

Overview consultation October Offshore Legal framework (legal sessions)_20151028

nr.	Document	Article	Topic / provision	Feedback OWFs	Date	Point of view TenneT
	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.
	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.
	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.
	General	General	Balance Responsible Party	The TenneT agreements always refer to the Balance Responsible Party in the singular but does this does 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.
	General	General	Costs charged to Connected Party	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.
	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.
	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).
	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.
	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).
	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).
	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.
	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.

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.
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.
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.
REA	Whereas	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.
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).
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.
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.
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.
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-okt	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.
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.	27-okt	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.
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.
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.

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.
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.
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.
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.
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.
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)
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.
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).
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.
REA	4.1 A	Definition 'ready'	A clear definition for "ready" is desirable (for both parties)	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).
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.
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.	27-okt	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.
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.
REA		5 Allocation of costs incurred by TenneT in relation to OWPs activities on the platform during the realisation phase.	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	TenneT refers to the presentation and report of the meeting of 9 November 2015, during which an indication has been given of the expected costs onshore.
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.

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	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 of the expected costs onshore.
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.
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	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 of the expected costs onshore. Further, TenneT has updated Annex 5 to the CTA (compliance testing).
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.
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.
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-okt	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.
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'.
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.
REA	6.7	Access to Designated Room by TenneT	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-okt	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.
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
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-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.
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.
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-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.
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.
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.

REA	11.2	Termination of this Realisation Agreement	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).
REA	11.2	Delivery Connection	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).
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.
REA and CTA	General	OWF specific 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 interpret part of an annex. The protection topic has been complemented in the Annex.
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>Energisaton 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.
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.
CTA		Overplanting capacity	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).
CTA		2 Purpose of the agreement	Delete: desire to [this is not a letter of intent]	27-okt	These words have been deleted.
CTA	3.4	Feed-in Transmission 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.

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).
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).
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.	27-okt	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.
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.
CTA	4.4	restriction / interruption transmission	Should be agreed upon by both Parties for procedures, time schedules, conditions, etc.	27-okt	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.
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.
CTA	4.5	restriction / interruption transmission	Should be agreed upon by both Parties for procedures, time schedules, conditions, etc	27-okt	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.
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.
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.
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.
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.
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.
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.	27-okt	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.
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.

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.
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.
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.
CTA	6	Installation	REA should be CTA	27-okt	Agreed and changed accordingly.
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.
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-okt	(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 responsibility", (iv) TenneT refers to the annex (2 CTA) and the Codes for more information on metering, (v) the annexes have been updated.
CTA	7.4	power quality monitoring	Please define "power quality monitoring"	23-okt	See revised article, now including reference to the Dutch grid code.
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.
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.
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-okt	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.
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.
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?	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.
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.
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.
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 crisis centre).	27-okt	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.
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.
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.

CTA	13.2	amendments	Amendments who influence the production or Installation, must be approved by the Connected Party.	27-okt	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.
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?	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).
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.
CTA	15.7	amendment	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	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.
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.
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.
GTC	General	Definition Connection Point	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.
GTC		1 Definition of Overplanting Capacity	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	The definition has been changed in the new draft.
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-okt	TenneT refers to the updated Annex 5 to the CTA regarding compliance testing.
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-okt	How much time TenneT needs will depend on the scope of the relevant defect.
GTC	2.4	tariffs	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.
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.
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-okt	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.
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.
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.
GTC	4.2	costs cable crossings	What will be done with the costs? 50/50?	27-okt	As mentioned in the GTC, the Parties shall consult in good faith and make arrangements, including on costs.
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.
GTC	6.7	Other 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).
GTC	6.8	No set-off	Please make the prohibition to set off mutual.	27-okt	This has not been changed, the article is in line with TenneT's onshore practice.

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-okt	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.
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.
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).
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?	27-okt	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. Article 11.8 has not been changed in a way to include the parties mentioned in the feedback. TenneT does not see how other parties than the ones already mentioned could be liable; the holding of exclusive rights as such would not lead to liability.
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.
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.
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.	27-okt	An article on suspension has been included again. This entails that there will be no suspension for financial obligations.
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).
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.

GTC	14.2	Termination by TenneT	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-okt	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 four 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.
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.		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.
GTC	14.3	Termination	Other party will be informed.	27-okt	The Connected Party will be informed, but will not be send a further notice of default.
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-okt	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.
GTC	14.2 b	Termination	When temporary for any reason, etc.?	27-okt	Wording in article 14.2(b) has been changed, stating that it should be a period of at least four 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.
GTC	15 b	Loss BRP	Period of two Business days is not reasonable. To be agreed upon by both parties.	27-okt	This paragraph is in accordance with current onshore regulation as stipulated in the system code (<i>Systeemcode</i>) chapter 3.1.
GTC	15 c	Loss BRP	Within and for what period? To be agreed upon even so by both parties.	27-okt	This applies during the period in which the Connected Party no longer has a BRP appointed.
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.
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-okt	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.
GTC	17.2	Dutch version	Please note that we have not been given the opportunity to comment the Dutch versions.	23-okt	Noted. The Dutch versions are expected to be published on 13 November. You will be given the opportunity to comment.