#### Optional Downward Flexibility Management (ODFM) Service Terms

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1. Introduction

1.1 These ODFM Service Terms shall apply to each Registered Service Provider who has been registered by NGESO as a Registered ODFM Participant, and with respect to each Eligible Asset registered by that Registered ODFM Participant for use in the procurement by NGESO of Optional Downward Flexibility Management in accordance with the Optional Downward Flexibility Management Guidance Document.

1.2 Each Registered ODFM Participant is referred to in these ODGM Service Terms as a “Service Provider”, and each such registered Eligible Asset may be allocated (either singly or in conjunction with one or more other Eligible Assets) to a Contracted Unit in accordance with the Optional Downward Flexibility Management Guidance Document.

1.3 Optional Downward Flexibility Management may be delivered from a Contracted Unit as either Output Curtailment or Demand Turn Up, in each case by reference to a Registered Service Volume, as notified by the Service Provider to NGESO in accordance with the Optional Downward Flexibility Management Guidance Document.

2. Changes to these ODFM Service Terms

2.1 Subject always to paragraph 2.2, NGESO may update these ODFM Service Terms from time to time by publication of an updated version on NGESO’s website, and each such updated version shall be effective from the date shown on its front cover which (unless required by Law) shall be not earlier than the date five (5) Business Days after the date of publication.

2.2 To the extent required by the Electricity Balancing Guidelines, any variation to these ODFM Service Terms will be proposed and implemented in accordance with the applicable requirements in the Electricity Balancing Guidelines.

3. ODFM General Terms and Conditions and ODFM Glossary of Terms and Rules of Interpretation

3.1 These ODFM Service Terms are subject to the prevailing ODFM General Terms and Conditions published by NGESO alongside these ODFM Service Terms.

3.2 Unless the context otherwise requires, any capitalised term used in these ODFM Service Terms shall have the meaning given to it (if any) in the prevailing ODFM Glossary of Terms and Rules of Interpretation published by NGESO alongside these ODFM Service Terms, and the rules of interpretation set out in that document shall also apply.

3.3 For the purposes of paragraphs 3.1 and 3.2, with respect to any period of delivery of Optional Downward Flexibility Management by any Service Provider from a Contracted Unit, “prevailing” shall mean the latest version of the applicable document which is was in effect at the deadline for submission of Availability Declarations for that Trading Day, otherwise shall mean the latest version of the applicable document in effect at the relevant time.

4. Warranty

4.1 The Service Provider warrants and undertakes to NGESO that any Eligible Asset from time to time forming a part of a Contracted Unit will not be BM Participating at any time during any period of availability of Output Curtailment or Demand Turn Up (as the case may be) from that Contracted Unit shown in an Availability Declaration.

5. Service Availability

5.1 Subject always to paragraph 5.4, and having regard to paragraph 5.6, a Service Provider may from time to time, and with respect to any one or more Settlement Periods in a Trading Day, offer to provide Optional Summer Flexibility to NGESO by indicating to NGESO in the form set out in the Optional Downward Flexibility Management Guidance Document (“Availability Declaration”), for any of its Contracted Units:

i. the availability of Output Curtailment or Demand Turn Up (as the case may be); and

ii. its offered Service Fee (in £/MW/h).
5.2 Each continuous period of availability of Optional Downward Flexibility Management set out in an Availability Declaration is referred to in these ODFM Service Terms as an “Offered Service Period”.

5.3 An Availability Declaration:-

i. shall by submitted by email in accordance with paragraph 13.2;

ii. shall include all associated data as required by NGESO in the Optional Downward Flexibility Management Guidance Document;

iii. shall apply to each successive Trading Day on a rolling basis unless and until replaced by a subsequent properly completed Availability Declaration submitted by the Service Provider pursuant to paragraph 5.1 and this paragraph 5.3; and

iv. in respect of any of the seven consecutive Trading Days commencing 23.00 hours on Friday, may not be submitted later than 15.00 hours on the previous Wednesday, except to indicate unavailability in the circumstances set out in paragraphs 5.5 or 6.4 or as may otherwise be permitted by notification from NGESO by email.

5.4 Until such time as a properly completed Availability Declaration is submitted by the Service Provider pursuant to paragraph 5.1, the Service Provider shall be deemed to have offered Optional Downward Flexibility Management to NGESO in each Trading Day in accordance with any default Availability Declaration which may be agreed between the Parties for such purpose in accordance with the Optional Downward Flexibility Management Guidance Document.

5.5 Where the Service Provider becomes aware that any Contracted Unit (including any component Eligible Asset) has or will become unable (for whatever reason) to provide Output Curtailment or Demand Turn Up (as the case may be) in all or any part of any Offered Service Period, it will promptly resubmit its Availability Declaration for that Contracted Unit to indicate unavailability of Optional Downward Flexibility Management in the relevant Settlement Period(s), provided always that where the Service Provider becomes so aware after submission by NGESO of a Service Instruction then paragraph 6.3iv shall apply.

5.6 For the purposes of paragraphs 5.5 and 6.3iv, the circumstances where a Contracted Unit shall be deemed to be unable to provide Optional Downward Flexibility Management shall include:-

i. in the case of Output Curtailment, where the aggregate Output of the Contracted Unit is reasonably expected to be zero due to planned or unplanned outage of Plant and Equipment;

ii. in the case of Output Curtailment, except where the Contracted Unit comprises an Intermittent Renewable Power Station, where the aggregate Output of the Contracted Unit is reasonably expected to be below the Registered Service Volume;

iii. in the case of Output Curtailment, where the aggregate Output of the Contracted Unit can only be partially curtailed;

iv. in the case of Demand Turn Up, where the “headroom” between Maximum Import Capability and actual Demand is reasonably expected to be less than the Registered Service Volume (subject to a +/- 10% tolerance); and

v. in the case of Output Curtailment or Demand Turn Up, where delivery of Optional Downward Flexibility Management would reasonably be expected to be impaired or otherwise prejudiced by the Service Provider’s performance of any agreement with a third party for flexibility or other services or by delivery by the Service Provider of any other Balancing Service which is inconsistent or otherwise in conflict with the delivery of Optional Downward Flexibility Management, as more particularly described in paragraphs 12.1 and 12.5.

5.7 Where NGESO has reasonable grounds for believing that a Contracted Unit is unable to provide Output Curtailment or Demand Turn Up (as the case may be) in accordance with its Availability Declaration in all or any part of an Offered Service Period, then notwithstanding that the Service Provider shall not have resubmitted its Availability Declaration in accordance with paragraph 5.5 or notified NGESO in accordance with paragraph 6.3iv (as the case may be), and for the purposes of paragraph 7, the Contracted Unit shall
be deemed to be unavailable to deliver Optional Downward Flexibility Management for the entirety of the Offered Service Period in question (including any part thereof prior to the commencement of unavailability).

5.8 For the avoidance of doubt, after the deadline for submission of Availability Declarations pursuant to paragraph 5.3iv, and in respect of the following seven Trading Days referred to therein:-

i. no periods of unavailability (whether declared by the Service Provider in that Availability Declaration or in any resubmitted Availability Declaration pursuant to paragraph 5.5 or notified later pursuant to paragraph 6.3iv) may subsequently be declared as available by the Service Provider; and

ii. the prevailing offered Service Fee as at that time shall not be capable of being changed.

5.9 The registration of Eligible Assets to a Contracted Unit may not be changed so as to be effective during any Instructed Service Period.

6. Service Delivery

6.1 In respect of any one or more consecutive Settlement Periods falling in any Offered Service Period, NGESO may indicate to the Service Provider, in accordance with paragraph 6.2, that it requires the Contracted Unit to provide Output Curtailment or Demand Turn Up (as the case may be).

6.2 Each notification from NGESO pursuant to paragraph 6.1 (a “Service Instruction”) shall:

i. be submitted by email in accordance with paragraph 13.2;

ii. be given to the Service Provider as close as reasonably practicable to 17.00 hours on the Trading Day prior to that in which the Offered Service Period falls; and

iii. specify the Settlement Periods over which the Output Curtailment or Demand Turn Up is required (“the Instructed Service Period”), which shall be a consecutive period not shorter than three (3) hours.

6.3 Following submission by NGESO of a Service Instruction, the Service Provider shall:

i. acknowledge the Service Instruction by email to NGESO in accordance with paragraph 13.2 (in such format as NGESO may specify from time to time) within sixty (60) minutes of receipt by way of confirmation that it will respond accordingly;

ii. subject always to iii and iv below, procure that:-

1. in the case of Output Curtailment, the instantaneous values of aggregate Output of the Contracted Unit during each Settlement Period in the Instructed Service Period do not at any time exceed zero MW (subject to a +/- 10% tolerance), save for reasons relating to the safety of persons or the Service Provider’s Plant and Equipment; or

2. in the case of Demand Turn Up, the aggregate Demand of the Contracted Unit at the start of the Instructed Service Period represents an increase in aggregate Demand of the Contracted Unit of at least the Registered Service Volume (relative to the average aggregate Demand over the two Settlement Periods immediately prior to the Instructed Service Period), and must be maintained at not less than such increased level (subject to a +/- 10% tolerance) throughout the Instructed Service Period, save for reasons relating to the safety of persons or the Service Provider’s Plant and Equipment;

iii. the Instructed Service Period shall include the minimum period of time (if any) that the Contracted Unit takes to ramp up and ramp down, and accordingly the aggregate Output or Demand (as the case may be) during the Instructed Service Period required pursuant to ii above shall be expected to deviate consistently with the Ramping Rates (but not otherwise);

iv. without prejudice to its obligations under paragraph 5.5, notify NGESO by telephone, and confirm promptly thereafter by email (in such format as NGESO may specify from time to time), in each case in accordance with paragraph 13.2, if it reasonably expects or becomes aware that during all or any part of any Settlement Period(s) in the Instructed Service Period the Contracted Unit is or will be unable (for whatever reason) to provide Optional Downward Flexibility Management, whereupon the
**Contracted Unit** shall be deemed to be unavailable to deliver **Optional Downward Flexibility Management** for the entirety of the **Instructed Service Period** in question (including any part thereof prior to the time of the **Service Provider**'s notification to NGESO).

6.4 Where the **Service Provider** has either:-

i. been unable to indicate in its acknowledgement of a **Service Instruction** pursuant to paragraph 6.3i that it will be responding in accordance with that **Service Instruction**; or

ii. has given such indication but has subsequently notified NGESO pursuant to paragraph 6.3iv of its inability to provide **Optional Downward Flexibility Management**, then it shall promptly resubmit its **Availability Declaration** for that **Contracted Unit** to indicate unavailability of **Optional Downward Flexibility Management** for the entire **Instructed Service Period** in question and also (as applicable) for the remainder of the **Offered Service Period** in question and for any other **Offered Service Period**.

6.5 With respect to **Ramping Rates**:-

i. the **Service Provider** shall procure that the **Ramping Rates** at all times reflect the true operating characteristics of the relevant **Eligible Asset(s)** and its best estimate of the time taken (using all reasonable endeavours to minimise the same) to initiate the change in level of **Output** or **Demand** in response to a **Service Instruction**;

ii. for the purposes of paragraphs 7.3i2 and ii2, the **Ramping Rates** (to the extent comprising the time taken to initiate the change in level of **Output** or **Demand**) shall be extended by any “fallback” instruction processing time which may be notified by the **Service Provider** to NGESO in accordance with the **Optional Downward Flexibility Management Guidance Document** in the event the **Service Provider**’s initial initiation of such change in level of **Output** or **Demand** is prevented by failure of **Plant and Equipment** beyond the reasonable control of the **Provider** and this is notified in writing to NGESO in accordance with the **Optional Downward Flexibility Management Guidance Document**;

iii. where a **Contracted Unit** is comprised of two or more **Eligible Assets**, **Ramping Rates** for each **Eligible Asset** shall (unless otherwise indicated by **Service Provider** in accordance with the **Optional Downward Flexibility Management Guidance Document**) be assumed to be cumulative and applied consecutively in the order indicated by the **Service Provider** in accordance with the **Optional Downward Flexibility Management Guidance Document** in order to derive the **Ramping Rates** for that **Contracted Unit**; and

iv. it is NGESO’s expectation that, with respect to any **Service Instruction**, the **Service Provider** will not initiate the change in level of **Output** or **Demand** until the start of the **Instructed Service Period**.

7. **Service Payments**

7.1 Subject to paragraphs 7.2 and 7.4 and to the **Service Provider** complying in full with its obligations in respect of **Optional Downward Flexibility Management**, NGESO shall pay to the **Service Provider** for each **Instructed Service Period** in the calendar month a **Service Payment**, calculated as follows:-

\[
SP = \sum_{j}^{ISP} (RSV_{CU} \times SF_{CU} \times 0.5) \times F1
\]

Where

- **SP** = the **Service Payment** for the **Instructed Service Period**
- \(\sum_{j}^{ISP}\) = the summation over each **Settlement Period** \(j\) in the **Instructed Service Period**
- **RSV\(_{CU}\)** = the **Registered Service Volume** for the **Contracted Unit**
- **SF\(_{CU}\)** = the **Service Provider**'s offered **Service Fee** for the **Contracted Unit** for the **Offered Service Period** in which the **Settlement Period** falls
F1 = 0 where Optional Downward Flexibility Management is unavailable or deemed unavailable in any Settlement Period from the Contracted Unit pursuant to these ODFM Service Terms, otherwise 1.

7.2 Subject always to paragraph 7.3, the Service Provider shall not be entitled to a Service Payment for any Instructed Service Period pursuant to paragraph 7.1 where, in respect of any one or more Settlement Periods in that Instructed Service Period, the aggregate Output or Demand (as the case may be) of the Contracted Unit at any time is inconsistent with the level required by paragraphs 6.3ii and 6.3iii above.

7.3 Where, in response to a Service Instruction:

i. the required level of Output or Demand is reached during the Instructed Service Period but:-

1. sooner than implied by the Ramping Rates, then that shall be a permitted deviation from the required level of Output or Demand for the purposes of paragraphs 6.3iii and 7.2; or

2. later than implied by the Ramping Rates (as may be extended in accordance with paragraph 6.5), then the Service Provider shall be entitled to a Service Payment but NGESO may (at its sole discretion) withhold fifty percent (50%) of that portion of the Service Payment attributable to the Settlement Periods from and including the start of the Instructed Service Period to and including that in which the required level of Output or Demand is reached.

ii. the required level of Output or Demand is reached at the end of the Instructed Service Period but ramping commenced:

1. later than implied by the Ramping Rates, then that shall be a permitted deviation from the required level of Output or Demand for the purposes of paragraphs 6.3iii and 7.2; or

2. sooner than implied by the Ramping Rates (as may be extended in accordance with paragraph 6.5), then the Service Provider shall be entitled to a Service Payment but NGESO may (at its sole discretion) withhold fifty percent (50%) of that portion of the Service Payment attributable to the Settlement Periods from and including the expiry of the Instructed Service Period.

7.4 No Service Payment shall be made by NGESO to the Service Provider pursuant to this paragraph 7 in respect of any Instructed Service Period to which paragraph 5.7 or 6.3iv applies.

8. Payment Procedure

8.1 NGESO shall not later than eighteen (18) Business Days following the end of a calendar month in respect of which one or more Service Instructions have been given, send to the Service Provider in accordance with paragraph 4 (Payments) of the ODFM General Terms and Conditions a Monthly Statement setting out its calculation of:-

i. the Service Payment payable to the Service Provider pursuant to paragraph 7 in respect of each such Service Instruction;

ii. any adjustments made to previous Monthly Statements; and

iii. the resulting net amount due to (or from, as the case may be) the Service Provider,

and in respect thereof the provisions of paragraph 4 (Payments) of the ODFM General Terms and Conditions shall apply.


9.1 The provision by the Service Provider of Optional Downward Flexibility Management in accordance with these ODFM Service Terms shall not relieve it of any of its obligations or affect such obligations (where applicable) set out in the Grid Code (including its obligations (if any) to provide Mode A Frequency Response when instructed by NGESO pursuant to the CUSC and/or the Grid Code or to provide Demand control when instructed by NGESO pursuant to Grid Code OC6) or in the Distribution Code of its host Public Distribution System Operator.
9.2 Without limiting paragraph 9.1, each Service Provider that is or becomes a DRSC Liable User shall, for the duration of each Instructed Service Period, comply in all respects with the Demand Response Services Code as it refers to Demand Response Active Power Control.

9.3 Further without limiting paragraph 9.1, nothing in these ODFM Service Terms shall relieve a Service Provider from submitting Physical Notifications to NGESO with respect to any Generating Unit in accordance with the Grid Code where it has agreed to do so under any Bilateral Embedded Licence exemptable Large power station Agreement (BELLA) to which it may be a party or from any other of its obligations to NGESO thereunder.

10. Maintenance of Eligible Assets

The Service Provider shall maintain each Eligible Asset to such a standard that the Service Provider can meet its obligations to provide Optional Downward Flexibility Management in accordance with these ODFM Service Terms.

11. Third Party Claims

11.1 The Service Provider undertakes to NGESO that the availability and delivery of Optional Downward Flexibility Management from any Contracted Unit pursuant to and in accordance with these ODFM Service Terms will not at any time during any Instructed Service Period cause the Service Provider to be in breach of or to otherwise be non-compliant with any Connection Agreement and/or any agreement for the supply of electricity or related services to or from any constituent Eligible Asset or any Plant and Apparatus associated with it.

11.2 Notwithstanding paragraph 11.1, in the event that the Service Provider delivers Optional Downward Flexibility Management in accordance with these ODFM Service Terms in consequence of which NGESO suffers or incurs any loss in respect of a claim brought by any third party related to any actual or alleged breach or non-compliance by the Service Provider as described in paragraph 11.1, then the Service Provider shall indemnify NGESO against all and any losses, liabilities, claims, expenses and demands suffered or incurred by NGESO in connection therewith. Such indemnity shall include any legal costs and expenses reasonably incurred in the contesting of such claims including the court costs and reasonable attorney’s fees and other professional advisors’ fees. The Parties agree and accept that, for the purposes of paragraph 5 (Limitations on Liability) of the ODFM General Terms and Conditions, all such legal costs and expenses expressed to be the subject of such indemnity shall be treated as direct losses.

11.3 In the event of any such claim referred to in paragraph 11.2 being made against NGESO, NGESO shall as soon as reasonably practicable give notice of the claim together with all relevant supporting documentation to the Service Provider. The Service Provider shall be entitled, upon written notice to NGESO and subject to NGESO receiving from the Service Provider such reasonable undertakings as NGESO shall reasonably require to protect NGESO against damage to its name and reputation, to assume at its own expense the sole conduct of all proceedings relating to such claim including the right to contest such claim in the name of NGESO. NGESO shall supply the Service Provider with all information, assistance and particulars reasonably required by the Service Provider in connection therewith. NGESO shall not accept, settle, pay or compromise any such claim without the prior written approval of the Service Provider (not to be unreasonably withheld or delayed). The Service Provider shall reimburse to NGESO all of its reasonable expenses incurred in connection with the provision of any such information, assistance or particulars in the contesting of any such claim.

12. Provision of Other Services

12.1 The Service Provider undertakes to NGESO that the availability and delivery of Optional Downward Flexibility Management from any Contracted Unit pursuant to and in accordance with ODFM Service Terms will not at any time during any Instructed Service Period be impaired or otherwise prejudiced by the Service Provider’s performance of any agreement with a third party (including another Service Provider) relating to any Eligible Asset or any associated Plant and Apparatus, including the making available and/or delivery of services to that third party by the Service Provider (whether by way of increases or reductions in Generation or Demand or stipulated running profiles, participation in any other services (including where part of a trial service) or otherwise, and whether to assist in the management, operation or protection of a User System or pursuant to the Capacity Market Rules or otherwise).
12.2 Notwithstanding paragraph 12.1, and without prejudice to paragraph 12.6, in the event that the Service Provider is unable to provide Optional Downward Flexibility Management (to any extent) in all or any part of any Instructed Service Period for any reason described in paragraph 12.1, then the Service Provider shall give a full explanation to NGESO when notifying its inability to provide Optional Downward Flexibility Management pursuant to paragraph 6.3iv, and NGESO may in its absolute discretion (except where paragraph 12.5 applies) suspend the registration of the Service Provider as a Registered ODFM Participant pursuant to paragraph 14.1 and/or suspend the registration of the relevant Eligible Asset(s) pursuant to paragraph 14.2.

12.3 Subject always to paragraph 12.4, and irrespective of whether or not NGESO elects to suspend the registration of the Service Provider as a Registered ODFM Participant, the Service Provider hereby agrees to reimburse NGESO all and any additional costs and expenses incurred by it as a result of such inability including NGESO’s additional costs of alternative or replacement service provision.

12.4 The amount or amounts for which the Service Provider may be liable to reimburse NGESO pursuant to paragraph 12.3 in respect of any single Service Instruction shall not exceed in aggregate the greater of (1) two hundred and fifty thousand pounds sterling (£250,000), and (2) an amount equal to the aggregate Service Payments in respect of that Contracted Unit calculated by reference to all Instructed Service Periods in respect of the relevant Trading Day (ignoring any periods of unavailability and whether or not declared by the Service Provider).

12.5 Where, during any one or more Settlement Periods in an Instructed Service Period, a Service Provider is required under the terms of any agreement with NGESO to provide from any Eligible Asset any other Balancing Service (except with respect to Reactive Power) the Parties agree and acknowledge that Optional Downward Flexibility Management cannot be provided simultaneously with such other Balancing Service and to the extent that such service provision either overlaps to any extent with an Instructed Service Period and/or is otherwise inconsistent or in conflict with the delivery of Optional Downward Flexibility Management, then the relevant Contracted Unit shall be deemed unavailable for the purposes of paragraph 7.

12.6 Where, during any one or more Settlement Periods in an Instructed Service Period, a Service Provider is making available and/or delivering services to a third party in breach of paragraph 12.1, then the relevant Contracted Unit shall be deemed unavailable for the purposes of paragraph 7.

13. Communications

13.1 Any communications required by these ODFM Service Terms to be given in writing shall unless otherwise provided in this paragraph 13 be made and deemed to have been received in accordance with paragraph 10 (Notices) of the ODFM General Terms and Conditions save as may be otherwise agreed by the Parties.

13.2 All Availability Declarations, Service Instructions and other notifications from one Party to the other required by these ODFM Service Terms to be made by email or telephone shall be submitted by the relevant Party to the other using the email addresses and telephone numbers which, for the Service Provider, shall be notified to NGESO in accordance with the Optional Downward Flexibility Management Guidance Document, and for NGESO shall be as shown below (each as may be updated from time to time by notice in writing pursuant to paragraph 13.1):-

Email:
Availability Declarations (including resubmissions): commercial.operation@nationalgrideso.com

Acknowledgements of Service Instructions: box.ODFM@nationalgrideso.com

Confirmation of unavailability post Service Instruction (paragraph 6.3iv): CTR1.CCTA@nationalgrid.com

Other: commercial.operation@nationalgrideso.com

Operational contact: Control Technical Assistant (CTA);

Telephone contact number:

Notification of unavailability post Service Instruction (paragraph 6.3iv): 0844 892 0385
13.3 The Parties consent to the recording of all telephone conversations between them relating in whole or in part to these ODFM Service Terms, and each Party agrees to notify its employees of that consent and obtain their consent to that recording if required by Law.

13.4 All emails sent pursuant to these ODFM Service Terms shall be deemed to be received one (1) hour after the time of transmission (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

14. Suspension and Termination

14.1 NGESO may in its absolute discretion suspend the registration of a Service Provider as a Registered ODFM Participant with immediate effect by notice in writing to the Service Provider in the following circumstances:-

i. where the Service Provider is in breach of a warranty or declaration given under any of the Registration Documents; or

ii. where NGESO (acting reasonably) determines that the Contracted Unit, and/or one or more Eligible Assets comprising the Contracted Unit, is not ready for commercial operation and/or delivery of Optional Downward Flexibility Management (and until such time as its capability to deliver Optional Downward Flexibility Management is demonstrated to NGESO’s reasonable satisfaction which may be by testing); or

iii. where otherwise so provided in these ODFM Service Terms.

14.2 Without prejudice to paragraph 14.1, where NGESO (acting reasonably) determines that the Contracted Unit, and/or one or more Eligible Assets comprising the Contracted Unit, is not ready for commercial operation and/or delivery of Optional Downward Flexibility Management, then it may in its absolute discretion suspend the registration of the Eligible Asset with immediate effect until such time as its capability to deliver Optional Downward Flexibility Management is demonstrated to NGESO’s reasonable satisfaction which may be by testing.

14.3 The procurement by NGESO of Optional Downward Flexibility Management pursuant to these ODFM Service Terms shall end with effect from 23.00 hours on 25 October 2020 such that no Availability Declarations shall be capable of being submitted by Service Providers to NGESO with respect to any Trading Days after that date.

14.4 For the avoidance of doubt, the operation of paragraph 14.3 and the ending of procurement by NGESO of Optional Downward Flexibility Management from the applicable date referred to shall be without prejudice to the rights and obligations of NGESO and Service Providers under these ODM Service Terms accrued as at such date including Service Payments falling due with respect to delivery of Optional Downward Flexibility Management in Instructed Service Periods prior to such date.

15. Monitoring and Metering Data

15.1 To enable NGESO to monitor the availability and delivery of Optional Downward Flexibility Management pursuant to these ODFM Service Terms, the Service Provider shall procure and retain for a period of twelve (12) months the following data (“Relevant Data”) for each Contracted Unit (including, where applicable, for each constituent Eligible Asset):-

i. half hourly metered data for each Instructed Service Period (together with the 12 consecutive Settlement Periods falling immediately before and after such period), derived from Relevant Metering, and

ii. such other data as may be specified by NGESO in the Optional Downward Flexibility Management Guidance Document.

15.2 The Service Provider shall submit to NGESO all Relevant Data, in the case of paragraph 15.1i by no later than the end of the fifth (5th) Business Day after expiry of that Instructed Service Period, and in all other cases within five (5) Business Days of NGESO’s written (which shall include email) request, in each case in such format as NGESO may specify from time to time.
16. **Confidentiality and Market Reports**

16.1 Subject always to paragraphs 16.2 and 16.3, the provisions of paragraph 8 (Confidentiality and Announcements) of the **ODM General Terms and Conditions** shall apply to all and any information provided by **NGESO** or any **Service Provider** to the other (whether orally or in writing) pursuant to or in connection with these **ODM Service Terms**.

16.2 Each **Service Provider** agrees that **NGESO** shall be permitted to publish in market reports information related to its **Contracted Units** and participation in procurement of **Optional Downward Flexibility Management**, which information may include:-

i. the identity of the **Service Provider** and each of its **Eligible Assets** and **Contracted Units** from time to time;

ii. in relation to each identified **Contracted Unit**, the **Registered Service Volume** and **Ramping Rates**, delivery method and technology type;

iii. for any **Availability Declaration** with respect to an identified **Contracted Unit**, the **Service Fee** offered and periods of availability; and

iv. for each **Instructed Service Period** with respect to an identified **Contracted Unit**, its duration.

16.3 Without prejudice to paragraph 16.2, and for the purposes of facilitating proper coordination, operation and management of the **System**, **NGESO** shall further be permitted to disclose to **Public Distribution System Operators** the contents of **Availability Declarations** (except **Service Fees**), together with **Registered Service Volumes** and delivery method (being whether **Output Curtailment** or **Demand Turn Up**), which for the avoidance of doubt may be on a locational and non-anonymised basis (including by MPAN).

16.4 All and any information provided by **NGESO** to **Service Providers** for the purpose of these **ODM Service Terms**, including in the market reports referred to in paragraph 16.2, is provided in good faith, but no representation or warranty is given by **NGESO** (or any of its employees, offers agents or advisers) as to the accuracy or completeness of such information.

17. **ABSVD**

17.1 Subject always to paragraph 17.3, **NGESO** intends that **Optional Downward Flexibility Management** shall be treated as an **Applicable Balancing Service** so that relevant volumes of energy can be included within the **Applicable Balancing Services Volume Data** in accordance with the **Applicable Balancing Services Volume Data Methodology Statement**. For such purpose, the **Service Provider** hereby consents (where applicable for and on behalf of the **Lead Party** of all relevant **BM Units**) to all and any energy volumes associated with delivery of **Optional Downward Flexibility Management** pursuant to these **ODM Service Terms** being included within the **Applicable Balancing Services Volume Data** and to make (or procure are made) all necessary notifications for such purpose and in such format and manner as may be specified by **NGESO** and/or **Elexon**.

17.2 Furthermore, the **Service Provider** shall notify **NGESO** in writing if at any time the metered volumes associated with such energy volumes are reallocated (or cease to be reallocated) by the **Lead Party** to another **BSC Party** by way of a **Metered Volume Reallocation Notification**.

17.3 Where and for so long as **NGESO** and/or **Elexon** is unable to facilitate the treatment of **Optional Downward Flexibility Management** as an **Applicable Balancing Service** pursuant to paragraph 17.1, **NGESO** shall so notify all **Service Providers** and for such period the **Energy Imbalance Cashflows** attributable to the relevant energy volumes shall be settled between the **Parties** in the **Monthly Statement** issued by **NGESO** in accordance with paragraph 4 (Payments) of the **ODM General Terms and Conditions**, on the basis that amounts attributable to **Energy Imbalance Cashflow** which are payable by the **Service Provider** shall be reimbursed to the **Service Provider** by **NGESO** and amounts attributable to **Energy Imbalance Cashflow** which are receivable by the **Service Provider** shall be paid by the **Service Provider** to **NGESO**. For such purpose, the **Service Provider** shall provide to **NGESO** reasonable evidence of its liability (or entitlement) to amounts attributable to **Energy Imbalance Cashflows** in its commercial arrangements with the relevant **Lead Party**.