

Overview consultation October Offshore Legal framework (legal sessions)_20151028

nr.	Document	Article	Topic / provision	Feedback OWFs	Date	Point of view TenneT
1	General	General	Requested data	As mentioned again at EM8 more details are requested, so the developers can access the curtailment risk better. TenneT must at least provide: Soil data (TR), Export Cable specks and wind data –These data need to be published January next year at the latest. Please confirm	27-okt	When soil resistivity measurement results (which are part of the geotechnical survey) are available to TenneT, TenneT will update its calculations for the Borssele case which will lead to a better estimate. This update is expected to be finished end of January 2016. The information will be shared via an information leaflet.
2	General	General	Review position paper 2	We have reviewed the O&M Interface management position paper V2 . We understand that this is still on a conceptual level. Based on this our feedback is positive: Looks reasonable.	27-okt	Noted. See annex 6 CTA for interface issues.
3	General	General	commitment dates	We find it to be a problem, that we only have commitment from TenneT to one date (grid ready for supply and transport). We find that we need commitment to more dates from TenneT. If we can get commitment to a date for array cable pull in to start – this would provide a great planning advantage to the OWF. Relevant dates: Onshore installation of OWF equipment in topside platform (at yard); Inter-array cables can be pulled in; Each inter-array cable to be physically connected; Each inter-array cable to be energized; TenneT issue of Energization notification EON; Each inter-array cable to be commissioned; and Grid connection ready for first operation.	27-okt	There is only one binding date. This is in accordance with the Scenario. However, the Parties will jointly prepare a planning. After the joint planning has been established, parties may agree on mutually binding milestones, including the consequences for not meeting such milestones.
4	General	General		Each inter-array cable to be energized. TenneT issue of Energization notification EON, will this be for individual strings?	27-okt	There will be a phased energization notification.
5	General	General		Each inter-array cable to be commissioned; and Grid connection ready for first operation. TenneT issue of Interim Operational Notification ION, will this be for the whole OWF works.	27-okt	This will not be for the whole OWF works, it is an interim notification.
6	General	General	Bird and bat radar	The specific purpose and scope of the described bird monitoring and its linkage to the monitoring imposed on the holder of the permit for the offshore wind farm is unclear.	27-okt	See shared services in annex 3 CTA. TenneT refers to Rijkswaterstaat for specifications.
7	General	General	Bird and bat radar	It follows from the draft Site Decision that the holder of the permit shall install a system that monitors actual bird migration and that this system shall be connected to the wind turbine control system in order to close down the wind turbines during periods of mass-bird migration (ref. requirement no 4.3, Borssele draft Site Decisions). Please clarify if the radar mentioned to be installed on the OSS for monitoring of bird migration patterns will be a common solution for the wind farm permit holders to benefit from, and with an 'on line' access to the system; i.e. will this radar be suitable for park regulation? Alternatively – will space for, and access to, permit holder specific radars be available at the substation?	27-okt	See shared services in annex 3 CTA. TenneT refers to Rijkswaterstaat for specifications.
8	General	General	Balance Responsible Party	The TenneT agreements always refer to the Balance Responsible Party in the singular but does this mean, that it is required for the Balance Responsible Party to be a single entity?	23-okt	One BRP is envisaged, but this might change (onshore and offshore) after a future Code change. Such Code change is being prepared.
9	General	General	Costs	The potential cost that are charged to the Wind Farm Operator for operational activities should be fully predictable. However, in our view, all operational costs should be part of the network costs and not charged. It was decided that the offshore grid including its operations and maintenance will be part of the scope of the TSO. It is on the basis of this assumption the maximum bidding prices were derived. To re-allocate costs back to the wind farm does not fit in this model.	27-okt	This has been further clarified, see slides of meeting 9 November.
10	General	General	Feed-in Transmission Capacity and extra feed-in capacity	In the technical expert sessions consensus was reached on the fact that TenneT will transport electricity in as far as this is not prevented by technical constraints, i.e. overheating of the cables. This is currently not clearly reflected in the agreement. The current wording in article 3.5 CTA merely indicates that it is TenneT's intention to provide Overplanting Capacity, which seems to allow TenneT to withhold Overplanting Capacity for any reason. Although we appreciate that TenneT does not guarantee the availability of additional feed-in capacity, that no compensation is paid for non-availability of additional feed in capacity and that not all technical details may currently be available to allow the bidders to fully assess the risks associated with overplanting, we would however urgently request TenneT to reflect in the agreements that the above-mentioned technical constraints are the decisive factor for granting Overplanting Capacity and to disclose as much relevant information as reasonably possible, including inter alia all available information on the cable specifications and design criteria's to provide the OWPs as much comfort and guidance as possible with respect to the (expected) availability of additional capacity in order to help them to optimise their projects.	27-okt	The provision regarding overplanting has been changed, after receiving feedback on this provision. In addition, further information has been given during the meeting on 9 November (see slides). Annex 3 CTA has been adjusted and contains the curtailment procedure.
11	General	General	Timing	In order to ensure that the joint Technical & Legal consultation session that is scheduled to take place on November 9 is as efficient as possible, we would appreciate to receive a revised set of agreements ultimately Tuesday November 3 COB. We would also like to receive an agenda for the meeting of November 9, stating the key issues that will be discussed on that meeting. In our view such issues should in any event include: - The realisation of the Connection and the timeline as proposed above; - Overplanting: wording in the agreements; - Availability of design specifications in order to assess likelihood of curtailments; - Clear and predictable list of costs that developers need to include in their business cases; - Voltage/Mvar regulation requirements; and o Measurement of the harmonics. Moreover, since you indicated during the last consultation sessions that the Dutch version of the agreements will be made available in November and given the importance thereof since the Dutch version will be decisive, we urge you to make this translation available simultaneously with the revised set of agreements, or if this is not feasible, in any event in time for the parties to include their comments on the Dutch version in their final written feedback that is due ultimately on November 13.	27-okt	Noted. Information on next steps and the timeline has been given during the 9 November meeting (see slides).
12	General	General	Maintenance activities	We miss an annex in the CTA e.g. an interface matrix which specifies TenneT's maintenance activities to the platform, especially the parts located at the interfaces which can influence the operation of the windfarm. For example the supervision and treatment of the coatings of the J-tubes. In case of related measurements and reporting, we would also like to see that added in the Annex	27-okt	See Annex 6 CTA for interface topics, which has been substantially revised.
13	General	General	Connected Party	Is it allowed that the Connected Party in the CTA will be another Party than the Connected Party in the REA?	27-okt	The Connected Party must be the party who has the Wind Farm Permit and SDE+subsidy.
14	General	General		Specify point of interface for the design, supply, installation and testing (e.g. engineering, termination of cables, J-tubes, cable hang off, cable ladder, cable mounting devices, tests, etc.) and O&M.	27-okt	Please refer to Annexes 2, 3 and 6 (operational arrangements). Annex 6 CTA for interface topics, which has been substantially revised.
15	General	General	REA/CTA	Is an acceptance test / Take Over and/ or other documents for finalizing REA / starting of CTA applicable?	27-okt	Yes, see article 4.1 for the process of delivery of the Connection. This has been further clarified during the 9 November meeting (see slides).
16	General	Switching	Switching	TenneT assumes responsibility for switching activities. Yet no liability is arranged for switching errors. Either the party responsible for switching should be liable for errors, or OWF should be offered the opportunity to perform switching tasks.	27-okt	TenneT has the responsibility for switching tasks, responsibility and liability is the same as onshore (only liability for physical damages).
17	REA	General	Metering device	Please add article stipulating that TenneT shall install the primary part of the Metering Device at its own cost. We understand that this will be installed simultaneously with the platform and therefore falls under the scope of the REA.	27-okt	Agreed. This has been changed in the draft.
18	REA	General	Milestones	Realisation should be subject to clear milestones for major construction activities in respect of the Connection.	27-okt	The Parties will jointly prepare a planning (see article 6.1 for the milestones that will be included in the joint planning). After the joint planning has been established, parties may agree on mutually binding milestones, including the consequences for not meeting such milestones.

19	REA	General	Old Annex 3 (Realisation Planning Schedule)	The old Annex 3 (Realisation Planning Schedule) needs to be included again; please specify at least the start date after signing of this contract and the start dates for the mentioned scopes of the milestones including milestones; including the minimum period for notification when the planning is not feasible.	27-okt	The Parties will jointly prepare a planning (see article 6.1 for the milestones that will be included in the joint planning). In addition, there will be a project working group and regular exchange of information and updating of the planning.
20	REA	General	Planning	Will there be a binding timeframe for other dates apart from the first feed in of energy from 31st of August 2019? Milestones such as installation date of the OSS and possibility to start works on the OSS such as cable pull-in need to be known for the tender deadline 31st of March. These dates influence the bid price so they should be contractually obligatory.	27-okt	There is only one binding date. This is in accordance with the Scenario. However, the Parties will jointly prepare a planning. After the joint planning has been established, parties may agree on mutually binding milestones, including the consequences for not meeting such milestones.
21	REA	General	Planning	The planning of the delivery. Here we see three key delivery dates of which only one is guaranteed. For the delivery of the full connection (as covered in the Scenario) the exact procedure before delivery of the platform for connection, at delivery (protocol) and following delivery is not clear and has major impact on our planning and costs. Earlier use of power or feed-in possibilities are not defined. The other planning interfaces are the window for onshore installation of the equipment on board of the platform and the date where the pull-in of the inter-array cables can start. In particular the date pull-in requires a firm commitment and guarantees to be able to plan offshore installation activities.	27-okt	See article 4.1 for the process of delivery of the Connection. This has been further clarified during the 9 November meeting (see slides). There is only one binding date. This is in accordance with the Scenario. However, the Parties will jointly prepare a planning. After the joint planning has been established, parties may agree on mutually binding milestones, including the consequences for not meeting such milestones.
22	REA	Whereas B and	Electricity	Please define what you mean with "electricity": is it power (MW) or energy (MWh), reactive power included or excluded?	27-okt	Electricity is electricity as meant in the STROOM Act and the EU directives. Electricity is power (MW), reactive power is not included.
23	REA	3, 4, 11.2	Realisation of the connection	See our general comment in relation to the realisation/completion of the Connection and the termination of the REA: the Connection should be deemed realised on the ION and the REA should clearly indicate the manner in which parties jointly establish that the Connection has been realised, i.e. the tests to be performed and the criteria for successfully passing these tests. In addition, the EON should be called some months prior to the ION.	27-okt	See article 4.1 for the process of delivery of the Connection. This has been further clarified during the 9 November meeting (see slides).
24	REA	3.2	Compensation under STROOM Act	Please replace the word "affect" by "reduce" and replace the words "give rise to" by "TenneT's" in order to clarify that the REA will neither reduce or extend the Connected Party's rights on compensation pursuant to the STROOM Act or TenneT's liability in case of a delay or unavailability of the Connection. At present the only binding milestone is the ultimate realisation date as set out in the Scenario (31 August 2019). As discussed during the last consultation sessions, there are however intermediate milestones with potentially (high) claims from the Connected Party's contractors in case of a delay of TenneT. This is especially relevant for the inter-array cable pull in and the EON. We take the position that these crucial milestones should be binding and should entitle us to receive damages in case of a delay by TenneT.	27-okt	Wording has been changed. There is only one binding date. This is in accordance with the Scenario. However, the Parties will jointly prepare a planning. After the joint planning has been established, parties may agree on mutually binding milestones, including the consequences for not meeting such milestones.
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26	REA	3.3	Construction Designated Room onshore	Can TenneT indicate during which period this will be possible and when TenneT will be able to give details as to time and place. OWF's will need to negotiate this with their contractors.	27-okt	This information will only be available after TenneT's contractor has been selected.
27	REA	3.4	Purpose of the Connection	According to this clause the Connected Party will use the Connection for feeding electricity into and receiving electricity from the Offshore Transmission System. This seems confusing since such use of the Connection will not take place under the REA, but only under the CTA. Please rephrase or delete.	27-okt	Wording has been changed to reflect that the use of the Connection will only take place after it has been realised in accordance with the REA.
28	REA	3.7	Timing of connection of interarray cables to platform	According to this clause the Connected Party shall connect a certain maximum number inter-array cables to the Connection. It is our understanding that under the current Agreements the connection of inter-array cables may not only take place under the REA, but also under the CTA, at the discretion of the Connected Party (which is especially relevant if the EON is not called well before the ION). Please clarify. It should be noted however that the above remark is no longer relevant if the timeline suggested by us is adopted: pursuant to this timeline the connection of the inter-array cables will only take place under the REA, provided the EON will be called well before the ION and cables can be energised.	27-10-2015 09-11-2015	The same provision has now been included in the CTA as well, as 66 kV cables may be pulled in under the REA or the CTA, depending on how the plannings of both parties progress.
29	REA	3.7	Specifications to the connection	Are the specifications to the connection already known (e.g. diameter J-tube, radius, dimensions OSS connection and cable route, etc)	27-okt	See the new set of annexes, and especially annex 3.
30	REA	3.9	Connection of inter-array cables and other works by Connected Party	Please replace "of Installation" by "or the Connection". The Connected Party is required to notify changes in the planned connection of inter-array cables or other activities 4 weeks before the scheduled date of such activities. A similar obligation should be included for TenneT in relation to milestones of TenneT that are of importance for the Connected Party and its planning, allowing the Connected Party to (where possible) timely amend its planning following changes in TenneT's planning and to possibly include provisions in procurement contracts with contractors. This should in any event apply in relation to the date on which TenneT is ready for cable pull in, the EON and ION. New remark (3.10): We expect that the aforementioned 4 weeks-period will make it difficult to adjust our planning (e.g. rearrange vessels etc). A longer period would improve the chances of actually being able to delay mobilisation and thereby significantly reduce the cost of a delay. We therefore kindly request TenneT to extend this period to 8 weeks.	27-10-2015 09-11-2015	The wording with respect to the Installation/Connection has been changed. The reason that the Connected Party has to notify TenneT in relation to connecting 66 kV cables or works on the Platform is that this concerns TenneT's platform. TenneT will not construct anything on the Installation. The Parties will jointly prepare a planning (see article 6.1 for the milestones that will be included in the joint planning). After the joint planning has been established, parties may agree on mutually binding milestones, including the consequences for not meeting such milestones. New answer: This is about the request from the Connected Party to TenneT. Timelines are in accordance with the Water Decree. The Connected Party may notify changes more than 4 weeks in advance to TenneT.
31	REA	3.9	Permissions	What are the conditions for the written permission by TenneT and what is the time frame for to get the written permission after the request for permission?	27-okt	The permission is required to make sure the works can take place at that moment. The planning will be discussed in the project working group with TenneT, the Connected Party and the other party who will be granted a connection at the Platform.
32	REA	3.9	Permissions	Is the written permission also applicable for the O&M during the operation period of the Installation (Wind farm)?	27-okt	Yes. This will also be discussed in the project working group with TenneT, the Connected Party and the other party who will be granted a connection at the Platform.
33	REA	3.9	Permissions	What will be the process when changes in the planned connection will occur after the notify period of 4 weeks before planned activities/ connection?	27-okt	This is to be discussed in the project working group with TenneT, the Connected Party and the other party who will be granted a connection at the Platform. Notifying in time is important because of tuning the works.
34	REA	3.9	Planning	In view of these questions: would it not be better to plan these activities and connections in the regular planning meetings instead of following such formal procedures as described in this article, with a lot of discussions about the permitted time periods for request and notification ?	27-okt	There will indeed be project working group and regular project meetings. However, for connecting the 66 kV cables and work outside of the designated room, this procedure applies.

35	REA	3.9	Planning	8 weeks notification period seems unnecessarily long. Especially if the statutory compensation scheme is in effect a notification period would not be acceptable.	27-okt	This 8 week period corresponds with the same period in the Water Decree (Waterbesluit) and should therefore not provide heavy administrative burdens for the Connected Party.
36	REA	3.9	Planning	For the installation and commissioning phase 4 weeks' notice to changed dates and times is too long. At the most, 24 hours' notice should have to be given prior to planned activities.	27-okt	This 4 week period corresponds with the same period in the Water Decree (Waterbesluit) and should therefore not provide heavy administrative burdens for the Connected Party.
37	REA		4 Taking Connection into operation	It should be possible to take parts of the Connection already in operation before the conditions are fulfilled.	23-okt	No, this is not possible, because the Connection will only be energized after the Connection has been delivered and the REA has ended. It has however been clarified that use of the Connection is only use for transmission of electricity.
38	REA	4.1	Alignment with STROOM	Unclear how proposed amendments in respect of completion of connection without testing and commissioning of actual connection affect functioning of proposed connection construction delay damages regime as stipulated in draft article 5.27 Wetsvoorstel STROOM and related subordinate legislation. Please align current draft with wording from proposed AMvB. Also, any amendments adopted to this legislation should be reflected to guarantee full alignment of model agreements with legislation to prevent uncertainty with respect to moment when right to compensation arises for Connected Party.	27-okt	Article 4.1 has been further aligned with the Scenario. With respect to changes to the Scenario, a provision has been included already (12.9)
39	REA	4.1	Start-up connection	transmission of electricity as such is not enough: should be the full capacity	27-okt	Article 4.1 has been changed and now refers to the Scenario. According to the draft Scenario this includes capability to transport full power.
40	REA	4.1	Notification Platform ready	A unilateral notification by TenneT is not acceptable. CP should have the right to view the GC pre-delivery. Delivery should take place by joint signing of delivery protocol.	27-okt	See article 4.1 for the process of delivery of the Connection, including the conformation by an independent expert that the Connection is ready. This has been further clarified during the 9 November meeting (see slides).
41	REA	4.1	Notification Platform ready	What is the time period for notification of the realization of the Connection by TenneT?	27-okt	Article 4.1 has been changed, article 4.3 now included a one month notification period for the delivery date.
42	REA	4.1 A	Connection Ready	A clear definition for "ready" is desirable (for both parties). It should be better defined when the Offshore Transmission System and the Grid connection are ready. The criteria mentioned in the Scenario are not sufficient. There are also technical specifications the HV installations have to meet. Acceptance tests should prove that the OTS and GC meet these specifications. Connected Party should get a copy of the test reports, as a proof that TenneT's Grid Connection is ready for commissioning and testing of the Connected Party's Installation. One condition for GC Ready which cannot be tested before the commissioning and testing of the CP's Installation is the capability to transport full power. This can only be tested together with the commissioning of CP's Installation. Not only the guaranteed transmission capacity of 350 MW, but also the overplanting capacity of 385 MW should be tested. In that light the transition from the REA-phase to the CTA-phase should be better defined. For example by signing a take-over protocol or checklist. • Text suggestion for Article 4.1: "The realisation of the Connection and the Offshore Transmission System will be held to be completed when an independent expert appointed jointly (in writing) by TenneT and the Connected Party, confirms that the Connection and the Offshore Transmission System meet the delivery requirements set in the Scenario."	27-10-2015 09-11-2015	See article 4.1 for the process of delivery of the Connection, including the conformation by an independent expert that the Connection is ready. This has been further clarified during the 9 November meeting (see slides). The Parties and the Ministry will be consulted on the delivery conditions. The 'Offshore Transmission System' will not be added to Article 4.1, because the Offshore Transmission System consists of more than only the cables from the Platform to the onshore transmission system (there will be more platforms in the future) and it is the Connection that is relevant to the Connected Party.
43	REA	4.2 (a)	Different parties	The Connected Party in the REA can be another Party the in the CTA (because of juridical, financial or other reasons)?	27-okt	The Connected Party must be the party who has the Wind Farm Permit and SDE+subsidy.
44	REA	4.2 (b)	Conditions precedent	Why are the conditions for commissioning from the REA and the CTA not combined to one list? Should be a separate Annex of the REA. • Suggestion for Article 4.2: "TenneT will notify the Connected Party one month in advance of the expected date of completion of the Connection. If the independent expert does not confirm that the Connection meets the delivery requirements pursuant to the Scenario on that date, TenneT undertakes to the Connected Party to finalise the outstanding works and/or delivery requirements as soon as possible, and upon such finalisation, the independent expert shall carry out another assessment to determine whether the Connection is completed."	27-10-2015 09-11-2015	All conditions precedent have been included in the CTA (Article 5.1). The conditions precedent regarding to the commissioning of the Connection under the REA have been included in article 4.4 REA. Note that transmission of electricity cannot take place under the REA. TenneT has now included a provision regarding the new notification if the Connection is not declared ready on the date that has been communicated.
45	REA	4.2, 4.2 (b)	Start-up and commissioning of the Connection	See our general remark in relation to the realisation of the Connection and the timeline. Please clarify that 'use of the Connection' means the use of the Connection for the transmission of electricity, taking into account our input in relation to article 5.1 CTA (tests that can only be performed in case of full transmission capacity (FON)).	27-okt	Wording has been changed to reflect what use of the Connection means.
46	REA		5 Costs	A clear and predictable cost allocation mechanism will allow parties to price the costs that they will have to reimburse TenneT in their bids. We therefore kindly request TenneT to include an overview of tests and other activities –both during construction and operation – with indicative costs that will need to be reimbursed by the OWP. We understand that after consultation with the Ministry of Economic Affairs further costs may be included to the list that is currently included in article 5.1. Can you please indicate when you expect to be able to inform us thereon? In the second line of article 5.1 the reference to Article 8.1 should be a reference to Article 8.2.	27-okt	[Updated] TenneT refers to the presentation and report of the meeting of 9 November 2015, during which an indication has been given, based on experiences with costs onshore.
47	REA	5.1	Test plan time schedule	Can we receive a test plan with a time schedule?	27-okt	TenneT refers to the compliance annex 5 CTA, which contains the procedure. The time schedule depends also on the planning of the Connected Party and it is the task of the Connected Party to prepare a test plan and agree on the planning with TenneT.
48	REA	5.1	Costs	Are the costs specified (see also 5.3, should these costs not be included in the list of Tariffs, annex 7?)	27-okt	[Updated] These costs will not be included in the List of Tariffs (because they are to be paid to a third party, independent advisor). TenneT also refers to the presentation and report of the meeting of 9 November 2015, during which an indication has been given, based on experiences with costs onshore.
49	REA	5.1	Costs	compliance testing and simulations of the connection and/or Installation [note: should be clear OWF will not pay for testing of the OSS, if applicable]	27-okt	The Connected Party will only pay for compliance testing costs regarding the Installation.
50	REA	5.1	Costs	Suggestion: Connected party will only reimburse TenneT for the compliance tests and simulations referred to in Annex 7 (List of Tariffs), against the tariffs and fees as listed in that Annex. [note: Annex 7 should give an exhaustive list of which tests and which tariffs. Reference to 8.1 confusing]	27-okt	[Updated] These costs will not be included in the List of Tariffs (because they are to be paid to a third party). TenneT also refers to the presentation and report of the meeting of 9 November 2015, during which an indication has been given, based on experiences with costs onshore. Further, TenneT has updated Annex 5 to the CTA (compliance testing).
51	REA	5.1	Costs	We do not understand why the CP should takeover the costs of TenneT for the testing activities. These activities are under the scope of the Grid Operator, therefore we suggest to delete this article.	27-okt	These are compliance testing activities of and for the Connected Party and will be paid by the Connected Party.

52	REA	6.1	Information exchange and planning: key milestones	We understand that the milestones listed in this article are not exhaustive. The milestones currently mentioned all regard the Connected Party. We would like to add the key milestones for TenneT in relation to which we would in any event expect to receive status updates pursuant to this article 6. These milestones include: - EON - ION - FON - Ready for cable pull in	27-okt	TenneT has added several new milestones in article 6.1 REA, including the ones mentioned in this feedback.
53	REA	6.2	Information exchange, planning, permitting process	Please add that TenneT shall inform the Connected Party on the permitting process regarding the Offshore Transmission System.	27-10-2015 09-11-2015	TenneT included a new milestone regarding this topic in Article 6.1 (a) REA. Also, updates on the planning are mentioned in Article 6.2 REA.
54	REA	6.2	Progress reports	during the construction phase at least, OWF wants more frequent progress reports from TenneT.	27-okt	Article 6.2 REA entails quarterly updates, or 'such other frequency as the Parties may agree on from time to time'.
55	REA	6.4	Records	The period for retaining records (until 2 years after the end date of the REA) is too short, especially since the full operation of the wind park (FON) may not necessarily take place shortly after the termination of the REA. Moreover, as-built documentation will generally be kept for the entire life-time of the asset. Please broaden the basis for requesting documentation, ensuring that the Connected Party is also entitled to such documentation to substantiate its position in a dispute.	27-okt	This period has been extended to the duration of the REA and the CTA and two years thereafter.
56	REA	6.7 / 6.8	Access	TenneT should have written approval from the Connected Party for access to the parts of the platform which are in use by the Connected Party, unless in cases of emergency or safety reasons. The same procedure the other way around.	27-10-2015 09-11-2015	This has not been changed in the REA. This article entails that the room is accessible by TenneT for emergency or safety reasons. In such cases, any (written) approval is not necessary. TenneT refers to Annex 5 for the access rules applicable to the Connected Party.
57	REA	7.1, 7.2	Liability	Both parties should also take out a (Third Party) liability insurance according to Article 9 GTC. This should be mentioned as well in this article. And also in the CTA, please add an Insurance paragraph. Also, please indicate terms, duration and maximum coverage for the insurance(s).	27-okt	Agreed that third party liability insurance is to be taken out by the Parties, this has been included in the new drafts of the REA and CTA. TenneT refers to Article 7 REA and 10 CTA for the revised articles on insurance. Should you want to include more details, such as a maximum coverage, please provide TenneT with input on the desired caps
58	REA	8.2	Time limit for testing	Please include a reference to a time period for the performance of commissioning and compliance testing by TenneT, which time period is to be included in the planning pursuant to article 6.1.	27-10-2015 09-11-2015	TenneT refers to the compliance annex 5 CTA, which contains the procedure. The time schedule depends also on the planning of the Connected Party and it is the task of the Connected Party to prepare a test plan and agree on the planning with TenneT.
59	REA	8.2	Compliance testing	How does this related to new completion regime for Connection under clause 4.1?	27-okt	TenneT revised the completion regime of the Connection, see Article 4.1 REA. Compliance testing of the Installation will take place under the CTA, the procedures can be found in Annex 5 CTA.
60	REA	8.2	Compliance testing	Please specify the tests and simulations which have to be performed. By written approval of the Connected Party the Installation is accessible cf. procedures, etc., etc. Should also be planned by the Connected Party (because of the weather conditions, production losses, etc.). Planning schedule to be agreed by both parties.	27-10-2015 09-11-2015	TenneT refers to the compliance annex 5 CTA, which contains the procedure. The time schedule depends also on the planning of the Connected Party and it is the task of the Connected Party to prepare a test plan and agree on the planning with TenneT.
61	REA	9	Step-in	Please note that in distress situations the 60-days period may be too short.	27-okt	Noted. The period has been extended to 90 days.
62	REA	9	CP's financing documentation	Maximum period of 60 calendar days is not realistic in case of an acute distress situation for the Connected Party. Please amend to at least 120 calendar days.	27-okt	Noted. The period has been extended to 90 days.
63	REA	11.2	Termination	With reference to our general remark above regarding the realisation of the Connection, we note that the current unilateral procedure risks that the Connected Party contests that the Connection has been 'realised', which results in uncertainty as to the regime governing the relationship between the parties: the REA or the CTA. This can be avoided when parties agree on the ION as termination date of the REA and on the tests to be performed and the criteria for successfully passing these tests. In order to clearly distinguish between the applicability of the regime of the REA and that of the CTA, we propose that the REA ends and the CTA begins when the ION issued by TenneT is signed for acceptance by the Connected Party.	27-okt	See article 4.1 for the process of delivery of the Connection. This has been further clarified during the 9 November meeting (see slides).
64	REA	11.2	Connection Ready	Please see comment under 4.1: unilateral delivery not acceptable; joint signature of protocol which states that all the requirements of the GC are met is necessary.	27-okt	See article 4.1 for the process of delivery of the Connection. This has been further clarified during the 9 November meeting (see slides).
65	REA	12.5	Conflict rules	Since the CTA only enters into force after the REA has been terminated the situation described in sub (d) will not occur. Moreover this provision is confusing since the two agreements may differ intentionally. We therefore propose to delete sub (d).	27-okt	Agreed, sub (d) has been deleted.
66	REA	Annex 1		What is meant with "Intercessor contracts" and "Project management organization"?	27-okt	Wording has been adjusted.
67	REA	Annex 2	Single Line Diagram	The SLDs provided as Annex 2 are not compliant with the discussions in the technical expert group in terms of: o the OWP to own, operate and maintain 'own protection'. Please clarify; o one measurement point for each 66kV feeder for 'Power Plant Control' may imply that the OWP needs to sum up these measurements in the control system. This will increase costs and complexity and could be problematic for some suppliers. Please note that during the technical consultations TenneT mentioned that a summed up measurement could be provided, which is currently not reflected.	27-okt	The drawings have been updated.
68	REA	Annex 2	Connection points	Primary Connection Point should be Point of Common Coupling, also in the single line diagram. The definition of Secondary and Tertiary Connection Point is not clear. Please indicate them in the single line diagram. Please indicate the location of the measurement cabinet as well.	27-okt	The definition has been changed in Annex 2. The locations that can be added in the SLD have been added.
69	REA	Annex 2	Single line diagram	Please add a single line diagram which shows how the 66 kV busbars are connected with the transformers (3-winding, every secondary winding connected with a separate busbar) and how the busbars can be interconnected with each other, incl. the redundancy switching. Single line diagram of the Offshore Transmission System and the Grid Connection, as well as a network model for making our loadflow and short circuit calculations. Network model and root locus table to make harmonic calculations.	27-10-2015 09-11-2015	The drawings have been updated.
70	REA	Annex 2	Single line diagram	Connected Party needs the status signals of the switches QZ1, QA1, QZ2 and QC9 as well, plus the status signals of the other 66 kV breakers to the transformers and the 66 kV busbar couplers.	27-okt	The drawings have been updated.
71	REA	Annex 2	Connection points	Primary connection point: we highly recommend the use of a junction box as the connection point. The junction boxes shall be located in the vicinity of the hang-offs. The use of a junction box enables the Cable Layer of the OWP to finish the works earlier and with a more certain installation and offshore working time. In comparison to the cost reduction made on the cable contract side for the OWP the extra effort and cost for TenneT would be significantly lower. This makes the overall price of the inner array cable cheaper which contributes to the goal of a lower LCOE. In our experience savings of hundreds of thousands of Euros can be made overall.	27-okt	This has been discussed during the expert meeting. TenneT maintains its position.

72	REA	Annex 3	Shared services: bird/bat radar	We understand that a shared bird/bat radar will be established by RWS. The specific purpose and scope of such monitoring and its relation to the monitoring imposed on the wind permit holder is unclear. It follows from the draft Site Decision that the wind permit holder shall install a system that monitors actual bird migration and that this system shall be connected to the wind turbine control system in order to close down the wind turbines during periods of mass-bird migration (ref. requirement no 4.3, Borssele draft Site Decisions). Please clarify if the radar that shall be installed by RWS for monitoring of bird migration patterns will be a common solution for the wind permit holders to benefit from, and with an 'on line' access to the system; i.e. will this radar be suitable for park regulation? Alternatively – will space and access to the wind permit holder's specific radars be available at the substation?	27-okt	See shared services in annex 3 CTA. TenneT refers to Rijkswaterstaat for specifications.
73	REA	Annex 3	Use of flexible transmission capacity, including curtailment	In order for the OWP to assess the curtailment risk, detailed principles for curtailment need to be provided, including but not limited to soil data (TR), export cable specks and wind data, which data need to be published January 2016 at the latest. In addition, we have not seen the outcome of the discussions and the feedback that was provided in relation to several issues that may arise with respect to overplanting, e.g.: o how priority is given to reactive power in case the dynamic rating is exploited fully for power transfer, and o how in case of the failure of an export cable curtailment is shared between two OWPs. Please provide such information as soon as possible to allow us sufficient time for review prior to the meeting on November 9.	27-okt	Noted, Annex 3 CTA has been adjusted.
74	REA	Annex 3	Harmonic amplification	We understand that in case of transformer or cable outage, two OWPs may be connected to a single 66kV bus bar, in which case the emission planning level will be proportional to the rated power of each Connected Party. This situation has raises several questions on how such joint use will work in practice, which in our view have currently not been sufficiently addressed, including but not limited to: o who will be held responsible if unexpected amplification occurs and planning levels cannot be met? o who will be asked to switch-off wind turbines? Please elaborate on the procedure that will apply in such situation.	27-okt	As discussed during the consultation process, each individual OWF shall prove compliance with the requirements. Once compliance has been proved, no additional requirements will be imposed. There is no fully implemented process available at this stage. In general the harmonic distortion will be measured by means of power quality measurement. TenneT shall analyse the power quality on a regular basis (once every few months / once a year) and report on it as required in the Dutch Netcode. If this analysis shows that the distortion level is exceeded, TenneT will have the cause investigated. The concluded necessary measures to prevent future exceeding, shall, where reasonably possible, be implemented by TenneT. To minimize the described risk, the current harmonic distortion planning levels are already defined for the situation that both OWFs are connected to only one export cable.
75	REA	Annex 3	Refer to position paper	Please refer for every subject to the corresponding position paper (see general comment above).	27-okt	This has not been added. During the 9 November meeting, a table with both the position papers and the annexes was shown (see slides). Note that the annexes are guiding. Only if an annex is unclear, the position papers could be used to interpretate part of an annex. If you think important conclusions of any position paper are missing in an annex, please indicate which sentences should be included.
76	REA	Annex 3	Metering	Include the subject Metering and refer to Annex T9 (which has to be changed because parties will jointly select and each appoint the Acknowledged Metering Responsibility Party)	27-okt	Please refer to Metering article in CTA.
77	REA	Annex 3	Operation of bays	(TenneT will standardise the operation of bays for the offshore Platform. The switchgear installation with connections to the offshore Power Park Mdoule is fully operated by TenneT, as the ownder of the switchgear.) Especially during the realisation phase and commissioning it is important that switching operations can be carried out at quite short notice. Therefore we think that more details are necessary to specify when and how long before the planned switching operation the request has to be placed that a switch is carried out. The time needed till the switching operation is then carried out should be a short as possible. Leaving this issue open leads to high uncertainty in the costs of installation and commissioning on the side of the OWP since extra time buffers have to be included. To specify the (maximum) time for switching operations is a simple measure with a big impact.	27-okt	Arrangements will be made with the Connected Party during commissioning, comparable to arrangements being made regarding maintenance. Response time needs to be agreed upon as well. For information purposes: from other projects, experience shows a direct response within the minute.
78	REA	Annex 4	The required U-Q/Pmax-profile of a Power Park Module at the connection point by the voltage, p. 17, figure c	This figure still shows the reactive capability in the full voltage range +/- 10%, which would practically be impossible to comply with. With reference to our feedback given during the technical expert meetings, we are concerned that these voltage requirements are repeated in many documents and urgently request TenneT not to impose impossible requirements on the OWPs.	27-okt	The wording has not been adjusted as this is aligned with the RfG requirements.
79	REA	Annex 5	Testing	Please include an overview of the tests which have to be performed, and refer to the position paper T17 and the SOC document. Please indicate which tests have to be done physically, and which requirements can be fulfilled by submitting type test reports or calculations/simulations. The same comment for Harmonic emission tests.	27-okt	[Updated] TenneT refers to the updated annex 5 to the CTA. The SOC document will be further updated prior to the opening of the tender.]
80	REA	Annex 6	Access	For access procedures (3.1) refer to pos. paper T4, T13 and T14	27-okt	This has not been added. During the 9 November meeting, a table with both the position papers and the annexes was shown (see slides). Note that the annexes are guiding. Only if an annex is unclear, the position papers could be used to interpretate part of an annex. If you think important conclusions of any position paper are missing in an annex, please indicate which sentences should be included.
81	REA	Annex 6	Control work	What is meant with Control Work (3.2)?	27-okt	This paragraph has been deleted in the new draft. Control work means 'bedieningswerkzaamheden'.
82	REA	Annex 6	Switching	For Switching procedures (3.3) refer to Pos. paper T5, and T14	27-okt	This has not been added. During the 9 November meeting, a table with both the position papers and the annexes was shown (see slides). Note that the annexes are guiding. Only if an annex is unclear, the position papers could be used to interpretate part of an annex. If you think important conclusions of any position paper are missing in an annex, please indicate which sentences should be included.
83	REA	Annex 6	Redundancy switching	Procedures for redundancy switching should be included, refer to pos. paper T12	27-okt	TenneT understands this as a request for a procedure in case one of the 220 kV export cables is unavailable. See for the switching policy and for harmonic distortion that could occur in such a case the answer to Q76.

84	REA	Annex 6	Overplanting	Overplanting procedures should be included, refer to pos. paper T11, and add the section from T14 which says the following: In practice this means that TenneT will provide insight in the cable temperature and gives warning signals when temperature is increasing as a sign for curtailing. When the maximum temperature is reached, the WPO's are obliged to curtail down to 350MW. If the WPO does not fulfil to curtail, TenneT will have the right to interfere. Exact appointments need to be agreed on how to curtail, regarding the moment of action and the amount for each connected party.	27-okt	During the 9 November meeting, the use over the Overplanting Capacity has been discussed (see slides). Annex 3 CTA has been adjusted and contains the curtailment procedure.
85	REA	Annex 6	Interface table	Please include the Interface table of Pos. paper T13, and refer to the whole paper for all interface issues during installation.	27-okt	This has not been added. During the 9 November meeting, a table with both the position papers and the annexes was shown (see slides). Note that the annexes are guiding. Only if an annex is unclear, the position papers could be used to interpretate part of an annex. If you think important conclusions of any position paper are missing in an annex, please indicate which sentences should be included.
86	REA	Annex 6	Interface matrix	Please include an interface matrix in Pos. paper T14 and in Annex 6, which specifies the O&M activities, with the corresponding functional RASCI roles.	27-okt	See the answer to the previous question.
87	REA	Annex 6	Interface issues	Please add to T13 Scour protection and Cable Crossings as interface issues. Cable crossings are not mentioned anymore as interface item. We suggest to make a separate procedure for this, and a proposal for cost sharing.(Art. 4.2 GTC refers to no work done on these cables prior to installation agreement between TenneT and OWP)	27-10-2015 09-11-2015	The table has been changed.
88	REA	Annexes	Planning	There should be an Annex in the REA with the planning of TenneT, or at least the schematic overview of the planning. In that planning additional milestones should be included , so that it is clear for Connected Parties when they can start with the connection of array cables.	27-10-2015 09-11-2015	Such annex has not been included. However, TenneT did include additional milestones in article 6.1 REA. Also, TenneT included the preparation of a combined planning (Article 6.1 REA).
89	REA and CTA	General	Protection	We understand that it is TenneT's responsibility to design the protection – and implications for OWF systems will be clarified later. This means that the position paper takes precedence over the draft annexes. Can TenneT confirm this?	27-okt	The annexes are leading. Only if an annex is unclear, the position papers could be used to interpretate part of an annex. The protection topic has been complemented in the Annex.
90	REA and CTA	General	Metering	Metering is not part of this document. The responsibilities we understand is dealt with under legal. It should be more clear who should supply what, but there is also a technical interface. 1.Where these measurement cabinet is located? 2. If each string has to have a dedicated Meters then one cabinet is not enough. Will there be enough space for more?	27-okt	Measurement cabinet including measuring devices shall be procured and installed by CP in CP's room. Interface to CT's and VT's is at the interface cabinet which will be provided by TenneT in CP's room. See article 7 CTA for requirement for CP's to jointly select one Acknowledged Metering Responsible Party for the measurement cabinet(s) Question 2: is relevant. Answer: the design of the measuring cabinet is the responsibility of the CP including the determination of the number of required cabinets. The only requirement for the CP is that the design shall comply with the Metering Code.
91	REA and CTA	General	Realisation of the connection	As discussed during the last legal expert meetings, we do not agree with TenneT nilaterally determining that the Connection is 'realised' by sending a written notice to that effect to the Connected Party(by the Scenario milestone date of 31 of August 2019 or later if bilaterally agreed), without any possibility for the Connected Party to verify or challenge the realisation (other than by submission of a claim for compensation under the STROOM Act, which should - where possible - be avoided). In our view and experience, the REA should include a clear procedure making the completion of the realisation objectively determinable and verifiable by the Connected Party. To this effect parties should agree on the tests to be performed in order to establish whether the Connection is realised and the criteria for successfully passing these tests. We also find that in respect of such tests the REA and CTA should be aligned with the European Network Code on Requirements for grid connection of Generators (the RfG). The RfG provides for an operational notification procedure for connection of new power generating modules which distinguishes the following three notifications: <u>Energisation Operational Notification (EON)</u> - a notification issued by the relevant network operator to a power generating facility owner prior to energisation of its internal network. An EON entitles the power generating facility owner to energise its internal network by using the grid connection. <u>Interim Operational Notification (ION)</u> - a notification issued by the relevant network operator to a power generating facility owner confirming that the power generating facility owner is entitled to operate the power generating module by using the grid connection for a limited period of time and to undertake compliance tests to meet the technical design and operational criteria of this network code. <u>Final Operational Notification (FON)</u> - a notification issued by the relevant network operator to a power generating facility owner confirming that the power generating facility owner is entitled to operate the power generating module by using the grid connection because compliance with the technical design and operational criteria has been demonstrated as referred to in this network code. In our view the Connection can only be considered realised/completed upon notification of first power. Consequently, the date of realisation/completion of the Connection, and thus the termination date of the REA, should equal the ION notification under the RfG. The unilateral realization procedure currently included in the REA risks that prior to the ION the Connected Party discovers that the Connection is not in compliance with all requirements and contests the 'realisation'. This will result in uncertainty as to the regime that has been governing the relationship between the parties: the REA or the CTA, which can be avoided by the implementation of the system as proposed above, with the ION as actual realisation of the Connection and the date of termination of the REA. As a consequence, the Connected Party shall be entitled to claim compensation for delay under the STROOM Act if on 31 August 2019 the ION has not taken place. In order for the developer to be able to export power when ION is called on 31 August, the developer has to be able to commission cables and install turbines before 31 August. Therefore EON needs to be called some months prior to the ION. Moreover, many months after the ION is called, compliance tests will be necessary (e.g. full load test) before the FON can be called and the transmission infrastructure can be considered fully ready. In the meantime it is important that the operator is guaranteed a compensation for outages under the STROOM Act, whenever the available export capacity is below 350MW and exports are limited by the unsatisfactory performance of the substation. We have drafted below timeline to illustrate the different stages of development (installation, testing and operational stage) and the corresponding milestones and to align such stages and milestones with the RfG. Please note that a larger, more detailed timeline is included in this document at the end of our general comments. The timeline implies that the REA should accommodate for power consumption by the developer only, while the CTA accommodates for power export by the developer. It is currently not clear whether TenneT will issue EON for each string separately or in groups. Please clarify. For clarity's sake we would suggest to include this timeline in the REA and CTA.	27-okt	There is only one binding date. This is in accordance with the Scenario. However, the Parties will jointly prepare a planning. After the joint planning has been established, parties may agree on mutually binding milestones, including the consequences for not meeting such milestones. See article 4.1 for the process of delivery of the Connection. This has been further clarified during the 9 November meeting (see slides). TenneT has added several new milestones in article 6.1 REA, including the ones mentioned in this feedback. Also, updates on the planning are mentioned in Article 6.2 REA. No specific timeline will be included in the REA, as this also depends on the planning of the Connected Party.
92	REA and CTA	Annex 2	Single line diagram	It is, however still not clearly specified who supplies the OWF specific protection (distance, negative sequence or differential). The SLDs in Draft single line diagram (forming part of Annex 2 to REA and CTA is not consistent with the position of TenneT in Protection position paper V2.	27-okt	The drawings have been updated.
93	CTA	Whereas B and 3.4		Please define what you mean with "electricity": is it power (MW) or energy (MWh), reactive power included or excluded?	27-okt	Electricity is electricity as meant in the STROOM Act and the EU directives. Electricity is power (MW), reactive power is not included.
94	CTA	3.5	Overplanting	The use of the capacity between 350 and 380 MW under various conditions is not sufficiently clear; this is also related to the cable specifications and soil conditions as well as the interface about the planning of any potential curtailment.	27-okt	The provision regarding overplanting has been changed, after receiving feedback on this provision. Also Annex 3 CTA has been adjusted and contains the curtailment procedure. In addition, further information has been given during the meeting on 9 November (see slides).
95	CTA		2 Purpose of this Agreement	Delete: desire to [this is not a letter of intent]	27-okt	These words have been deleted.

96	CTA	3.4	Feed-in Transmission Capacity and extra feed-in capacity	Is this Capacity expressed in MWh or MW? And how is the overplanting capacity defined relating to this Capacity?	27-okt	Electricity is power (MW), reactive power is not included. The provision regarding overplanting has been changed, after receiving feedback on this provision. In addition, further information has been given during the meeting on 9 November (see slides). Annex 3 CTA has been adjusted and contains the curtailment procedure.
97	CTA	3.5	Overplanting	If this refers to the 10% dynamic load on the export cable, is the additional capacity only provided upon request? We would like to see a reversed procedure, where in an added definition of "Additional Feed-in Capacity" it is stated (including a procedure and time schedule) that Tennet notifies the Connected Party if such capacity is not available.	27-okt	The provision regarding overplanting has been changed, after receiving feedback on this provision. Also Annex 3 CTA has been adjusted and contains the curtailment procedure. In addition, further information has been given during the meeting on 9 November (see slides).
98	CTA	3.5, Annex 3	Overplanting	In the technical expert sessions consensus was reached on the fact that TenneT will transport electricity in as far as this is not prevented by technical constraints, i.e. overheating of the cables. This is currently not clearly reflected in this article, which merely indicates that it is TenneT's intention to provide Overplanting Capacity, which seems to allow TenneT to withhold Overplanting Capacity for any reason. Although we appreciate that TenneT does not guarantee the availability of additional Feed-in capacity and that not all technical details may currently be available to allow the bidders to fully assess the risks associated with overplanting, we request TenneT to provide the OWPs as much comfort and guidance as possible with respect to the (expected) availability of additional capacity in order to help them to optimise their projects. Such comfort and guidance can be provided by (i) reflecting in this article that the availability of Overplanting Capacity will be dependent on the occurrence of technical constraints (see proposed wording below) and (ii) the disclosure of as much relevant information as reasonably possible, e.g. including all available information on the cable specifications and design criteria, soil data (TR) and wind data. In order for the OWP to assess the curtailment risk such data need to be published January 2016 at the latest. We therefore suggest to amend article 3.5 CTA as follows: "TenneT shall provide the Connected Party with the requested Overplanting Capacity under the condition that TenneT at that time deems such Overplanting Capacity technically feasible. The Connected Party acknowledges that it cannot claim any rights under this Connection and Transmission Agreement in respect of the Overplanting Capacity or curtailment of any Overplanting Capacity." In addition, we have not seen the outcome of the discussions and the feedback that was provided in relation to several issues that may arise with respect to overplanting, e.g.: o how priority is given to reactive power in case the dynamic rating is exploited fully for power transfer, and o how in case of the failure of an export cable curtailment is shared between two OWPs. Please provide such information as soon as possible to allow us sufficient time for review prior to the meeting on November 9.	27-okt	The provision regarding overplanting has been changed, after receiving feedback on this provision. Also Annex 3 CTA has been adjusted and contains the curtailment procedure. In addition, further information has been given during the meeting on 9 November (see slides). When soil resistivity measurement results (which are part of the geotechnical survey) are available to TenneT, TenneT will update its calculations for the Borssele case which will lead to a better estimate. This update is expected to be finished end of January 2016. The information will be shared via an information leaflet.
99	CTA	3.6	Overplanting	This article says in fact that TenneT does best efforts to ensure that the CP can feed in the maximum quantity of electricity, being 350 MW, but excludes the overplanting capacity! This contradicts with 3.5. Suggestion made in the meeting of 9 november to reverse art. 3.5 and 3.6.	27-10-2015 09-11-2015	In terms of overplanting capacity 3.5 applies, 3.6 does not apply to overplanting capacity. There is a distinction between contracted and overplanting capacity. Note that article 3.6 does not deviate from 3.5. Suggestion has been included in the CTA, 3.5 and 3.6 have been reversed.
100	CTA	4.4	restriction / interruption transmission	Please specify when it is deemed reasonably for TenneT to restrict or interrupt transmission.	23-okt	TenneT refers to (a), (b) and (c) in Article 4.4 CTA.
101	CTA	4.4	restriction / interruption transmission	Should be agreed upon by both Parties for procedures, time schedules, conditions, etc. There should be procedures for these restrictions and interruptions, agreed upon by both Parties, with time schedules, conditions, etc.	27-10-2015 09-11-2015	TenneT refers to (a), (b) and (c) in Article 4.4 CTA. This is not to be agreed upon by both parties, because TenneT, as a TSO, has a duty to restrict or interrupt transmission in the instances mentioned in Article 4.4 CTA. This is accordance with the Codes and the onshore practice.
102	CTA	4.4(a)	statutory duties	Please define the statutory duties.	23-okt	Defining TenneT's statutory duties is not possible as these are of general nature and may evolve over time.
103	CTA	4.5	restriction / interruption transmission	Should be agreed upon by both Parties for procedures, time schedules, conditions, etc There should be procedures for these restrictions and interruptions, agreed upon by both Parties, with time schedules, conditions, etc.	27-10-2015 09-11-2015	This is not to be agreed upon by both parties, because TenneT, as a TSO, has a duty to restrict or interrupt transmission in the instances mentioned in Article 4.4 CTA. This is accordance with the Codes and the onshore practice.
104	CTA	4.6		Please delete reference to 4.4(b) and instead refer to 4.4 only, TenneT should always be under an obligation to limit impact on operations of Connected Party to maximum extent.	27-okt	This article is not voluntary. Article 4.6 does not only relate to emergency works.
105	CTA	4.6	restriction / interruption transmission	TenneT always inform the Connected party within a required time period.	27-okt	TenneT will inform the Connected Party to the extent reasonably possible. However, this is not possible under all circumstances.
106	CTA	4.6	Availability of cables	Cf. 2.2 Offshore grid outage: O.2 Stranded Asset Mitigation; can TenneT warrant for the availability percentage in the agreement? (the availability of one of the two transmission systems will be 99,983%.)	27-10-2015 09-11-2015	As in the onshore agreements, there will be no availability percentage included in the agreement. TenneT thoroughly studied the availability during the design phase but will not warrant for the availability numbers.
107	CTA	4.6	restriction / interruption transmission	This article is voluntary, should be only apply in emergencies.	27-okt	This article is not voluntary. Article 4.6 does not only relate to emergency works.
108	CTA	4.7	Compensation under STROOM Act	Please replace the word "affect" by "reduce" and replace the words "give rise to" by "TenneT's" in order to clarify that the REA will neither reduce or extend the Connected Party's rights on compensation pursuant to the STROOM Act or TenneT's liability in case of a delay or unavailability of the Connection. See also our input regarding the identical provision in the REA (article 3.2).	27-okt	Wording has been changed.
109	CTA	4.7	restriction / interruption transmission	Currently 'interruption' and 'unavailability' used apparently interchangeably, please clarify difference or align wording.	27-okt	TenneT has reviewed the agreements with regard to consistency. TenneT refers to restrict and interrupt (only) where this entails any action by TenneT. Unavailability is a result, not an action.
110	CTA	5.1	Use of the Connection	Please clarify in the first line of article 5.1 that the 'use of the Connection' means the use of the Connection for transmission of electricity. Please align article 5.1(e) with the timeline proposed above. Certain tests can only be performed when the park is fully operational (FON). This means that condition precedent sub (e) is currently too broad since the aforementioned tests should not be covered by this condition precedent. It is important to note that a Connected Party cannot accept the condition precedent that the connection is fully available before all tests have been performed.	27-10-2015 09-11-2015	The first line of Article 5.1 CTA has been changed, in order to make clear that is meant use of the Connection for transmission of electricity via the Offshore Transmission System. Note that 5.1(e) contains the phrase 'to the extent relevant to the intended use'. This means that if strings are commissioned before FON is reached, the tests regarding FON do not have to be completed yet.
111	CTA	5.1	Use of the Connection	How does this obligation fit within 'new' completion regime under clause 4.1 REA? This seems to be contradictory, especially when considering situation as described under clause 5.3	27-okt	The first line of Article 5.1 and 5.3 CTA have been changed, in order to make clear that is meant use of the Connection for transmission of electricity via the Offshore Transmission System.

112	CTA	5.1 b	Use of the Connection	Article 7.3 of this Realisation Agreement' should be '(...) of this Connection and Transaction Agreement'	27-okt	Changed.
113	CTA	5.1 e	Use of the Connection	Please specify the tests which have to be performed, and the costs. And the procedures: Test procedures, HV organization (HV procedures, HV responsibility, etc.) and conditions for testing and releases, etc. For example a cable should be energized to be able to test it.	27-okt	See Annex 5 CTA for compliance activities which has been substantially revised.
114	CTA	5.3	Use of the Connection	Please explain what is meant here.	23-okt	The first line of Article 5.1 and 5.3 CTA have been changed, in order to make clear that is meant use of the Connection for transmission of electricity via the Offshore Transmission System.
115	CTA	6	Installation	REA should be CTA	27-okt	Agreed and changed accordingly.
116	CTA	7.1	Metering Responsible Party	Will TenneT be the Metering Responsible Party?	23-okt	No, TenneT facilitates the joint public tender for the Metering Responsible Party.
117	CTA	7.1	Metering device	Please also indicate what TenneT's QA/QC policy will be for the Metering Devices. Please specify interfaces and conditions for metering system.	27-okt	The metering system including metering devices is the responsibility of the CP. During the joint selection of one Acknowledged Metering Responsible Party for the measurement cabinet(s) (see paragraph 7 of CTA for requirements on this selection procedure), also QA/QC, maintenance requirements etc. shall be taken into account by the CP.
118	CTA	7.3	Joint decision on appointment of metering responsible party	We understand that there will be one metering responsible party that will enter into 3 metering contracts: with OWP1, with OWP2 and with TenneT. As discussed during the previous legal expert meetings it is currently not clear 'who pushes the button', i.e. who makes the final procurement decision if operators and/or TenneT have a different opinion of who should be the metering responsible party (e.g. due to price). It is also not clear from the CTA that the metering responsible party should be the same party for both OWPs connected to the TenneT platform. In addition, article 5.1(b) currently indicates that the Connected Party has appointed a metering responsible party for the Parties' obligations arising from the metering code. This should merely refer to the Connected Party's obligations since TenneT will enter into a separate agreement with the metering responsible party for its own obligations. Please clarify (e.g. in an attached drawing) who is responsible for the telecommunication equipment and software in relation to the meter. In addition, please ensure that the Annexes are aligned with the above.	27-10-2015 09-11-2015	(i) The decision is up to TenneT, taking into account the comments of the Connected Party and of the other party who will be granted a connection at the Platform. (ii) It is correct that there will be one metering responsible party at the Platform for both connected parties and TenneT, (iii) wording has been changed into "its obligations" (iv) TenneT refers to the annex (2 CTA) and the Codes for more information on metering, (v) the annexes have been updated.
119	CTA	7.4	Power quality monitoring	Please define "power quality monitoring"	23-okt	See revised article, now including reference to the Dutch grid code.
120	CTA	7.4	Power quality monitoring	Please define what is meant with "power quality monitoring". Refer to definitions in the law or in the codes. Please specify how they want to do "power quality monitoring"?	27-okt	TenneT will perform this in accordance with the Dutch grid code. Revised article now includes reference to the Dutch grid code.
121	CTA	8.1	Reference day	From what date / reference we will pay? Is this when the Installation is in production/ operation (only production based?).	27-okt	The consumption tariff is to be paid for electricity consumed. So this will only be after consumption has started.
122	CTA	8.1, 8.2	Tariffs, fees, costs and payment	We understand that pursuant to article 8.1 the Connected Party will pay the regulated tariff for consumption of electricity that will be set by the regulator on a yearly basis. For this purpose a new offshore consumption tariff category will be introduced. There will be no (regulated) tariff due for feed-in of electricity, nor will a connection fee be due. In addition, the Connected Party will reimburse TenneT for costs incurred by TenneT in relation to commissioning and compliance tests and access by TenneT to the space on the platform designated for use by the Connected Party. Further costs may be included to this list after consultation with the Ministry of Economic Affairs. Can you please indicate when you expect to be able to inform us thereon?	27-okt	TenneT refers to the adjusted article 8. Both the ministry and TenneT are very aware of the relevance of this information to the potential bidders. If any further information becomes available this will be published as soon as possible.
123	CTA	8.2	Costs	Please specify these costs, and how and by who these are determined. Costs should also be approved by both parties, included needed conditions.	27-10-2015 09-11-2015	See the adjusted article 8 and the slides used during the 9 November meeting. Costs are not to be approved by both parties, but are subject to ex post regulation by ACM.
124	CTA	8.5	Costs	Annex 7 tariffs are not specified and there is no index, also missing in the annex "de bijbehorende toelichting".	27-okt	This is correct. Annex 7 will not be included when signing the CTA; this will be known by the end of 2018, 2019 tariffs could be applicable at the earliest. TenneT included the tariff sheet as an example.
125	CTA	8.6	Costs	Please specify the details necessary for TenneT to determine tariffs, fees and costs. Normally based on "Tarievencode electriciteit". What is the definition of Tariff Decision? [Company] would like to have an indication of these costs well before the closing of the tender. According to this article TenneT will prepare a list of regulated tariffs and fees, for information purposes. Please provide this list as soon as possible.	27-okt	TenneT refers to the discussion during the 9 November meeting and the slides used. Note that consumption tariffs are set by the ACM annually, so the 2019 tariff will be set in 2018. TenneT does not expect a separate offshore consumption tariff. There is no tariff structure applicable offshore yet, still to be decided by the ACM or the Minister of Economic Affairs. These are expected to be the EHS consumption tariffs.
126	CTA	9.1	Project working group	Written rules etc. only applicable with written approval of all parties.	27-okt	Article 9.2 states that all parties will jointly prepare written rules governing the proceedings within the project working group.
127	CTA	9.4	information rights	And all other information to comply with any other regulation, requirement or requests required for the Connection, the Installation and the operation of the Offshore Wind Farm.	27-okt	TenneT added "or to comply with any other regulation or statutory requirements for the use of the Connection or the operation of the Installation. Note that the Installation is the offshore wind farm.
128	CTA	9.6	Access	Regarding accessibility of space it is not only the Connected Party to TenneT but also vice versa. This article is applicable for both parties to ensure accessibility of the other party to their space. The Installation is accessible by written approval of the other Party cf. procedures, etc. and this should also be planned as far as possible. For emergency or safety reasons the other Party will be directly informed (also mentioned in annex 6 / 4.3 crisis centre).	27-10-2015 09-11-2015	This has not been changed in the CTA. This article entails that the room is accessible by TenneT for emergency or safety reasons. In such cases, any (written) approval is not necessary. TenneT refers to Annex 6 to CTA for the access rules applicable to the Connected Party.
129	CTA	12	Step-in	Please note that in distress situations the 60-days period may be too short. See also our remark in relation to article 9 REA.	27-okt	Noted. The period has been extended to 90 days.
130	CTA	12	Step-in	Please see comments to clause 9 REA. ('maximum period of 60 calendar days is not realistic in case of an acute distress situation for the Connected Party. Please amend to at least 120 calendar days.')	27-okt	Noted. The period has been extended to 90 days.
131	CTA	13.2	Amendments	Amendments who influence the production or Installation, must be approved by the Connected Party. why is only TenneT allowed to propose amendments to Annex 3-5? This should be possible for both parties. Unilateral amendment by TenneT is unacceptable (especially because TenneT is co-author of the codes).	27-10-2015 09-11-2015	[Update] This has not been included. Note that TenneT may only unilaterally amend annexes 3, 4, 5 and 7 further to changes in European or Dutch legislation or the European Codes or the Codes or if the statutory duties as a TSO so require. Addition: it is noted that the articles regarding changes to the Code or European Codes or such provision applying by operation of law have been clarified. For the purpose of clarity TenneT will revise the annex in accordance with the relevant change in the Code or European Code.

132	CTA	14.1	Connection Ready	Is there a standard procedure for declaring the grid connection ready for use? For example a check list incl. test reports of acceptance tests? Can we as Connected Party attend the tests and get a copy of the test reports?	27-10-2015 09-11-2015	See article 4.1 for the process of delivery of the Connection. This has been further clarified during the 9 November meeting (see slides).
133	CTA	15.5	Conflict rules	Since the CTA only enters into force after the REA has been terminated the situation described in sub (d) will not occur. Moreover this provision is confusing since the two agreements may differ intentionally. We therefore propose to delete sub (d).	27-okt	Agreed, sub (d) has been deleted.
134	CTA	15.7	Amendments	If TenneT proposes an amendment to the CTA as a practical solution to follow up new legislation or changes in codes, this amendment should be always in line and not conflicting with the Network Code and the RfG.	27-okt	[Update] TenneT may only unilaterally amend annexes 3, 4, 5 and 7 further to changes in European or Dutch legislation or the European Codes or the Codes or if the statutory duties as a TSO so require. Any changes will comply to RfG and the Codes. Addition: it is noted that the articles regarding changes to the Code or European Codes or such provision applying by operation of law have been clarified. For the purpose of clarity TenneT will revise the annex in accordance with the relevant change in the Code or European Code.
135	CTA	Annex 1	overplanting	(page 2) In section "Transmission details" is specified that the overplanting shall be limited to 380MW. The position paper T11 described in chapter "6. Position of TenneT" that it will be allowed to transmit 10% above the rated power (350MW), which is 35MW extra.	27-okt	According to the Ministry of Economic Affairs (letter to Parliament and draft scenario); 380MW will be the maximum allowed capacity of which 350MW is guaranteed as transmission capacity. Therefore, these values are used in the model agreements.
136	CTA	Annex 2	Single Line Diagram	The SLDs provided as Annex 2 are not compliant with the discussions in the technical expert group in terms of: the OWP to own, operate and maintain 'own protection'. Please clarify; o one measurement point for each 66kV feeder for 'Power Plant Control' may imply that the OWP needs to sum up these measurements in the control system. This will increase costs and complexity and could be problematic for some suppliers. Please note that during the technical consultations TenneT mentioned that a summed up measurement could be provided, which is currently not reflected.	27-okt	The drawings have been updated.
137	CTA	Annex 2		(page 7) TenneT provides the draft version of the single line diagram for 66kV GIS in this chapter. It is requested to get the positions of the earthing switches, disconnectors and circuit breakers in the 66kV switchgear on TenneT platform.	27-okt	See the answer to the same question regarding the REA.
138	CTA	Annex 3	Shared services: bird/bat radar	We understand that a shared bird/bat radar will be established by RWS. The specific purpose and scope of such monitoring and its relation to the monitoring imposed on the wind permit holder is unclear. It follows from the draft Site Decision that the wind permit holder shall install a system that monitors actual bird migration and that this system shall be connected to the wind turbine control system in order to close down the wind turbines during periods of mass-bird migration (ref. requirement no 4.3, Borssele draft Site Decisions). Please clarify if the radar that shall be installed by RWS for monitoring of bird migration patterns will be a common solution for the wind permit holders to benefit from, and with an 'on line' access to the system; i.e. will this radar be suitable for park regulation? Alternatively – will space and access to the wind permit holder's specific radars be available at the substation?	27-okt	See shared services in annex 3 CTA. TenneT refers to Rijkswaterstaat for specifications. Space will be available at the offshore substation, though parties are encouraged to use the services offered by RWS as this contributes to reduction of LCOE.
139	CTA	Annex 3	Harmonic amplification	We understand that in case of transformer or cable outage, two OWPs may be connected to a single 66kV bus bar, in which case the emission planning level will be proportional to the rated power of each Connected Party. This situation has raises several questions on how such joint use will work in practice, which in our view have currently not been sufficiently addressed, including but not limited to: o who will be held responsible if unexpected amplification occurs and planning levels cannot be met? o who will be asked to switch-off wind turbines? Please elaborate on the procedure that will apply in such situation.	27-okt	As discussed during the consultation process, each individual OWF shall prove compliance with the requirements. Once compliance has been proved, no additional requirements will be imposed. There is no fully implemented process available at this stage. In general the harmonic distortion will be measured by means of power quality measurement. TenneT shall analyse the power quality on a regular basis (once every few months / once a year) and report on it as required in the Dutch Netcode. If this analysis shows that the distortion level is exceeded, TenneT will have the cause investigated. The concluded necessary measures to prevent future exceeding, shall, where reasonably possible, be implemented by TenneT. To minimize the described risk, the current harmonic distortion planning levels are already defined for the situation that both OWFs are connected to only one export cable.
140	CTA	Annex 3	Operation of bays	(page 11) "TenneT will standardise the operation of bays for the offshore Platform." 1) Please provide the draft version of the procedure for operation of bays. 2) It is recommended to include the following sentence: "TenneT will align with [Name of Connected Party] on details regarding the operation of the 66kV GIS on the platform.	27-okt	Arrangements will be made with the Connected Party during commissioning, comparable to arrangements being made regarding maintenance. Response time needs to be agreed upon as well. For information purposes: from other projects, experience shows a direct response within the minute.
141	CTA	Annex 3	Shared Services	(page 12) Within the technical meeting on 21.10.2015 was discussed to get the opportunity to install separate systems for data acquisition if requested. TenneT shall give the WPO the opportunity to install separate systems for data acquisition.	27-okt	See shared services in Annex 3 CTA.
142	CTA	Annex 3	Use of flexible transmission capacity, including curtailing principles	Within the technical meeting on 21.10.2015 was discussed that (page 12) TenneT will share the temperature profile of the 220kV export cables with the WPO. TenneT shall share the temperature profile of the 220kV export cables with the WPO. Furthermore TenneT shall share the power transformer temperature with the WPO.	27-okt	See Annex 3 CTA on Overplanting. TenneT has stated it will share temperature data of the 220kV export cable with Connected Party. TenneT has not stated it will share data on power transformer temperature and does not intend to do so.
143	CTA	Annex 3	Harmonic emission limits and transients study	(page 12) Within the technical meeting on 21.10.2015 was discussed that TenneT will provide space on the TenneT platform in case that harmonic filters required to reduce the harmonic emission. TenneT shall give the WPO the opportunity to install harmonic filters on the TenneT platform if necessary.	27-okt	It is the responsibility of the Connected Party to comply with harmonic emission limits and transients study. Studies regarding this compliancy will be discussed between TenneT and the Connected Party.
144	CTA	Annex 4	The required U-Q/Pmax-profile of a Power Park Module at the connection point by the voltage, p. 17, figure c	This figure still shows the reactive capability in the full voltage range +/- 10%, which would practically be impossible to comply with. With reference to our feedback given during the technical expert meetings, we are concerned that these voltage requirements are repeated in many documents and urgently request TenneT not to impose impossible requirements on the OWPs.	27-okt	See the answer to the same question regarding the REA annex.
145	CTA	Annexes	Overplanting	Same comments as corresponding annexes of REA.	27-okt	Noted, see responses to comments to REA annexes.
146	CTA	Annexes	Overplanting	Overplanting is not described as agreed in the Position paper. Please add procedure / deliverables / conditions for the WPO to overplant	27-okt	See Annex 3 CTA on Overplanting which has been substantially revised.
147	CTA	Annexes	Redundancy	Redundancy PP not reflected in annex	27-okt	See the new Single Line Diagram.

148	CTA	Annexes	Description: Primary Connection Point	Not really clear where this point exactly is. at cable sealing? Clarify with ADD: from PP Also for offshore substations TenneT will keep the same policy for customer connections of PPM. The CP between the offshore PPM and TenneT is specified at the cable termination of the inter array cables and the switchgear installation on the platform. This, standardized by IEC 60859, defines a clear interface which is also applicable for responsibilities regarding the realisation phase, as well as the maintenance phase	27-okt	See Annex 6, sub 3.2.2 to the CTA, where the correct IEC 62271-209 is mentioned.
149	CTA	Annexes	arrangements	Furthermore, the arrangement below are not yet made: PPMs shall make arrangements and agreements how to cooperate during the realization, normal operation, failure situation and maintenance. With respect to the normal operation phase, for offshore PPM customer connections the same procedure shall be applied as onshore: the switchgear shall be operated on request of the customer by the dispatch centre of the system operator. These points will be addressed to in the 'Customer Connection Agreements (ATO)'.	27-okt	Arrangements will be made with the Connected Party during commissioning, comparable to arrangements being made regarding maintenance. Response time needs to be agreed upon as well. For information purposes: from other projects, experience shows a direct response within the minute. See also annex 3 en 6.
150	CTA	Annexes	Metering	Also opportunity to install meters ourselves	27-okt	See Article 7 of CTA for requirement for CP's to jointly select one Acknowledged Metering Responsible Party for the measurement cabinet(s).
151	CTA	Annexes	Fibre optic cables	Amount of fibres 12 in cable 1 and 12 in cable 2 available for the wind farm owner. Location/facilities patch rooms? ADD text+table page 4 position paper scada scenario on required optical fibres in the export cable by a WPO: Equipment # of fibres patched through to export cable WTG SCADA 24 ICCP 8 DTS of array cables 4 CCTV / UMTS / Meteo by TenneT Spare 12 Total 48 The total of 48 fibres for both WPO will be evenly divided over the two export cables 24+	27-okt	Wording regarding the availability of fibres has been adjusted.
152	CTA	Annexes	patch panel	TenneT will install the patch panel in the room of the Connected Party. The patch panel placed in the Connected Party's room will be the Optical CP.' Secondary? optical? which connection point is this? Please describe above.	27-okt	This is the Secondary Connection Point, see annex 2.
153	CTA	Annexes	Optical Connection Point	It is not clear why and how there are 2 connection points to the connected party. please show how this works and what the implication of this is.	27-okt	There are in total four (4) fibre optic cable connection points (Optical CP) and not two (2) as in detail explained in Annex 2 in the section titled "Explanation of fibre optic cable connection points (Optical CP) as Secondary Connection Points ", including the necessary figures to support this explanation. For an explanation on how this works and the implications of this, reference is made to the above mentioned section in Annex 2.
154	CTA	Annexes	Definitions	Define what a splice box is. How many fibres, requirement for cable etc.	27-okt	A splice box is the housing in which the fiber optic cables from the 66kV cables (owned by CP, also defined as "strings") are connected to the fiber optic cables of the platform (owned by TenneT). The splice boxes will be located near the hang-off (exact location to be determined in the detailed design phase in mutual agreement). The maximum amount of fibres for each 66 kV cable is specified in chapter 8 of Annex 3 and is 24 fibres.
155	CTA	Annexes	Number of J-Tubes	T2. NUMBER JTUBES. 'The platform will accomodate up to 8 9eight) J-tubes for use by the Connected Party.' Remove 'up to' there will be 8 available. Coordinates J tubes? PP: 66Kv cable: estimated 160mm, inner jtube minimal 450mm. Change in agreement? six 66Kv bays. ADD: Bay power rating is determined by the wind farm owner. CLARIFY: ratings per bay, ratings per transformer winding. For the rest I assume that we can use the PP as background in case of unclarities	27-okt	See the annex for additions During the 9 November meeting, a table with both the position papers and the annexes was shown (see slides). Note that the annexes are guiding. Only if an annex is unclear, the position papers could be used to interpretate part of an annex. If you think important conclusions of any position paper are missing in an annex, please indicate which sentences should be included.
156	CTA	Annexes	Winches	We need more clarification on winches, installation possibilities etc etc.	27-okt	The exact location of winches is dependent of the detailed design of the Platform. More in general, see Annex 6, sub 3.2.1 to the CTA.
157	CTA	Annexes	Operation of bays - switchgear installation	Switching procedures/times/liabilities? Disconnecter responsibility wfo.	27-okt	Arrangements will be made with the Connected Party during commissioning, comparable to arrangements being made regarding maintenance. Response time needs to be agreed upon as well. For information purposes: from other projects, experience shows a direct response within the minute. Basically, TenneT excludes any liability, except in case of physical damage caused by a wrong switching activity of TenneT. In the case that a switching operation during maintenance leads to an unexpected outage of (a part of) the Connection, the financial consequences might trigger the mandatory compensation scheme. TenneT is owner and operator of the disconnecter. Before maintenance activities actually take place, the Connected Party will be invited to lock and the disconnecter, or TenneT and the Connected Party will lock it together. For these activities TenneT refers to applicability of NEN-EN 50110-2 (Operation of electrical installations), which refers to NEN 3840.
158	CTA	Annexes	Protection	Not complete, 'list implementation' on p 5 not included. Please define the specs of the protection	27-okt	Topic 'protection' in annex 3 has been adjusted.

159	CTA	Annexes		Define sufficient CT/VT connections.		27-okt	The principle of the amount of CT/VT connections is depicted in the single line diagrams of Annex 2. The following connections will be provided to the CP: - 1 CT for protection relay purposes - 2 CT's for the Acknowledged Metering Responsible Party's measurement system - 1 CT for wind farm power plant control - 1 VT connection for the above - 1 additional VT connection for the Acknowledged Metering Responsible Party's measurement system
160	CTA	Annexes	Compliance Testing	A position paper on this topic will be published on TenneT's consultation website prior to the technical consultation on 21 October 2015.' Position paper has not been finalised.		27-okt	Compliance activities are agreed upon in Annex 5 CTA which has been substantially revised.
161	CTA	Annexes	operational agreements	TenneT and (Name of Connected Party) will make operational agreements regarding response time of accompanying staff.' Can the agreements be made now?		27-okt	TenneT estimates the response time for TenneT to be 2 hours, but this is subject to further agreement with the Connected Party.
162	CTA	Annexes	switching	Part of the procedures will be the fault location for isolating the Connected Party strings is Connected Party's responsibility. TeneT will execute the incorporated switching activity upon notification by Connected Party' Liability of switching? PBr3 T3, p2, liabilities in connection agreement but are not described. Switching times procedure:		27-okt	TenneT understands that this concerns the case that a fault occurs in one of two strings of the Connected Party connected to the same bay, the bay is switched off and the wrong string is switched on. In order to mitigate the risk of a wrong switch in such a case, TenneT relies on the Connected Party before switching on again, because TenneT wouldn't determine in which string the fault has occurred. Except in case TenneT causes physical damage to the Installation of the Connected Party, TenneT is not liable for switching errors. Nevertheless, in such a case the compensation scheme could be triggered.
163	CTA	Annexes, 3.1	Access	What qualifications are needed for persons requesting access to the Platform?		27-okt	The starting point will be Offshore Safety Directive (2013/30/EU).
164	CTA	Annexes, 3.2		3.2 Control work' Respons time?		27-okt	TenneT presumes that this concerns switching activities and refers to the answers to Q 79 and 159.
165	CTA	Annexes, 3.3.	switching	3.3 Switching procedures' Not Completed? Response time? TenneT assumes responsibility for switching activities. Yet no liability is arranged for switching errors. Either the party responsible for switching should be liable for errors, or OWF should be offered the opportunity to perform switching tasks.		27-10-2015 09-11-2015	TenneT understands that this concerns the case that a fault occurs in one of two strings of the Connected Party connected to the same bay, the bay is switched off and the wrong string is switched on. In order to mitigate the risk of a wrong switch in such a case, TenneT relies on the Connected Party before switching on again, because TenneT wouldn't determine in which string the fault has occurred. Except in case TenneT causes physical damage to the Installation of the Connected Party, TenneT is not liable for switching errors. Nevertheless, in such a case the compensation scheme could be triggered.
166	GTC	General	Definitions Connection	Amendment should take into account actual 'connection' of Installation to the platform, currently unclear when compared to definitions for onshore aansluiting under the Act.		27-okt	The definition of 'Connection' has been clarified.
167	GTC	General	Definitions	Please add a definition for "Power Park Module" to the definitions. This seems to have been adopted from the RfG. It is however unclear if this means the whole Offshore Wind Park or only one string of turbines, or even each single turbine. Please clarify.		27-okt	A definition of Power Park Module has been included in the General Terms and Conditions. The Installation is an offshore PPM.
168	GTC	General	Definitions	Is the 'single connection point' in the PPM definition consistent with the definition in the REA and CTA?			Yes, the Installation of the Connected Party is one PPM.
169	GTC		1 Definitions	The part of the definition that reads "but not exceeding 380 MW" is incorrect. This should read: "provided that the total transmission capacity shall not exceed 380 MW".		27-okt	[Updated] The definition has been moved to the main body of the CTA for purposes of clarity and wording has been changed in the new draft.
170	GTC		1 metering device	The metering device is not specified in Annex 2 CTA and REA, only metering.		27-10-2015 09-11-2015	Measurement cabinet including measuring devices shall be procured and installed by CP in CP's room. Interface to CT's and VT's is at the interface cabinet which will be provided by TenneT in CP's room. See Article 7 of CTA for requirement for CP's to jointly select one Acknowledged Metering Responsible Party for the measurement cabinet(s). So, the design of the measuring cabinet is the responsibility of the CP including the determination of the number of required cabinets. The only requirement for the CP is that the design shall comply with the Metering Code.
171	GTC	2.1	Testing of the Connection	Pursuant to this article the Connection shall be tested at the expense of TenneT, unless the REA and/or CTA provide otherwise. The Agreements are currently not clear on which tests will be performed when: pursuant to article 5.1 REA the costs incurred by TenneT for compliance testing regarding the Connection, shall be reimbursed by the Connected Party. Article 5.1 REA, however, does not refer to commissioning testing, whereas article 8.2 CTA refers to both compliance and commissioning tests.		27-10-2015 09-11-2015	TenneT refers to the updated Annex 5 to the CTA regarding compliance testing. Article 5 REA does not include a reference to compliance tests.
172	GTC	2.2	defects	Please specify the time which TenneT needs to remedy the relevant defects and refer to the above mentioned Annex with maintenance and repair activities. Please specify also reaction time for start analyzing defect and start repair the defects.		27-10-2015 09-11-2015	How much time TenneT needs will depend on the scope of the relevant defect. This also applies to the reaction time and start repair.
173	GTC	2.4	Tariffs, fees, costs and payment	Please delete this article. If in the future the regulatory required fees will change, then a new CTA or a revision should be concluded. Or with an index and specification of the costs.		27-okt	This has not been changed in the new draft. Whether such fees will be introduced, depends on future legislation and/or ACM decision, not on TenneT. TenneT is obliged to comply with new legislation on tariffs and fees should it be introduced.

174	GTC		3	Exclusive rights/property rights	Please explain the difference between an exclusive right and property right. Property of the Connected Party should remain property and not become an exclusive right.	23-okt	The paragraph refers to exclusive rights and where possible to ownership rights. It is unclear if property rights can exist offshore, in the event the Dutch Civil Code does not apply at the Platform.
175	GTC	3.1		ownership	Who is owner of the Connection Point? The interfaces and references to ownership to be specified and agreed. (see also 3.2 and 3.3).	27-10-2015 09-11-2015	TenneT is the owner, as stated in the previous consultation document as well. See Annex 2 for where the respective connection points will be located.
176	GTC	3.2, 3.3		The Connected Party's exclusive rights regarding equipment	Pursuant to this article the Connected Party shall only have exclusive rights to the equipment installed in its allocated space on the platform. This should be broader to include all equipment that is installed on the platform by or on behalf of the Connected Party.	27-okt	The wording has been changed in Articles 3.2 and 3.3, to express that this regards equipment in the designated room or equipment at other parts of the Platform installed with TenneT's consent.
177	GTC	4.1.(ii)		works	TenneT shall always consult with the Connected Party if it intends to carry out works relating to the Connection. (e.g. delete the last part of the sentence from "if...") and should be approved by the Connected Party.	27-okt	TenneT shall only consult if execution of the intentions could affect the Connection. If not, this should not impact the Connected Party.
178	GTC	4.2		Costs	What will be done with the costs of cable crossings? 50/50? We suggest to make a separate procedure for cable crossings, and a proposal for cost sharing.	27-10-2015 09-11-2015	As mentioned in the GTC, the Parties shall consult in good faith and make arrangements, including on costs. This point has also been raised in connection with the Site Decision, this will not be dealt with in these agreements.
179	GTC	4.3			Only applies when there are no consequences for the Connected Party.	27-okt	This has not been changed in article 4.3. Note that it states 'insofar as reasonably within his powers' and that this article is reciprocal.
180	GTC	6.7		Costs	Please define "other costs".	23-okt	Costs to be made for collecting the amounts owed by the Connected Party, other than legal costs or lawyer's fees (e.g. bailiff or other out of pocket costs).
181	GTC	6.8		No set-off	Please make the prohibition to set off mutual.	27-10-2015 09-11-2015	This has not been changed, the article is in line with TenneT's onshore practice.
182	GTC		7	Financial security	Please remove this provision. Alternatively, please include a maximum amount of the requested security and add that credit support is only required if regular payments become payable to TenneT of more than [**] EUR per month. If the latter is not the case it would seem unreasonable to require the Connected Party to incur additional costs. The Connected Party should be free to choose the form of collateral (corporate guarantee or bank guarantee from a reputable bank or any other form of security reasonably acceptable to TenneT). Please reflect this in article 7 GTC.	27-10-2015 09-11-2015	This paragraph is in accordance with current onshore practice. TenneT added that the collateral must be proportionate to the amount owed by the Connected Party.
183	GTC		9	Insurance	We kindly request TenneT to include a requirement for both parties to take out CAR insurance. Please note that the insurance provisions will have to distinguish between insurance requirements that relate to construction risk and insurance requirements that relate to operational risk (which distinction does not entirely coincide with the distinction between the REA and CTA). Please find below our suggested wording. 9. Insurance 1. TenneT shall take out and maintain the following insurances at its own costs: a. in relation to the realisation works, including access of third parties assisting with the performance of the realisation, such as for inspection: (i) Construction All Risk (CAR) insurance (based on WindCAR or similar wording) with a loss limit of not less than the estimated maximum loss; and (ii) Third party liability (TPL) insurance with a limit of not less than EUR 25 million per occurrence; and b. in relation to the operation and maintenance and inspection of the Connection and the Platform (including works by the parties engaged by it to perform these activities): Third party liability (TPL) insurance with a limit of not less than EUR 25 million per occurrence, which insurances are appended to this General Terms and Conditions as Annex [**]. 2. The Connected Party shall take out and maintain the following insurances at its own costs: a. in relation to the connection of cables to the Platform or the Connection: (i) Construction All Risks (CAR) insurance (based on WindCAR or similar wording) with a loss limit of not less than the estimated maximum loss; and (ii) Third party liability (TPL) insurance with a limit of not less than EUR 25 million per occurrence; and b. in relation to the operation and maintenance and inspection in relation to the Installation (including works by the parties engaged by it): Third party liability (TPL) insurance with a limit of not less than EUR 25 million per occurrence. 3 TenneT's insurance policies referred to in Article 9.1 shall include a waiver of subrogation in favour of the Connected Party. The Connected Party's insurance policies referred to in Article 9.2 shall include a waiver of subrogation in favour of TenneT.	27-okt	There will be no CAR insurance required, as discussed during the 9 November meeting (see also slides of this meeting). The insurance clause in the REA and CTA have been changed.
184	GTC		9	Insurance	CAR insurance should be included here as well for both parties. The coverage level of the liability insurance should be better defined in relation to the risks. The maximum coverage should be determined and amounts should be filled in. Further the period during which the insurance is valid should be defined.	27-okt	There will be no CAR insurance and there will be no insurance article in the GTC. If you have input on numbers for maximum coverage of insurances (in the REA and CTA), please provide us with your input. Article 11.4 (CAR insurance) has been deleted, as discussed during the 9 November meeting (see also slides of this meeting).
185	GTC		11	Liability	As indicated above in relation to article 3.2 REA and discussed during the last consultation sessions, in addition to the 'realisation of the Connection' there are intermediate milestones with potentially (high) claims from the Connected Party's contractors in case of a delay of TenneT. This is especially relevant for the inter-array cable pull in and the EON. Article 11 GTC should reflect that these crucial milestones are also binding and entitle the OWP to receive damages in case of a delay by TenneT, provided that the OWP can reasonably substantiate that it would have been ready for the inter-array cable pull in or for EON by the scheduled date and that it incurs damages as a result of the delay of TenneT. The maximum liability per incident as set out in article 11.3 GTC should be EUR 25 million. Please clarify article 11.8. Should this article not also refer to the parties that hold exclusive rights in relation to the assets referred to in this article? During the technical and legal expert meeting on 9 November TenneT informed us that damages caused by non performance of its obligations under this agreement are not excluded from liability. TenneT indicated that it will rephrase article 11 to make this clear. In addition we note in this respect that TenneT indicated during this meeting that it is willing to discuss and agree on binding milestones, including related liability, in the bilateral agreement to be concluded between TenneT and the winner of the tender. Repeated: The maximum liability per incident as set out in article 11.3 GTC should be EUR 25 million (see in this respect also our input on the insurance cover) . Repeated: Please clarify article 11.8. Should this article not also refer to the parties that hold exclusive rights in relation to the assets referred to in this article?	27-10-2015 09-11-2015	[Updated] Once the joint planning has been established between the Connected Party and TenneT, the parties may agree upon binding milestones, including liability or other consequences (works both ways). Thank you for the input on the number for maximum liability, TenneT refers to the agreements. Article 11.8 has been changed.
186	GTC	(deleted) 13		Force majeure	Please include explicit reference to applicability of FM under the Dutch Civil Code and framework governing potential termination and grace periods for dealing with such FM event before any such event triggers termination.	27-okt	The originally proposed termination ground regarding force majeure has been deleted further to feedback received. Otherwise, the agreements to not deviate from force majeure according to the Dutch Civil Code, so no specific provision on this topic is required.
187	GTC	(deleted) 13		Force majeure	Is taken out, why?	27-okt	The originally proposed termination ground regarding force majeure has been deleted further to feedback received. Otherwise, the agreements to not deviate from force majeure according to the Dutch Civil Code, so no specific provision on this topic is required.

188	GTC	11 (previous version)	Suspension	Please clarify why the provision on suspension has been deleted in the latest draft of the GTC. This does not change the fact that parties can invoke suspension under the DCC. In our view suspension rights should not apply in relation to TenneT's obligation to pay compensation to the OWP pursuant to the STROOM Act. Suspension rights are now excluded for financial obligations. In our view suspension rights should also not apply in relation to TenneT's obligation to pay compensation to the OWP pursuant to the STROOM Act.	27-10-2015 09-11-2015	An article on suspension has been included again. This entails that there will be no suspension for financial obligations. Compensation falls outside the scope of the agreement, so suspension of any compensation payments does not apply.
189	GTC	11.4	Liability and compensation	Remove: and which is covered by TenneT's Construction All Risk (CAR) insurance policy. If the connecting party suffers damage as a result of a breach which is covered by the CAR insurance, the CP will usually be co-insured under the policy. Also, an event being covered under the CAR insurance would usually mean it is not at the same time be recovered from third parties. Therefore the tekst above renders the clause ineffective and should be deleted.	27-okt	Article 11.4 has been deleted, as discussed during the 9 November meeting (see also slides of this meeting).
190	GTC	14.10	Termination	Please specify cables and other	27-okt	This relates to all types of cables and equipment which has been installed by or on behalf of the Connected Party.
191	GTC	14.2	Termination	In the event of a transfer of TenneT's legal tasks in relation to the offshore grid (as set out in 14.2(a) GTC) the Agreements may only be terminated with immediate effect upon the transfer of TenneT's contractual position to the new grid operator. The mere intention of TenneT to do so is not sufficient to allow for termination of the Agreements since this would create a vacuum. We understand that TenneT wants to avoid that the OWP is abandoned and the offshore grid becomes a stranded asset. However, the current wording, and in particular the reference to a period of two months in which the Connected party has ceased to feed-in electricity, is too broad and the aforementioned period is too short. As a consequence, also situations in which the WP is out of operation due to technical problems will currently fall under the scope of this clause. In our view TenneT does not need this additional termination possibility since it is already allowed to terminate the agreements when the wind permit is withdrawn or has lapsed. In this respect it should be noted that the Offshore Wind Act stipulates that the Minister can withdraw the wind permit in the event that the activities for which the permit has been granted are no longer performed (article 17 sub 1 (b)). We therefore kindly request TenneT to delete this additional condition.	27-10-2015 09-11-2015	Article 14.2 has not been changed with respect to 2.a, because TenneT cannot comply to the agreements once its assignment ceases. Wording in article 14.2(b) has been changed, stating that it should be a period of at least six months. There is also an exception when the ceasing of feeding in electricity is due to technical problems of the Installation which are not likely to be remedied within a reasonable period of time.
192	GTC	14.2(b)	Termination	From when is such 'feed-in' measured? Please align with new completion and testing and commissioning regime. The 'period of two months' should be extended to at least 120 days and made dependent on the specific situation causing such failure to feed-in, to avoid termination in case of (technical) failure that can be resolved within reasonable timeframe. This clause should be further made subject to the Direct Agreement clause under both REA and CTA.	27-10-2015 09-11-2015	Feed-in electricity is measured as of the moment of feeding into the offshore transmission system (i/e. not testing). This Article in the GTC is (already) subject to article 9 REA and article 12 CTA.
193	GTC	14.3	Termination	Other party will be informed.	27-10-2015 09-11-2015	The Connected Party will be informed, but will not be send a further notice of default.
194	GTC	14.3	Termination	We still find these grounds for termination too broad. The payment obligations under these agreements will be so minimal that non-payment should never be a reason for termination. If this is a financial issue to TenneT, a threshold should be built in: termination should only be possible if an amount over € mln. is outstanding.	27-10-2015 09-11-2015	This paragraph is in accordance with current onshore practice. Termination for non-compliance with financial obligations would only come into play if this would be reasonable and proportionate related to the amounts owed and the period for which they are outstanding.
195	GTC	14.2 b	Termination	When temporary for any reason, etc.? This appears too general in case of specific problems, further definition (limitation of reasons for termination) seems desirable.	27-10-2015 09-11-2015	Wording in article 14.2(b) has been changed, stating that it should be a period of at least six months. There is also an exception when the ceasing of feeding in electricity is due to technical problems of the Installation which can be remedied within a reasonable period of time.
196	GTC	15 b	Loss BRP	Period of two Business days is not reasonable. To be agreed upon by both parties. period of two Business days is not reasonable. Is it practically achievable (and realistic) to have a new BRP within 2 days for 350 or 700 MW power? To be agreed upon by both parties.	27-10-2015 09-11-2015	This paragraph is in accordance with current onshore regulation as stipulated in the system code (Systeemcode) chapter 3.1. This also applies to installation onshore with a large capacity.
197	GTC	15 c	Loss BRP	Within and for what period? To be agreed upon even so by both parties.	27-10-2015 09-11-2015	This applies during the period in which the Connected Party no longer has a BRP appointed.
198	GTC	15.2	Loss BRP	Please explain why the Connected Party shall owe TenneT an amount equal to 10% of the Imbalances Price.	23-okt	This supplementary charge is copied from the onshore GTC and has been included because this will give the Connected Party an incentive to make sure the Connected Party will appoint a new BRP ASAP.
199	GTC	16.2	Amendments	"TenneT may amend the General Terms and Conditions unilaterally" – please limit the scope to the GT&C for as far as they do not materially change the CTA and REA	27-10-2015 09-11-2015	This has not been changed. This provision is in line with the onshore practice. Note that there is a consultation process applicable. In addition, it is noted that the REA and CTA prevail in case of conflict with the GTC.
200	GTC	17.2	Dutch version	Please note that we have not been given the opportunity to comment the Dutch versions.	23-okt	[Updated] Noted. The Dutch versions have been published, with the opportunity to comment.
201	Annexes	Annexes	Reference to position paper	If TenneT is not willing to include the total content of the position papers in the Annexes, there should be at least a possibility to refer to the position papers, because they have got a certain status as the results of the Expert Meetings, and they have been notified by all parties. In this way it can be prevented that the contents of the position papers get lost for later generations, so that they can be consulted if later on discussions arise about the backgrounds of certain decisions or positions.	27-10-2015 09-11-2015	This has not been added. During the 9 November meeting, a table with both the position papers and the annexes was shown (see slides). Note that the annexes are guiding. Only if an annex is unclear, the position papers could be used to interpretate part of an annex. If you think important conclusions of any position paper are missing in an annex, please indicate which sentences should be included.
202	Annexes	Annexes	Plot plans	Plot plans of the platform are still missing. They should be added in the Annexes. Plot plans of the platform in which the WPO room and the boundaries between TenneT and WPO are clearly indicated, as well as the parts of the platform which are accessible for all parties. House and operation rules on the platform.	27-10-2015 09-11-2015	An example will be added prior to opening of the first subsidy tender for information purposes only. The final plot plans are to be added to the annexes before signing the agreements.
203	Annexes	Annexes	Amendments	Please indicate clearly which Annexes can be amended unilaterally by TenneT, and which Annexes can be amended by both parties. REA 10.2 why is only TenneT allowed to propose amendments to Annex 3-5 ? This should be possible for both parties. Unilateral amendment by TenneT is unacceptable (especially because TenneT is co-author of the codes).	27-10-2015 09-11-2015	[Update] See article 10 REA and 13 CTA. Addition: it is noted that the articles regarding changes to the Code or European Codes or such provision applying by operation of law have been clarified. For the purpose of clarity TenneT will revise the annex in accordance with the relevant change in the Code or European Code.
204	Annexes	Annexes	Naming etc.	Naming, numbering and references to annexes to be cross-checked. For example tariffs annex 7/8? Please make sure that the annexes to ATO and REA are identical documents (or: is one document)	27-okt	Noted. The annexes to the REA and CTA are almost identical.

205	REA	3.2		Text suggestion for Article 3.2, first sentence: "TenneT will do its best effort to realise the Connection (as referred to in Article 4.1) and the Offshore Transmission System on [e.g. 1 April 2019], but the Connection and the Offshore Transmission System will be realised no later than the date set in the Scenario."	9-nov	TenneT has no intention to deviate from the planning as been circulated (for information purposes) earlier. However, as discussed earlier, TenneT is not legally committing to any other dates than the Scenario date. The entire Offshore Transmission System will not be completed in 2019, because also (cables to) other platforms are to be built in the future.
206	Annex	Annex	Harmonic	Network model and root locus table to make harmonic calculations.	9-nov	The memo Harmonic Model will be published separately as Information leaflet, expected in January 2016. This will allow the bidders to prepare their calculations.
207	REA	3.10		<ul style="list-style-type: none"> • 3.10 what are the conditions for the written permission by TenneT and what is the time frame for to get the written permission after the request for permission? • 3.10 Is the written permission also applicable for the O&M during the operation period of the Installation (Wind farm)? • 3.10 what will be the process when changes in the planned connection will occur after the notify period of 4 weeks before planned activities/ connection? • 3.10: in view of these questions: would it not be better to plan these activities and connections in the regular planning meetings instead of following such formal procedures as described in this article, with a lot of discussions about the permitted time periods for request and notification ? 	9-nov	<p>The permission is required to make sure the works can take place at that moment. The planning will be discussed in the project working group with TenneT, the Connected Party and the other party who will be granted a connection at the Platform.</p> <p>Yes, the written permission is also applicable for the O&M during the operation period of the Installation. This will also be discussed in the project working group with TenneT, the Connected Party and the other party who will be granted a connection at the Platform.</p> <p>The process in case of changes after the notify period is to be discussed in the project working group with TenneT, the Connected Party and the other party who will be granted a connection at the Platform. Notifying in time is important because of tuning the works.</p> <p>There will indeed be project working group and regular project meetings. However, for connecting the 66 kV cables and work outside of the designated room, this procedure applies.</p>
208	REA	6.1 (a)		<ul style="list-style-type: none"> • Article 6.1(a): we would like to be informed when the permits of the Offshore Transmission System are expected. 	9-nov	This will indeed be included in the planning, see article 6.1 under a REA which mentions the dates on which TenneT or its subcontractors has (have) obtained the permits to realise the Connection, as information to be shared. Information on the planning (and progress) can be found on the Borssele website (www.netopzee.eu).
209	GTC		1 Definitions	EON, ION and FON in Definition list, REA 6.1 (k-m).	9-nov	These definitions have been included.
210	REA	6.9		<ul style="list-style-type: none"> • 6.9 according annex 5. Annex 5 is technical information. Can we receive the requirements, processes, etc. for access to the Platform or be informed whether this is appropriate or required? 	9-nov	TenneT refers to (updated) annex 5 CTA. Other operational issues will be dealt with in the project working group (6.4 REA).
211	REA		11	the REA will also end if the winning party in the tender will be faced with an amended permit (as a result of an appeal) and therefore asked for an annulment of the subsidy (and permit).	9-nov	The REA can be terminated by both parties if the Wind Farm Permit is withdrawn or has lapsed.
212	REA	12.5		It seems strange that individual contracts supersede the General terms and Conditions.	9-nov	This is common under Dutch law. GTC are applicable to all contracts to which the GTC apply, which means that individual deviations (if applicable) can only be made in the individual agreements.
213	CTA	3.3; 3.4		[...] TenneT shall [...] keep the Installation connected to the Offshore Transmission System and the Onshore Transmission System and [...]. The same applies to Article 3.4;	9-nov	The Installation is connected to the Offshore Transmission System (via the Platform), not directly to the Onshore Transmission System.
214	CTA	14.2		why the CTA has an indefinite term as the wind permit is only 30 years? (see GTC Art 14.2.b where it is a reason to terminate).	9-nov	The CTA has an indefinite term, because at this point in time, it is unknown if the permit might be extended. Note that article 14 GTC (termination and cancellation) gives parties the possibility to terminate the CTA, including the possibility to terminate if the Wind Farm Permit has been withdrawn or lapsed.
215	GTC		1 Definitions	<p>Please add PPM or Offshore PPM to the definitions.</p> <p>Please add EON, ION and FON to the definitions.</p>	9-nov	These definitions have been included.
216	GTC		10 Suspension	suspension, was this discussed/agreed and why does it overrule the Dutch Civil Code?	9-nov	This topic has been discussed during several legal expert meetings. This provision entails that there will be no suspension for financial obligations. This wording has been included at the request of OWFs, because of their concern that a suspension under the DCC could also be for financial obligations.

217	REA	3, 4, 11.2	Realisation of the Connection	<p>We welcome the changes and improvements that TenneT has made with regard to the milestones for the realisation of the Connection, which now also includes the RfG milestones (i.e. EON, ION and FON). We further welcome TenneT's proposal to agree on binding milestones including liability or any other consequences in the bilateral agreement to be concluded between TenneT and the winner of the tender.</p> <p>We still have the following concerns with regard to the independent expert assessment for the determination and confirmation of when the "realisation" of the Connection is held to be completed:</p> <ul style="list-style-type: none"> - An expert can only confirm the "realisation" making a number of reservations. This is because some of the tests, such as the full load test, can only be performed well after the "realisation" of the Connection. The items that can be confirmed "realised" (ready) at the time of the expert assessment and the items that have to be assessed at a later date should be defined. The expert will subsequently issue a declaration confirming that the realisation of the connection has been completed "subject to items A, B and C". - This is relevant because of the link with the compensation mechanism under the STROOM Act. For example, in the event that following the full load test of the Connection, 1.5 years after the "realisation" notification from the expert, one of the items A, B or C turns out not to be "realised" (not ready) and subsequently the Connection should – in hindsight – not have been declared "realised" 1.5 years earlier, the Connected Party should be able to claim compensation if this situation limits its export capacity below 350 MW. Also consequential repair works due to this situation should be compensated. - It is unclear whether such compensation qualifies as a "delay" or an "outage" for compensation under the STROOM Act. During the technical and legal expert meeting on 9 November we were informed that this would qualify as "delay". However, considering the nature of the delay compensation we do not think this is so clear once the subsidy period has already started. - The situation where the "realisation" of the Connection pursuant to the notification of the expert is later being recalled is currently not covered in the compensation scheme. We urge TenneT to inform the Ministry of Economic Affairs hereof and to provide comfort hereon before the start of the tender. - Another point of attention in this respect is the limitation of the claim period to one year after "occurrence of the alleged breach" in accordance with article 11.6 of the GTC. This should not read the "occurrence" of the alleged breach, but the "knowledge" of the alleged breach. This because when the realisation of the Connection is recalled, the breach may be deemed to have occurred at the moment of completion of the realisation of the Connection following the expert notice, but parties may only become aware of the existence of the breach following tests that are performed at a much later time (e.g. the full load test may take place 1.5 years later). - During the technical and legal expert meeting on 9 November it was further explained by TenneT that the Connected Party as well as the Ministry of Economic Affairs will be consulted during the expert assessment. Please include wording in the relevant article 4.1 of the REA that the Connected Party will be consulted during the expert assessment. In addition, as indicated above, it should be clear which items can be confirmed "realised" (ready) at the time of the expert assessment and which items have to be assessed at a later date. - And finally, the REA provides that the delivery as assessed by the expert will be based on the Scenario, this should in our view also include the specifications and conditions agreed in the REA. 	<p>9-nov TenneT refers to RVO and EA for questions regarding the compensation scheme.</p> <p>TenneT also refers to the meeting of 9 November. There, the question has been asked if the independent part will also test later (after the REA phase), because some things may only be tested with full power. Also has been asked what will happen in case the platform was agreed upon to be ready but at full power doesn't seem to comply? TenneT answered that to its knowledge the compensation then still kicks in – this has to be confirmed with EZ who is responsible for the compensation scheme. According to TenneT this should be a 'delay' compensation. This should be confirmed by the ministry.</p> <p>TenneT will inform the Ministry of bullet 4.</p> <p>In response to bullet 5: the wording has been changed, taken into account this feedback. Intended is the moment as of which the Party could have had reasonably known that there was an alleged breach (<i>vanaf het moment dat de partij hier redelijkerwijs kennis van had kunnen hebben</i>).</p> <p>The consultation of the delivery are not included in the REA. This is an element in which also the Ministry is involved (the Ministry is not a party to the REA).</p> <p>The delivery in terms of the REA has been aligned with the Scenario. TenneT appreciates that the agreements contain more specifications and conditions than the Scenario. That is why Article 4.3 has been included.</p>
218	CTA	3.5, Annex 3	Feed-in Transmission Capacity and extra feed-in capacity (Overplanting)	<p>We welcome the more detailed and accurate description of the circumstances under which TenneT can apply curtailment. In order to get more confidence on the probability of these circumstances taking place, we would require receiving as many technical specifications as possible before the start of the tender. This includes inter alia all available information on cable specifications and design criteria's, soil data (TR) and wind data and the onshore landing point to provide the OWPs as much comfort and guidance as possible with respect to the (expected) availability of additional capacity in order to help them to optimise their projects. In order for the OWP to assess the curtailment risk such data need to be published early January 2016 at the latest.</p> <p>In addition, we have not seen the outcome of the discussions and the feedback that was provided in relation to how curtailment is shared between two OWPs in case of an export cable failure.</p>	<p>9-nov The provision regarding overplanting has been changed, after receiving feedback on this provision. In addition, further information has been given during the meeting on 9 November (see slides). Annex 3 CTA has been adjusted and contains the curtailment procedure.</p> <p>In case of an export cable failure, capacity will be shared by the Connected Party and the other party with a connection on the Platform, TenneT refers to the Scenario. The draft Scenario states: "naar rato van het vergunde nominale vermogen per kavel".</p>
219	REA	5	Costs	<p>We have not yet been provided with sufficient clarity on the additional costs that TenneT may charge the Connected Party, which costs have to be taken into account in the bid.</p> <p>During the last consultation session on 9 November we were informed that TenneT will charge the following costs:</p> <p>"ex ante by ACM established tariffs, fees and costs (fees) that are based on an ex ante ACM approved methodology or may be reviewed by ACM ex post, or for shared/additional services which the OWP decides to take from TenneT".</p> <p>We moreover understand that there is no initial and periodical connection tariff and no transmission tariff for feed-in of electricity.</p> <p>As indicated in our previous consultation input, a clear, detailed and predictable cost allocation mechanism is essential to allow parties to price the costs that they will have to reimburse TenneT in their bids. In our view the information quoted above will not be sufficient for this purpose. We therefore kindly request TenneT to publish an exhaustive overview of tests and other activities –both during construction and operation – with indicative costs (link and/or tariff sheets of the different components) that will need to be reimbursed by the OWP. This overview does not need to be part of the agreements, but would be provided for information purposes only. Please note that such overview would also be beneficial to international developers who are less accustomed to the Dutch (grid) tariff regime.</p> <p>It is our understanding that the costs quoted above consist of the below CAPEX and OPEX. Please confirm that our understanding is correct and that this list is complete. We have indicated (in bold) which of the below costs items require further information to make a cost assessment.</p> <p>CAPEX:</p> <ul style="list-style-type: none"> - Costs for compliancy (including compliance costs incurred by TenneT); <p>TenneT has indicated that the costs for compliance testing onshore amount to approximately EUR 60,000, which should be multiplied with a factor to estimate the costs offshore. TenneT furthermore indicated that it is up to the developer to estimate such costs. In order to do so we would however need further clarity on the envisaged tests by TenneT. Please provide us with further information on such tests;</p> <ul style="list-style-type: none"> - Additional appliances on the platform: wind speed & direction, temperature & humidity, visibility, pressure, rain gauge, lidar; <p>We understand that these appliances will be installed and managed on behalf of or by RWS and the costs will be shared between the developers connecting to the relevant platform. TenneT has indicated that it is up to the developers to estimate those costs (or contact to RWS);</p> <ul style="list-style-type: none"> - It is unclear whether the bird radar is also part of the above list. Please inform us whether the bird radar will be installed and managed by RWS, or alternatively whether space at the substation will be provided for the OWF's to install own radar. <p>OPEX:</p> <ul style="list-style-type: none"> - Fees for auxiliary services performed by TenneT upon request of the Connected Part; <p>Please provide a tariff sheet (or link) setting out such costs for 2015 in order for us to make an estimate of these costs over the lifetime of the wind farm.</p> <ul style="list-style-type: none"> - Transmission tariff for consumption; <p>We were informed during the last meeting that the transmission tariff for consumption is expected to be established in 2018 and will be in the Extra High Voltage category, which will enable parties to make an estimate on the basis of the 2015 Extra High Voltage category (EHS).</p> <ul style="list-style-type: none"> - There may be additional rental costs for the room on the TenneT platform. The costs are currently unclear. Please provide an indication of the costs. 	<p>9-nov TenneT refers to the report and slides of the meeting of 9 November 2015, during which meeting TenneT has given indications of the cost categories and the numbers for compliance testing onshore. TenneT does not know the costs offshore yet, but has provided information in order to make it possible for the OWF's to estimate the costs offshore.</p> <p>It is correct that no initial and periodical connection tariff and no transmission tariff for feed-in of electricity for the recovery of costs of capital is foreseen now.</p> <p>TenneT has also indicated that at this stage it is not possible to give a educated estimate of the operational costs that are concerned with maintenance activities. Note that is possible that all operational costs, except costs for compliance testing, for mobilisation and for accompanying the Connected Party to the Platform (other than to the designated room for the Connected Party), will be converted into a regulated tariff.</p> <p>Note that is up to the Ministry and ACM to decide otherwise in the future. If any tariff is to be introduced, this has to be paid by the Connected Party.</p>
220	REA	7	Insurance	<p>We kindly request TenneT to reconsider the deletion of CAR-insurance. An important benefit of, and reason to take out CAR insurance, is to limit delays in the project as a result of financial hardship that is caused by damage to the project under construction. Since it is in the interest of both parties to avoid any such delays we feel that the agreements should include a requirement for both parties to take out CAR insurance (with a waiver of subrogation).</p>	<p>9-nov There will be no CAR insurance required. This has been discussed during the 9 November meeting, TenneT also refers to the slides and report of this meeting.</p>

221	REA	7.1, 7.2	Insurance	<p>We propose the articles 7.1 and 7.2 to be amended as follows.</p> <p>7.1: TenneT shall take out and maintain the following insurances at its own costs:</p> <ol style="list-style-type: none"> Construction All Risk (CAR) insurance (based on WindCAR or similar wording) with a loss limit of not less than the estimated maximum loss; and Third party liability (TPL) insurance with a limit of not less than EUR 25 million per occurrence. <p>in relation to the realisation works, including access of third parties assisting with the performance of the realisation, such as for inspection. TenneT's insurance policies shall include a waiver of subrogation in favour of the Connected Party.</p> <p>7.2: The Connected Party shall take out and maintain the following insurances at its own costs:</p> <ol style="list-style-type: none"> Construction All Risks (CAR) insurance (based on WindCAR or similar wording) with a loss limit of not less than the estimated maximum loss; and Third party liability (TPL) insurance with a limit of not less than EUR 25 million per occurrence. <p>in relation to the connection of cables to the Platform or the Connection. The Connected Party's insurance policies shall include a waiver of subrogation in favour of TenneT.</p>	9-nov	<p>There will be no CAR insurance required. This has been discussed during the 9 November meeting, TenneT also refers to the slides and report of this meeting.</p> <p>Since there will be no obligation to have a CAR-insurance, and the Connected Party will not be co-insured under such TenneT CAR-insurance, a waiver of subrogation does not makes sense.</p> <p>A minimum coverage for the Third Party Liability insurance has been included for both parties.</p>
222	REA and CTA	7.3 resp 10.3	Insurance	<p>Please delete last sentence with the following (new wording in Italic): "...persons working on its behalf, and with a cover according to applicable law."</p>	9-nov	<p>TenneT has rephrased this article, to indeed make clear that only to the extent required under the applicable law, these obligations exist.</p>
223	REA and CTA	7.4 resp 10.4	Insurance	<p>Instead of a minimum limit expressed in USD we suggest a minimum cover of not less that London Institute Hull clauses. The coverage shall include additional perils and war risks. Where vessels engage in towing operations, the Insurance must include full Tower's Liability.</p>	9-nov	<p>The current article 7.4 REA and 10.4 CTA are in line with standard local practice. That is what has been included in the agreements. There is no need to included additional perils or war risk. TenneT has included a minimum cover of USD 50 mio.</p> <p>No full Tower's Liability has been included, since this is irrelevant in this context.</p>
224	CTA	10.1	Insurance	<p>We suggest the following amendment (new wording in Italic): "TenneT shall have a third party liability insurance including contractual liability at its own cost that...". We suggest including a minimum cover for TenneT's TPL of EUR 25 million.</p>	9-nov	<p>TenneT has included a (minimum) insured sum of EUR 25 mio, for Third Party Liability, with an annual aggregate of EUR 50 mio. This coverage refers only to the third party liability, not to contractual liability.</p>
225	CTA	Annex 3	Impedance earthed grid with • three phase short circuit current: 25 kA	<p>p10 Three phase SC limit in WTG are expected lower than 25kA. Current standard for 33kV is 25kA and manufacturers are definitely expecting lower levels at 66kV since voltage in double, say 16-20kA. Has TenneT verified with WTG suppliers that this is possible?</p> <p>In response to the information given by TenneT at the 09-Nov-15 meeting. We don't understand why the fault contribution from the grid side is so high. We recommend to optimise the transformer impedance to accommodate a lower fault level and still maintain the reactive power balance.</p>	9-nov	<p>TenneT has verified with WTG suppliers, see DNV GL report on 66kV. Wording of this article has been adjusted. Fault contribution has been discussed and the transformer design has been optimised.</p>
226	CTA	Annex 3	Impedance earthed grid with • single phase short circuit current: 10-15 kA (max. 0,6 s)	<p>Single phase SC level for an impedance earthed system are expected considerably lower, normally 1-2kA, which is standard for MV systems.</p> <p>We acknowledge at a high earth fault factor add to the requirements of the 66kV switchgear. However, 66kV distribution systems with cables, with Peterson coil for neutral earthing exists. So it must be manageable.</p> <p>We would like to stress that the high level 10-15kA will impact the cable design, as screen/armouring needs to be specially designed. This will result in higher costs.</p>	9-nov	<p>Wording has been adjusted; lower than 8kA is not possible due to recovery voltage of the 66kV GIS equipment.</p>
227	CTA	Annex 3	Protection	<p>"TenneT ...allows for additional protection relays of the Connected Party, if desired. In such a case TenneT facilitates 2 slots for 19" racks</p> <p>According to Annex 6, p.35, TenneT is responsible for the protection.</p> <p>Please confirm that OWP is responsible for supply, operation and maintenance of any additional protection – if this is TenneT's position. We've had changing information about this.</p>	9-nov	<p>Wording has been adjusted.</p>
228	CTA	Annex 4	Reactive power capability Figure c:	<p>The required U-Q/Pmax-profile of an Offshore PPM at the Connection Point by the voltage</p> <p>We refer to previous technical feedback on this topic that +/- 10% voltage range cannot be complied with in all cases. This is duly reported in Reactive power compensation feedback report V3 (p7) where it is said 'Everything mentioned is already recognized by TenneT and is being investigated with further grid calculations.'</p> <p>TenneT's suggestion at the 09-Nov-15 meeting to move the voltage requirement to the WTG terminals, will help, however limitations in converters still exist. We refer to our previous technical feedback, which stays.</p> <p>We appreciate that TenneT does not intend to change the RfG generally. However, we believe that it is generally agreed that this requirement makes little sense. We therefore ask TenneT to agree that a derogation will be granted if the OWP demonstrates that the WTGs cannot comply.</p>	9-nov	<p>Requirements will be maintained.</p>
229	CTA	Annex 4	Harmonic emission limits	<p>"1.a. TenneT specifies the maximum contribution of individual harmonic voltages to the THD of <u>each 66 kV cable</u> with turbines"</p> <p>We appreciate that TenneT has taken some of the feedback into account and tries to find a workable way of ensuring overall compliance with the planning levels. Please note that it does not make sense to specify limits per string. This should be per busbar / transformer winding. TenneT should provide root loci envelope at this level. Can TenneT guarantee that such loci envelopes will take neighboring OWPs into account?</p>	9-nov	<p>The comment has been taken into account. The wording has been adjusted in such a way that the summation of harmonic emissions per section is accepted.</p> <p>TenneT prepares the calculation of the root loci of the grid, seen from the 66 kV busbar. The 66 kV grid (inter array cabling and turbine transformers) will be taken into account although based on best estimates.</p>
230	CTA	Annex 4	Harmonic emission limits	<p>"1.c. An independent third party, to be assigned by TenneT, will perform an overall harmonic study "</p> <p>It is a potential risk for the OWP not being able to study harmonic distortion and high frequency control stability, but having to rely on a third party study, which is stated to form part of the compliance verification process, i.e. too late for design changes. If this will be done earlier, please state so in the Annex.</p>	9-nov	<p>The wording has been adjusted; sentence on compliance verification process has been deleted.</p>
231	CTA	Annex 4	Harmonic emission limits	<p>'The design criteria for the Connected Party and the other Offshore PPM shall be based on the compliancy and planning levels of the THD at the 66 kV busbar'</p> <p>This is contradicting above requirement in 1.a. This should also apply to individual harmonics.</p>	9-nov	<p>Background of this statement is that at the Platform certain power quality can occur, due to influences of the offshore transmission system, other offshore PPMs, etc.</p>

232	CTA	Annex 5	Auxiliaries	<p>`EON issued by TenneT is needed before energizing the Connection, the windfarm grid and the windfarm auxiliaries`</p> <p>Please confirm that this refers to 'auxiliaries for the Power Generating Modules' as per the Network Code, and that this isn't applicable to OWF services at the platform, which need aux. power early for commissioning.</p>	9-nov	Auxiliary power is available before EON. Planning will be aligned with the Connected Party.
233	CTA	Annex 5	Compliance testing	<p>Why the 60MW limit for ION1?</p> <p>What is the purpose of two IONs, when there are no specified preconditions for TenneT issuing ION2?</p> <p>Is this purely at TenneT's discretion?</p>	9-nov	During the construction phase, windfarms must perform a physical test with as much windturbines in operation as possible, in order to show that the voltage controller is functioning in a proper way. However, above 60 MW the amount of power is significant for the transmission grid. Therefore it is necessary that with reaching this capacity the grid is functionality tested. This test shall be repeated after reaching full capacity.
234	GTC	11	Liability	<p>a. Art 11.2: we are unsure about the logical link between 11.1 and 11.2: are damages resulting from volatility management disruption completely excluded or covered under 11.1?</p> <p>b. Art 11.3: We note that in the contractual relationship between TenneT and the Connected Party both are exclusively liable for personal and material damage, but not for financial loss. Our business interruption risk would be significantly affected/increased by this. Please mark Clause 11.3 as to be negotiated.</p> <p>c. 11.7 perhaps an error. Text says "...of this Article 11.8" Shouldn't it be 11.7?</p>	9-nov	<p>a) Voltage management dips that do not result in unavailability are not dealt with in the statutory compensation scheme, but liability for such damages is excluded in 11.2. This in accordance with the onshore GTC. However, this shall not prejudice or affect any right to statutory damage compensation under section 5:27 of the Act (or legislation or decisions adopted pursuant to section 5:27) where there is unavailability in relation to voltage management dips.</p> <p>b) Financial loss is excluded in the contracts (as is done in the onshore GTC). Please note that the Act provides for compensation in relation to interruptions. TenneT is not reducing or extending those rights for compensation.</p> <p>No Articles in the agreements will be marked as to be negotiated, as the model agreements will be finalised prior to the opening of the tender, so every party knows in advance what the terms of the agreements will be.</p> <p>c) This is correct and has been changed in the new draft.</p>
235	REA and CTA	7 resp 10	Insurance	<p>Please mark clause 10 in the Connection and Transmission Agreement and clause 7 in the Realisation Agreement subject to approval Project Insurance Advisors and Lenders' Insurance Advisors.</p> <p>10.1 / 7.1: TPL Limit minimum 25 Mio. Euro / 50 Mio. Euro the annual aggregate (TPL including Product Liability (completed operations, contractual liability))</p> <p>10.2 / 7.2.: 10.1 / 7.1 Since this coverage is mostly provided with sublimits only we suggest to agree a limit of max. 5 Mio. Euro.</p> <p>10.3 / 7.3.: Coverage Limits minimum 2, 5 Mio. per occ./ 5 Mio. annual agg..</p> <p>10.4./ 7.5: The paragraph should be reworded as follows: <i>TenneT shall take out Charterer's Liability insurance with a limit of not less than 150% of the declared value of the vessel but not less than USD 50.000.000 (USD fifty million) for any vessel chartered by the Employer for the execution of the Contract Works including a waiver of subrogation in favour of the Connected Party</i></p> <p><i>TenneT shall take out Protection and Indemnity insurance (incl. protective co-insurance/misdirected arrow protection of the Connected Party and their contractors, subcontractors etc.) according to the limits of the International Group of P&I Clubs including wreck and debris removal and oil pollution liability in respect of all vessels, craft or floating equipment owned, leased or hired by the Employer and provided to the Contractor in connection with the Contract Works and including an extension for specialist operations and other relevant additional covers with a sufficient limit but not less than USD 25.000.000 (USD twenty-five million);</i></p> <p><i>TenneT shall take out Marine Hull and Machinery insurance including war risk coverage and to the extent not covered under Sub-Clause P&I, collision liability in respect of all vessels provided to the Contractor by the Employer in an amount of not less than the declared value of the vessel incl waiver of subrogation in favour of the Connected Party and their contractors, sub-contractor etc.</i></p>	9-nov	<p>No clauses in the agreements have been made subject to approval of any advisor. The results of discussions with advisors could have been (and have been) discussed during the consultation procedure. At the moment of opening the tender, the final model agreements will be published.</p> <p>TenneT has included a minimum coverage of EUR 25 mio, with an annual aggregate of EUR 50 mio for Third Party Liability. Product Liability / contractual liability has not been included.</p> <p>TenneT has included an insurance sublimit of EUR 5 mio for care, custody and control. Note that Parties are still liable for amount higher than EUR 5 mio, also if its insurance does not provided coverage.</p> <p>TenneT included that parties must follow requirements in the applicable law as a minimum, and included a minimum coverage of EUR 2,5 mio per occurrence, with an annual aggregate of EUR 5 mio.</p> <p>TenneT did not include the last suggestion. Note that the wording is not tailored to the agreements and suggests that TenneT would take out Charterer's Liability, P&I and Marine Hull and Machinery on behalf of the Connected Party. That will not be the case.</p>
236	REA and CTA	7 resp 10	Insurance	<p>The following additional requirements should be included:</p> <p>Add 10.x / 7.x <i>TenneT shall take out All Risks insurance, other than those not normally insurable, in respect of the Contractor's (including its Sub-Contractors and Sub-Suppliers) equipment and materials for use in the performance of the Contractor's obligations under the Contract to the full reinstatement value of such Contractor's equipment and/or materials incl waiver of subrogation in favour of the Connected Party and their contractors, sub-contractor etc.</i></p> <p>Add 10.x / 7.x TenneT shall take out to the extent that air transport is used to carry out the Services, aircraft liability insurances to cover legal liability for loss or damage to third party property and bodily injury to third parties including passengers and/or freight of all kind in respect of all aircrafts owned, leased, hired or used by the Contractor or its Sub-Contractors and Sub-Suppliers in connection with the Contract with a limit of not less than the limits defined by applicable law;</p> <p>10.x./ 7.x TenneT shall take out Marine Cargo and Goods-In-Transit insurance to cover the full replacement value of the goods lost or damaged plus the shipping and other transit and insurance costs of re-shipping or re-transporting the goods to the extent that the Contractor or its Sub-Contractors and Sub-Suppliers is responsible for the transit of the same incl. waiver of subrogation in favour of the Connected Party and their contractors, sub-contractor etc.</p>	9-nov	These suggestions have not been included. The required insurances have been included in the agreements already.

237	REA and CTA	7 resp 10	Insurance	<p>10.5 / 7.5 should be reworded as follows: TenneT shall procure that the same insurances are taken out and maintained by its Sub-Contractors and Sub-Suppliers etc. TenneT shall ensure that the TenneT Insurances (including insurances taken out by its Sub-Contractors and Sub-Suppliers) remain in full force and effect at all times during the performance of the Contract Works until the date on which the Contractor has completed all snagging items or other work which is outstanding at the date the last outstanding Commissioning Completion Certificate and the last outstanding Taking-Over Certificate are issued, and the Defects Liability Period of the entirety of Contract Works has expired.</p> <p>Insurance coverage to be placed with A-rated companies. Since the project will be financed the following requirements should be included as well. Insurance cover – no effect on liabilities</p> <p>Nothing in this Clause shall limit the liabilities or responsibilities of the Contractor or the Employer under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with their respective liabilities or responsibilities for the initial event in respect of which the underlying insurance claim was made. However, if either Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract and the other Party neither approves the omission, nor effects replacement insurance in accordance with Sub-Clause "Default in effecting insurance", any moneys which would have been recoverable under such insurance shall be paid by the obliged Party.</p> <p>Default in effecting insurance Without prejudice to any other rights or remedies available, if a Party shall fail to effect and keep in force a policy of insurance pursuant to its obligations under this Clause, the other Party may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for the purpose in which event the amount of such premiums shall be added to or be deducted from the Contract Price, as appropriate or be invoiced separately to the obliged Party.</p> <p>Provision of assistance in connection with claims Each Party shall as soon as possible inform the other Party in writing of any occurrence of which the informing Party or its Sub-Contractors or Sub-Suppliers become aware that may give rise to a claim under an insurance which includes an additional insured status under this Contract. The Party effecting the insurance shall notify the insurer within thirty (30) calendar days of receipt of such notification and shall provide the other Party with a copy of such notification contemporaneously with the notification provided to the insurer. The Party effecting the insurance shall conduct negotiations and settle claims directly with insurers and their appointed loss adjusters provided that the Party effecting the insurance shall provide regular updates to the other Party of the progress of such claims. The other Party shall give all such assistance to the Party effecting the insurance as is appropriate in connection with any claims that may be made under the respective policies of insurance.</p>	9-nov	<p>TenneT did not include the suggestions regarding 10.5/7.5 and refers to the existing wording.</p> <p>Regarding the insurance coverage and rating of the insurance company, TenneT included that the leading insurance company and any of the co-insurers must be rated at least "A" based on Fitch rating scale "Insurer Financial Strength Rating" (IFS-Rating) or on a comparable standard (e.g. Standard and Poors or Moodys) and must have permits to operate in the European Union.</p> <p>The third and fourth suggestions have not been included. It seems as if these clauses might be in place in an agreement between the Connected Party and its contractor, not the agreements with TenneT.</p> <p>The last suggestion has not been included, since this does not have any value given the insurance requirements set forth in the draft agreements.</p>
238	REA and CTA	7 resp 10	Insurance	<p>Compliance with the terms of the insurance policy Each Party shall comply with and shall procure that those for whom it is responsible under the Contract shall comply with all terms of the policies of insurance to be maintained pursuant to this Clause and the procedures for the notification and administration of claims thereunder and shall not do anything or omit to do anything which might render such policies voidable or entitle insurers to avoid liability thereunder. Each Party shall indemnify the other Party for any loss of a claim by the other Party under an insurance policy through breach by the indemnifying Party of the obligations stated in this Sub-Clause. This provision shall only apply to those Parties named as insured under such insurance policies.</p> <p>Date of insurances All policies of insurance TenneT is required to take out shall be effective from the commencement of the Contract Works.</p> <p>Participation of Parties' Insurers The Parties will allow each other's insurers, to the extent the insurers want to exercise their formal rights and consider it necessary under the respective insurance agreements, and in accordance with applicable law, to be involved to participate in and to contribute to cases where disputes shall be brought up to a competent dispute settlement committee (if applicable) and / or the competent courts or arbitration bodies, respectively.</p> <p>Duties of disclosure: Each Party will disclose to the other Party any information necessary at the procurement of any insurance required under this contract to which they are an insured party, at renewal, extension or whenever a change or variation in cover is proposed that might influence insurers in fixing the premium or determining whether to accept the risk. In addition, changes that substantially increase the risk or relate to compliance with a warranty or condition in the insurance required under this contract must be notified immediately.</p> <p>TenneT shall provide to the Connected Party copies of certificates of insurance on or before the commencement of the Contract Works, confirming the maintenance of the policies, which TenneT is obliged to maintain in accordance with this Clause 10 together in each case with brokers' confirmation that all premiums due have been paid.</p>	9-nov	<p>The first suggestion has not been included, because it does not add value. If a Party is liable to the other Party based on law or contract, it is obliged to indemnify the claim, also if there is no insurance.</p> <p>The suggestion regarding the date of insurances is not included because this is not necessary (already follows from the provision).</p> <p>The suggestion regarding the participation of parties' insurers has not been included, because this is not necessary.</p> <p>The suggestion regarding the duties of disclosures has not been included, because there are no insurances where this has any effect.</p> <p>The last suggestion has not been included. Nevertheless, parties may decide in a later stage (after signing the agreements) to provide each other with such information. Note that such exchange will work both ways.</p>
239	Annex 2	Annex 2	Single Line Diagram	<p>Drawing: "Operation and Signalling (1 cable)" [page 2] and "Operation and Signalling (2 cables)" page 4. It is requested to get the current position of the circuit breaker (QA01 – ON and OFF) in the 66kV switchgear on TenneT platform.</p>	9-nov	The drawings have been updated.
240	CTA	Annex 2	Single Line Diagram	<p>It is requested to update the drawings Annexes_to_CTA_Offshore_20151104_public.pdf on page 9 and 10 with the drawings from 03214002TEK203_rev03_--_TTB-03098_--_Offshore_Grid_Connection_Scheme page 2 and 4.</p>	9-nov	The drawings have been updated.
241	CTA	Annex 3	Earth fault factor	<p>Annex 3 Technical terms and conditions for the Platform in 1. General system specifications <input type="checkbox"/> earth volt factor c: 1.2 (according to IEC 1 < c < 1,73)</p> <p>It is requested to add the technical explanation for the reason to reach an earth volt factor from c=1.2.</p>	9-nov	Wording has been changed.
242	General	General	Process	<p>At this moment, we are commenting on the documents from TenneT's website but there is no document management system where all those comments are tracked. We recommend to work with a document tracker on the site.</p>	9-nov	Note that TenneT did not only publish new versions, but also a compare, showing the changes between the newest and the previous version. See also the published feedback and Q&A documents.
243	General	General	Process	<p>In earlier consultation feedback the sector asked TenneT to show that the substation and grid codes for the wind farm are as such that the WPO can comply with all commercially available turbine types. Up until today this analysis has not taken place and during the latest consultation session one of the parties pointed out that this is not all turbines are capable to meet the requirements. Can you please show an analysis that the WPO can comply, and if not take arrangements on the platform or in the connection agreement so that this is changed?</p>	9-nov	The technical requirements have been consulted and feedback has been received on the draft requirements. It is not up to TenneT to prove that all turbines can comply with the requirements. TenneT has no indication that these requirements cannot be met.

244	Annex 7	cost	Costs	It is not clear yet what costs are going to be charged to the WPO. Could you please specify those costs as a list the annexes?	9-nov	<p>TenneT refers to the report and slides of the meeting of 9 November 2015, during which meeting TenneT has given indications of the cost categories and the numbers for compliance testing onshore. TenneT does not know the costs offshore yet, but has provided information in order to make it possible for the OWF's to estimate the costs offshore.</p> <p>It is correct that no initial and periodical connection tariff and no transmission tariff for feed-in of electricity for the recovery of costs of capital is foreseen now. Note that is up to the Ministry and ACM to decide otherwise in the future. If any tariff is to be introduced, this has to be paid by the Connected Party.</p> <p>TenneT has also indicated that at this stage it is not possible to give a educated estimate of the operational costs that are concerned with maintenance activities. Note that is possible that all operational costs, except costs for compliance testing, for mobilisation and for accompanying the Connected Party to the Platform (other than to the designated room for the Connected Party), will be converted into a regulated tariff.</p>
245	REA	6	planning	Please note that in this setup power by the WPO cannot be delivered on 31/8/2019 because work needs to be performed after that by the WPO (testing, cable pull in, etc) and there is no guarantee that this can be done before.	9-nov	Noted. In accordance with the Scenario, on the date set therein, the Connection should be (i) ready for commissioning and testing of the Installation, (ii) have capability to transport full power and (iii) should have two-way communication. This indeed means that testing will take place after the Connection is ready, cable pull in might take place earlier, this is to be agreed on between TenneT and the Connected Party and to be included in the planning (Article 6 REA) and it is indeed not guaranteed that this will be before 31 August 2019. Whether or not electricity can be delivered on 31 August 2019 will depend on the planning of both TenneT and the Connected Party.
246	Annex 6	Annex 6	Shared services	Annex P.5 - Where will the interface cabinet with CT/VT's be placed? (expected in room designated for connected party).	9-nov	The interface cabinet and patch panel will be placed in the room for connected party. TenneT refers to Annex 3.
247	Annex 5	Annex 5	SOC13-141	<ul style="list-style-type: none"> Table 1: Dynamic Studies, Power/Voltage Quality simulations, Interim Statement of compliance and Interim Operational Notification should be delivered after final FID Table 1: Interim power quality steps needs to be defined in sense full steps Table 1: Statement of Compliance and Final Operational Notification to be shifted to "Full operation" 	9-nov	<p>1. Timing of delivery is described in the Scope of Annex 5. Earlier submission of studies and simulations is allowed.</p> <p>2. Question is not clear.</p> <p>3. Statement of Compliance and FON are considered as conditions to enter into Full operation.</p>
248	CTA	Annex		<p>1. P.13 – What is the capabilities expected of the redundant UPS's (kVA and Ah)?</p> <p>2. P.21 – conditions for fault-ride through seems quite harsh. What standards are the basis of this?</p> <p>3. 3.1 Who bears the costs when TenneT accompanies the WPO to the platform?</p>	9-nov	<p>1. This is still under consideration. Currently two connections of 110 Vdc with a 6 A MCB, and 1 connection 400 V (ca. 10 A MCB) are being used in the design.</p> <p>2. The fault ride through curve is according the RfG. The curve has been defined based on the protection philosophy.</p> <p>3. If TenneT has to accompany the Connected Party to the Platform, this will be charged to the Connected Party.</p>
249	REA	Annex	v3	p7 6.1 please clarify H and F	9-nov	Wording has been adjusted in this article.
250	Annex	General	Model and simulation requirements	o We strongly recommend a document describing in all details the models and simulation-studies TenneT requires from the Offshore Wind farm and a delivery schedule for these infos until 1st Dec. 2015 because we need this essential information for the contract with the WTG-supplier.	9-nov	<p>The memo Harmonic Model will be published separately as Information leaflet, expected in January 2016. This will allow the bidders to prepare their calculations.</p> <p>In the document on Compliance activities, further requirements for models and simulations can be found. This document will be published with the model agreements.</p>
251	Annex 4	Harmonics		o Impedance and frequency loki of grid connection for harmonics: o We would need the frequency loki of the grid connection for harmonics simulations until 1st Dec. 2015 in order to evaluate the suitability of the WTG-suppliers until the bid.	9-nov	The memo Harmonic Model will be published separately as Information leaflet, expected in January 2016. This will allow the bidders to prepare their calculations.
252	Annex 4	Reactive power capability		<ul style="list-style-type: none"> Annex 4 to CTA: 8) Article 25 referring to Article 21: Reactive Power Capability o Reactive power in feed for P=0 was never justified in terms of minimized LOE (see our above note). This requirement should therefore be deleted. o Therewith, "Annex 3 to CTA: 7) Reactive power compensation" with the sentence "If the reactive power capabilities of a specific WTG cannot comply at very low active power (below 0,1 pu), then TenneT of the component set-up (reactors, capacitors) accordingly." should be deleted since it makes no sense anymore. In addition the expressions "if...cannot comply" and "specific WTG" is much too vague to be a sound requirement for quotations or contracts. 	9-nov	This has been discussed extensively during the expert meetings. TenneT has discussed the wording once more internally and decided not to make any changes as this is considered sufficient and feasible for WTG quotations or contracts.
253	Annex 4	Harmonics		<p>Harmonic emission limits</p> <p>o Following leads to too pessimistic harmonic level assumption, because the phase angle between the different WTG-emissions is not reflected: "If more than one Offshore PPM is connected to one single 66 kV bus bar, the emission planning level will be distributed proportional to the rated power of each Offshore PPM." This is not according the IEC-Standard and should therefore be justified.</p>	9-nov	IEC does not consider the situation of more than one Offshore PPM connected to the same point. Chosen approach is aligned with onshore practice and therefore maintained.
254	Annex 2	Single line diagram		<ul style="list-style-type: none"> Additional information: for clarity reasons the following information should be issued with the agreements: o a full single line diagram of the grid connection from offshore pcc to onshore substation o a set of basic design drawings of the substation including 66 kV switchgear specifications 	9-nov	<p>1) This will be submitted as a separate Information leaflet, expected January 2016.</p> <p>2) A plot plan will be provided with general arrangements of the Platform.</p>

255	REA	6	planning	<ul style="list-style-type: none"> We also refer to our earlier comment that we have the opinion that critical planning milestones before the final delivery date of 31 August 2019, notably the cable deck installation, should be firm and subject to TenneT's liability. This would enable developers (pre-bid) to have a reliable installation window and achieve lower bids and/or earlier commissioning. It will also avoid unnecessary downtime for the OSP, while waiting for developer's connection. 	9-nov	The only binding date under the (model) agreements is the Scenario date. However, the Parties will jointly prepare a planning. After the joint planning has been established, in a later point in time, parties may agree on mutually binding milestones, including the consequences for not meeting such milestones. Please note that this will not only regards TenneT's liability, but such agreements regarding liability would apply vice versa. Note that TenneT has already published its overall planning. There is no intention to deviate from that planning, but note that TenneT is not legally committing to that planning, TenneT commits to the Scenario date.
256	REA	4.1	Realisation of the Connection	It is better to use one term for delivery/realisation of the connection. Is realisation of the connection the same as delivery and which one makes the compensation scheme kick in?	9-nov	The realisation of the Connection is the process of realising (building) the Connection. The delivery is the moment when the Connection meets the delivery requirements as set in the Scenario (in other words: when the Connection is ready). The wording has been clarified to indicate that the REA will end at the delivery and this includes confirmation by the expert that the Connection meets the requirements in accordance with the Scenario. Questions regarding the compensation scheme are to be directed to RVO.
257	REA	4.1	Realisation of the Connection	<ol style="list-style-type: none"> This is an improvement, but we believe that the independent expert should confirm that the connection meets the requirements as mentioned in 3.1. There is a big gap between the requirements as set out in the scenario and in the agreement (3.1) Please include that OWF will receive a copy of this report. Why not already appoint one? Can OWF also send an expert?/jointly appoint 	9-nov	<p>1) It is TenneT's expectation that the independent expert will also look at other items than the Scenario items. TenneT only wanted to clarify in the Realisation Agreement that items which are not relevant for the Scenario (because they do not prevent transmitting energy), will not make those other items irrelevant. The question that will be relevant for the Minister and the independent expert is: even though there may be a few shortcomings, do they prevent transmission of full power, do they prevent 2-way communication, do they prevent testing? If not, the Connection is ready within the meaning of the Realisation Agreement and the Scenario and we move on to the Connection and Transmission Agreement. That doesn't mean that other shortcomings will be irrelevant. Article 4.3 REA has been included to give the OWFs comfort that the requirements for the Connection are not limited to what is in the Scenario, but also include the contractual requirements. The agreements cover more detail than the Scenario. TenneT has included article 4.3 in the Realisation Agreement to confirm the fact that TenneT meets the Scenario does not mean that TenneT will stop there. If there were some minor points which do not affect transmission of energy, TenneT will rectify these points at a later stage, even though the Realisation Agreement would have already ended. Even though TenneT has to meet the Scenario date and requirements, that does not mean that TenneT will not rectify those minor defects or could not be liable based on non-compliance (wanprestatie) for costs of temporary measures to be taken by the Connected Party due to TenneT's non-compliance (taking into account the GTC).</p> <p>2) This has been added to the REA.</p> <p>3) The independent expert will be appointed in a later stage. The process will consist of: (i) knowing all the specifications of the Platform, (ii) consulting the Connected Party and the Ministry on the criteria for the independent expert, (iii) TenneT to set the</p>
258	REA	4.2	Realisation of the Connection	At which point does OWF receive the expert report?	9-nov	TenneT will send a notification once the independent expert has given its confirmation, together with a copy of the non-confidential parts of the report.
259	REA	4.3		Not clear what the reason for this clause is. We do not see that before, the rights of the connected party were limited or extended? In other words: the GTC applied before, so why this addition?	9-nov	Article 4.3 REA has been included to give the OWFs comfort that the requirements for the Connection are not limited to what is in the Scenario, but also include the contractual requirements. The agreements cover more detail than the Scenario. TenneT has included article 4.3 in the Realisation Agreement to confirm the fact that TenneT meets the Scenario does not mean that TenneT will stop there. If there were some minor points which do not affect transmission of energy, TenneT will rectify these points at a later stage, even though the Realisation Agreement would have already ended. Even though TenneT has to meet the Scenario date and requirements, that does not mean that TenneT will not rectify those minor defects or could not be liable based on non-compliance (wanprestatie) for costs of temporary measures to be taken by the Connected Party due to TenneT's non-compliance (taking into account the GTC).

260	REA		6	Currently article 6 provides for post-signing alignment of planning of TenneT and OWF. We believe the same type of clause should be included for the detailed design of the platform. At this stage the detailed design is not known yet but there should be a process in place for OWF to stay informed of the design and make reasonable suggestions	9-nov	TenneT is responsible for designing the Platform, based on the Basic Design. The detailed design will be shared with the winner(s) of the tender, before finalising the detailed design. Communication on this subject will take place in the project working group. TenneT does not think it is necessary to include this in the REA.
261	REA	6.5		1. TenneT shall provide the other Party with copies of any such records and underlying documentation upon request and to the extent necessary for the realisation or operation of the Installation or the Connection, respectively and any disputes related thereto; 2. The Connected Party shall provide TenneT with copies of any such aforementioned record and documentation to the extent necessary for TenneT for executing its statutory duties as a TSO. [note: the words: or additionally, in the case of TenneT would imply TenneT may ask information based on both grounds, it is only the second.	9-nov	Other than suggested in this feedback, Article 6.5 REA states that both parties will retain records and supporting documentation. Each Party can request the other Party for such documentation (i) to the extent necessary for the realisation or operation of the Installation or the Connection, and/or (ii) any disputes relates thereto. In addition, TenneT can request the Connected Party for documentation for executing its statutory duties. There is no reason why TenneT should only be able to ask information on the second ground.
262	REA	11.2		1. Does CP get a copy of the report and if so when? 2. Effects of article 4.3 not clear	9-nov	1) TenneT will send a notification once the independent expert has given its confirmation, together with a copy of the non-confidential parts of the report. 2) Article 4.3 REA has been included to give the OWFs comfort that the requirements for the Connection are not limited to what is in the Scenario, but also include the contractual requirements. The agreements cover more detail than the Scenario. TenneT has included article 4.3 in the Realisation Agreement to confirm the fact that TenneT meets the Scenario does not mean that TenneT will stop there. If there were some minor points which do not affect transmission of energy, TenneT will rectify these points at a later stage, even though the Realisation Agreement would have already ended. Even though TenneT has to meet the Scenario date and requirements, that does not mean that TenneT will not rectify those minor defects or could not be liable based on non-compliance (wanprestatie) for costs of temporary measures to be taken by the Connected Party due to TenneT's non-compliance (taking into account the GTC).
263	GTC	11.3		Our interpretation is that, apart from the statutory compensation scheme, there is only room for (reciprocal) liability for property damage and injury possibly with a cap, tbd). However, if the wind farm is not able to produce electricity as a result of TenneT's default which is not covered by the statutory scheme, this may lead to loss of profit or income and immaterial damage. During the consultations, it has been repeatedly iterated by TenneT that the agreements still give room for the application of the liability and other provisions of the DCC, which would include liability for loss of profit or income and immaterial damage. That interpretation conflicts with the current text. Please delete 11.3 or adjust the wording to fit the interpretation given by TenneT of this article.	9-nov	Liability for additional costs for temporary measures to be taken by the Connected Party due to TenneT's non-compliance should not be excluded under the GTC. This has now been clarified. However, loss of profit or income and material damage are excluded under the GTC. This is in accordance with the onshore practice. As indicated, this only applies to liability for other causes than delay or unavailability of the Connection and does not affect any statutory rights for compensation of loss of income or other damages to which the Connected Party may be entitled under the Act.
264	Annex 2	Annex 2	cos phi	Required? Cos phi is irrelevant regarding the reactive power capabilities mentioned elsewhere in this document	9-nov	This has been adjusted: "MVA and cos phi" has been replaced by "MW".
265	Annex 2	Explanation of secondary connection points		text proposal: The current and voltage measurements shall be provided by TenneT at the terminals of the interface cabinet located in the Connected Party's room on the platform . The interface cabinet is property of TenneT. From the terminals of the interface cabinet onwards, the Connected Party is responsible for connecting these measurements to its equipment, including the measurements for the accountable metering equipment of the Acknowledged Metering Responsible Party. The metering equipment shall be according to the Metering Code . Mention the process for appointing AMRP. Tender organised by TenneT.	9-nov	1) Wording has been adjusted. 2) Process for appointing AMRP is described in the model agreements and further information has been given during the sessions.
266	Annex 2	figure		Rename WPO room; offshore station in figure	9-nov	Noted and adjusted.
267	Annex	Annex		check feedback document for track changes, comments.	9-nov	Typo's and suggestions considered and used.
268	Annex 3	drafting note		This is rely upon information on which a party can make his bid. If TenneT wants to change this information after the bid and this leads to planning or financial consequences with the bidder, the costs thereof shall be borne by TenneT	9-nov	Any drafting notes will be deleted in the final model agreements. Whether or not provisions may be changed is described in the agreements. Please note that TenneT is not responsible for the subsidy tender.
269	Annex 3	J-tubes		"This results in four bays "one string – one bay" and two bays "two strings – one bay". In the case of two strings – one bay, this will be done with two separate cable disconnectors" It is my understanding that if a party has 6 strings, it can connect with 6 times one string one bay.	9-nov	This understanding is correct. 6 bays are available per Power Park Module.
270	Annex 3	Protection		• in case two 66 kV cables are connected to one 66 kV bay, TenneT cannot determine which of the two 66 kV cables is healthy or faulty if the protection trips. The Connected Party may install additional equipment to distinguish between the healthy and faulty 66kV cables. This equipment shall be installed after cable installation; Why is this?	9-nov	TenneT will not take over responsibility of the Connected Party in determining healthy or faulty cable. From practical point of view, the CT cannot be mounted before the cable termination is installed.
271	Annex 3	Protection		Fault ride through capability: Why is this requirement repeated here. It is already a requirement in appendix 4. Suggest to delete here.	9-nov	Wording has been adjusted. Purpose of remark is avoiding conflict between protection setting and fault ride through requirements.
272	Annex 3	Reactive power capability		independent: Should be: dependent. With some WTGs out of operation it may not be possible to absorb or inject the required reactive power. Suggest to refer to appendix 4. As it is written here it is not correct	9-nov	Wording has been adjusted in both Annexes to REA and CTA.
273	Annex 3	Overplanting		ad 1. Alignment. Each windfarm shall normally be connected to its own export cable, and not be influenced by the other offshore PPMs overplanting. Only in exceptional cases (eg. Transformer/export cable breakdown) TenneT can deviate from this.	9-nov	This comments does not lead to a change in the curtailment principles.

274	Annex 4	Harmonics		This approach does not comply with the principle that the bidder knows all his cost before he has to submit his bid. This procedure implies that the wind farm owner can be confronted with additional costs after the submission of the bid. This is not acceptable for [Company]. Please suggest a procedure that complies with this principle.	9-nov	Wording under c) has been adjusted. Please note that TenneT is not responsible for the subsidy tender.
275	Annex 4	Harmonics	1.d	d. After realisation of the Connection, as part of the compliance activities, the amplitude of the harmonic current injected by the WTG's at the Connection Point will be measured. In the last meeting it was discussed that this should be voltage.	9-nov	Considered internally, and current is correct wording.
276	Annex 4	Harmonics		2 • The design criteria for the Connected Party and the other Offshore PPM shall be based on the compliancy and planning levels of the THD at the 66 kV busbar. The wind farm owners should work independently of one other.	9-nov	Question unclear.
277	Annex 5	Introduction		In order to remain system stability TenneT is entitled to: o refuse to close the Connection in case of EON cannot be granted; o order to stop WTG production in case of ION1 cannot be granted ultimately 2 months before connection of the first WTG ; Impossible. WTGs are not allowed to start production without ION1 so they cannot be stopped.	9-nov	Indeed, wording adjusted.
278	Annex 6	3.1	Access	Connected Party's equipment installed outdoors on the Platform shall always be accessible for the Connected Party	9-nov	The paragraph on Access to the Platform has been adjusted. However, TenneT will accompany the Connected Party also in case of access to equipment installed outdoors; as there may be other equipment located near by that should not be affected.
279	Annex 6	3.2	RASCI	Please make clear what is meant with these terms. Accountable and responsible have very close meanings.	9-nov	RASCI is an international accepted qualification system.
280	Annex 6	3.2.1		- CP has to agree on the J tube design - CP has to agree on the routing proposed by TenneT (e.g. in case of too tight bends). - CP has to agree on the proposed methodology	9-nov	TenneT is end responsible, the Connected Party is consulted on these items.
281	Annex 6	3.2.1	Procurement for items of the 66kV Cable route	This is not reflected in the table above.	9-nov	TenneT will procure these items as part of the Platform. Wording has been clarified.
282	Annex 6	3.2.1	Installation of 66kV cables	Before installation and after installation of the 66 kV cables on the Platform by the Connected Party and at such other moments as the Parties may agree on, joint inspections will be held to assess and log possible damages caused by one Party to property of the other Party.	9-nov	Wording has been adjusted.
283	Annex 6	3.2.4	CP equipment	CP has to agree on the capacity of the AC supply and UPS supply.	9-nov	16kW as stated in Annex 3, Tertiary connection point, has been consulted and decided upon.
284	REA	Recitals, lit. B	Wording is not fully correct	Electricity is consumed or generated by the Installation, not by the Connected Party. Thus, the wording of lit. B should be: "the Connected Party develops the Installation and has requested to connect the Installation to the Offshore Transmission System for the purpose of transmitting the electricity generated or consumed by the Connected Party Installation;"	9-nov	To the letter, the feedback is correct. However, the Connected Party is the party operating the Installation and party to the contract.
285	REA	Recitals, lit. D		It should be made clear that the entering into the CTA is dependent on the development of the Installation. By this, it should be avoided that the Connected Party is obliged to enter into such agreement in case such development should not be completed. Therefore, the first sentence should start as follows: "in view of the aforementioned development of the Installation, tThe Parties [...]"	9-nov	It is envisaged that the REA and CTA will be signed at the same time (for the sake of completeness: on the same day, first signing the REA, then signing the CTA). The CTA will only enter into effect once the REA has ended. In addition, if the Installation is not realised in time, this could lead to the Wind Farm Permit and/or subsidy being withdrawn, and could result in termination of the CTA.
286	REA	Recitals, lit. D	Phasing out of the REA and phasing in of the CTA	The phasing out of the REA and phasing in of the CTA has in our view to be dependent on a successful erection of the Connection which should also be fit for its purpose (see also later to Article 2). Reason is that the comprised issues are in fact part of the realisation of the Connection and not of its operation. Furthermore, as a fair principle between the parties and to safeguard the interests of the Connected Party, this successful erection should be approved by an independent expert who should be nominated by both Parties (see also later to Article 4). Thus, the full wording of lit. B should be (which has to be read together with Articles 2 and 4): "in view of the aforementioned development of the Installation, tThe Parties will also enter into a Connection and Transmission Agreement for the period after the day on which the delivery of the Connection has been realised. [delete <i>From the day after the Connection has been realised that Connection and Transmission Agreement will govern the legal relationship between the Parties with respect to the Connection.</i>]"	9-nov	It is envisaged that the REA and CTA will be signed at the same time (for the sake of completeness: on the same day, first signing the REA, then signing the CTA). The CTA will only enter into effect once the REA has ended. This has been done further to comments received from comments provided by OWFs and to provide a clear distinction between the REA and CTA phase.
287	REA		2 Purpose of this Realisation Agreement	As mentioned before with regard to Recitals lit. D, it is very important for the Connected Party that the connection is fit for its purpose, as otherwise, the Connected Party could be faced a severe financial exposure which cannot be fully mitigated by the statutory liability of TenneT, which is furthermore not in all cases applicable. The wording of Article 2 should therefore be: "TenneT and the Connected Party enter into this Realisation Agreement for the purpose of regulating their relationship in respect to the realisation of the Connection which shall be fit for its purpose of transmitting the electricity generated or consumed by the Installation."	9-nov	This Article only expresses that this REA relates to the realisation of the Connection. Article 3 REA provides the requirements regarding that Connection.

288	REA	3.1 and 3.2	Realisation of the Connection – real contractual obligation of TenneT	<p>The Connected Party is dependent on TenneT erecting the Connection and due to the position of TenneT as natural monopolist, the Connected Party has no influence on TenneT to mitigate relevant risks as the OWF would have with a free selection of a contractor. Before this background, it is of utmost importance that TenneT provides the OWF with the necessary comfort and legal security that reflects TenneT’s verbally stressed serious commitment to an erection of the Connection in time.</p> <p>The wording of Article 3.1 and 3.2 should therefore be (including some minor grammar and drafting amendments):</p> <p>“3.1 TenneT guarantees that TenneT will shall realise the Connection in accordance with (i) the Scenario, (ii) the Basic Design, (iii) the technical terms, conditions and requirements stated in Annex 2 (Description and technical specifications of the Connection, including drawings) and Annex 3 (Technical terms and conditions for the Platform) and (iv) any other requirements set out in this Realisation Agreement, European and/or Dutch legislation, as well as the European Codes or the Codes.</p> <p>3.2 TenneT guarantees that TenneT will shall realise the Connection (as set out in Article 4.2) and will enable the Connected Party to make use of the Connection for its purpose of transmitting the electricity generated or consumed by the Installation (as referred to in Article 4.1) on or before the date set in the Scenario [Drafting note: projected date is 31 August 2019]. Any consequences of delay or unavailability of the Connection or the Offshore Transmission System will be solely governed by section 5.27 of the Act and no provision of this Realisation Agreement will reduce or extend the Connected Party’s rights for compensation under the Act or give rise to contractual liability of TenneT in relation to delay or unavailability of the Connection or the Offshore Transmission System.”</p>	9-nov	TenneT already commits to meeting the Scenario date and complying with the requirements in the agreements and legislation and the Scenario. It is noted that TenneT is supervised by the authorities. The drafting amendments have not been included.
289	REA	3.3	Realisation of the Connection – Timeframe for installation	<p>timeframe in which the Connected Party can install equipment is taking care of the reasonable interests of the Connected Party which standard in offshore business. Therefore, the wording of Article 3.3 should be:</p> <p>“3.3 TenneT shall designate on the Platform a room, which will be reserved for the Connected Party and the equipment it wants to install (in accordance with Annex 2 (Description and technical specifications of the Connection, including drawings) and Annex 3 (Technical terms and conditions for the Platform)) and provide for a <u>reasonable and effective</u> timeframe in which the Connected Party may install equipment on the Platform when it is under construction onshore as well as a <u>reasonable and effective</u> timeframe in which the Connected Party may install equipment on TenneT’s onshore substation.”</p>	9-nov	Wording has been adjusted, 'reasonable' has been added. TenneT does not believe that 'effective' would anything to this Article.
290	REA	3.4	Realisation of the Connection – use of the Connection	In our view, this Article is superfluous and adds no additional value to the REA, but can only lead to confusion. Therefore, this Article should be deleted.	9-nov	This Article clarifies the purpose of the Connection. It does not provide a legal obligation for the Connected Party to use the Connection.
291	REA	3.5	Realisation of the Connection – requirements for the Connected Party	<p>We suggest minor drafting amendments as already mentioned above with regard to Article 3.1 as follows:</p> <p>“3.5 The Connected Party shall comply with the requirements set forth in Annex 4 (Technical requirements applicable for the connection of Offshore Power Park Modules) and any other requirements set out in this Realisation Agreement, the Scenario, European or Dutch legislation, <u>as well as</u> the European Codes <u>and/or</u> the Codes.”</p>	9-nov	It is unclear what the underlined parts add to this Article. This Article states that there has to be compliance with all (requirements mentioned in) the mentioned legislation and codes. The suggested feedback does not add anything to this.
292	REA	3.6, 10.1	Annex 1	<p>Annex 1 is in this REA named as “Contact details of the Connected Party”, whereas the Annex 1 itself has the name “Details of [Name of Connected Party]”. Last but not least, Annex 1 comprises contact details both of the Connected Party and TenneT.</p> <p>Thus, the name of Annex 1 in the REA and the Annex itself should be amended to “Contact Details of Connected Party and TenneT”.</p>	9-nov	Agreed. TenneT aligned the names of the annexes.
293	REA	3.8, 3.10	Realisation of the Connection – cables	<p>Article 3.8 now only refers to “66kV cables”, whereas Article 3.10 refers to “66 kV or other cables”. These two Articles seem not to be synchronized. Furthermore, Article 3.8 has no additional value to Article 3.10 and is content-wise at the wrong location in the sequence as outlined in Articles 3.1 to 3.10.</p> <p>Therefore, Article 3.8 should be deleted.</p>	9-nov	Article 3.8 is meant to describe how many 66 kV cables the Connected Party is allowed to connect to the Platform. Article 3.10 describes the process preceding the connection of any cable (both 66 kV cables and other cables). The difference is wording is intentional. The order of 3.9 and 3.10 has been changed.
294	REA	3.10	Realisation of the Connection – notification periods	<p>The notification period of 8 weeks is very long, especially if it is combined with a second notification period of 4 weeks. We do not see a need that TenneT is notified so far in advance, instead a notification period of 4 weeks should be fully sufficient. Furthermore, in the current provision, the consequences if the Connected Party does not confirm the notified date at the second date (4 weeks before planned connection) are unclear.</p> <p>The wording of Article 3.10 should therefore be amended as follows:</p> <p>“3.10 The Connected Party is entitled to connect 66 kV or other cables to the Platform or Connection or perform activities outside of the designated room for the Connected Party on the Platform after it has received written permission from TenneT, which permission will not be unreasonably withheld. A request for such permission must be filed <u>four (4) weeks</u> before the date on which the connection or other activities take place. The Connected Party must notify any changes in the planned connection or activities to TenneT two (2) weeks before the date on which the connection or other activities take place. <u>In case the Connected Party requests a later date in such notification, TenneT shall use its best efforts to issue a written permission for the requested later date.</u>”</p>	9-nov	The 8 week period corresponds with the same period in the Water Decree (Waterbesluit) and the 4 week period corresponds with the same period in the Water Decree (Waterbesluit) and should therefore not provide heavy administrative burdens for the Connected Party. A new sentence has been added to this Article, stating that TenneT will use reasonable efforts to accommodate the revised date for connection or performing the other activities.

295	REA	4.1, 4.2	Start-up and commissioning of the Connection – Value and independency of the expert	<p>Due to Connected Party not having the choice of the party to erect the Connection, it is again of utmost importance that (i) TenneT meets the requirements as set out in this REA (and not only the Scenario), (ii) that the independent expert is really independent (thus he should be selected by both Parties) and (iii) that the expertise is stating the reasons for its outcome so that the Parties have a clear picture of the status.</p> <p>Before this background, Articles 4.1 and 4.2 should be amended as follows: <u>"4.1 TenneT will notify the Connected Party eight (8) weeks in advance of the date of completion of the Connection.</u> <u>4.2 The Connection is realised at the date on which the Connection is completed, the requirements of the Scenario and of the provisions of this Realisation Agreement are met, the Connection is fit for its purpose and functions accordingly and when meeting these requirements is determined by an independent expert jointly appointed by the Parties. The Parties shall appoint the independent legal expert within four (4) weeks after the notification as to Article 4.1. The independent expert shall provide a written determination within two (2) weeks after his appointment. Such determination shall confirm in writing that the Connection meets the delivery requirements set in Article 3.1.</u></p>	9-nov	<p>TenneT will send a notification once the independent expert has given its confirmation, together with a copy of the non-confidential parts of the report.</p> <p>It is TenneT's expectation that the independent expert will also look at other items than the Scenario items. TenneT only wanted to clarify in the Realisation Agreement that items which are not relevant for the Scenario (because they do not prevent transmitting energy), will not make those other items irrelevant. The question that will be relevant for the Minister and the independent expert is: even though there may be a few shortcomings, do they prevent transmission of full power, do they prevent 2-way communication, do they prevent testing? If not, the Connection is ready within the meaning of the Realisation Agreement and the Scenario and we move on to the Connection and Transmission Agreement. That doesn't mean that other shortcomings will be irrelevant.</p> <p>Article 4.3 REA has been included to give the OWFs comfort that the requirements for the Connection are not limited to what is in the Scenario, but also include the contractual requirements. The agreements cover more detail than the Scenario. TenneT has included article 4.3 in the Realisation Agreement to confirm the fact that TenneT meets the Scenario does not mean that TenneT will stop there. If there were some minor points which do not affect transmission of energy, TenneT will rectify these points at a later stage, even though the Realisation Agreement would have already ended. Even though TenneT has to meet the Scenario date and requirements, that does not mean that TenneT will not rectify those minor defects or could not be liable based on non-compliance (wanprestatie) for costs of temporary measures to be taken by the Connected Party due to TenneT's non-compliance (taking into account the GTC).</p>
296	REA	4.3	Realisation of the Connection – no effect on liability	<p>This Article makes in our view only sense if it also refers to the determination of the independent expert. Thus, Article 4.3. should be rephrased as follows:</p> <p><u>"4.3 The realisation of the Connection as well as the written determination, in accordance with Article 4.21, does not reduce or extend any rights the Connected Party may have to require remedy of any defects or to hold TenneT liable, in each case in accordance with the General Terms and Conditions."</u></p>	9-nov	<p>It is unclear what the underlined parts add to this Article. This Article already states that the realisation (which is determined by the confirmation of the independent expert) does not reduce or extend (...). TenneT has clarified that 4.3 refers to the delivery of the Connection.</p>
297	REA	4.4 lit. a	Realisation of the Connection – Conclusion of the CTA	<p>This Article needs to be amended from a logical point as follows:</p> <p><u>"(a) the Parties have concluded a Connection and Transmission Agreement; and"</u></p>	9-nov	<p>This Article has been phrased in a way that all the Connected Parties obligations have been mentioned. From the definition of CTA it follows that this is an agreement between TenneT and the Connected Party. The wording has however be changed, in order to make clear that the CTA will be concluded with TenneT.</p>
298	REA	5.3	Tariffs, fees, costs and payment	<p>The wording should be aligned with the comparable wording in the CTA as follows:</p> <p><u>"5.3 TenneT shall invoice the tariffs, fees and costs referred to in Article 5.2 to the Connected Party in accordance with Article 6 of the General Terms and Conditions."</u></p>	9-nov	<p>The wording in the REA and CTA has been aligned ('any').</p>
299	REA	6.1 lit. a	Information exchange, planning, access and operational matters	<p>Please explain why "or its contractor" is included in this Article. To which licenses are you referring to?</p>	9-nov	<p>It is likely that not all permits will have to be obtained by TenneT, but also by its (sub)contractor(s), because the subcontractor(s) will perform (part of) the works.</p> <p>This will relate to environmental (building) permits for the onshore substation, Water Act permits for constructing the Platform, etc.</p>
300	REA	6.1 lit. f	Information exchange, planning, access and operational matters	<p>Please explain if the word "hung" has a different meaning as "connected" as used in Article 3.8 and 3.10. If there is no different meaning, then the word "hung" should be replaced by "connected".</p>	9-nov	<p>A different meaning is meant. The connected in 3.8 and 3.10 is the actual connecting of the cables to the Platform. 'hung' just means 'hang' (<i>ophangen</i>), without connecting.</p>
301	REA	6.1 lit. g	Information exchange, planning, access and operational matters	<p>The wording of this Article needs to be amended as follows:</p> <p><u>"(g) the date of the physical connection of each respective 66 kV cable from the Installation to the Connection;"</u></p>	9-nov	<p>Agreed. This has been changed in the draft.</p>
302	REA	6.1 lit. h	Information exchange, planning, access and operational matters	<p>Article 6.1 lit. h seems not to be aligned with Article 6.1 lit g. Please explain. In our view the cable pull in is before the connection of the cable. Either the order is wrong or the wording is unclear – or is there any other explanation?</p>	9-nov	<p>The order of (g) and (h) has been changed. The previous (h) refers to the date on which the Platform is ready, the previous (g) refers to the date(s) on which the cables will actually be connected to the Platform.</p>
303	REA	6.3	Information exchange, planning, access and operational matters	<p>In the Joint Technical and Legal Expert Meeting on 9 November 2015, TenneT has explained that a liability of TenneT according to this Article can be agreed, except for the last milestone. This is currently not fully clear from the wording; however this aspect is very important for the Connected Party in order not to be misled in the course of the erection of the Installation and the Connection. Thus, the wording should be amended as follows:</p> <p><u>"6.3 Based on the combined planning referred to in Articles 6.1 and 6.2, the Parties may agree on binding milestones, including any liability or other consequences if the Party concerned does not meet a binding milestone, it being understood that a liability or other consequence of TenneT may be agreed except for the last milestone that reflects the date as set in the Scenario (see Articles 3.2 and 4.3)."</u></p>	9-nov	<p>TenneT has adjusted the wording in Article 6.3 to reflect that the additional binding milestones related to other dates than the Scenario date. However, the text proposal has not been accepted, as this suggests that there can only be liability for TenneT, whereas the new binding milestones could lead to liability for both Parties (depending on the relevant milestone).</p>

304	REA	6.5	Information exchange, planning, access and operational matters	<p>The Connected Party should only be obliged to provide such information that is necessary for the Connection. There is no reason to further disclose any information, e.g. with regard to the erection of the Installation (except for such information is necessary for the realisation of the Connection), as such information is very business sensitive. Furthermore, the recording of any disputes is not necessary, but could drive the parties to not openly discuss any disputed matters. Therefore, this Article should be amended as follows:</p> <p>"6.5 The Connected Party and TenneT shall retain records and supporting documentation (including minutes of meeting) in order to document the realisation of the Connection, respectively, <u>at least</u> for the duration of this Realisation Agreement and the Connection and Transmission Agreement and two years thereafter. Each Party shall provide the other Party with copies of any such records and underlying documentation upon request and to the extent necessary for the realisation or operation of the Connection or additionally, in the case of TenneT, for executing its statutory duties as a TSO."</p>	9-nov	Note that the phrase 'and any disputes relating thereto' does not mean that that disputes should be documented. The first 'and any disputes relating thereto' has been deleted. The second reference to disputes has been kept is, as it is important that if a dispute were to arise, the relevant information is accessible to the parties. This has been included further to comments from OWFs. The words 'at least' have not been included, because the obligation only applies during the mentioned period. Of course, a Party could decide to retain its documents for a longer period, but cannot ask the other Party to do so (as well).
305	REA	6.8	Information exchange, planning, access and operational matters	<p>The wording should be aligned with the wording of Article 9.7 of the CTA as the wording in the CTA rightfully safeguards the operations of the Connected Party. Thus, Article 6.8 should be amended as follows:</p> <p>"6.8 The Connected Party shall ensure that the room on the Platform that is designated for use by the Connected Party is accessible by TenneT at all times <u>to the extent necessary for TenneT</u> for emergency or safety reasons. "</p>	9-nov	For emergency and safety reasons and 'to the extent necessary' is superfluous. This has been aligned in the REA and CTA.
306	REA	7	Insurance	<p>As a general comment, it should be considered and discussed with the insurance experts of TenneT and the participants of the expert meetings whether the minimum coverage shall also define a value per calendar year.</p>	9-nov	TenneT has, after consultation with insurance experts, included a (minimum) insured sum of EUR 25 mio, with an annual aggregate of EUR 50 mio. This refers only to the third party liability, not to contractual liability.
307	REA	7	Insurance	<p>The fit-for-purpose character also needs to be reflected with regard to the insurance. Thus, Article 7.1 should be amended as follows:</p> <p>"7.1 TenneT shall have third-party liability insurance at its own cost that covers the risks in relation to the realisation of the Connection <u>and its functionality at the date set in the Scenario</u>, including works performed by the parties engaged by it to perform these activities. [The insurance will have a minimum coverage of EUR [●] (in words: [●] euro) per incident.]"</p>	9-nov	Note that TenneT already has the responsibility to deliver the Connection in time and that the Connection will be available as of that moment, according to the Scenario. If not, the Connected Party could ask for compensation under the statutory compensation scheme. This falls outside of the insurances prescribed under these provisions.
308	REA	7.6	Insurance	<p>This Article should include a standard provision as a new Article 7.6 as follows:</p> <p><u>"7.6 Any payment and/or receipt of compensation under or on behalf of such insurance shall not constitute recognition of any liability and/or responsibility in that respect and shall not have any effect on the rights and/or duties that Parties may have under this Realisation Agreement."</u></p>	9-nov	This suggestion has not been included. Note that insurers normally take over the handling of a claim on behalf of their insured. So if the insurer accept liability on behalf of its client, this may also be relevant for the liability of its client towards the other Party.
309	REA	7.7	Insurance	<p>TenneT has stated in the Joint Technical and Legal Expert Meeting on 9 November 2015 that the insurance requirements are a minimum standard and the Connected Party is free to take out a different insurance, for example a CAR/EAR insurance as long as the stated requirements are met. This should be clarified by implementing a new Article 7.7 as follows:</p> <p>"7.7 The insurance requirements according to this Article 7 are minimum requirements to be fulfilled by the Parties. The Parties may decide to take out further or different insurances (e.g. a CAR/EAR insurance) comprising an insurance coverage meeting these minimum requirements."</p>	9-nov	TenneT agrees with this statement, but sees no need to include this in the agreements.
310	REA	10.1	Amendments to the Annexes	<p>Annex 1 only comprises the contact details, therefore it is not necessary, nor is it helpful that the other Party has to confirm any wished amendments. Instead, a clear notification procedure needs to be implemented, also taking care, until when which contact details should be valid. Thus, Article 10.1 should be amended as follows (also taking care the new name of Annex 1 as stated above with regard to Articles 3.6 and 10.1):</p> <p>"10.1 Amendments to Annex 2 (Description and technical specifications of the Connection, including drawings), and Annex 5 (Operational arrangements and exchange of information) require written consent of both Parties. A Party shall notify the other Party in writing as soon as possible of any desired amendments. <u>In case of a change of contact details of one of the Parties as set out in Annex 1 (Contact Details of the Connected Party and TenneT), a Party shall notify the other Party in writing as soon as possible of any changes, upon which the Parties shall amend this Annex 1 as soon as possible. Until such written notification, the contact details shall be deemed to be valid for the other Party and with such written notification, the contact details comprised therein shall replace the contact details of Annex 1 even before its amendment."</u></p>	9-nov	Note that Annex 1 REA also contains contact information of TenneT that is not to be changed by the Connected Party. Therefore mutual amendment is required.
311	REA	10.2	Amendments to the Annexes	<p>A reasonable notification period should be included. Thus, this Article should be rephrased as follows (including further minor wording amendments):</p> <p>"10.2 TenneT may unilaterally amend Annex 3 (Technical terms and conditions for the Platform) and Annex 4 (Technical requirements applicable for the connection of Offshore Power Park Modules) further to changes in European <u>and/or</u> Dutch legislation, or the European Codes, or the Codes <u>and/or</u> if the statutory duties as a TSO so require. TenneT shall notify <u>in advance - taking into account a reasonable notice period – in writing</u> the Connected Party of any such amendments, which notice will state the date from which the amended annex will take effect."</p>	9-nov	The aim of this Article 10.2 is to give previous notice of any changes to the Connected Party and to state when the amendments will take effect. Wording has been changed in order to state this more clearly. The extent to which a notice period can be given, will depend on the relevant change (in law). Addition: it is noted that the articles regarding changes to the Code or European Codes or such provision applying by operation of law have been clarified. For the purpose of clarity TenneT will revise the annex in accordance with the relevant change in the Code or European Code.
312	REA	11.2	Effect and term of this Realisation Agreement	<p>As a consequence of the above stated amendments to Articles 4.1 and 4.2, this Article needs to be rephrased as follows:</p> <p>"11.2 This Realisation Agreement remains in force until and including the date on which it has been determined in accordance with Article <u>4.2</u> that the Connection has been realised, without prejudice to Article 4.3."</p>	9-nov	This change has not been included as the preceding amendments have not been accepted.
313	Annex 2	Page 1	cos phi	Cos phi should be left out, as MVar requirements are dictated by RfG	9-nov	This has been adjusted: "MVA and cos phi" has been replaced by "MW".
314	Annex 2	Page 7 and 9	Switchgear on TenneT platform	QZ1, QA1, QZ2 and QC9 must be signalled to Connected Party (amongst others, for interlocking purposes).	9-nov	The drawings have been updated.
315	Annex 2	Page 9	Platform single line diagram	Platform single line diagram from the Connection Point up to the 220 kV cable connection point should be added here. It will allow the Connected Party to the whole set-up.	9-nov	This will be submitted as a separate Information leaflet, expected January 2016.
316	Annex 3	Page 10, section 2	66kV busbar	Does this mean that the 66 kV busbar will have two sections? How are these sections connected to the transformer? Please provide the overall single line diagram of the Platform (including 66 kV and 220 kV).	9-nov	This will be submitted as a separate Information leaflet, expected January 2016.
317	Annex 4	Page 15, section 1	PPM	Exclusion of article 2.1.3 (this article relieves WTG's from specific requirements) makes that PPM's have to comply to the same requirements as conventional production units. This means that PPM will have to comply to all current system code requirements as well as the RfG requirements. This is not acceptable for the Connected Party. Please amend.	9-nov	TenneT follows the RfG regulation, the requirements of the Dutch System Code are (or will be) in correspondence with the requirements of RfG. RfG describes the capabilities that OWF's have to comply with, the System Codes describes how the Installation operates within the transmission system. The compliance test requirements are excluded for OWF's. In the Annex, a number of RfG requirements is specified.

318	Annex 4	Page 17, section 3	Reactive current.	Please indicate levels on the positive Reactive current axis.	9-nov	The fast injection of reactive current (left part of the figure) is limited to the rated current, indicated by -1 pu. The absorption of reactive current in case of a fast voltage rise (positive x-axis) is limited by the generating unit. So no absolute value related to the current can be presented.
319	REA	12.3	General provisions	Wording error and missing alignment with Article 15.3 of the CTA, Article 12.3 should be amended as follows: "12.3 The Agreements contain all arrangements agreed between <u>the</u> Parties concerning the realisation of the Connection <u>and the transmission of electricity from and to the Installation</u> . All previous agreements and arrangements made by the Parties in relation to that subject matter are hereby cancelled."	9-nov	Agreed, wording has been changed.
320	REA	12.5	General provisions	The wording could be improved, furthermore also a conflict of the REA and the CTA needs to be safeguarded (such conflict cannot be fully excluded). Thus, the wording of Article 12.5 should be amended as follows: "12.5 In the event of a conflict <u>between</u> : (a) the terms of this Realisation Agreement and an Annex, the terms of this Realisation Agreement prevail; (b) the terms of this Realisation Agreement and the General Terms of Conditions, the terms of this Realisation Agreement prevail; and (c) the terms of an Annex and the General Terms of Conditions, the terms of the Annex prevail; (d) <u>the terms of this Realisation Agreement and the terms of the Connection and Transmission Agreement, the terms of this Realisation Agreement prevail.</u> "	9-nov	The first suggestion has been included. The second suggestion has not been included, because the REA and CTA cannot be in force at the same time.
321	REA	12.6	General provisions	This Article has a drafting error and should be rephrased as follows: "12.6 Where this Realisation <u>Agreement</u> refers to provisions of European or Dutch legislation or the European Codes or the Codes, in the event of a conflict: [...]"	9-nov	Agreed, this has been changed in the REA accordingly.
322	REA	12.9	General provisions	This Article should be aligned with the wording in Article 15.9 of the CTA as follows: "12.9 Nothing in this Realisation Agreement shall conflict with the Scenario. In the event of conflict between the Scenario and this Realisation Agreement (including its Annexes), the Scenario shall prevail. TenneT will inform the Connected Party of any <u>proposed</u> changes to the Scenario. In the event of a conflict between the provisions of <u>future</u> changes to the Scenario and this Realisation Agreement, Parties undertake to amend this Realisation Agreement in reasonable time to ensure this Realisation Agreement will be in line with the revised Scenario. If the relevant amended or new provision in the Scenario is not practicable because it is insufficiently detailed to implement the relevant amended or new provision, TenneT shall propose an amendment to this Realisation Agreement (including the date from which the amendment takes effect) to the Connected Party within three months after the relevant amended or new provision has been adopted, after which the Parties shall discuss the proposal in good faith. The Connected Party shall not withhold its consent to TenneT's proposal on unreasonable grounds."	9-nov	Wording has been aligned. However, it is the REA which had the correct wording: TenneT may not of any changes to the Scenario in advance (this is up to the Minister).
323	REA	13.1	Notices	This Article should be aligned with the wording in Article 16.1 of the CTA as follows: "13.1 Each Party shall notify the other Party and exchange information about operational matters <u>relating to this Realisation Agreement</u> in accordance with Annex 5 (Operational arrangements and exchange of information)."	9-nov	Agreed, this has been changed in the REA accordingly.
324	REA	13.3	Notices	This Article should be aligned with the wording in Article 16.3 of the CTA as follows: "13.3 Notices and other statements with legal effect in connection with Article 13.1 or Article 13.2 of this Realisation Agreement may only be given by way of a letter sent by regular or other mail, and at the recipient's place of residence, as most recently nominated in the Netherlands in accordance with this Article. Operational notices or statements in connection with Article 13.1 which do not have legal effect may also be given by email. Each statement must be <u>either</u> in the Dutch or English language. "	9-nov	Agreed, this has been changed in the REA accordingly.
325	Annex 5	Annex 5	SOC13-141	Please bring this procedure in line with SOC document (or vice versa). There is no EON, no ION1 no ION2 in SOC document. SoC by WPO before first WTG in operation is not possible according to SOC document. Are tests repeated for each WTG? Or are they performed at a park level? [company] cannot give its final comment until this work in progress its finished.	9-nov	SOC document will be updated to version 4. Tests are performed at park level, individual WTG data/parameters may be required for this.
326	REA	13.3	Notices	This Article should be aligned with the wording in Article 16.3 of the CTA as follows: "13.3 Notices and other statements with legal effect in connection with Article 13.1 or Article 13.2 of this Realisation Agreement may only be given by way of a letter sent by regular or other mail, and at the recipient's place of residence, as most recently nominated in the Netherlands in accordance with this Article. Operational notices or statements in connection with Article 13.1 which do not have legal effect may also be given by email. Each statement must be <u>either</u> in the Dutch or English language. "	9-nov	Agreed, this has been changed in the REA accordingly.
327	CTA	Recitals, lit. B	Various	It should be made clear in the wording that the operation of the Connection can also be done by a third party. Furthermore, the wording as amended as explained with regard to Recitals, lit. B of the REA to which it is referred. Thus, the wording should be amended as follows: "B the Connected Party operates the Installation <u>by itself or a third party</u> . The Installation is or will be connected to the Offshore Transmission System via the Connection for the purpose of transmitting the electricity generated or consumed by the <u>Installation</u> ."	9-nov	This change has not been accepted. The Connected Party is the contractual counterpart of TenneT and it is not necessary to include this as the Connected Party's (sub)contractors do not have more rights than the Connected Party itself. As mentioned in the answer to the REA feedback, to the letter, the second suggestion is (to the letter) correct. However, the Connected Party is the party operating the Installation and party to the contract.
328	CTA	Recitals, lit. C	Fit for purpose and phasing in and out of the agreements	It is important to implement that the Connection should be fit for its purpose and to take care of the proper phasing in and out of the agreements. For the reasoning we refer to our comments above to REA Recitals lit. D and Articles 2, 3.1 and 3.2. Thus, the wording should be amended as follows: "C the Parties have entered into a Realisation Agreement regarding the realisation of the Connection <u>fit for its purpose of transmitting the electricity generated or consumed by the Installation as basis for the execution of this Connection and Transmission Agreement</u> ;"	9-nov	See the answer to the feedback regarding the REA.
329	CTA		2 Purpose of this Agreement	Again, it has to be taken care that TenneT takes responsibility that the Connection is and will be fit for its purpose. Thus, the wording should be rephrased as follows: "TenneT and the Connected Party enter into this Connection and Transmission Agreement for the purpose of regulating their relationship with respect to <u>the operation of the Connection and the transmission of electricity by TenneT for the Connected Party whereas TenneT guarantees that the Connection is and will be fit for its purpose of transmitting the electricity generated or consumed by the Installation</u> ."	9-nov	See the answer to the feedback regarding the REA.
330	CTA	3.1	Transmission right and transmission capacity	With respect to the general register approach of TenneT and taking care of third parties as operators of the Connection, the wording should be amended as follows: "3.1 Transmission of electricity by TenneT for the Connected Party will take place pursuant to this Connection and Transmission <u>Agreement and/or due to the fact that the Connected Party, or a third party for the benefit of the Connected Party, is registered as program responsible party in the Connection Register in respect of the Connection</u> ."	9-nov	This change has not been accepted. The Connected Party is the contractual counterpart of TenneT and it is not necessary to include this as the Connected Party's (sub)contractors do not have more rights than the Connected Party itself. It is not necessary to include a reference to programme responsibility here.
331	CTA	3.3	Transmission right and transmission capacity	The wording needs to be further clarified, furthermore the name of Annex 1 needs to be amended (see above to REA, Article 3.6): "3.3 In its operation of the Connection, TenneT shall (once the Installation has been connected to the Offshore Transmission System) keep the Installation connected to the Offshore Transmission System <u>in accordance with Article 3.1</u> and shall ensure that the Connected Party will be able to receive at the Primary Connection Point a maximum quantity <u>and/or maximum capacity</u> of electricity that corresponds with the Contracted Transmission Capacity (as set out in Annex 1 (Details of the Connected Party <u>and TenneT</u>))."	9-nov	The name of Annex 1 to the REA and to the CTA have been aligned. The reference to Article 3.1 has not been included, because this is logical already, as Article 3.3 has been included after 3.1. The other change has not been accepted, only electricity can be fed in (physically), not capacity.

332	CTA	3.4	Transmission right and transmission capacity	Wording error, this Article should be amended as follows: "3.4 The Connected Party shall be entitled to feed <u>in</u> a maximum amount of electricity equal to the Feed-in Transmission Capacity into the Offshore Transmission System via the Connection."	9-nov	This is no wording error. The word 'in' can be found in the word 'into' (the Offshore Transmission System).
333	CTA	3.5	Transmission right and transmission capacity	The definition should be done jointly by the Parties, thus the wording should be amended as follows: "3.5 In addition to the Feed-in Transmission Capacity, the Connected Party shall be entitled to feed in a maximum amount of electricity equal to the Overplanting Capacity into the Offshore transmission System via the Connection. TenneT may any time curtail or restrict the Overplanting Capacity as long as this is in accordance with the provisions set out in Annex 3 (Technical Terms and Conditions for the Platform). TenneT will provide the actual cable conductor temperature measurements, the data format and frequency are to be defined in a later stage <u>jointly by the Parties</u> . The Connected Party acknowledges it cannot claim any rights under this Connection and Transmission Agreement in respect of the Overplanting Capacity or curtailment of any Overplanting Capacity."	9-nov	This is not to be defined jointly. TenneT will decide on the data format and frequency, but the Connected Party will be consulted (after concluding the CTA, not during the consultation process regarding the agreements).
334	CTA	3.6	Transmission right and transmission capacity	A wording error should be corrected, furthermore the wording should be clarified (see also Article 3.3 above): "3.6 In its operation of the Connection, TenneT shall (once the Installation has been connected to the Offshore Transmission System) keep the Installation connected to the Offshore Transmission System in accordance with article 3.1 and shall ensure that the Connected Party will be able to feed <u>in</u> into the Offshore Transmission System from the Installation at the Primary Connection Point, a maximum quantity <u>and/or maximum capacity</u> of electricity that corresponds with the Feed-in Transmission Capacity (but not including any Overplanting Capacity, to which Article 3.5 applies)."	9-nov	The word 'in' can be found in the word 'into' (the Offshore Transmission System). The other change has not been accepted, only electricity can be fed in (physically), not capacity.
335	CTA	4.1	The Connection	See the comments to Article 3.1 above, therefore the following amendments are necessary: "4.1 The Connected Party <u>and/or its contracted third party thereto</u> , will use the Connection to feed electricity into and/or receive electricity from the Offshore Transmission System in accordance with this Connection and Transmission Agreement <u>and/or due to the fact that the Connected Party, or a third party for the benefit of the Connected Party, is registered as program responsible party in the Connection Register in respect of the Connection.</u> "	9-nov	This change has not been accepted. The Connected Party is the contractual counterpart of TenneT and it is not necessary to include this as the Connected Party's (sub)contractors do not have more rights than the Connected Party itself. It is not necessary to include a reference to programme responsibility here.
336	CTA	4.4	The Connection	It is very important for the Connected Party that TenneT has to follow the standards of the TSO business from an objective point of view, not from a subjective point of view as currently drafted. Therefore, this Article needs to be amended as follows: "4.4 If <u>necessary for TenneT in accordance with the Dutch Electricity Act 1998 and from the perspective of an objective party being a TSO within the European Union</u> , TenneT may restrict or interrupt transmission a. for the purpose of executing its statutory duties; b. in connection with works carried out; or c. in the interest of safety."	9-nov	This change has not been accepted. This provision is in accordance with the onshore provisions and is already limited to specific grounds. In addition, TenneT is subject to regulation. It is noted that the Act already contains provisions which provide protection regarding unavailability.
337	CTA	4.5	The Connection	The notification obligations of TenneT need to be stricter with regard to the strong impact of scheduled and unscheduled interruptions. Thus, the wording of Article 4.5 should be amended as follows: "4.5 TenneT shall notify the Connected Party <u>without undue delay</u> in accordance with Annex 6 (Operational arrangements and exchange of information) of any scheduled or unscheduled interruption of the Offshore Transmission System, the Connection <u>and/or any other disturbance of the onshore grid</u> that affects the operability of the Installation. In the event of a scheduled interruption, TenneT and the Connected Party shall use their reasonable endeavours to coordinate the timing of this planned interruption."	9-nov	This change has not been accepted. TenneT can not be expected to do more than what is reasonable. It is noted that the Act already contains provisions which provide protection regarding unavailability. It is also noted that it is the availability of the Connection / Offshore Transmission System which is relevant to the Connected Party.
338	CTA	4.6	The Connection	With the same reasoning as given with regard to Article 4.5, the obligations of TenneT need to be stricter. Article 4.6 should therefore be rephrased as follows: "4.6 TenneT shall, to the <u>extent possible</u> take into account the operations of the Connected Party when carrying out the works referred to in Article 4.4(b). TenneT shall aim to schedule works in a manner that avoids that all export cables at the Platform are taken out at the same time."	9-nov	This change has not been accepted. TenneT can not be expected to do more than what is reasonable. It is noted that the Act already contains provisions which provide protection regarding unavailability.
339	CTA	4.7	The Connection	We assess it as a fair principle that TenneT should be liable for the consequences of an imbalance caused by any unplanned unavailability or unplanned curtailment of the Connection due to any actions or non-action of TenneT as it takes at least 70 minutes to restore a proper balance. Article 4.7 should therefore be amended as follows: "4.7 Any consequences of delay or unavailability of the Connection or the Offshore Transmission System will be solely governed by section 5.27 of the Act and no provision of this Connection and Transmission Agreement will reduce or extend the Connected Party's rights for compensation under the Act or give rise to contractual liability of TenneT in relation to delay or unavailability of the Connection or the Offshore Transmission System. <u>In view of the foregoing irrespective of any liability of TenneT, TenneT shall compensate the Connected Party for any imbalance occurred during the first 70 minutes of the imbalance following any unplanned unavailability or unplanned curtailment of the Connection due to any actions or non-action of TenneT.</u> "	9-nov	This change has not been accepted. TenneT is not extending or reducing the compensation to the Connected Party for unavailability which is provided pursuant to the Act.
340	CTA	5.1	Use of the Connection by the Connected Party	See Article 4.1, thus the wording should be amended as follows: "5.1 The Connected Party <u>and/or its contracted third party thereto</u> may not use any part of the Connection for transmission of electricity via the Offshore Transmission System before the following conditions precedent have been fulfilled by the Connected Party: [...]"	9-nov	This change has not been accepted. The Connected Party is the contractual counterpart of TenneT and it is not necessary to include this as the Connected Party's (sub)contractors do not have more rights than the Connected Party itself.
341	CTA	5.1 lit. d	Use of the Connection by the Connected Party	The wording should be clarified as follows: "d. the Connected Party has appointed a Balance Responsible Party <u>with full recognition</u> for the fulfilment of the Connected Party's obligations arising from the electricity system code (Systeemcode Elektriciteit), and the Connected Party has notified TenneT in writing of the name of the Balance Responsible Party;"	9-nov	This change has been accepted.
342	CTA	5.4	Use of the Connection by the Connected Party	This provision makes no sense in the CTA, it has above also been criticised to be superfluous in REA Article 3.8. Thus, Article 5.4 should be deleted.	9-nov	See the comment regarding the feedback on the REA.
343	CTA	6	The Installation	The wording should be clarified as follows: "The Connected Party shall comply with the requirements applicable to the Installation as set forth in Annex 4 (Technical requirements applicable for the connection of Offshore Power Park Modules) and any other requirements set out in this Connection and Transmission Agreement, the Scenario, European <u>and/or</u> Dutch legislation, <u>as well as</u> the European Codes <u>and/or</u> the Codes."	9-nov	See the comment regarding the feedback on the REA.
344	CTA	7.2	Metering devices and metering services	The information obligations of TenneT need to be improved for the benefit of the Connected Party, so that the Connected Party has sufficient information. This should be a fair principle of cooperation under the CTA. Thus, Article 7.2 should be amended as follows: "7.2 <u>Transmitted</u> electricity shall be metered in accordance with the provisions laid down in or pursuant to the electricity metering code (Meetcode Elektriciteit). <u>TenneT shall collect and validate metering data and based thereon determine the volume of the received electricity as well as the volume of electricity that has been feed in. TenneT shall provide the metering data to the Connected Party at the same time TenneT informs the Connected Party on the respective volumes of transmitted electricity.</u> "	9-nov	Metering responsibility remains with the individual party. Therefore this amendment is not applicable.
345	CTA	8.8 (new)	Tariffs, fees, costs and payment	It is standard that also applicable taxes etc. should be paid. Thus a new Article 8.8 should be implemented as follows: "8.8 (Eventual future) <u>taxes, charges and/or levies connected to an amount due by a Party are also to be paid by that Party unless agreed otherwise by the Parties in writing or due to applicable law or definite decision by a governmental body.</u> "	9-nov	TenneT agrees that Taxes should be paid. TenneT refers to Article 6.3 and 6.4 of the GTC.

346	CTA	9.3		See section 6.5 of the REA. The Connected Party should only be obliged to provide such information that is necessary for the Connection. There is no reason to further disclose any information, e.g. with regard to the erection of the Installation (except for such information is necessary for the realisation of the Connection), as such information is very business sensitive. Furthermore, the recording of any disputes is not necessary, but could drive the parties to not openly discuss any disputed matters. Therefore, this Article should be amended as follows: "9.3 The Connected Party and TenneT shall retain records and supporting documentation (including minutes of meeting) in order to document the realisation of the Connection, respectively, <u>at least</u> for the duration of this Realisation Agreement and the Connection and Transmission Agreement and two years thereafter. Each Party shall provide the other Party with copies of any such records and underlying documentation upon request and to the extent necessary for the realisation or operation of the Connection, or additionally, in the case of TenneT, for executing its statutory duties as a TSO."	9-nov	This change has not been accepted, as also information regarding the Installation could be relevant. Information exchange is already limited to when this is necessary. TenneT is bound to statutory and contractual confidentiality obligations. Information could be relevant for disputes, and this wording has therefore been included at the suggestion from OWFs.
347	CTA	9.7	Information exchange, access and operational matters	Drafting error, this Article should be amended as follows: "9.7 The Connected Party shall ensure that the room <u>on</u> the Platform that is designated for use by the Connected Party, is accessible by TenneT at all times to the extent necessary for TenneT for emergency or safety reasons."	9-nov	Agreed, this has been changed.
348	CTA	10	Insurance	See Article 7 of the REA. As a general comment, it should be considered and discussed with the insurance experts of TenneT and the participants of the expert meetings whether the minimum coverage shall also define a value per calendar year.	9-nov	TenneT has, after consultation with insurance experts, included a (minimum) insured sum of EUR 25 mio, for Third Party Liability, with an annual aggregate of EUR 50 mio. This refers only to the third party liability, not to contractual liability.
349	CTA	10.6 (new)	Insurance	See Article 7.6 (new) of the REA: "10.6 Any payment and/or receipt of compensation under or on behalf of such insurance shall not constitute recognition of any liability and/or responsibility in that respect and shall not have any effect on the rights and/or duties that Parties may have under this Connection and Transmission Agreement."	9-nov	This suggestion has not been included. Note that insurers normally take over the handling of a claim on behalf of their insured. So if the insurer accept liability on behalf of its client, this can be relevant for the liability of its client towards the other Party.
350	CTA	10.7 (new)	Insurance	See Article 7.7 (new) of the REA: TenneT has stated in the Joint Technical and Legal Expert Meeting on 9 November 2015 that the insurance requirements are a minimum standard and the Connected Party is free to take out a different insurance, for example a CAR/EAR insurance as long as the stated requirements are met. This should be clarified by implementing a new Article 10.7 as follows: "10.7 The insurance requirements according to this Article 7 are minimum requirements to be fulfilled by the Parties. The Parties may decide to take out further or different insurances comprising an insurance coverage meeting these minimum requirements."	9-nov	TenneT agrees with this statement, but sees no need to include this in the agreements.
351	CTA	11.2		Test at the Installation can and should only be done by the Connected Party as owner and responsible party, however with the necessary support of TenneT. Thus, this Article should be rephrased as follows: "11.2 <u>Upon request of TenneT and at the date agreed between the Parties, the Connected Party shall, with the necessary support by TenneT, perform</u> commissioning tests and compliance tests and simulations at the Installation in accordance with Annex 5 (Compliance Activities; applicable testing requirements)."	9-nov	This suggestion has not been included, because this is not what is meant in Article 11.2.
352	CTA	13.1	Amendments to the Annexes	See Article 10.1 of the REA. Annex 1 only comprises the contact details, therefore it is not necessary, nor is it helpful that the other Party has to confirm any wished amendments. Instead, a clear notification procedure needs to be implemented, also taking care, until when which contact details should be valid. Thus, Article 13.1 should be amended as follows (also taking care the new name of Annex 1 as stated above with regard to REA Articles 3.6 and 10.1): "13.1 Amendments to Annex 2 (Description and technical specifications of the Connection, including drawings), and Annex 5 (Operational arrangements and exchange of information) require written consent of both Parties. A Party shall notify the other Party in writing as soon as possible of any desired amendments. <u>In case of a change of contact details of one of the Parties as set out in Annex 1 (Contact Details of the Connected Party and TenneT), a Party shall notify the other Party in writing as soon as possible of any changes, upon which the Parties shall amend this Annex 1 as soon as possible. Until such written notification, the contact details shall be deemed to be valid for the other Party and with such written notification, the contact details comprised therein shall replace the contact details of Annex 1 even before its amendment.</u> "	9-nov	This suggestion has not been included, because this is not what is meant in this Article. See also the answer to the REA feedback.
353	CTA	13.2	Amendments to the Annexes	See Article 10.2 of the REA. Thus, this Article should be amended as follows: "13.2 TenneT may unilaterally amend Annex 3 (Technical terms and conditions for the Platform), Annex 4 (Technical requirements applicable for the connection of Offshore Power Park Modules), Annex 5 (Compliance Activities; applicable testing requirements) and Annex 7 (Regulated tariff sheet) further to changes in European <u>and/or</u> Dutch legislation, the European Codes, the Codes <u>and/or</u> if the statutory duties as a TSO so require. TenneT shall notify <u>in advance - taking into account a reasonable notice period - in writing</u> the Connected Party of any such <u>amendments, which</u> notice will state the date from which the amended annex will take effect.	9-nov	See the answer to the REA feedback. Addition: it is noted that the articles regarding changes to the Code or European Codes or such provision applying by operation of law have been clarified. For the purpose of clarity TenneT will revise the annex in accordance with the relevant change in the Code or European Code.
354	CTA	15.5	General provisions	See Article 12.5 of the REA. Thus, this Article should be amended as follows: "15.5 In the event of a conflict between: a. the terms of this Connection and Transmission Agreement and an Annex, the terms of this Connection and Transmission Agreement prevail; b. <u>the terms of this</u> Connection and Transmission Agreement and the General Terms of Conditions, the terms of this Connection and Transmission Agreement prevail; c. between the terms of an Annex and the General Terms of Conditions, the terms of the Annex <u>prevail</u> ; <u>and</u> d. <u>the terms of this Connection and Transmission Agreement and the terms of the Realisation Agreement, the terms of this Connection and Transmission Agreement prevail.</u> "	9-nov	Agreed on the first suggestion, this has been changed. The second suggestion has not been included, because the CTA and REA will not be in effect at the same time.
355	CTA	15.6	General provisions	Need to be aligned with Article 12.6 of the REA. Thus, this Article should be amended as follows: "15.6 Where this Connection and Transmission Agreement refers to provisions of European or Dutch legislation or the European Codes or the Codes, in the event of a conflict: a. references to European legislation or European Codes prevail over references to Dutch legislation or the Codes; b. references to European legislation prevail over references to the European Codes; and c. references to Dutch legislation prevail over references to the Dutch Codes. <u>in each case unless otherwise provided by law and save for additions, specifications or deviations allowed under the prevailing terms.</u> "	9-nov	Agreed, this has been changed.
356	CTA	15.8	General provisions	Drafting errors, this Article should be amended as follows: "15.8 In the event of a conflict between the provisions of future European or Dutch legislation or the European Codes or the Codes and this Connection and Transmission Agreement (including its Annexes), the Parties undertake to amend this Connection and Transmission Agreement in reasonable time to ensure this Connection and Transmission Agreement will be in line with the legislation or the European Codes or the Codes. If the relevant amended or new provision in the European or Dutch legislation or the European Codes or the Codes is not practicable because it is insufficiently detailed, to implement the relevant amended or new provision TenneT shall propose an amendment to this Connection and Transmission Agreement (including the date from which the amendment takes effect) to the Connected Party within three (3) months after the relevant amended or new provision has been adopted, after which <u>the</u> Parties shall discuss the proposal in good faith. The Connected Party shall not withhold its consent to TenneT's proposal on unreasonable grounds.	9-nov	Agreed, this has been changed.
357	GTC	n/a	General	The GTC quit often refers to Annexes to the REA and the CTA, however does not include the name of the relevant Annex. To avoid a wrong reference, this should be taken care of by implementing the relevant names.	9-nov	Noted references have been checked and where relevant, included.

358	GTC	2 (1)	Maintenance, inspection, replacement, relocation and removal of the Connection	<p>If the Connected Party is not consulted, it need to be informed asap on the measures and the reason of not being consulted, as the non-consultation comprises severe financial risks for the Connected Party.</p> <p>"1. Unless and to the extent any of the Agreements provides otherwise, the Connection shall be maintained, tested, replaced, relocated, and/or removed exclusively in accordance with Annex 2 to the Connection and Transmission Agreement (<u>Description and technical specifications of the Connection, including drawings</u>) by and at the expense of TenneT. TenneT shall consult the Connected Party on this beforehand, unless the situation precludes prior consultation. <u>In the latter case, TenneT will notify and inform the Connected Party on the taken measures and the reasons that have led to not consulting the Connected Party without undue delay.</u>"</p>	9-nov	The current Article is in line with the Codes and the onshore practice (re unexpeted unavailability). It is noted that the Act already contains provisions which provide protection regarding unavailability.
359	GTC	4 (1)	Rights and obligations	<p>As the interests of the Connected Party could be infringed, its consent is a necessary requirement. A consultation cannot safeguard the reasonable interests of the Connected Party. Therefore, Article 4 (1) should be amended as follows:</p> <p>"1. If TenneT, on behalf of the Connected Party or third parties, intends to</p> <p>(i) install power lines, realise connections and/or create branches from pre-existing connections; or</p> <p>(ii) operate, maintain, enlarge, modify or remove such power lines, connections and/or branches,</p> <p>TenneT shall consult with the Connected Party about its intentions if execution of these intentions could affect the Connection. <u>Any execution shall need the written consent of the Connected Party, which shall not unreasonably withheld.</u>"</p>	9-nov	This change has not been accepted. This provision is in accordance with the onshore provisions and concerns activities which fall under TenneT's responsibility.
360	GTC	4 (2)	Rights and obligations	<p>The agreement should be in writing for a proper documentation as the matter is very important for both Parties. Article 4 (2) should be amended as follows:</p> <p>"2. If it cannot reasonably be avoided that a cable of the Connected Party and a cable that is part of the Offshore Transmission System cross, the Parties shall consult in good faith and make arrangements about the cable crossing(s). Neither Party shall install the cable referred to in the previous sentence until the Parties have reached <u>written</u> agreement on the installation."</p>	9-nov	Agreed, this has been changed.
361	GTC	5	Transfer of rights and obligations	<p>It should be safeguarded, that only a transfer to a European TSO does not need the prior written consent. Thus, the wording should be amended as follows:</p> <p>"1. <u>Unless otherwise provided in this Article, a transfer by a Party</u> of its rights or obligations under any of the Agreements requires prior written consent <u>of the other Party</u>. Such consent shall not be unreasonably withheld.</p> <p>2. TenneT may transfer its legal relationship with the Connected Party under any of the Agreements to a TSO <u>within the European Union</u>, provided that TenneT guarantees the fulfilment of the obligations by that third party pursuant to the respective Agreement. <u>By signing the Agreements, the Connected Party grants its authorization in advance for such transfer.</u>"</p>	9-nov	1) Agreed, this has been changed in the GTC. 2) This first suggestion has not been included. TenneT refers to the definition of TSO (article 1, GTC). This second suggestion has not been included, because everything stated in the agreements can only become effective by signing the agreements.
362	GTC	6 (3), (4) and (8)	Invoicing and payment	<p>This provision should be applicable to both Parties. Furthermore, a definite decision of a governmental body or court should also be taken into account. Therefore, the wording should be amended as follows:</p> <p>"3. All amounts, tariffs and fees included in or referred to in the Agreements are exclusive of Taxes, if any, unless explicitly stated otherwise. If any Tax is chargeable (other than by way of reverse charge) on or in connection with the delivery of any services or products under the Agreements, <u>the Party that owes the due and invoiced amounts</u> shall pay the (future) Taxes, unless prohibited by law <u>or a definite decision of a governmental body or court.</u></p> <p>4. Any sum payable or otherwise due under the Agreements shall be paid free and clear of all Tax Deductions except as required by law <u>or a definite decision of a governmental body or court.</u></p> <p>8. The Parties may not set-off receivables against payables under one of the Agreements based on section 6:127 et seq of the DCC, except in the case of a set-off in bankruptcy or suspension of payments under section 53 or section 234 of the Dutch Bankruptcy Act (Faillissementswet)."</p>	9-nov	The proposed change has not been accepted as TenneT does not have specific payment obligations under the Agreements and "by law" already includes decisions from government bodies and judgments (those should be based on the law).
363	GTC	8		<p>There could also be legal duties for the Connected Party to keep the Proprietary Information. Thus the wording should be amended as follows:</p> <p>"All drawings, specifications, worksheets, reports, designs, models and other tangible and intangible proprietary information including all associated intellectual property rights, provided by a Party to the other Party for the realisation of the Connection and/or made available by a Party in connection with the construction works to be performed by the other Party shall, unless the information is or becomes part of the public domain other than as a result of any breach of the Realisation Agreement or the Connection and Transmission Agreement or both (the "Proprietary Information"), remain the exclusive property of the first Party and will be returned to the first Party upon completion or termination of the Agreements or upon the first party's request, <u>unless a Party has a legal duty to keep this Proprietary Information</u>. The Parties acknowledge and agree that the first party is the owner and/or creator of the Proprietary Information."</p>	9-nov	Agreed, this has been changed accordingly.
364	GTC	9 (1)	Other rights and obligations	<p>The standard for TenneT's diligence should be high due to the fact that the Connected Party cannot select the party to erect the Connection. Therefore, this section should be amended as follows:</p> <p>"1. TenneT shall execute the Agreements with the care that may be expected of <u>a professional and conscientious TSO within the European Union</u>. In particular, TenneT shall take all <u>measures necessary</u> to prevent the Connected Party from being inconvenienced or harmed unnecessarily or disproportionately by works carried out."</p>	9-nov	This change has not been accepted. This provision is in accordance with the onshore provisions. In addition, the regulation already provides for safeguards that TenneT performs its activities in accordance with all applicable requirements. Finally, TenneT is subject to supervision by the authorities.
365	GTC	9 (2) and (3)	Other rights and obligations	<p>The right to engage third parties should be the same for both sides. Furthermore, the stated information requirement of the Connected Party with regard to engaging third parties is far too broad and could lead to an information obligation for any third party performing tasks in relation to the Agreements, e.g. freelancers, security personal etc. Therefore, Article 9 (2) should be amended as follows:</p> <p>"2. <u>The Parties have</u> the right to engage third parties for the fulfilment of <u>the</u> obligations and exercising <u>the</u> rights towards the <u>other Party</u>. <u>Such Party</u> is responsible for the acts and omissions of such third parties engaged by it.</p> <p>Article 9 (3) should be deleted.</p>	9-nov	This suggestion has not been included. Both Parties have the right to include third parties and are responsible for the acts and omissions of such third parties engaged by it. For third parties engaged by the Connected Party, TenneT referred for the sake of completeness to requirements that also apply to the Connected Party itself.
366	GTC	9 (4) lit. a	Other rights and obligations	<p>For a successful realisation and operation of the Installation, it is very important to be provided with sufficient information. Therefore, this Article 9 (4) lit. a should be amended as follows:</p> <p>"a. <u>timely providing the other Party with all information, data and decisions required for the proper commissioning, use or operation of the Connection, the Offshore Transmission System, the connection to the onshore grid and/or the Installation;</u>"</p>	9-nov	This change has been accepted, it being noted that TenneT operates the Offshore Transmission System / the connection to the onshore grid. Information on this will only be provided to the Connected Party if this is necessary in relation to its activities (i.e. constructing and operating the Installation).
367	GTC	10	Suspension	<p>The suspension right should be excluded to the utmost possible to avoid any disputes on progress or fulfilling the obligations under the Agreements to have a negative impact on the realisation and operation of the Connection. Therefore, Article 10 should be amended as follows:</p> <p>"In the event of noncompliance by a Party of <u>its obligations</u> under the Realisation Agreement or the Connection and Transmission Agreements or both, the other Party may not suspend any of its obligations under the Realisation Agreement or the Connection and Transmission Agreements or both within the meaning of section 6.1.8 (Right of suspension (Opschortingsrechten)) of the DCC."</p>	9-nov	This suggestion has not been included. The article refers to 'financial obligations'. In case of noncompliance of other obligations by a Party, the other Party may suspend its obligations within the meaning of section 6.1.8 DCC.
368	GTC	11 (1)	Liability and compensation	<p>To avoid any misunderstandings, it should be made clearer in the wording that the liability of TenneT is only limited to the statutory provisions of the Act in case of delay of the Connection and its non-availability. Thus, Article 11 (1) should be amended as follows:</p> <p>"1. To the extent damage suffered by the Connected Party is the result of a cause listed in the statutory damage compensation rules of section 5:27 of the Act or legislation or decisions adopted pursuant to section 5:27 of the Act, TenneT's liability shall be limited to the Connected Party's rights under the aforementioned statutory damage compensation rules, irrespective of whether the damage is in fact compensated under those rules. <u>In any other case, TenneT's liability is not limited, unless otherwise provided in the Agreements and these General Terms and Conditions.</u> These General Terms and Conditions shall not prejudice or affect the statutory damage compensation rules of section 5:27 of the Act or legislation or decisions adopted pursuant to section 5:27 of the Act or give rise to contractual liability of TenneT in relation to delay or unavailability of the Connection or the Offshore Transmission System."</p>	9-nov	This change has not been accepted. This wording could lead to misunderstanding as it may suggest that TenneT's liability is not limited, whereas there are liability caps for both TenneT and the Connected Party. In addition, it is necessary to state that a party's liability is not limited, unless determined otherwise.
369	GTC	11 (2)	Liability and compensation	<p>See above to Article 4.7 of the CTA. Thus, Article 11 (2) should be amended as follows:</p> <p>"2. Without prejudice to Article 11.1, TenneT shall not be liable for damage arising due to a voltage management disruption (including voltage dips and transients), <u>unless such disruption derives from an unplanned maintenance, unavailability or curtailment of the Platform, Connection and/or Offshore Transmission System.. In such case irrespective of any liability of TenneT, TenneT shall compensate the Contracted Party for any imbalance occurred during the first 70 minutes of the imbalance following any unplanned unavailability or unplanned curtailment of the Connection due to any actions or non-action of TenneT.</u>"</p>	9-nov	This change has not been accepted. TenneT is not extending or reducing the compensation to the Connected Party for unavailability which is provided pursuant to the Act.

370	GTC	11 (3)	Liability and compensation	Any other damage than property damage and personal injuries should also be compensated, however all damages limited by a liability cap. This is a fair and simple concept. Furthermore, a second liability cap per calendar year should be introduced. Therefore, Article 11 (3) should be amended as follows: "3. <u>Unless provided otherwise in the Agreements and without prejudice to Article 11.1, the Parties' liability in connection with the Agreements shall be limited to a maximum of € [●] (in words: [●] euro) per incident and to a maximum of € [●] (in words: [●] euro) per calendar year.</u> "	9-nov	This suggestion has not been included, because this concept is not what is envisaged. TenneT refers to Article 11.3. Note that TenneT did include a liability cap in Article 11 and include the possibility for a Party's liability for additional costs of the other Party for temporary measures because of non-compliance.
371	GTC	11 (6)	Liability and compensation	The current wording is too strict as there can be situations, where the respective Party has no knowledge on the incident or the damage. To exclude a liability in such cases would be unfair for the respective Party. Therefore, Article 11 (6) should be rephrased as follows: "6. A Party shall submit any claims under the Agreements to the other Party ultimately within one year of <u>the date on which it has knowledge about the incident or occurrence</u> of the alleged breach of the other Party's obligations under the Agreements <u>and of the damage caused by such incident or occurrence</u> , in the absence of which any right to claim compensation lapses."	9-nov	Wording of Article 11.6 has been changed, to make clear that the period of one year starts at the moment of knowledge or if the party should have had knowledge. TenneT refers to the new wording of 11.6.
372	GTC	12 (1)	Confidentiality	The current draft still comprises square brackets, please make the reference clear and final.	9-nov	Agreed, this has been changed.
373	GTC	12 (3)	Confidentiality	This Article should be synchronized with Article 12 (2) with the following amended wording: "3. Without the other Party's prior written permission, a Party shall not disclose the Confidential Information to third parties <u>other than the third parties as set out in Article 12 para. 2 above</u> , except if required by statutory law or by any competent judicial or regulatory authority."	9-nov	Agreed, this has been changed.
374	GTC	14 (2) lit. b	Termination and cancellation	It is understandable that TenneT would like to safeguard a blocking of capacity by a Connected Party although the Connected Party has given up the business of the Installation. However, as the consequence of a termination by TenneT is very heavy for the Connected Party (and could lead to its bankruptcy), this provision has to include a period that is long enough to take care of different possible items. Therefore, this Article should be amended as follows: "b. the Wind Farm Permit has been withdrawn or lapsed or the Connected Party for any other reason has ceased to feed electricity into the Offshore Transmission System through the Connection for a period of at least <u>six (6) months</u> , after the Connected Party has started feeding in electricity, unless this is due to technical problems of the Installation which are not unlikely to be remedied within a reasonable period of time; or"	9-nov	Agreed, this has been changed.
375	GTC	14 (3) lit. a and b	Termination and cancellation	The mentioned cases should be valid for both Parties. Thus, this Article should be amended as follows: "3. In addition to the occurrences listed in Article 14.2 and without prejudice to section 6:83 of the DCC, <u>a non-defaulting Party</u> also has the right to terminate (ontbinden) any of the Agreements with immediate effect and without further notice of default, if: a. after having been served with a notice of default affording a reasonable time for redress, the <u>defaulting</u> Party fails to fulfil its payment obligations under any of the Agreements within the time afforded in the notice of default; b. after having been served with a notice of default affording a reasonable time for redress, the <u>defaulting</u> Party fails to fulfil its obligations other than payment obligations under the relevant Agreement within the time afforded in the notice of default, and the seriousness of such failure justifies dissolution in the interests of the safety of people and property or the safety and/or reliability of the public electricity supply;"	9-nov	The proposed change has not been accepted as (a) TenneT does not have specific payment obligations under the Agreements and (b) the provision regarding safety and security is linked to TenneT's position as a TSO. Also under the onshore GTC these termination ground apply to TenneT only.
376	GTC	16 (2) and (3)	Departures from and amendments to the General Terms and Conditions	It is not acceptable that the GTC can be unilaterally be amended by TenneT. Therefore, Article 16 (2) and (3) should be deleted.	9-nov	Given that the GTC are to apply non-discriminatory to all 5 platforms (and several different OWFs may be involved) it must be possible for TenneT to amend the GTC. Any such chances are subject to a consultation process. This in line with the onshore GTC.
377	Annex	Annex 5		In annex 5 of the CTA (compliance activities), Table 2 contains a list of 14 scenarios to be used in load flow calculations. Scenario 7 and 8 seem to be identical. Is that correct?	23-nov	There is a typo in the table 2 of annex 5 of the CTA. In row 8 is written: "Q/Pmax=-0.10", this should be "Q/Pmax=-0.40." This will be corrected.