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| --- |
| 24 November 2022. |

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| Grid connection agreement for category B, C and D Generating facilities etc. |
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|  |  |  |
| --- | --- | --- |
| between | Name | [ \* ] |
| Address | [ \* ] |
| CVR/CPR number | [ \* ] |
|  |  |
| **(‘the Facility Owner’)** | |
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|  |  | |
|  |  | |
|  |  | |
|  |  | |
| and |  | |
| Name | [ \* ] |
| Address | [ \* ] |
| CVR number | [ \* ] |
|  | |
| **(‘the Distribution System Operator)** | |
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| In the following, the Facility Owner and the Distribution System Operator are individually called a **‘Party’** and collectively **‘the Parties’** | |
|  |  | |
| regarding | Facility | [ \* ] |
| Primary energy | [ \* ] |
| Total power output | [ \* ] MW  [ \* ] MVA |
|  | Total feed-in volume [ \* ] MVA | |
|  | (‘the Generating Facility’) | |

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# Definitions

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| **Compliance simulation** | means a performed simulation of one or more of the output capacities of the Generating Facility [the test that must be enclosed with **Appendix** [ 6 ]. |
| **Compliance testing** | means a performed test of one or more of the output capacities of the Generating Facility [the test that must be enclosed with **Appendix** [ 6 ]. |
| **Days** | means calendar days, i.e. 365 days in a normal year. |
| **Energinet** | means Energinet, CVR number 28980671, an independent public Enterprise with the overall responsibility for maintaining security of supply and ensuring effective utilisation of an interconnected electricity supply system. |
| **Energisation operational notification (EON)** | means a permit issued by the Distribution System Operator to the Facility Owner prior to voltage setting of the Facility Owner’s internal grid. |
| **Facility owner** | has the meaning defined on the front page of the Agreement. |
| **Feed-in volume** | means the power output in number of MVAs that the Generating Facility must supply to the Public Electricity Supply Grid under the Agreement regardless of the total power output of the Generating Facility. |
| **Final Operational Notification (FON)** | means a permit issued by the Distribution System Operator to the Facility Owner that meets the relevant specifications and requirements and authorises the Facility Owner to operate the Generating Facility using the grid connection. |
| **Generating facility** | has the meaning defined on the front page of the Agreement. |
| **Interim Operational Notification (ION)** | means a permit issued by the Distribution System Operator to the Facility Owner that authorises the Facility Owner to operate the Generating Facility using the grid connection for a fixed period and to perform compliance tests to ensure that the relevant specifications and requirements are met. |
| **Long-Stop Date** | has the meaning defined under ‘Financial Aspect of the Grid Connection’ in **Appendix 2.** |
| **MVA** | means megavolt amperes. |
| **MW** | means megawatt. |
| **NC RfG** | means Commission Regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators. |
| **Point of Connection (POC)** | means the point at which the cable of the Generating Facility is physically connected to the Public Electricity Supply Grid as described in Appendix 3. |
| **Public Electricity Supply Grid** | means the transmission and distribution grid which, on Conditions pertaining to government legislation, transports electricity between suppliers and consumers of electricity. |
| **Settlement meter** | means a meter used to measure electrical energy for settlement purposes, including any control meters. |
| **Settlement metering equipment** | means settlement meter and instrument transformers |
| **Technical requirements** | means the total technical requirements for grid connection of Generating facilities as laid down directly in Regulation 2016/631 and by Energinet and the Distribution System Operator on the basis of Regulation 2016/631 and the Danish Electricity Supply Act. |
| **The Agreement** | has the meaning defined in clause 1.1. |
| **The Distribution System Operator** | has the meaning defined on the front page of the Agreement. |

# Purpose and scope of the Agreement

After the establishment of the Generating Facility, the Facility Owner wishes to connect the Generating Facility to the Public Electricity Supply Grid. This agreement (**‘the Agreement’**) has been entered into by the Parties to lay down the terms and conditions for connection of the Generating Facility to the Public Electricity Supply Grid.

In case of discrepancies between terms and conditions set out in the Agreement and the Distribution System Operator’s other terms and conditions, the provisions in the Agreement will always take precedence.

# Grid connection of the Generating Facility and feed-in volume

The Facility Owner must bear all costs for connection of the Generating Facility to the grid in accordance with the applicable legislation and approved methods. Contact details, structural data and technical information about the Generating Facility are enclosed as **Appendix 1**.

The size of the connection charge is determined at the time of the conclusion of this Agreement and is specified in **Appendix 2**.

A detailed time and payment schedule is enclosed as **Appendix 2.**

No later than 30 days after the forwarding of the Agreement, the Facility Owner must have signed the Agreement and provided collateral to the Distribution System Operator in accordance with **Appendix 2**. The Distribution System Operator is not obliged to carry out actions under this Agreement until the collateral has been provided. If the Agreement has not been signed and the collateral has not been provided to the Distribution System Operator within 30 days of the forwarding of the Agreement, the Agreement will automatically cease to apply.

Regardless of whether the Agreement ceases to apply, the Facility Owner must pay the Distribution System Operator’s costs which are incumbent on the Facility Owner in accordance with the applicable legislation, in particular case processing costs.

The Facility Owner must provide collateral as described in Appendix 2 of an amount equal to the connection charge as specified in clause 2.2. The collateral must be provided as security for (i) the connection charge if the Generating Facility is connected to the Public Electricity Supply Grid, and (ii) all actual costs that the Distribution System Operator incurs in order to connect the Generating Facility to the Public Electricity Supply Grid if the Generating Facility is not connected to grid no later than on the Long-Stop Date.

If the Generating Facility is not connected to the grid no later than on the Long-Stop Date due to circumstances that are beyond the Distribution System Operator’s control, the Facility Owner must pay all the actual costs, including case processing costs and metering costs incurred by the Distribution System Operator for connection of the Generating Facility to the grid, however, maximum an amount equal to the size of the Distribution System Operator’s connection charge as specified in clause 2.2.

The Facility Owner’s payment does not change the Distribution System Operator’s ownership of any facilities established by the Distribution System Operator.

The Distribution System Operator may demand that the Generating Facility be disconnected from the Public Electricity Supply Grid in connection with planned works on the grid at reasonable notice thereof to the Facility Owner. In the case of unplanned works, for example in connection with faults in the Public Electricity Supply Grid, the Distribution System Operator may demand that the Generating Facility be disconnected from the Public Electricity Supply Grid without prior notice.

If the Facility Owner wishes to change its feed-in volume covered by this Agreement, the Facility Owner must enter into a new grid connection agreement. If the Facility Owner wishes to reduce its feed-in volume, the connection charge will not be refunded.

If the Facility Owner wishes to make significant changes to the Generating Facility, which must be specified in **Appendix 3** and **Appendix 7** to this Agreement, the Facility Owner must enter into a new grid connection agreement.

The Facility Owner must make available to the Distribution System Operator that part of the reactive control capacity of the Generating Facility which is in the required control range in accordance with the Technical Requirements in force at the time of the grid connection. The Facility Owner is aware of and accepts that the feed-in volume specified on the front page of the Agreement includes both the Facility Owner’s desired active power output and the required reactive power output.

The Generating Facility is only required to deliver/absorb reactive power output to/from the Public Electricity Supply Grid when the Generating Facility simultaneously supplies active power output to the grid. The agreed control mode and settings are specified in **Appendix 3**.

The Facility Owner is obliged to inform the Distribution System Operator if the Facility Owner wishes to provide ancillary services or is selected by Energinet to provide ancillary services from the Generating Facility.

# Terms for Grid Connection

The Facility Owner is obliged to pay the prices in force at any given time for using the Public Electricity Supply Grid. The Distribution System Operator’s prices have been set in accordance with the applicable legislation and approved methods. The pricing method has been approved by the Danish Utility Regulator, which has been notified of the prices.

Connection of the Generating Facility to the Public Electricity Supply Grid is subject to the Facility Owner’s payment of the connection charge as well as other costs incumbent on the Facility Owner under the applicable legislation, including case processing costs and metering costs, see clause 5, in accordance with **Appendix 2.** The Facility Owner must pay the connection charge at the time when the Generating Facility supplies electricity to the Public Electricity Supply Grid for the first time and in accordance with the agreed power output, as specified on the front page of the Agreement (‘**Total feed-in volume**’).

It is a condition for the Distribution System Operator’s connection of the Generating Facility to the grid that the Facility Owner submits documentation to the Distribution System Operator that the regulatory approvals listed in **Appendix 4** have been obtained.

It is a condition for grid connection that the Generating Facility complies with the requirements set out in the Distribution System Operator’s Technical Requirements at the time of grid connection. The Generating Facility must comply with these requirements throughout the service life of the facility. The Facility Owner is not obliged to make changes to the Generating Facility as a result of subsequent changes to the Technical Requirements.

If the Generating Facility deviates from the Technical Requirements, the Facility Owner may submit an application to the Distribution System Operator for a derogation from specific requirements, see **Appendix 5**.

The Distribution System Operator may grant derogations from requirements in the Technical Requirements laid down by the Distribution System Operator pursuant to the Danish Electricity Supply Act and which do not originate from NC RfG.

Derogation from technical requirements, and any agreement between the Parties on terms and conditions other than what follows from the below clause 4 of the Agreement must be listed in **Appendix 5**.

# Procedure for Grid Connection

[*This clause 4 must be adjusted in accordance with the Facility Owner’s status at the time of the conclusion of the Agreement. If the documentation requested in clauses 4.2-4.4 has been provided at the time of the conclusion of the Agreement, this documentation will be* *attached to* ***Appendix 6*** *of the Agreement.*]

## General conditions

The Facility Owner informs the Distribution System Operator about the structural data of the Generating Facility. These are entered in **Appendix 1.** The Distribution System Operator reports, and maintains, the structural data of the Generating Facility to the Danish Energy Agency in accordance with the applicable legislation and approved methods.

The Distribution System Operator designates the Point of Connection (POC) in accordance with applicable legislation and regulations. The designated Point of Connection (POC) is specified in **Appendix 3.**

The Distribution System Operator’s obligations to connect the Generating Facility to the grid will be regarded as having been met when the Distribution System Operator has issued a Final Operational Notification.

In connection with connection of the Generating Facility to the grid, the Facility Owner’s obligations under this Agreement will have been met when the Facility Owner has paid the connection charge to the Distribution System Operator as described in Appendix 2 as well as other costs incumbent on the Facility Owner in accordance with the applicable legislation, including case processing costs and metering costs, see clause 5, and otherwise meets the conditions for the Final Operational Notification.

If the Generating Facility is not connected to the grid no later than on the Long-Stop Date due to circumstances that are beyond Distribution System Operator’s control, the Facility Owner’s obligations under this Agreement will have been met when the Facility Owner has paid the actual costs connected with the unsuccessful grid connection as described in Appendix 2, however, maximum an amount equal to the size of the connection charge as specified in clause 2.2.

## Energisation Operational Notification (EON)

The Distribution System Operator must issue the Energisation Operational Notification to the Facility Owner when the conditions as set out in the Distribution System Operator’s Technical Requirements have been met, including that:

1. The Facility Owner and the Distribution System Operator have agreed the protection mechanisms required by the Distribution System Operator
2. A separate signed agreement on the connection of electrical facilities and installations must be concluded between the person responsible for operations at the Distribution System Operator and the person responsible for operations at the Generating Facility.

### Documentation for the Energisation Operational Notification is attached to the Agreement in Appendix 6.

After the Energisation Operational Notification has been obtained, the Facility Owner can energise the internal grid of the Generating Facility in order to perform tests to document the technical properties of the Generating Facility in accordance with the applicable rules. The Generating Facility must not supply electricity to the Public Electricity Supply Grid during this period. When the Distribution System Operator issues the Energisation Operational Notification, the EON will be entered in **Appendix 7** of the Agreement.

## Interim Operational Notification (ION)

[*The Distribution System Operator may refrain from issuing an Interim Operational Notification if the facility is a category B or C facility and the conditions for a Final Operational Notification in clause 4.4 have been met.*]

The *Distribution System Operator* must issue an Interim Operational Notification when, on the basis of the technical documentation provided by the Facility Owner, the Distribution System Operator assesses that the Generating Facility meets the requirements for the ION, see the Technical Requirements. This includes that a simulation model for relevant facilities and installations must have been approved by Energinet. When the Distribution System Operator issues the Interim Operational Notification, the ION is entered in **Appendix 7** of the Agreement.

The Distribution System Operator’s issue of the Interim Operational Notification is subject to the condition that:

1. Settlement metering is ready so that metered data can be obtained; and
2. The Facility Owner has chosen the balance operator and electricity supplier.
3. Signal transmission on facility components are ready for testing.

An Interim Operational Notification entitles the Facility Owner to operate Generating facilities and generate power using the grid connection for a fixed period.

During the period of validity of the Interim Operational Notification, the Facility Owner must obtain the documentation that is lacking, see the Interim Operational Notification. In accordance with clause 4.3.7 of the Agreement, the Facility Owner may request an extension of the Interim Operational Notification.

The Distribution System Operator confirms that the Facility Owner may choose to rely on product certificates issued by an authorised certification body as part of the documentation that the Generating Facility complies with the Technical Requirements.

### Documentation for use for the issue of the Interim Operational Notification must be attached to the Agreement in Appendix 6.

The period of validity of the Interim Operational Notification is fixed by the Distribution System Operator, however, with a maximum period of validity of 24 months. The period of validity of the Interim Operational Notification can only be extended, however, with a maximum total period of validity of 24 months, if the Distribution System Operator assesses that the Facility Owner has made significant progress towards full compliance with the Technical Requirements.

## Final Operational Notification (FON)

The Distribution System Operator will issue a Final Operational Notification when (i) the Distribution System Operator assesses, based on the technical documentation provided by the Facility Owner, see **Appendix 6** of the Agreement, that the Generating Facility meets the requirements for a Final Operational Notification, see the Technical Requirements, and (ii) the Facility Owner provides proof to the Distribution System Operator that the regulatory approvals listed in **Appendix 4** have been obtained. When the Distribution System Operator issues the Final Operational Notification, the FON is entered in **Appendix 7** of the Agreement.

[*Clauses* *4.4.2 to 4.4.4 are only relevant if there is an Interim Operational Notification:*If the Distribution System Operator does not receive the result of the missing documentation, including the Compliance Tests and Compliance Simulations, before the expiry of the Interim Operational Notification, the Distribution System Operator is obliged to disconnect the Generating Facility from the Public Electricity Supply Grid.

If the Distribution System Operator finds that the Generating Facility does not comply with the applicable requirements in the Technical Requirements based on the technical documentation, the Facility Owner will draw up a plan for remedying the outstanding issues identified. Based on this plan, the Facility Owner may apply for an extension of the Interim Operational Notification. If there are requirements in the Technical Requirements that the Generating Facility cannot or is expected not to be able to meet, the Facility Owner may apply to the Distribution System Operator for an derogation from such requirements in accordance with the procedure described in **Appendix 5**.

If, after the Facility Owner’s remedial works in accordance with clause 4.4.3, the Distribution System Operator assesses that the Generating Facility still does not comply with the applicable requirements in the Technical Requirements and the Facility Owner has not been exempt from these requirements, the Distribution System Operator is obliged to disconnect the Generating Facility from the Public Electricity Supply Grid until the matter has been brought into compliance with the Technical Requirements.

# Installation of meters

Settlement meters are purchased and installed by the Distribution System Operator. The costs of purchasing and installing settlement meters and instrument transformers (‘**Settlement Metering Equipment**’) are paid in accordance with the applicable legislation and approved methods. The Distribution System Operator must submit an invoice for documented costs when required.

The Distribution System Operator owns and maintains the Settlement Metering Equipment. Documented operating and maintenance costs are invoiced to the Facility Owner in accordance with the applicable legislation and approved methods.

Measuring points for settlement meters are shown in the single-line representation in **Appendix 3**.

# Term and termination of the Agreement

The Agreement will enter into force when signed by the Parties and will remain in force throughout the service life of the Generating Facility. The Agreement may be terminated by the Facility Owner at one month’s notice to the first of a month. Upon termination of the Agreement, the Generating Facility will be disconnected from the Public Electricity Supply Grid. Upon termination of the Agreement, there will be no refund of the Facility Owner’s paid connection charge.

If the Agreement is terminated by the Facility Owner before the Generating Facility is connected to the grid, the Facility Owner must pay all the actual costs, including case processing costs and metering costs, incurred by the Distribution System Operator for connection of the Generating Facility to the grid, however, maximum an amount equal to the size of the Distribution System Operator’s connection charge as specified in clause 2.2.

All communications from the Distribution System Operator concerning amendment of the Agreement, termination of the Agreement, see clause 7, or notice thereof must be sent to (any) third party listed in **Appendix 1** at the same time as it is sent to the Facility Owner.

The Agreement must, at any given time, be compliant with the applicable legislation, approved methods and/or orders from public authorities.

The Distribution System Operator is entitled to disconnect the Generating Facility from the electrical connection upon termination of the Agreement.

If there is such a severe breakdown of the Generating Facility that the Facility Owner decides not to re-establish the facility, the Agreement will terminate from the date of the breakdown. However, already incurred payment obligations will continue to apply.

# Breach of the Agreement and interruption of the electrical connection to the Public Electricity Supply Grid.

If a Party is in contractual material breach of its obligations under the Agreement and the breach has not been remedied within 30 days from when the other Party has sent a written demand for such remedial action, the Party not in breach will be entitled to terminate the Agreement without further notice and to claim compensation of its loss resulting from the breach in accordance with clause 8.

However, the Agreement may be terminated with immediate effect and without notice if the breach is of such a nature that it cannot be remedied.

Material breach means that a Party:

1. does not pay due amounts on time or fails to provide collateral for this, see Appendix 2;
2. provides misleading or incorrect information of importance to the Agreement;
3. has not complied with the rules and regulations in force at any given time, see Appendix 8;
4. is otherwise in material breach of its obligations under the Agreement.

# Damages and indemnity

The Parties are each liable in damages to the other Party in accordance with the general rules of damages in Danish law. However, a Party will not in any case be liable to the other Party for any operational losses, lost profits or any other kind of indirect losses.

The limitation of liability stated in clause 8.1 does not apply if the Party who is liable for damages has acted with intent or gross negligence.

# Force Majeure

A Party will not be liable in damages for any failure to perform its contractual obligations if the Party can document that this was due to an events beyond the Party’s control and that the Party could not be expected, either at the time of the conclusion of the Agreement or subsequently, to have taken such an event into consideration or to have avoided or overcome the event or its consequences without unreasonably burdensome and expensive costs .

Force majeure includes (but is not limited to) war, civil war, riots, government restrictions, government orders, import or export bans or other public interventions, natural disasters, vandalism, theft, failure of energy supply, breakdown of communication lines, confiscation of funds, labour disputes, lockouts and strikes, disease outbreaks, epidemics, pandemics or other similar extraordinary event beyond the Party’s reasonable control.

The Party’s contractual obligations will be suspended until the Party concerned is again able to meet its contractual obligations.

# GDPR

Upon conclusion of the Agreement, the Parties acknowledge that the processing of personal data under this Agreement will be subject to the applicable data protection rules, including Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 (**’the** **General Data Protection Regulation’**), and any national data protection acts, regulations or secondary legislation implementing or applied in parallel with the General Data Protection Regulation.

# Confidentiality

The Distribution System Operator is covered by the Danish Act on Access to Public Administration Files (*Lov om offentlighed i forvaltningen*). Subject to the provisions of the Act, information that the Parties obtain about each other in connection with their negotiations on and implementation of the Agreement must be regarded as confidential information without any time limitation and must not be used, without the consent of the disclosing Party, in any other way than as stipulated in the Agreement or be disclosed to third parties, regardless of the purpose with this, unless such information:

1. is or becomes publicly available, and this is not due to disclosure of the information in violation of this obligation;
2. has demonstrably been received by a Party from a third party who is lawfully in possession thereof and may dispose of the information;
3. may be and/or must be disclosed to a third party in accordance with the assumptions of the Agreement or must be disclosed to meet the Party’s obligations under applicable legislation and other regulations to which that Party is subject (including, but not limited to, any applicable statutory disclosure obligations for stock exchange transactions) or to comply with a specific court decision to that effect; or
4. is disclosed to the Party’s accountant, legal adviser or other parties who are obliged or undertake by law or agreement to be bound by confidentiality obligations observe a duty of confidentiality.

# Compliance with acts and regulations

The Parties are obliged to comply with the rules and regulations in force at any given time. The rules and regulations of relevance to the Agreement at the time of its conclusion are set out in **Appendix 8**. Mandatory rules and regulations will always take precedence over the provisions of this Agreement.

# Parties to the Agreement

This Agreement must be entered into with or agreed to by the owner of the Generating Facility at any given time. If ownership of the Generating Facility is changed through an assignment to a third party or in some other manner, the Facility Owner is obliged to ensure that the new owner immediately accedes to this Agreement.

# Disputes

All disputes and disagreements that may arise directly or indirectly from this Agreement or its interpretation must be brought before the District Court of Copenhagen and be tried in accordance with Danish law.

When interpreting the Agreement, the Danish version precedes.

Any complaints about matters within the competence of the Danish Utility Regulator may, regardless of clause 14.1, always be lodged with the Danish Utility Regulator in accordance with the legislation in force at any given time.

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| |  | | --- | | for |   **FACILITY OWNER** | |  | |  | | --- | | for |   **DISTRIBUTION SYSTEM OPERATOR** | |
|  | |  |  | |
| Signature | Date |  | Signature | Date |
| |  |  |  | | --- | --- | --- | | Name | : |  | | |  | |  |  |  | | --- | --- | --- | | Name | : |  | | |
| |  |  |  | | --- | --- | --- | | Position | : |  | | |  | |  |  |  | | --- | --- | --- | | Position | : |  | | |
|  | |  |  | |
| Signature | Date |  | Signature | Date |
| |  |  |  | | --- | --- | --- | | Name | : |  | | |  | |  |  |  |  | | --- | --- | --- | --- | | Name | : |  |  | | |
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