bill shall include the detail of the amount of energy and price for each of the transactions agreed hour by hour. Other charges shall also be included, such as interests on non-paid amounts, penalties, amortization of previous debts, etc.

51 Billing shall be exclusively for the energy sold. No compensations shall be made for energy bought, unless specifically agreed by the Parties.

52 Billing of other items, such as use of cross border transmission facilities, shall be made in a separate bill.

53 The Parties shall have five (5) working days to present a claim on the accuracy of the billing. If no claim is presented the billing shall be considered as accepted by the Party that has received the bill.

54 The claim shall be presented by e-mail to the representative of the TSO, explaining the discrepancies found, and supported by the required calculations.

55 The Party that receives a claim regarding a billing shall have five (5) working days to review the billing, accept the claim and issue another bill or ratify its position. If the Party ratifies its position, then the Parties must proceed to settle their dispute according to Point 55 of this annex.

13. PAYMENT OF TRANSACTIONS

56 Before beginning trading, the Parties shall exchange information on the Bank Account in which the Parties want to receive the payments for the energy sold. The representatives of each TSO involved in the transactions shall exchange the Bank and wiring instructions.

57 No later than 10 days after a bill is accepted the buying Party shall wire the transfer of the funds to the bank account agreed between the parties. Immediately, the buying Party shall communicate by e-mail to the seller the details of the money transfer. The documentation from the established bank corresponding to the money transfer shall be considered as a payment receipt if the seller does not issue other documentation.

58 If the due payment is not made on time, the seller shall be entitled to charge a penalty of xx% monthly on the liabilities. This charge shall be presented explicitly in the following bill issued by the selling Party.

14. PENALTIES FOR NOT COMPLYING WITH AN ACCEPTED OFFER / BID

59 Before the commencement of trading, the parties must settle in written the penalties for not complying with a transaction that was agreed and scheduled according to this agreement.

15. DATA BASES

60 TSOs shall organize and maintain updated a data base with the transactions performed in such a way that it may be later incorporated to the Regional Data Base. Copy of all the information stored in the database will be submitted to the Power Trade Secretariat, which shall be responsible for organising the Regional Database until it can transfer this responsibility to another Regional Institutions or Working Group.

61 The data base shall contain at least the following information in digital format:

I. Dispatched PPAs (quantities and nodes) for each Dispatch Interval, forecasted in the day-ahead dispatch, and registered during real time operation.

II. Cross-Border Load Flows through each Interconnector estimated for each Dispatch Interval in the day ahead National Dispatch, and registered during real time operation.

III. Prices and conditions associated to each performed Opportunity Cross-Border Transaction for each Dispatch Interval.

IV. Prices and conditions agreed on transmission tariffs for each performed Opportunity Cross-Border Transaction (if a remuneration different from zero was agreed).

16. RESOLUTION OF CONFLICTS

62 The representatives of the operative control centres shall make their best efforts to settle any technical and/or operative divergences. If the divergence cannot be solved by the representatives of the operative control centres, it shall be considered as an Operative Controversy.

63 Up to 10 days after an operative controversy has been established, the general managers of the operative control centres shall hold meetings trying to solve the divergence. If during this period it is not possible to reach a solution, the case shall be passed to the authorities of the corresponding TSOs.

64 The authorities of the corresponding TSOs that receive a non-solved operative controversy shall proceed according to Point 65 of this Agreement.

65 Those disputes that may arise between two Parties during trading in Phase II and that cannot be solved in a first instance, shall be treated according to the following procedure:

I. The disputing parties shall appoint representatives for purposes of formalized but amicable discussions, regarding how such disputes may be resolved though compromise;

II. If the dispute involves a highly technical matter and resolution is unable to be reached through amicable discussions between the parties, the opinion of an independent 'expert' agreed by the parties will be taken into account;

III. If no amicable resolution is reached, an international arbitration tribunal will resolve the dispute.

66 The arbitration tribunal shall be integrated by one member appointed by each one of the parties and a last arbitrator that shall be selected by the already appointed members. The last arbitrator shall serve as chairman of the tribunal.

67 The rules and procedures for the international arbitration shall be those established by the International Chamber of Commerce (ICC).

68 The venue for arbitration shall be in a neutral country and established by the tribunal once its members have been appointed.

69 The arbitration process shall be conducted in English.

70 The decisions of the arbitration tribunal shall be final and binding, and the Parties shall waive their right to appeal arbitration decisions to the courts.

71 The role of the National Judicial Systems shall be that of enforcing the arbitration award, and not to review the substance of the arbitration award.

17. NOTICES

Except as otherwise expressly provided in this Agreement, all notices, communications, or other documents which are required or permitted hereunder to be given or made ("Notices") shall be in English, in writing and addressed for the attention of the person indicated below and shall be delivered personally, as evidenced by the corresponding seal or similar evidence of the recipient Party, or sent by reputable international express courier or by facsimile (provided the sender has evidence of successful transmission) and shall be addressed as follows:

If to TSO A: _____

_____

_____

_____

Attention:

Telecopier No.:

Telephone No.:

If to TSO B: _____

_____

_____

_____

Attention:

Telecopier No.:

Telephone No.:

or such other addresses and facsimile numbers as either Party may have notified in written to the other Party.

All notices shall be deemed delivered upon receipt (a) when presented personally, (b) when transmitted by facsimile to the receiving Party's facsimile number specified above, or (c) (XXXX) Day(s) after being delivered to the courier for express delivery, addressed to the receiving Party, at the address indicated above (or such other address as such Party may have specified by written Notice).

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above.

[NAME OF TSO A]

_____

Name:

Title:

[NAME OF TSO B]

_____

Name:

Title:

SCHEDULE 1: PRICES

Schedule 2: Transmission Tariffs

SCHEDULE 3: SETTLEMENT PROCEDURE