**DSD002 Annex Four – Access Agreement pursuant to the Data Integration Platform (“DIP”) Supplement**

**Amendment Record**

| Version | Date | Description of Change | Approval Reference |
| --- | --- | --- | --- |
| 0.1 |  | Issue 101 Consultation | - |
| 0.2 |  | Issue 101 Report | - |
| 0.3 |  | Shared with Ofgem |  |
| 0.4 |  | P474 |  |

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# Access Agreement pursuant to the DIP Supplement

* + 1. This Access Agreement is dated: [DATE]
    2. Parties:

1. [FULL COMPANY NAME] incorporated and registered in [JURISDICTION] be with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (the “DIP Applicant”); and
2. Elexon Limited incorporated and registered in England and Wales with company number 03782949, acting in its capacity as DIP Manager on its own behalf and on behalf of all the other DIP Users.
   * 1. It is agreed as follows:

## Interpretation

* + 1. Unless otherwise stated or the context otherwise requires any capitalised term in this letter shall have the meaning given to it in the DIP Rules, and references to the DIP Rules are to the DIP Rules as from time to time modified.
    2. For the purposes of this Access Agreement:

1. a DIP Applicant shall be a legal entity which is undergoing DIP On-Boarding. As part of DIP On-Boarding, the DIP Applicant must enter into an Access Agreement; and
2. the “DIP Rights” means the right to access and use the DIP in accordance with the DIP Rules, and all of the other rights of DIP Users as set out in the DIP Rules from time to time.

## Access to the DIP and Compliance with DIP Rules

* + 1. In consideration of:

1. being accepted by the DIP Manager to undertake DIP On-Boarding; and
2. if successfully DIP On-Boarded, being entitled to exercise the DIP Rights,

the DIP Applicant hereby undertakes, for the benefit of the DIP Manager and each DIP User, to comply with the DIP Rules and to perform all applicable obligations of DIP Users in accordance with the DIP Rules, as amended from time to time.

* + 1. The DIP Applicant hereby represents (as a continuing representation) that:

1. it has, and shall continue to have, all necessary rights, licences and authorisations to perform the relevant obligations under this Access Agreement and the DIP Rules; and
2. it has obtained a copy of the latest versions of the DIP Rules from the DIP Website and undertakes to obtain a copy of each modification thereof.

## The Balancing and Settlement Code

* + 1. This Access Agreement only relates to rights, obligations and liabilities that are established under, or pursuant to, the DIP Rules. The DIP Applicant agrees and acknowledges that neither it, the DIP Manager or any other DIP Participant intends this Access Agreement to be treated as an accession by the DIP Applicant to the Balancing and Settlement Code (BSC) and nothing in this Access Agreement to the DIP Rules shall be construed as imposing obligations on, or granting rights to, the DIP Applicant under the BSC save only to the extent that any such obligations or rights are expressly provided for in the DIP Rules. This provision is without prejudice to any other arrangement that may be in place between the DIP Applicant and BSCCo pursuant to the BSC.

## Third Party Rights

* + 1. This Access Agreement only gives rise to third party rights for enforcement of it by and/or against other DIP Users always subject to the limitations set out in the DIP Rules. In all other respects it does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the DIP Rules.

## Governing Law and Jurisdiction

* + 1. This Access Agreement shall be governed by, and construed in all respects in accordance with, the laws of England and Wales. The parties hereby submit to the jurisdiction of the courts of England and Wales.
    2. This agreement has been entered into on the date stated at the beginning of it.