

**TRANSMISSION SERVICE AGREEMENT  
BETWEEN \_\_\_\_\_ AND \_\_\_\_\_**

This **TRANSMISSION SERVICE AGREEMENT** (hereinafter referred to as the “Agreement”) is entered into by and between:

The **NATIONAL TRANSMISSION CORPORATION OR ITS SUCCESOR-IN INTEREST OR CONCESSIONAIRE,**

**(“TransCo or its successors-in-interest or concessionaire”)** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at \_\_\_\_\_, represented by its \_\_\_\_\_ (Position) \_\_\_\_\_, \_\_\_\_\_ (Representative) \_\_\_\_\_, who is duly authorized to represent **TransCo or its successors-in-interest or concessionaire** in this Agreement;

- and -

The \_\_\_\_\_ **(“GEOP End-User”)** a sole proprietorship/partnership/corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at \_\_\_\_\_, represented by its \_\_\_\_\_, \_\_\_\_\_, who is duly authorized to represent **GEOP End-User** in this Agreement;

**TransCo or its successors-in-interest or concessionaire** and the **GEOP End-User** shall be referred to individually as “Party” and collectively as “Parties,”

**WITNESSETH THAT:**

**WHEREAS,** on December 13, 2006, the Energy Regulatory Commission (“ERC”), in ERC Case No. 2006-015RC, approved the Revised Rules, Terms, and Conditions for the Provision of Open Access Transmission Service (“OATS Rules”) which govern the provision of transmission services to qualified grid users;

**WHEREAS**, the **GEOP End-User** has submitted an application for transmission service and the **TransCo or its successors-in-interest or concessionaire** has determined that the **GEOP End-User** has complied with all the requirements.

**NOW, THEREFORE**, in view of the foregoing premises and in consideration of the terms and conditions set forth below, the Parties hereby agree that **TransCo or its successors-in-interest or concessionaire** shall be the Transmission Service Provider (TSP) of the **GEOP End-User**, subject to the following terms and conditions:

## **I. SCOPE OF AGREEMENT**

1. **Scope of Agreement.** This Agreement shall govern the provision of transmission service by **TransCo or its successors-in-interest or concessionaire** to the **GEOP End-User**.

## **II. GENERAL PROVISIONS**

2. **Application and Incorporation of the OATS Rules, Grid Code, and Other Issuances.** The obligations of the Parties under this Agreement shall be governed by the OATS Rules, Philippine Grid Code ("PGC"), and other relevant issuances, orders, rules and regulations as promulgated by the proper government agencies and authorities as if they are originally written herein. This shall be understood to include all amendments and modifications thereof, as may be issued from time to time as long as vested rights under this Agreement are not impaired.

3. **Definition of Terms.** For purposes of this Agreement, and unless the express provisions or the context otherwise requires, the capitalized terms used herein shall have the same meaning as defined in the OATS Rules and the PGC, as may be amended from time to time.

### III. EFFECTIVITY AND TERM

4. **Effectivity and Term.** This Agreement shall take effect on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ until the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, unless earlier terminated in accordance with this Agreement.

### IV. OBLIGATIONS OF THE PARTIES

5. **Obligations of the Parties.** During the effectivity of this Agreement, **TransCo or its successors-in-interest or concessionaire** shall provide the necessary transmission service to the **GEOP End-User**, and the **GEOP End-User** shall pay the applicable charges for such service, in accordance with the OATS Rules and the relevant Schedules, provided that the **GEOP End-User** shall remain liable for any unpaid applicable charges despite the termination of this Agreement.

6. **Execution of Related Agreements.** The Parties shall enter into a Metering Service Agreement to govern **TransCo or its successors-in-interest or concessionaire's** provision of metering services to **GEOP End-User**.

In accordance with Section 3 (ggg) of ANNEX- A of Resolution \_\_\_\_ Series of 2021, this TSA shall also be the Connection Agreement between **TransCo or its successors-in-interest or concessionaire** and the **GEOP End-User**.

7. **Schedules.** The following Schedules shall form part of this Agreement, as may be applicable:

Schedule A	OATS Services (attached to this Agreement);
Schedule B:	Standard Planning Data;
Schedule C:	Detailed Planning Data;
Schedule D:	Electrical Diagrams;
Schedule E:	Connection Point Drawings;
Schedule F:	Asset Boundary Information;
Schedule G:	Protection Arrangements and Settings;
Schedule H:	Metering Requirements;

Schedule I:	Authorized Representatives;
Schedule J:	Proposed Maintenance Program;
Schedule K:	Critical Events List;
Schedule L:	Load Shedding and Curtailment Procedures;
Schedule M:	Contingency Actions;
Schedule N:	Registered Equipment Data;
Schedule O:	Test and Commissioning Procedures;
Schedule P:	Statement of Readiness to Connect;
Schedule Q:	Certificate of Approval to Connect; and
Schedule R:	Other information, as may be applicable, such as: R1: Generation Unit Data R2: Detailed Generation Unit Data

7.1. Within ten (10) business days after the signing of this Agreement, **TransCo or its successors-in-interest or concessionaire** shall notify the **GEOP End-User** in writing of the applicable Schedules for submission under this Agreement. The **GEOP End-User** shall submit to **TransCo or its successors-in-interest or concessionaire** the prescribed applicable Schedules within thirty (30) days from receipt of such notice.

7.2. The **GEOP End-User**, within 30 days from receipt of notice from **TransCo or its successors-in-interest or concessionaire**, shall apply and secure approval from **TransCo or its successors-in-interest or concessionaire** for new connection points or modifications of existing connection points. Approvals shall be subject to the submission by the **GEOP End-User** of relevant documents as may be required by **TransCo or its successors-in-interest or concessionaire**. In case the application for new or modified connection point is approved, the approval will constitute as an amendment to relevant Schedules of this Agreement, and **TransCo or its successors-in-interest or concessionaire** shall issue to the **GEOP End-User** a Certificate of Approval to Connect. The **GEOP End-User** hereby agrees to fully comply with the conditions indicated in the Certificate of Approval to Connect, if any, within the period prescribed therein. Failure of the **GEOP End-User** to comply with said conditions will give rise for **TransCo or its successors-in-interest or concessionaire** to exercise its

rights to Suspend or Terminate this Agreement.

## V. BILLING, PAYMENT, AND CREDIT SUPPORT

8. **Billing and Payment.** The Rates, Methodology, Billing, and Settlement Module of the OATS Rules shall govern billings by **TransCo or its successors-in-interest or concessionaire** and the payment of such billings by the **GEOP End-User**.

9. **Mode of Payment.** Payment shall be made by way of:

- a) Checks to be paid through Over-the-Counter (OTC) deposits;
- b) On-line funds transfer to **TransCo or its successors-in-interest or concessionaire** 's account;
- c) Through an Automatic Debit Account (ADA) arrangement;
- d) Cash through OTC deposits; or
- e) Other forms as may be approved by **TransCo or its successors-in-interest or concessionaire** .

10. **Check Payments.** In case a check issued is dishonored, the applicable penalty under the OATS Rules shall accrue from the time the obligation became due and demandable. **TransCo or its successors-in-interest or concessionaire** also reserves the right to pursue other available actions against the **GEOP End-User**.

11. **Application of Payments.** In case the **GEOP End-User** is liable for any amounts due under this Agreement, including penalty—interest, **TransCo or its successors-in-interest or concessionaire** shall first apply any payments to past due amounts before applying the same to the current billing.

12. **Penalty Interest.** Interest over any unpaid account shall be governed by Module F of the OATS Rules.

13. **Credit Support.** The **GEOP End-User** shall provide credit support or additional credit support in a form and on terms acceptable to the **TransCo or its successors-in-interest or concessionaire** pursuant to the OATS Rules.

13.1. The **TransCo or its successors-in-interest or concessionaire** may call on any credit support provided under Rule A8.1 of the OATS Rules and apply such credit support to past due accounts, without prejudice to Sections 15 and 16 of this Agreement.

14. **Designated Commercial Banks.** In accordance with Module F5 of the OATS Rules and for purposes of determining interest on amounts unpaid after Due Date, including amounts placed in escrow or in any other form placed by reason of a dispute, **TransCo or its successors-in-interest or concessionaire** shall inform the **GEOP End-User** in writing of its designated commercial banks. **TransCo or its successors-in-interest or concessionaire** shall have the right to change its list of designated commercial banks and shall notify the **GEOP End-User** within a reasonable time in writing of the said change, which shall be effective commencing the billing month following the receipt of the notice.

## VI. TERMINATION AND SUSPENSION OF SERVICE

15. **Suspension of Service due to GEOP End-User's Fault.** **TransCo or its successors-in-interest or concessionaire** may suspend the provision of transmission service to the **GEOP End-User** for causes in accordance with the OATS Rules as an interim measure until such time that the **GEOP End-User** has remedied the cause of suspension and subject to payment of reconnection fee.

If applicable, **TransCo or its successors-in-interest or concessionaire** shall likewise impose the suspension of transmission service to the **GEOP End-User** for failure to secure a supply agreement with RE supplier/s.

16. **Termination.** In the event that the **GEOP End-User** fails to remedy the cause of suspension within ninety (90) days from the imposition thereof, **TransCo or its successors-in-interest or concessionaire** may terminate this Agreement without need of further notice. Services shall resume only if the cause of termination has been remedied by the **GEOP End-User**, and subject to payment of reconnection fee.

The Parties may also terminate this Agreement in accordance with the Default and Termination provisions in the OATS Rules. Termination shall be without prejudice to the fulfilment of the Parties' remaining obligations under this Agreement, if any.

**17. No Liability for Termination or Suspension of Service.** **TransCo or its successors-in-interest or concessionaire** shall not be liable for damages of any form arising from or related to, directly or indirectly, the lawful and proper exercise of its rights under this Agreement and in accordance with the grounds provided under the OATS Rules, and other lawful and valid issuances from government entities to suspend service or terminate this Agreement.

**18. Termination of Related Agreements.** The Related Agreements (i.e. Metering Service Agreement) may also be terminated upon the termination of this Agreement, at the option of **TransCo or its successors-in-interest or concessionaire**.

## **VII. ASSIGNMENT**

**19. Assignment.** This Agreement may be assigned in accordance with the Assignment provision under the OATS Rules.

## **VIII. DISPUTE RESOLUTION**

**20. Disputes.** If any dispute shall arise between the **PARTIES** in connection with or arising out of this Agreement, either party may request in writing to meet within five (5) business days from occurrence thereof and attempt to resolve the dispute. In the event that such dispute remains unresolved within ten (10) business days after such request, the aggrieved party may bring the dispute before the ERC for resolution, if said dispute is within the exclusive jurisdiction of the ERC. Otherwise, the aggrieved party may seek redress from the regular courts. In case of the latter, the **PARTIES** hereby agree that the venue for any court action shall be the regular courts of the principal address where the Transmission Network Provider is located.

**21. Notices.** For communications to be given in relation to this Agreement, A12 in Module A of the OATS Rules shall apply.

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Communications may likewise be sent by email from an email address designated by the sending Party below to an email address designated by the recipient Party below, provided that proof of receipt shall be the email “read receipt” in accordance with A12 in Module A of the OATS Rules. Alternatively, in the absence of such “read receipt,” **TransCo or its successors-in-interest or concessionaire** shall send a reply acknowledging receipt of such request. Likewise, sending of e-mail shall be deemed complete upon transmittal of the aforementioned documents via e-mail to the recipient’s email address, and entry of the subject e-mail in the sender’s “Sent Folder.”

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**TransCo or its  
successor-in  
interest or  
concessionaire**

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Fax No.:  
Attention:  
Email Address:

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**GEOP End-  
User**

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Fax No.:  
Attention:  
Email Address:

## **IX. ACCESS**

22. The **GEOP End-User** shall allow employees and representatives of **TransCo or its successors-in-interest or concessionaire** access to its premises and facilities to install, construct, test, commission, inspect, repair, and maintain **TransCo or its successors-in interest or concessionaire’s** assets located therein in accordance with this Agreement. **TransCo or its successors-in-interest or concessionaire** undertakes to comply with the safety and security measures and policies of the **GEOP End-User**.

For this purpose, **TransCo or its successors-in-interest or concessionaire** shall not hold the **GEOP End-User** liable for, and **TransCo or its successors-in-interest or concessionaire** releases **GEOP End-User** from any liability arising from any damage, loss, or injury to the equipment, materials, or for the death or bodily injury to its officers, workers, and representatives. Furthermore,



**TransCo or its successors-in-interest or concessionaire** shall indemnify **GEOP End-User** for any damage, loss, injury, or other expenses incurred or suffered by **GEOP End-User** resulting from any injury to any person or any loss or damage to any property which may be attributed to an act or omission of **TransCo or its successors-in-interest or concessionaire**, or any breach by **TransCo or its successors-in-interest or concessionaire** of its undertaking under this provision.

## **X. MISCELLANEOUS**

**23. Warranty of Corporate Existence and Authority.** Each Party hereby represents and warrants that: (a) it is duly (incorporated/a sole proprietorship/a partnership), validly existing and in good standing under the laws of the Republic of the Philippines; (b) it possesses full power and authority to enter into this Agreement, and has taken all the necessary action to authorize the person/s signing the contract on its behalf; (c) that it has taken all actions to authorize the entry into and the delivery of this Agreement, and the transactions contemplated hereby, and the performance of its obligations hereunder; (d) it has the power, licenses and permits required to carry on its business as it is being conducted and as proposed to be conducted; (e) this Agreement and the consummation of the transactions contemplated herein are its legal, valid, binding and enforceable obligations; and (f) it shall, in good faith, comply with all its obligations under this Agreement.

**24. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. This Agreement shall be subject to existing laws, policies, rules and regulations, administrative orders and any amendments and modifications thereof, emanating from the Department of Energy (DOE), the ERC, other government agencies, or authorized bodies having jurisdiction thereof. The said law, policies, rules, and regulations shall be deemed incorporated in this Agreement.

**25. Non-waiver of Rights.** The failure or delay of any Party, at any time, to require performance of any provision hereof shall in no manner affect the right to enforce the same at a later time. No waiver by any Party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, shall be deemed to be

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construed as a further or continuing waiver of such breach or waiver of the breach of any other term or covenant, unless such waiver is in writing.

**26. Entire Agreement and Amendments.** This Agreement, its schedules, attachments and annexes supersede any previous agreement, arrangements or representation between the Parties, whether oral or written, in respect of the subject matter of this Agreement and shall constitute the entire agreement between the Parties in relation thereto.

**27. Severability.** If at any time, one or more provisions in this Agreement shall be determined to be illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby, provided that the remaining provisions are sufficient to render to each Party the benefits contemplated hereby.

**28. Counterparts.** This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement this \_\_ day of \_\_\_\_ 20\_\_ at\_\_.

For TransCo or its successors-in-  
interest or concessionaire:

For the GEOP End-User:

**Signature Over Printed  
Name and Designation**

**Signature Over Printed  
Name and Designation**

Date signed:

Date signed:

**SIGNED IN THE PRESENCE OF:**

Witness Name, Signature Over  
Printed Name

Witness Name, Signature Over  
Printed Name

**ACKNOWLEDGEMENT**

Republic of the Philippines }  
\_\_\_\_\_} S.S.

Before me, a Notary Public, for and in the City/Municipality of \_\_\_\_\_, personally appeared the following parties with their respective competent proof of identities:

Name	Government ID
<b>TransCo or its successors-in-interest or concessionaire</b>	
<b>GEOP End-User</b>	

who represented themselves to be the same persons who executed this instrument and acknowledged the same to be their true and voluntary act and deed ad of the corporations represented herein.

This instrument, consisting of ( ) pages, including the page on which this acknowledgment is written, has been signed on the signature page and on the left margin of each and every other page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

**IN WITNESS WHEREOF**, I have hereunto set my seal and signature.

Notary Public

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## **SCHEDULE "A"**

### **OATS SERVICES**

#### **1. GEOP End-User's Interconnection Details**

##### **1.1 Name of GEOP End-User:**

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##### **1.2 Type of GEOP End-User:**

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##### **1.3 Connection Point/s:**

<b>No.</b>	<b>Name</b>
<b>1</b>	

##### **1.4 Embedded Generation**

Number and Size of Generating Units	
Net Capacity:	
Contracted Capacity:	
Type of Generating Unit:	

#### **2. Applicable Charges**

<b>Type of Charge</b>	<b>Regulatory Basis</b>

#### **3. Credit Support**

As determined by **TransCo or its successors-in-interest or concessionaire** based on the approved OATS Rules.

**4. Transmission Service Specifications**

Contract Transmission Capacity, kW	Year 1	Year 2	Year 3	Year 4
Type of Transmission Service				

**5. Contract Period**

Commencement Date : As provided in this Agreement  
Termination Date: : As provided in this Agreement