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## **Connection and Transmission Agreement**

**for a connection at:**

**[Name of offshore Platform]**

**for the wind farm:**

[Name of wind farm]

Connection and Transmission Agreement made by and between:

**TenneT TSO B.V.**

and

[ ]

Dated: [ ]

# Table of Contents

1. Definitions and interpretation .....	4
2. Purpose of this Agreement .....	4
3. Transmission right and transmission capacity .....	4
4. The Connection .....	5
5. Use of the Connection by the Connected Party .....	6
6. The Installation .....	6
7. Metering devices and metering services .....	7
8. Tariffs, fees, costs and payment .....	7
9. Information exchange, access and operational matters .....	8
10. Applicable technical regulations and compliance testing .....	9
12. Amendments to the annexes .....	10
13. Effect and term of this Connection and Transmission Agreement .....	11
14. General provisions .....	11
15. Notices .....	12
16. Costs .....	13

## Annexes:

<b>Annex 1</b>	Details of the Connected Party	15
<b>Annex 2</b>	Description and technical specifications of the Connection, including drawings	15
<b>Annex 3</b>	Technical terms and conditions for offshore installations	15
<b>Annex 4</b>	Technical requirements applicable for the connection of Offshore Power Park Modules	15
<b>Annex 5</b>	Compliance Testing Requirements	15
<b>Annex 6</b>	Operational arrangements and exchange of information	15
<b>Annex 7</b>	Regulated tariff sheet	15

# Connection and Transmission Agreement

## The undersigned:

1. TenneT TSO B.V., having its registered office and place of business at Utrechtseweg 310, Arnhem, the Netherlands ("TenneT"),

and

2. [ ], having its registered office at [ ] and place of business at [ ], [ ] (the "Connected Party"),

the parties to this Connection and Transmission Agreement are hereinafter referred to jointly as the "Parties" and each a "Party".

## Whereas:

- A TenneT is the TSO for electricity in the Netherlands as well as the TSO for the Offshore Transmission System;
- B the Connected Party operates the Installation. 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 Connected Party;
- C the Parties have entered into a Realisation Agreement regarding the realisation of the Connection;
- D the Parties wish to lay down in this Connection and Transmission Agreement the terms and conditions governing the Connection and the transmission of electricity by TenneT for the Connected Party.

**The Parties hereby agree as set forth below:**

## **1. Definitions and interpretation**

- 1.1 In this Connection and Transmission Agreement, capitalised words have the meanings assigned to them in Article 1 of the TenneT General Terms and Conditions for Connection and Transmission of Offshore Electricity 2015, including Realisation Conditions (the "General Terms and Conditions")
- 1.2 Headings have been inserted for convenience of reference only and do not affect the interpretation of any provision of this Connection and Transmission Agreement.

## **2. Purpose of this Agreement**

TenneT and the Connected Party desire to enter into this Connection and Transmission Agreement for the purpose of regulating their relationship with respect to the Connection and the transmission of electricity by TenneT for the Connected Party.

## **3. Transmission right and transmission capacity**

- 3.1 Transmission of electricity by TenneT for the Connected Party will take place pursuant to this Connection and Transmission Agreement.

### Offtake

- 3.2 The Connected Party shall be entitled to receive a maximum amount of electricity from the Offshore Transmission System equal to the Contracted Transmission Capacity via the Connection.
- 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 and shall ensure that the Connected Party will be able to receive at the Primary Connection Point a maximum quantity of electricity that corresponds with the Contracted Transmission Capacity (as set out in Annex 1 (Details of the Connected Party)).

### Feed in

- 3.4 The Connected Party shall be entitled to feed a maximum amount of electricity equal to the Feed-in Transmission Capacity into the Offshore Transmission System via the Connection.
- 3.5 TenneT intends to provide the Connected Party with the Overplanting Capacity, unless the Connected

Party has indicated it does not want to use any Overplanting Capacity. Such Overplanting Capacity is only provided under the condition TenneT deems such Overplanting Capacity technically feasible at that time. 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.

- 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 and it shall ensure that the Connected Party will be able to feed into the Offshore Transmission System from the Installation at the Primary Connection Point, a maximum quantity of electricity that corresponds with the Feed-in Transmission Capacity (but excluding any Overplanting Capacity).

#### **4. The Connection**

- 4.1 The Connected Party 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.
- 4.2 The details of the Connected Party are set forth in Annex 1 (Details of the Connected Party).
- 4.3 Annex 2 (Description and technical specifications of the Connection, including drawings) sets forth (i) the transmission details, (ii) the technical description and diagrammatic representation of the Connection on the Platform, (iii) the diagrammatic representation of the Connection Points and (iv) other relevant details relating to the Connection.
- 4.4 If deemed reasonably necessary by TenneT, 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.
- 4.5 TenneT shall notify the Connected Party as soon as reasonably possible in accordance with Annex 6 (Operational arrangements and exchange of information) of any scheduled or unscheduled interruption of the Connection 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.
- 4.6 TenneT shall, to the extent reasonably possible 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.
- 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 affect or extend the Connected Party's rights for compensation under the Act or give rise to contractual liability in relation to delay or unavailability of the Connection or the Offshore Transmission System.

## 5. Use of the Connection by the Connected Party

- 5.1 The Connected Party may not use any part of the Connection before the following conditions precedent have been fulfilled by the Connected Party:
- a. the Connected Party has concluded a supply agreement (*leveringsovereenkomst elektriciteit*) for its electricity consumption at the Connection with a supplier of electricity and the Connected Party has notified TenneT in writing of its supplier's name;
  - b. the Connected Party has appointed an Acknowledged Metering Responsible Party in accordance with Article 7.3 of this Realisation Agreement and with section [1.2.3.5] of the electricity metering code (*Meetcode Elektriciteit*) for the Parties' obligations arising from the electricity metering code (*Meetcode Elektriciteit*);
  - c. the Connected Party has notified TenneT in writing of the name of the Person Responsible for the Installation;
  - d. the Connected Party has appointed a Balance Responsible Party for the fulfilment of the Connected Party's obligations arising from the system code (*Systeemcode Elektriciteit*), and the Connected Party has notified TenneT in writing of the name of the Balance Responsible Party;
  - e. the Connected Party has satisfied the requirements (including successfully completing the commissioning tests and compliance tests and simulations) set forth in Annex 4 (Technical requirements applicable to the Installation); and
  - f. either (i) the Connected Party or (ii) its supplier of electricity, the Balance Responsible Party and the Person Responsible for the Installation, has or have notified TenneT in writing of all relevant details in accordance with the Codes.
- 5.2 The Connected Party shall, in accordance with the information code (*Informatiecode*), fulfil the conditions precedent sub a-d of Article 5.1 no later than one (1) month before the Connected Party wishes to use any part of the Connection.
- 5.3 The condition precedent sub e of Article 5.1 also applies in relation any inter-array cables connected after the Connected Party has commenced using any part of the Connection.

## 6. The Installation

The Connected Party shall comply with the requirements applicable to the Installation as set forth in Annex 4 (Technical requirements applicable to the Installation) and any other requirements set

out in this Realisation Agreement, the Scenario, European or Dutch legislation, the European Codes or the Codes.

## 7. Metering devices and metering services

- 7.1 TenneT shall maintain, replace, relocate and/or remove the primary part of the Metering Device at its own cost.
- 7.2 The volume of transmitted electricity shall be metered in accordance with the provisions laid down in or pursuant to the electricity metering code (*Meetcode Elektriciteit*).
- 7.3 The metering on behalf of the Parties shall be performed by the Acknowledged Metering Responsible Party at the primary Connection Point as defined and shown in the diagrammatic representation set forth in Annex 2 (Description and technical specifications of the Connection, including drawings). The Parties will jointly select and each appoint the Acknowledged Metering Responsible Party. Each Party shall provide all necessary support and cooperation to the appointed Acknowledged Metering Responsible Party at any time.
- 7.4 TenneT is entitled to perform power quality monitoring for its own account at the Connection or at the Platform.

## 8. Tariffs, fees, costs and payment

- 8.1 The Connected Party shall pay TenneT the applicable regulated tariffs and regulated fees pursuant to Chapter [6] of the Act for TenneT's regulated services, including but not limited to any tariffs within the meaning of section [6.6] of the Act as determined by the ACM in connection with electricity consumed or any regulated tariffs or regulated fees for feeding in electricity which may be introduced in the future.
- 8.2 [In addition to the tariffs and fees referred to in Article 8.1, the Connected Party shall fully reimburse TenneT for its costs of commissioning tests and compliance tests and simulations referred to in Article 5.1(e) and 11.2, costs regarding compliance activities (including review of the Installation's specifications and witnessing) by a third party and costs related to the access referred to in Article 9.6.] **[Drafting note:** applicability of other costs/tariffs/fees (in addition to regulated tariffs/regulated fees referred to in Article 8.1) to be determined after consultation with the Ministry of Economic Affairs and ACM.]
- 8.3 For performing the metering services, the Acknowledged Metering Responsible Party will invoice TenneT and the Connected Party, respectively, in accordance with the division set out below:
- (i) TenneT shall pay the costs for the metering services by the Acknowledged Metering Responsible Party on the primary part of the Metering Device; and
  - (ii) the Connected Party shall pay the costs for the metering services by the Acknowledged

Metering Responsible Party to the extent they regard the Connected Party's obligations under the metering code (*Meetcode Elektriciteit*) or are otherwise performed for the purposes of the Connected Party.

- 8.4 TenneT shall invoice the tariffs, fees and costs referred to in Article 8.1 and 8.2 to the Connected Party in accordance with Article 6 of the General Terms and Conditions.
- 8.5 For information purposes TenneT prepares a list of regulated tariffs and regulated fees in the form of the List of Tariffs. The current List of Tariffs is attached as Annex 8 (Regulated tariff sheet). TenneT will update the List of Tariffs in case the regulated tariffs or regulated fees change. In the event of a conflict between the List of Tariffs and a Tariff Decision, the Tariff Decision shall prevail.
- 8.6 At the request of TenneT, the Connected Party shall provide TenneT with all details necessary for TenneT to determine the applicable tariffs, fees and costs owed by the Connected Party (including all details required under the electrify tariffs code (*Tarievencode elektriciteit*)).

## **9. Information exchange, access and operational matters**

- 9.1 TenneT will set up a project working group in which TenneT, the Connected Party and any other wind farm operator who will be granted a connection at the Platform will participate and which will convene regularly to discuss operational matters and planning. The Parties and the other wind farm operator(s) will jointly prepare written rules governing the proceedings within the project working group, including the protection of confidential information and compliance with competition law. Each Party and any other wind farm operator(s) may invite contractors to attend project working group meetings.
- 9.2 The Connected Party and TenneT shall retain records and supporting documentation in order to document the operation of the Installation and the Connection, respectively, for the duration of this 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 Installation or the Connection, respectively or additionally, in the case of TenneT, for executing its statutory duties as a TSO.
- 9.3 In order for TenneT to comply with the reporting obligations of section 14(1)(d) (forecast generation data) and section 16(1)(c) (actual generation data) of Commission Regulation (EU) No 543/2013 of 14 June 2013 on submission and publication of data in electricity markets and amending Annex I to Regulation (EC) No 714/2009 of the European Parliament and of the Council, it is understood that TenneT is entitled to use the actual generation data from the connected party also for transparency purposes. The Connected Party shall ensure that the forecast generation data will be submitted as transmission prognoses (*transportprognose*) to TenneT on a quarterly hour basis, using the format data sheet that TenneT will provide for.



- 9.4 At the request of the Connected Party TenneT shall provide the Connected Party with information it possesses which is necessary for the Connected Party to comply with the SDE+-Subsidy and Wind Farm Permit or to apply for compensation under section [5.27] of the Act.
- 9.5 Each Party shall provide accurate and complete information to the other Party insofar as the accuracy and completeness of such details can be verified by the Party providing the information.
- 9.6 The Connected Party shall ensure that any space on 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.
- 9.7 Access to the Platform and any other operational matters will be dealt with between the Parties in accordance with Annex 6 (Operational arrangements and exchange of information).

## 10. Insurance

[Drafting note: insurance provisions to be discussed on 16 October.]

- 10.1 The Connected Party shall take out CAR insurance at its own cost that covers the risks in relation to the works it carries out in relation to the Installation (including connecting cables to the Platform and works carried out on the Platform), including works performed by the parties engaged by it. The insurance will have a minimum coverage of € [●] (in words: [●] euro) per incident.

## 11. Applicable technical regulations and compliance testing

- 11.1 Unless explicitly provided otherwise in Annex 3 (Technical terms and conditions for offshore connection platforms) or Annex 4 (Technical requirements applicable to the Installation), the Codes apply *mutatis mutandis* to the Connection. Once provisions of European Codes or Codes apply to the Connection, those provisions will replace the corresponding provisions in Annex 3 (Annex 3 Technical terms and conditions for offshore connection platforms) or Annex 4 (Annex 4 Technical requirements applicable to the Installation), save where these Annexes provide addition, specification or deviations of the provisions in the European Code or Code which are allowed thereunder. In case of conflict, Article 15.7 applies.
- 11.2 The Connected Party shall allow TenneT to perform commissioning tests and compliance tests and simulations at the Installation in accordance with Annex 5 (Compliance Testing Requirements).

## 12. Connected Party's financing documentation

Upon request of the Connected Party, TenneT shall enter into a direct agreement with the Connected Party's lenders as required under the Connected Party's finance documentation for the Installation, to enable the Connected Party('s lenders) to restructure the Connected Party's corporate, financing,

business or contractual structure in respect of the Installation. Such direct agreement shall include, from the date of the serving of a restructuring notice for a maximum period of 60 calendar days, the following undertakings:

TenneT:

- (i) will continue to perform its obligations under this Connection and Transmission Agreement vis-à-vis the Connected Party in full;
- (ii) shall provide all reasonable assistance to fully effect the restructuring;
- (iii) will allow and provide cooperation (medewerking) in relation to the transfer of this Connection and Transmission under section 6:159 DCC [to a step-in entity appointed by the Connected Party's lenders], provided that:
  - a. the step-in entity concludes an agreement with TenneT under the conditions equal to the conditions in this Connection and Transmission Agreement;
  - b. the step-in entity becomes the holder of the SDE+-Subsidy and Wind Farm Permit within two months from the date of the serving of a restructuring notice.
- (iv) shall not:
  - a. request or enforce the financial security under clause 7 of the General Terms and Conditions;
  - b. institute any enforcement process (including the exercise of any precautionary or executory seizure (*conservatoir of executoir beslag*));
  - c. institute creditor's process; and
  - d. exercise any termination right under this Connection and Transmission Agreement.

### 13. Amendments to the annexes

- 13.1 Amendments to Annex 1 (Details of the Connected Party), Annex 2 (*Description and technical specifications of the Connection, including drawings*), and Annex 6 (*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.
- 13.2 TenneT may unilaterally amend Annex 3 (Technical terms and conditions for offshore installations), Annex 4 (Technical requirements applicable for the connection of Offshore Power Park Modules), Annex 5 (*Compliance Testing Requirements*) and Annex 7 (Regulated tariff sheet) 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. TenneT shall notify the Connected Party of any such amendments to by written notice, which notice will state the date from which the amended annex will take effect.

## **14. Effect and term of this Connection and Transmission Agreement**

- 14.1 This Connection and Transmission Agreement takes effect on the day after the day on which TenneT has notified the Connected Party that the Connection has been realised in accordance with the Realisation Agreement.
- 14.2 This Connection and Transmission Agreement is entered into for an indefinite term.

## **15. General provisions**

- 15.1 This Connection and Transmission Agreement consists of the provisions set forth in this Connection and Transmission Agreement and the Annexes referenced therein. All references to this Connection and Transmission Agreement are also references to the Annexes. The General Terms and Conditions are applicable to this Connection and Transmission Agreement.
- 15.2 Any general terms and conditions of the Connected Party are not applicable to this Connection and Transmission Agreement.
- 15.3 The Agreements contain all arrangements agreed between the Parties concerning the Connection and the transmission of electricity from and to the Installation. All previous agreements and arrangements made by the Parties in relation to that subject matter are hereby cancelled.
- 15.4 This Connection and Transmission Agreement may only be amended by mutual written consent between the Parties, unless provided otherwise in this Connection and Transmission Agreement.
- 15.5 In the event of a conflict between:
- a. the terms of this Connection and Transmission Agreement and an Annex, this Connection and Transmission Agreement prevails;
  - b. this Connection and Transmission Agreement and the General Terms of Conditions, the terms of this Connection and Transmission Agreement prevails;
  - c. an Annex and the General Terms of Conditions, the terms of the Annex prevails; and
  - d. the terms of this Connection and Transmission Agreement and the terms of the Realisation Agreement, this Connection and Transmission Agreement prevails.
- 15.6 If any part of this Connection and Transmission Agreement is or becomes void or non-binding, the Parties shall consult with each other and amend this Connection and Transmission Agreement wherever necessary. The Parties shall replace the void or non-binding provision(s) by provision(s) that are valid and binding and that have legal effects that, given the content and purport of this Connection and Transmission Agreement, correspond with those of the void or non-binding provision(s) to the greatest extent possible. The enforceability of the remainder of this Connection and Transmission

Agreement shall not be affected.

- 15.7 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 months after the relevant amended or new provision has been adopted, after which Parties shall discuss the proposal in good faith. The Connected Party shall not withhold its consent to TenneT's proposal on unreasonable grounds.
- 15.8 Nothing in this Connection and Transmission Agreement shall conflict with the Scenario. In the event of conflict between the Scenario and this Connection and Transmission Agreement (including its Annexes), the Scenario shall prevail. TenneT will inform the Connected Party of any proposed changes to the Scenario. In the event of a conflict between the provisions of future changes to the Scenario and this Connection and Transmission Agreement, 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 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 Connection and Transmission 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.

## 16. Notices

- 16.1 Each Party shall notify the other Party and exchange information about operational matters relating to this Connection and Transmission Agreement in accordance with Annex 6 (Operational arrangements and exchange of information).
- 16.2 For all other matters relating to this Connection and Transmission Agreement, each Party nominates the address referred to below as its place of residence:

TenneT  
Attn. [ ]  
address: [ ]  
postal code, town and country: [ ], the Netherlands  
for the attention of: [ ]

Connected Party

Attn. [ ]

address: [ ]

PO box: [ ]

postal code, town and country: [ ],

for the attention of: [ ]

- 16.3 Notices and other statements with legal effect in connection with Article 16.1 or 16.2 of this Connection and Transmission 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 16.1 which do not have legal effect may also be given by email. Each statement must be either in the Dutch or English language.
- 16.4 A Party may nominate a different place of residence in the Netherlands from that referred to in Article 16.2 by notifying the other Party in writing of that new place.

## **17. Costs**

Unless this Connection and Transmission Agreement provides otherwise, all costs which a Party has incurred or will incur in preparing, concluding or performing this Connection and Transmission Agreement, including any amendments thereof, are for its own account.

**Done accordingly and signed by:**

TenneT TSO B.V.

*Name:*

*Title:*

*Date:*

*Place:*

.....

[Name of Connected Party]

*Name:*

*Title:*

*Date:*

*Place:*

.....

**Annex 1**          Details of the Connected Party

[See document 'Annexes to CTA Offshore 2015007']

**Annex 2**          Description and technical specifications of the Connection, including drawings

[See document 'Annexes to CTA Offshore 2015007']

**Annex 3**          Technical terms and conditions for offshore installations

[See document 'Annexes to CTA Offshore 2015007']

**Annex 4**          Technical requirements applicable for the connection of Offshore Power Park Modules

[See document 'Annexes to CTA Offshore 2015007']

**Annex 5**          Compliance Testing Requirements

[See document 'Annexes to CTA Offshore 2015007']

**Annex 6**          Operational arrangements and exchange of information

[See document 'Annexes to CTA Offshore 2015007']

**Annex 7**          Regulated tariff sheet

[See document 'Annexes to CTA Offshore 2015007']