

NNLC Glossary

Term	Definition
Act	The Electricity Regulation Act 1999.
Affiliate	Any holding company or subsidiary company of a Party, or any company which is a subsidiary of such holding company and “holding company” and “subsidiary” have the meanings given in sections 8 and 7 respectively of the Companies Act 2014.
Affiliate(s)	Any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
Applicant	The person or persons that has or have applied to the Contracting Entity by submitting a PQQ (Pre-Qualification Questionnaire) Response. The Applicant must be the same legal person or persons, firm or company that is intended to enter into the Contract in the event that the Applicant is successful in the Procurement process.
Applicable Law	Any applicable law, statute, by-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any regulatory body.
Asset	The equipment/unit(s) having a unique MPRN from which the Contractor proposes to

		provide flexibility to the Contracting Entity and for which the Contractor has prequalified and is submitting a response to this RFT. Please also refer to the Proposed Contract section 1. Definitions – “Flexibility Services Asset.”	
Available Availability	or	The Flexible Services, in accordance with the tender requirements and the utilisation instruction, are available to be delivered for the duration of the Service Window and Delivery Period.	
Availability Fee		Fee payable in consideration for the FSP making available the flexible service unit available.	
Availability Payment		Has the meaning in Schedule 2.	
Availability Status		Available or Unavailable.	
Authority		The Commission for Regulation of Utilities.	
Bid(s)		The Tender(s) submitted by the tenderer in response to this RFT.	
Bidder(s)		the Tenderer(s) who submits a bid in response to this RFT.	
Bid Price		Tender Price.	
Baseline		The normal typical behaviour of an asset before a flexibility service is provided. This baseline position will be used to accurately validate and assess delivery of a flexibility service and calculate settlement due to the FSP.	
Business Day		Any day other than a Saturday, a Sunday, or a public holiday in Ireland.	

Business Hours	Between 9:00 am and 5:00 pm on a Business Day.	
Change of Ownership	<p>a) any sale, transfer, or disposal of any legal, beneficial, or equitable interest in fifty per cent (50%) or more of the shares in the Flexible Service Provider (including the control over the exercise of voting rights conferred on those shares, control over the right to appoint or remove directors or the rights to dividends); and/or</p> <p>b) any other arrangements that have or may have or which result in the same effect as sub-clause (a) above.</p>	
Consortium	A consortium, joint venture, or group of two or more legal persons, acting jointly and submitting a single Tender.	

Charges	The Availability Payment and Utilisation Payment set out in Schedule 2 of this Agreement.	
Commencement Date	The date set out in Part 2 of this Agreement.	
Confidential Information	Any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, customers and/or suppliers of a Party (and/or any its Affiliates) together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential.	
Contract	The contract to be entered into by the Contracting Entity and the Contractor, for the Services.	
Contracting Entity	ESB Networks DAC a statutory corporation having its principal place of business at Three Gateway, East Wall Road, Dublin 3.	
Contract Notice	The contract notice published in the OJEU and on the eTenders website eTenders.gov.ie in respect of this Procurement.	
Contractor	The legal entity with which the Contracting Entity will ultimately contract. In these Instructions to Tenderers the use of the word ‘Contractor’	

	should be interpreted as meaning supplier, service provider, consultant, or contractor, as appropriate.	
Connection Agreement	Has the meaning set out in the General Conditions for Connection of Industrial and Commercial Customers and Generators to the Distribution System, and Conditions for Connection to the Distribution System for Customers less than 100kVA.	
Controller or Data Controller	Has the meaning given to “Controller” under the Data Protection Laws.	
Data Protection Laws or Legislation	All applicable national and EU data protection laws, regulations and guidelines including but not limited to the Data Protection Act 2018, Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation”), and any guidelines and codes of practice issued by the Office of the Data Protection Commissioner or other supervisory authority for data protection in Ireland from time to time.	
Data Subject	Has the meaning given under the Data Protection Laws.	
Distributed Energy Resource (DER)	A generation, storage or demand response asset connected to the distribution system.	

Defect	An issue that may arise with the FSA equipment, metering or the communication interface between the Company and Flexible Service Provider which results in an apparent non-delivery of Flexibility Services or a misinformed delivery of Flexibility Services.	
Delivery Period	The time periods during the Service Window during which the Flexible Service Provider agrees to make Available, and provide in accordance with this Agreement, the Flexibility Services to the Company, as defined in Schedule 1.	
Disclosing Party	The Party disclosing Confidential Information to the Receiving Party.	
Discretionary Flexibility Services	Additional Flexibility Services requested by the Company outside of or in addition to the Service Requirements detailed within this Agreement.	
Discretionary Service Windows	In respect of a FSU/FSA, periods during the Term of the Agreement that are not Service Windows.	
Discretionary Utilisation Fee	The fee for providing Discretionary Flexibility Services as specified in Schedule 1.	
Discretionary Utilisation Request	A request for Flexibility Services from the Company in	

	respect of a FSU/FSA during a Discretionary Service Period.	
Distributed Energy Resources or DER	A generation, storage or demand response asset connected to the distribution system.	
Distribution Code	The regulations made by the Company setting out the distribution code pursuant to Section 33 of the Act and approved by the Authority as from time to time may be advised, amended, supplemented, or replaced with the approval of or by the insistence of the Authority.	
Distribution System	The system which consists of electric lines, electric Plant, transformers, and switchgear and which is used for conveying electricity to final Customers.	
Distribution License	The licence issued under section 14 (1)(g) of the Act to the Company as operator of the Network.	
Due Date for Payment	Due Date for Payment has the meaning given to it in Schedule 2.	
ESB	Electricity Supply Board, a statutory corporation, having its principal place of business at 27 Lower Fitzwilliam Street, Dublin 2.	
ESB Networks DAC	ESB Networks DAC, a wholly owned subsidiary company of ESB, having its principal place of business at Three	

	Gateway, East Wall Road, Dublin 3.	
Expiry Date	The date this Agreement expires as set out in Part 2 of this Agreement and as can be extended pursuant to Clause 2.	
Flexible Capacity	The change in active power relative to the baseline for the FSU, which is offered, and which will be delivered during the Delivery Period as set out in Schedule 1.	
Flexibility Services	The services to be provided by the Flexible Service Provider to the Company under and in accordance with this Agreement which give the Company the ability to manage the load at a specific point of the Network at certain points in time.	
Flexible Service Asset” (FSA)	A single standalone DER asset and/or installation capable of providing a flexibility service. A flexible service asset shall have the technical and operational capability to deliver flexible services in response to dispatch instructions from the relevant System Operator in accordance with the relevant Grid Code or Distribution Code.	
Flexible Service Provider (FSP)	A legal entity which owns or has rights to operate Flexible Service Unit(s) consisting of Flexible Service Asset(s).	

<p>Flexible Service Unit (FSU)</p>	<p>A single or aggregated flexible services asset(s) in the same flexibility zone acting collectively to provide a flexible network service. FSUs, and assets within, shall have the technical and operational capability to collectively deliver flexible services in response to dispatch instructions from the relevant System Operator in accordance with the relevant Grid Code or Distribution Code.</p> <p>The single or aggregated flexible services asset(s) in the same flexibility zone as tendered in Section 4 (Pricing Schedule). Please also refer to the Proposed Contract section 1. Definitions – “Flexibility Services Unit.”</p>	
<p>Force Majeure</p>	<p>Any unforeseeable event or circumstance which is beyond either the Company’s or the Flexible Service Provider’s (as the case may be) reasonable control or its employees and which results in or causes its failure to perform any of its obligations under the Agreement, provided that: (a) lack of funds; or (b) any failure or fault in the FSU/FSA, including insufficient fuel, shall not constitute Force Majeure.</p>	
<p>Flexibility</p>	<p>The ability of the distribution system and its customers (generation, demand, storage, and prosumers) to respond to changing states of generation,</p>	

	demand and network characteristics over specific timeframes and adapt individual or collective user behaviour so as to improve the overall utilisation and security of the electrical system and its resources.	
Flexibility Product	A discrete change in electrical characteristic of an electricity system user such as active power, reactive power, voltage, or stored energy over a specific timeframe that is quantifiable and measurable.	
Flexibility Service	The provision of flexibility products, under a set of agreed terms for availability, delivery, quality of performance and remuneration.	
Flexibility Zone	An area of electrical connectivity where a network need has been identified.	
GDPR	General Data Protection Regulation EU 2016/679 and any primary or secondary legislation enacted pursuant to or in the exercise of any rights obligations or options conferred on Ireland by the said Regulation.	
“Good Practice Industry	The exercise of the degree of care, skill, and diligence, which would reasonably be expected from an experienced and competent person carrying out services of a similar nature, scope, and complexity as the Flexibility Services.	

Grid Code	The conditions, procedures, provisions, and codes governing the planning and operation of the Transmission System and the scheduling and dispatch of generation pursuant to Section 33 of the Act and approved by the Authority as from time to time revised, amended, supplemented, or replaced with the approval of or at the insistence of the Authority.	
Group	In relation to a company, that company, any subsidiary or holding company of that company, and any subsidiary of a holding company of that company. For the purposes of this definition the terms “holding company” and “subsidiary” shall have the meanings assigned to them by in sections 8 and 7 respectively of the Companies Act 2014.	
Intellectual Property Right	Patents, rights in or to inventions, copyright and related rights, trademarks, service marks, business names, rights in get-up goodwill and the right to sue for passing off, rights in designs, rights in domain names and website addresses, rights in computer software, database rights, rights to use and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether	

	<p>registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.</p>	
Insolvency Event	<p>A Party becoming insolvent or entering into liquidation or receivership or being the subject of an application for an administration order or suffering an administrative receiver or similar officer to be appointed in relation to the whole or any part of its assets or convening a meeting to make a composition or voluntary arrangement with its creditors or suffering any material judgement to be executed in relation to any of its property or assets or if an encumbrancer takes possession of or sells any Party's assets or if an application is made to a court of competent jurisdiction by a Party for protection from its creditors generally or if any other steps are taken for the winding up of that Party (otherwise than for the purpose of an amalgamation or reconstruction) including the passing of a resolution for the Party's winding-up or the making by a court of competent jurisdiction of an order for the winding-up or the dissolution of that Party.</p>	
Insurer	<p>Insurer or insurance broker authorised by the relevant</p>	

	competent authority to underwrite that line of business in Ireland, and which have a Standard & Poor's (or equivalent) credit rating of at least A- (or equivalent).	
Lead Consortium Member	Where the Tenderer is a Consortium, the consortium member identified in the Tenderer's PQQ Response as the Lead Consortium Member.	
Levelised Cost	The total cost of the bid is divided by the flexible capacity offered (for evaluation purposes only).	
Material Adverse Effect	<p>Any event or circumstance which, in the opinion of the Company:</p> <ul style="list-style-type: none"> (a) is likely to materially and adversely affect the Flexible Service Provider's ability to perform or otherwise comply with all or any of its obligations under this Agreement; or (b) is likely to affect the business materially and adversely, operations, property, condition (financial or 	

		otherwise) or prospects of the Company.	
MPRN		Means a meter point reference number.	
Maximum Import Capacity		The maximum permissible amount of electricity to be imported from the Distribution System at the Connection Point expressed in kVA and referred to as being the “Maximum Import Capacity” in Schedule 1 to the Connection Agreement.	
Maximum Export Capacity		The maximum permissible amount of electricity to be exported onto the Distribution System at the Connection Point expressed in kVA and referred to as being the “Maximum Export Capacity” in Schedule 1 to the Connection Agreement.	
Network		The electricity distribution system operated by the Company to which the FSU/FSA is connected.	
Nominated Person		The persons appointed by the Flexible Service Provider and the Company to be responsible for ensuring the performance of this Agreement.	
Non-Operational Notice		A formal notice as described in Clause 20.	
OJEU		The Official Journal of the European Union.	
Personal Data		Has the meaning given under the Data Protection Laws.	

Preferred Tenderer(s)	the Tenderer(s) selected or provisionally selected from the Procurement process as the successful Tenderer.	
Partial Asset Capacity Bid	Means ESB Networks will accept a bid from a FSP who has the entire required capacity per the tender but choose not to bid for the entire required capacity.	
Pre-Qualification Questionnaire	The pre-qualification questionnaire that is issued by the Contracting Entity to pre-qualify the Applicants who will then be issued with a Request for Tender (together with any written clarifications issued by the Contracting Entity in respect of the PQQ).	
Pricing Documents	The form of Tender and pricing documents submitted by Tenderers, included at Section 1 (<i>Instructions to Tenderers</i>) and Section 4(<i>Pricing Documents</i>) respectively of the RFT.	
Product	Secure, Dynamic and Restore as defined in Section 3 (Flexibility Specification).	
Procurement	This procurement is pursuant to the OJEU Contract Notice which includes the entire negotiated process.	
Performance Statement	A statement in relation to the performance of Flexibility Services providers responding to Utilisation instructions and the state of their Availability.	
Processing	Has the meaning in the Data Protection Legislation.	

Proving Test	The tests, more particularly described in Schedule 5, undertaken in accordance with Clause 5.4 and Clause 11.	
Proposed Contract	Defined in paragraph 3.7 (<i>Proposed Contract Terms</i>) of the Instructions to Tenderers.	
Regulations	The European Union (Award of Contracts by Utility Undertakings) Regulations 2016 (S.I. No. 286 of 2016).	
Request for tender (RFT)	The request issued by the Contracting Entity to the pre-qualified Applicants following the pre-qualification stage of the Procurement process, to submit a detailed tender (together with any written clarifications and/or other information made available by or on behalf of the Contracting Entity in respect of the RFT).	
Response or PQQ Response	An application for pre-qualification submitted in response to the Contract Notice and the PQQ including any clarifications requested from, and submitted by, the Applicant.	
Receiving Party	The Party receiving Confidential Information from the Disclosing Party.	
Recovery Time	The minimum time required between the end of a Flexibility Service delivery and the commencement of the next Flexibility Service delivery, as defined in Schedule 1.	

Requested End Time	The date and time (to the nearest minute) as notified in accordance with Clause 3 and/or Schedule 4 at which the Requested MW is no longer required to be delivered.	
Requested MW	The MW requested in accordance with Clause 3 and/or Schedule 4.	
Requested Start Time	The date and time (to the nearest minute) as notified in accordance with Clause 3 and/or Schedule 4 at which the Requested MW shall be delivered.	
Requirements	The Requirements for Agents, Suppliers, Advisors, and other Third Parties arising in connection with ESB policies set out at http://www.esb.ie/main/about-esb/procurement-policy.jsp and in Schedule 6.	
Schedules	The Schedules annexed to and forming part of this Agreement.	
Services	The provision of Flexibility Services as described in paragraph 1.4 above (<i>Scope of the Services</i>) of these Instructions to Tenderers, in the Flexibility Services Specification, Contract and associated documentation.	
Service Failure	meaning is defined in Schedule 1 Part 3 .	
Service Meter	The measuring equipment, as defined by the Company in	

	Schedule 5 of this Agreement, that shall be used to determine delivery of the Service.	
Service Meter Data	The meter data recorded at the Service Meter at the FSA (s) listed in Schedule 5.	
Service Requirements	The specification that the Flexibility Services must be capable of meeting, as defined in Schedule 1.	
Statutory Requirements	The requirements placed on the Company and/or the Flexible Service Provider or affecting or governing the provision and/or use of the Flexibility Services by Applicable Law and/or the Distribution Licence and/or the Authority and/or any relevant codes of practice issued by any government agency or body including in relation to health, safety, and environmental matters.	
Stop Instruction	An instruction from the Company to the Flexible Service Provider, instructing the Flexible Service Provider to cease delivery of the Flexibility Services, as more particularly described in Schedule 4.	
Supervisory Authority	The Data Protection Commission and any supervisory authority having relevant jurisdiction pursuant to the GDPR.	

Service Window	The time periods during which the FSP agrees to make Available, and provide in accordance with this Agreement, the Flexibility Services to the ESB Networks.	
SH&W Legislation	Safety, Health & Welfare at Work Act 2005 as subsequently amended, modified, or replaced and the Safety, Health & Welfare at Work (Construction) Regulations 2013 (S.I. No. 291 of 2013) as amended, modified, or replaced, and all regulations issued under the 2005 Act or otherwise in connection with health and safety.	
Specification	The Contracting Entity's requirements as set forth in Section 3 (<i>Flexibility Specification</i>) to the Request for Tender (RFT).	
Subcontractor	Those subcontractors and any successor or assignee thereof who is employed or will be employed by the Contractor pursuant to the relevant clauses in the Contract.	
Tax Clearance Certificate	A written confirmation from the Office of the Revenue Commissioners that a contractor's tax affairs are in order at the date of issue of the certificate.	
Term	The duration of this Agreement.	
Transmission System	The system of electric line comprising wholly or mainly high voltage line and electric	

	plant which is used for conveying electricity from a generating station to a substation, from one generation station to another, from one substation to another or to or from any interconnector or to final customers.	
Tenderer(s)	Any Applicant(s) invited to submit a Tender and who submits or intends to submit a tender in response to the Request for Tender.	
Tender(s)	The tender(s) submitted for the Contract in response to the RFT (including the Pricing Documents).	
Tender Price	The price stated in the Form of Tender included in Appendix 1 (<i>Form of Tender</i>) of these Instructions to Tenderers and Pricing Documents (Section 4 of the RFT).	
Tender Validity Period	As defined in paragraph 3.11 (Tender Validity Period) of these Instructions to Tenderers.	
Unavailable	Means that the Flexibility Services, in accordance with the Service Requirements, are not available to be delivered to ESB Networks.	
Utilisation	The provision of a response of a Flexible Service Unit to agreed product characteristics and service agreement as per the contract.	
Utilisation Payment	Has the meaning in Schedule 2.	

Utilisation Fee	The amount payable by ESB Networks to the FSP for the utilisation of any Flexibility Service Unit.	
Utilisation Instruction	An instruction by ESB Networks to the FSP to deliver Flexibility Services.	
Zone or Flexibility Zone	An area of electrical connectivity where a network need has been identified' or where the Flexibility Services will be provided and to which the Flexibility Services will be delivered. For the purposes of this RFT the Zones are as set out in in Section 3 (Flexibility Specification).	