

Overview consultation Offshore Legal framework (legal sessions)_v25092015						
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nr.	Document	Article	Topic / provision	Feedback OWFs	Date	Point of view TenneT
1	CTA + REA	Annexes	Completing Annexes	Complete as soon as possible.	1-9-2015	Drafts of all annexes have been published, except for the annex regarding the (compliance) testing requirements. Note that not all details, such as details of the Connected Party and details of the design of the Connection are available yet. The planning schedule has been deleted. Please also note that the draft annexes will be changed further to the outcomes of the technical sessions of 21 October 2015. TenneT has rephrased the articles regarding changes to the annexes. TenneT has limited the unilateral right of change to certain annexes. In addition, TenneT will have the right to unilateral changes, but will only use this right to change (parts of) annexes if this is necessary (i) to execute its task as a TSO and (ii) because of changed legislation, including but not limited to Codes. Regarding the design of the Connection: TenneT will not change the functionality of the Connection against the Basic Design, however, a more detailed design will be prepared after the model agreements have been published.
2	General	General	Multiple contracts	Why need there to be three contracts? We believe the realisation and connection and transmission should be governed by one contract because these contracts will follow up each other seamlessly.	31-8-2015	There will be two contracts and one set of general terms and conditions, applicable to both contracts. The use of a REA and a CTA is standard practice for the TenneT connections. A division is desirable because the construction and operational phases are different and therefore require their own specifications. The agreements have been drafted to indeed follow up seamlessly.
3	General	General	Relevance specs and design for bidders subsidy tenders	The bidders in the offshore wind subsidy tenders will base their bids on the TenneT documentation (most importantly the Basic Design) as it is available at the time of the tender. If the documentation changes in the period between bid submission and signing of the agreements and this change causes either higher costs for the wind farm developer, or reduces his income from the wind farm during the operational period of the wind farm, the developer should be compensated for this. Unilateral rights of vary specs & design will lead to higher bids on subsidy.	1-9-2015	Any changes in the agreements between publication and the moment of signing will only be caused by changes in legislation (including Codes), the Scenario or new information becoming available. Those changes are outside of TenneT's control and they do not give right to compensation by TenneT. The model agreements have been amended with respect to the unilateral rights.
4	General	General	References to technical codes	In several articles of these agreements reference is made to the "Netcode" or to the "Meetcode". Here the present "landbased" codes are meant, but in the final agreements reference should be made to the new offshore codes.	1-9-2015	There are currently no offshore provisions in the codes yet. References to the current (onshore) codes will, where relevant, become references to the new offshore provisions in the codes, once they are into force. TenneT included relevant references in the Annexes to the REA and CTA.
5	General	General	Compliance with Offshore Grid Code	Fulfilling the grid code is a joint responsibility of both the wind farm owner and the owner of the substation. This should be represented as such in this agreement. All testing and compliance requirements should be based in the net Codes and RfG. Any additional tests desired by TenneT needs to explicitly agreed upon by OWF. Furthermore, it should be made unambiguously clear that these requirements are reasonably achievable for the wind farm developer / owner, taking into account accessibility, technical design and other challenges that an offshore wind farm poses for the developer/owner. Early consultation (before opening of the subsidy tender) of the Annexes is necessary, as well as a representation of this shared responsibility in the agreement	1-9-2015	The Codes and RfG will be respected. As the offshore codes and RfG will not be in force at the time of the subsidy tender, a temporary arrangement is included in the annexes. Testing and compliance is dealt with in the annexes as well. Once STROOM has entered into force, TenneT will initiate formal code change via Netbeheer Nederland (and which will be discussed in the GEN and adopted by ACM). Once RfG is final, also implementation of RfG will be required. Who is responsible for which code provisions already follows from the codes, thus no arrangement in these agreements is necessary. See also the answer to Question 17.
6	General	General	Situation of 2 developers on one platform.	The REA and CTA do not seem to accommodate the situation that there are two different developers that want to build, connect and commission their own offshore wind farm on the same substation. An issue in this respect may be the coordination of access to the platform. Both developers will require access to the platform to install their equipment and connect their cables and both developers will want to stick to their construction time tables to avoid delays How does TenneT intend to provide access to the developers in practice (simultaneous access or via installation windows)? Will TenneT provide a legal framework for the legal relationship between the two developers? Is this linked to the compensation mechanism in case delays do occur?	1-9-2015	Access to the platform will be subject to operational arrangements to be agreed after the tender (as they may depend on individual requirements of the OWFs). This will be clarified in the agreements. TenneT has a coordinating role. In addition, tripartite project meetings may be set up to discuss operational matters. No link is intended with the compensation mechanism or the SDE subsidy. Any questions regarding the interaction between the two OWFs and the compensation mechanism may be directed to the Ministry of Economic Affairs.
7	General	General		These agreements are set up with the mindset that two parties are involved, TenneT TSO and the Connected Party. But if there are two different wind farm owners connected to the same platform, then it is thinkable that some articles in these agreements apply to three parties.	1-9-2015	As discussed during the last legal expert session, there appears to be no need for a tripartite agreement. Access to the platform will be subject to operational arrangements to be agreed after the tender.
8	General	General		How will the relation between two Connected Parties connected to the same Platform be? Could problems with one Connected Party physically lead to problems with the other Connected Party? Could they be liable to each other? (see remark to Art. 12.6 GCT)	31-8-2015	Access to the platform will be subject to operational arrangements to be agreed after the tender. TenneT has a coordinating role. Liability between OWFs is a matter between those parties and will not be regulated in these model agreements with TenneT.
9	General	General	Binding offer TenneT for realisation / moment of signing	How and when does TenneT intend to do a binding offer for the REA (i.e. a unilaterally signed version of the agreements). When will the agreement (need to be) signed?	1-9-2015	TenneT will publish model agreements after this consultation process. These agreements will be signed after the tender process, once the winning OWF(s) is/are known, and preferably as soon as possible. The agreements cannot be signed yet, because they require details of OWF to be inserted. TenneT suggests, in line with current onshore practice, to conclude both agreements simultaneously, but is open for the views of the OWFs.

10	CTA + REA	Annexes	Unilateral right of change TenneT	In the agreements, TenneT reserves the right to unilaterally change certain Annexes and for other consent of CP is required. But this only counts after the contract is in force, which is probably at a late date (e.g. after subsidy and permit award). Yet the (aspirant) CP is fully dependent on the specs that TenneT provides pre-signing. What remedies or reassurances can TenneT offer for this risk?	1-9-2015	See the answer to Question 1.
11	General	General	Termination costs	Termination has been included in Article 16 of the GTC, but the consequences of early termination if any (e.g. the division and calculation of costs made) have not been dealt with. The REA should include a detailed description of the calculation of costs to be claimed by TenneT (e.g. per construction phase or milestone) in the event of early termination for whatever reason by the connected party.	1-9-2015	Article 16 has been redrafted to limit the circumstances under which the agreements could be terminated. Whether or not there will be termination costs will depend on the reason for termination and will have to be assessed on a case by case basis, based on general Dutch contract law.
12	General	General	General comment: relationship between REA and CTA	<p>It is unclear whether, and in what phase of the process, the REA and the CTA are concurrently or successively in force. This may lead to overlapping and potentially inconsistent obligations, and should be avoided. We agree that the REA does not end after the realisation of the connection, but should include commissioning of the inter array cables, as is currently reflected in article 3.5 REA. This means that the REA should clearly distinguish between (i) the realisation phase and (ii) the actual connection of the inter array cables and commissioning of the cables, taking into account the fact that the OWP shall be entitled to opt for a staged activation of the OWP. At present this has been addressed insufficiently:</p> <ul style="list-style-type: none"> o Sub (i) is addressed only in articles 3.1 and 3.6 REA. The manner in which parties establish that the realisation of the connection is completed, thus ending phase (i), is currently not addressed. In this respect the REA should include a clear procedure making the completion of the realisation objectively determinable. o Sub (ii) is addressed in articles 3.5, 3.9 and 4 REA, whereby article 3.5 refers to a potential staged commissioning of the inter array cables but article 4 merely refers to the 'taking into operation of the connection' which is confusing and seems to indicate that there shall be only 1 operation date. Moreover, also in relation to this phase, the REA should determine how it is objectively established that this phase has been completed (whereby, in case of a phased operation of the OWP, such completion will occur in phases). <p>Similarly, the CTA shall enter into effect in relation to such inter array cables that have been commissioned and for which the REA has ended as set out above. The advantage of this approach is that the CTA will merely relate to the actual operation of the OWP and will not include any provisions on commissioning and testing that are only relevant in the development phase.</p> <p>In case of a phased operation of the OWP, the alternative scenario in which the CTA only enters into effect upon termination of the REA, will introduce elements of the operational phase into the REA that will unnecessarily complicate this agreement. In our view this is not desirable. Taking into account our discussions during the legal expert meetings on the necessity of the REA, we should not forget that the main purpose of the REA is to (merely) offer a clear overview of information provision and operational matters during the construction phase.</p> <p>For the avoidance of doubt, please note the distinction between commissioning of the inter array cables as referred to above and commissioning of the wind turbines. Once a string of array cables is energised (back feed, i.e. letting electricity flow from onshore through the cables), the OWP may commission the turbines on such string. As indicated above, the REA terminates upon successful commissioning of the inter array cables. Consequently, whereas commissioning of the array cables takes place under the REA, commissioning of the turbines (when electricity is fed into the offshore grid) will fall under the scope of the CTA.</p>	18-9-2015	The boundary and the transition between the REA and CTA - and the provisions on commissioning - have been streamlined in the new drafts, having regard also to these comments.
13	General	General	Annexes	Do we understand it correctly that a detailed design of the connection is not ready before the bid, thus not before 30th March 2015? If so, what can you provide us now?	18-9-2015	TenneT has finalised the Basis of Design a.k.a. Design Basis as well as the Concept Design. Currently TenneT is developing the Basic Design aiming to finalise this prior to opening of the offshore wind subsidy tender. This Basic Design will be integrated in the Annexes to REA and CTA (by means of example). E.g. a single line diagram and plot plans will be included in the Annexes.

14	General	General	Unilateral right to change	TenneT has in the document granted itself the right to unilaterally amend and/or change conditions/arrangements/Annexes such as the unilaterally change of design. This is highly undesirable. Bidders will base their bids e.g. on the TenneT documentation. If TenneT has the right to unilaterally amend and/change the agreements including Annexes and general terms and conditions between bid submission and signing the agreements, this could have a potential impact on the costs for the developer of the wind farm. Therefore, the relevant clauses should be changed in such a way that both the developer of the wind farm and TenneT have to agree on any changes and/or amendments of conditions	17-9-2015	See the answer to Question 1.
15	General	General	Alignment REA and CTA	The realisation and connection and transmission agreement are not in line with each other. For example Clause 5.3 determines that the Connected Party may start using any part of the Connection, while the Connection and Transmission agreement determines that TenneT will not take the Connection in operation [Company] advises to take at least in the connection and transmission agreement that the Connected Party is allowed parts of the Connection after fulfillment of the requirements.	17-9-2015	The boundary and the transition between the REA and CTA have been streamlined in the new drafts.
16	REA	General	Provision regarding step in	The REA should also include a provision in relation to direct agreements (step in). This has now only been dealt with in the CTA in Article 11.	1-9-2015	A new provision regarding the Connected Party's financing documentation has now been included in the new draft of the REA.
17	REA	Annexes	Content Annexes 5-8 REA	is content not covered by Codes?	1-9-2015	There will be no Offshore Codes yet at the time of the tender. Once STROOM has entered into force, TenneT will initiate formal code change via Netbeheer Nederland (and which will be discussed in the GEN and adopted by ACM). Once RfG is final, also implementation of RfG will be required. In the meantime, temporary rules are necessary on several topics, such as on compliancy testing and technical requirements. Those temporary rules will be included in annexes to the agreements and will cease to apply once the Offshore Codes are into effect. The temporary rules will be based on the Network Code on Requirements for Grid Connection Applicable to all Generators ("RfG") by ENTSO-E. The rules in the annexes to the agreements might be more specific than the ones in RfG, because TenneT needs to work out several ranges (as mentioned in RfG) in more detail. The annexes to the agreements will be in accordance with the results of the technical expert meetings. RfG was adopted by the European member states in comitology and will now go through scrutiny from the European Parliament and Council. The content and details of RfG are known already (https://www.entsoe.eu/major-projects/network-code-development/requirements-for-generators/Pages/default.aspx and access the draft document via https://www.entsoe.eu/Documents/Network%20codes%20documents/NC%20RfG/draft_ec_networkCodes June.pdf). Note that TenneT cannot control (i) if and when RfG will be adopted and/or (ii) if ACM will adopt or alter the Offshore Codes as proposed by TenneT and the Dutch grid operators.
18		Whereas B	the Connected Party develops the Installation and has requested to connect the Installation to the Offshore Transmission System for the purpose of transmitting the electricity generated or consumed by the Connected Party	please replace "has requested" by "is obliged", as it will be an obligation for the Connected Party to connect the Installation to the Offshore Transmission System.	1-9-2015	This suggestion has not been included in the new draft, because TenneT connects upon request. After such request, a CTA will be concluded.
19	REA	Whereas		Suggestion to add a whereas stating: "D. The Parties have entered into a Connection and Transmission Agreement".	28-8-2015	The new draft will include a whereas "The Parties will enter into a CTA", as the REA will be signed first.
20	REA	Whereas		Could you already mention the CTA here?	9&10/9/2015	The new draft will include a whereas "The Parties will enter into a CTA", as the REA will be signed first.
21	REA	1.2	No provision of this Realisation Agreement shall be interpreted to the detriment of a Party for the sole reason that that Party was responsible for drafting that particular provision.	Please delete, or would otherwise need redrafting to balance it towards the interest of the CP. The article obviously only applies to TenneT and the (sole) fact that TenneT has drafted a certain text in the contract may very well be a relevant aspect in a discussion about the interpretation of the contract.	1-9-2015	This clause has been deleted in the new draft. However, this does not affect the underlying principle that the interpretation of the agreements is not dependent on who drafted the relevant provisions (parts of the texts are based on proposals by OWFs or onshore provisions which have not been drafted by TenneT).
22	REA	2		Suggestion add at the end of the provision: " <i>and the connection to the Installation to the Connection</i> ".	28-8-2015	TenneT has not included this suggestion, because the Connection is the connection between the installation and the offshore transmission grid.

23	REA	3	Realisation of the connection	In the draft REA no reference is made to the 'scenario' to be adopted by the Minister of Economic Affairs pursuant to Article 5.6 of the STROOM Bill and the subsequent investment plan to be adopted by TenneT. The REA can in our view not be entered into without taking into account the scenario. The scenario provides the framework for the technical design of the connection and the deadline for commissioning of the complete connection and possibly deadlines for the delivery of parts of the connection. Also TenneT's liability in its capacity of manager of the offshore grid in case of a delay in the construction of the offshore grid is linked to the deadline for commissioning as included in the scenario pursuant to Section 5.27 sub 1 under (a) of the STROOM Bill. It should be made clear that TenneT realizes the agreement in accordance with the scenario and the in the event of conflict the scenario prevails. Suggested wording: "3.1 TenneT shall realize the Connection in accordance with Annex 2 (Description and technical specifications of the Connection, including drawings) and (ii) Annex 3 (Realisation Planning Schedule), and (iii) any other requirements set out in this Realisation Agreement." New Article: "Nothing in this Agreement shall conflict with the scenario as adopted by the Minister of Economic Affairs on [DATE] and as amended from time to time. In the event of conflict between the scenario and this Agreement including its Annexes, the scenario shall prevail. TenneT will inform the Connected Party of any proposed changes to the scenario. In such event parties will discuss in good faith the proposed amendments and agree with mutual consent on any amendments to the Agreement or its Annexes if required."	1-9-2015	Wording regarding the Scenario has now been incorporated, having regard also to this proposal.
24	REA	3		Unilateral amendments to a contract are hard to accept, certainly in the absence of a concertation procedure and a clear definition of what is susceptible of amendments.	31-8-2015	See the answer to Question 1.
25	REA	3.1	The Design, which may be amended unilaterally by TenneT after conclusion of this Realisation Agreement	1) The design (as will hopefully be provided by TenneT asap), will form part of the tendering procedure of CP (public or not). If TenneT decides to change the design unilaterally and at a late moment, this will be a problem for CP. 2) According to 9.2 the design may only be altered after written consent of both parties. Design is part of annex 2.	1-9-2015	See the answer to Question 1.
26	REA	3.1		Unilaterally change of the Design by TenneT after conclusion of the REA is not acceptable, referring to 11.4 REA. The Connection should also comply with the Network Code and with the RfG, so add this as requirement (iv).	1-9-2015	See the answer to Question 1.
27	REA	3.1		A unilateral change in the Design is not acceptable. Large investments are based on the Design, and changes will impact the cost and performance of the Installation.	30-8-2015	See the answer to Question 1.
28	REA	3.1	Annex 3 (Realisation Planning Schedule)	As the relevant dates need to be final, this document needs to be in place before the signing of the REA.	1-9-2015	This annex is deleted. Information exchange on planning will take place after conclusion of these agreements in bilateral contact between TenneT and the Connected Party.
29	REA	3.1		Amendments to design should be regulated in separate article. Connected Party to be compensated for schedule and cost consequences of such changed design.	28-8-2015	See the answer to Question 1.
30	REA	3.1		Unilaterally change of design is highly undesirable from a design perspective and development point of view. Will result in a higher bid price because of additional risk. Changes should be subject to mutual agreement.	17-9-2016	See the answer to Question 1.
31	REA	3.1	Design of the connection / Annex 2	Please clarify in the REA that space and access is foreseen for the equipment mentioned in the list of equipment that is included in the technical position paper (such as lidar and radar equipment).	18-9-2015	The REA will cater for space and access for the Connected Party. More detailed information will be made available before opening of the subsidy tender. The conclusions from the technical expert meeting will be implemented in the Annexes to the agreements.
32	REA	3.1	Completion of construction	As indicated in our general comment the REA should clearly indicate the manner in which parties establish that the realisation has completed and this phase has ended, which should be objectively determinable.	18-9-2015	The boundary and the transition between the REA and CTA - and the provisions on commissioning - have been streamlined in the new drafts.
33	REA	3.1		Unilaterally change of design will result in additional risk and a higher bid price. Changes should be subject to mutual agreement including cost reimbursement.	18-9-2015	See the answer to Question 1.
34	REA	3.2		Define "electricity".	1-9-2015	Electricity is electricity as meant in the STROOM Act and the EU directives. As this is a general term, TenneT suggests not to include a definition.
35	REA	3.2		Is this meant as obligation for OWF?	9&10/9/2015	No, this is not meant as an obligation for the Connected Party. The wording will be adjusted. The objective is that TenneT builds a Platform to which the Connected Party may connect and that enables the Connected Party to transport electricity.
36	REA	3.3		Annex 6 (Technical requirements to the Installation) and Annex 7 (Compliance Testing Requirements) or drafts of these Annexes should be published as soon as possible, because they contain requirements which could have an impact on the design of the Installation. In that respect, Annex 6 should also be aligned with the definition of "Installation".	1-9-2015	See the answer to Question 1.

37	REA	3.5	The Parties will agree on a planning on at least the following milestones, which planning will be annexed to this Realisation Agreements as Annex 3 (Realisation Planning Schedule): (a) the date as from which the Connected Party's cables may be hung to the unfinished Platform; (b) the physical connection of each respective cable from the Installation to the Connection; (c) the activation of the first cable; (d) the testing of the respective connected cables; and (e) the commissioning of the Connection per connected cable.	The REA should give a clear description of the different the milestones, the current milestones to be discussed at the upcoming legal expert meeting. A reference to the milestones in the scenario should be included. Any changes to the scenario in respect of these milestones/deadlines should also be amended in the REA. Suggested wording: "3.5 The Parties will agree on at least the following milestones (and any others they agree are necessary), which will be annexed to this Agreements as Annex 3 (Realisation Planning Schedule): (a) the date as from which the Connected Party's cables may be hung to the unfinished Platform; (b) the physical connection of each respective cable from the Installation to the Connection; (c) the activation of the first cable; (d) the testing of the respective connected cables; and (e) the commissioning of the Connection per connected cable." Does "activation" as mentioned under sub (c) has the same meaning as "energising"?	1-9-2015	The wording regarding milestones has been changed and has now been included in the paragraphs regarding information exchange.
38	REA	3.5		What is meant with "cables"? HV and telecom cables as well? Please add these to the definitions list in the GTC.	1-9-2015	Definition should not be necessary. Where relevant it has been indicated in the text of the articles what type of cables are meant. This paragraph refers to the inter array cables.
39	REA	3.5		add date on which the Platform will be operational.	31-8-2015	The Platform will be operational in accordance with the Scenario date.
40	REA	3.5		For the Connected Party 3 key interface milestones are required for planning the project: - The moment the SCADA systems, metering equipment and other systems can be installed on the platform while this is onshore under construction - The moment the cables from the Installation can be pulled in and hung to the platform - The moment from which onwards the activation and commissioning can start This information is critical for limiting the planning risks and should be stated in this article. The Connected Party adjusts the planning to these dates. These dates are linked to the Scenario specified by the Ministry of Economic Affairs.	30-8-2015	The wording regarding milestones has been changed and has now been included in the paragraphs regarding information exchange.
41	REA	3.5		What is the status of the suggested additional milestones? Are they binding? And what is the consequence if TenneT doesn't manage the additional dates? It doesn't sound binding. How about penalties or "deliver or pay"?	9&10/9/2015	The only legally binding date is in the Scenario. Note that TenneT will not limit the statutory compensation, but will also not extend this compensation should another date be agreed upon. TenneT will not take on more liability than the statutory compensation. TenneT has been given a statutory task to build the Platform and to comply with the Scenario and the statutory compensation rules. If an additional compensation or penalty would be desirable, this should be effectuated through a change of the compensation scheme. That is not up to TenneT. Any other dates communicated are for information purposes only and do not give rise to any compensation or liability. Information exchange regarding planning will take place after the agreements have been concluded. Annex 3 has been deleted an this article revised accordingly. The wording regarding milestones has been changed and has now been included in the paragraphs regarding information exchange.
42	REA	3.5		Clarify "activation".	28-8-2015	Paragraph 3.5 has been redrafted.
43	REA	3.5	Milestone dates	The most important intermediate offshore installation milestone dates are the pull-in and termination dates for array cables. These are crucial for the installation planning and could create additional costs in case of sudden delays at Tennen's side. These milestones should be more binding than currently described. On top of the offshore installation milestone dates, also the fabrication milestone dates are important. We need to have agreed milestones when it is we can install our equipment on the offshore substation at the yard. It should also be stipulated who will be responsible for the installation of the equipment at the yard. Should the developer come to the fabrication yard to install equipment, using its own contractors or will developers be expected to deliver equipment to the yard, for TenneTs contractor to install. And who will pay which costs?	18-9-2015	The only legally binding date is in the Scenario. Note that TenneT will not limit the statutory compensation, but will also not extend this compensation should another date be agreed upon. TenneT will not take on more liability than the statutory compensation. TenneT has been given a statutory task to build the Platform and to comply with the Scenario and the statutory compensation rules. If an additional compensation or penalty would be desirable, this should be effectuated through a change of the compensation scheme. That is not up to TenneT. Any other dates communicated are for information purposes only and do not give rise to any compensation or liability. Information exchange regarding planning will take place after the agreements have been concluded. Annex 3 has been deleted an this article revised accordingly. The wording regarding milestones has been changed and has now been included in the paragraphs regarding information exchange. The Connected Party and its own contractors will be responsible of the installation of the Connected Party's equipment at the yard. The Contracted Party will bear its own costs. TenneT will arrange for a time frame within the equipment can be installed onshore. The parties are invited to provide information of the scope of activities and which timeframe would be required before 1 December 2015, so TenneT can include this in the tender documentation for the Platform.
44	REA	3.5 (a)		What is meant by "unfinished"? Please define.	17-9-2016	Paragraph 3.5 has been redrafted.

45	REA	3.6	TenneT shall make reasonable efforts to realise the Connection in accordance with the planning in Annex 3 (Realisation Planning Schedule). If that turns out not to be feasible, TenneT shall notify the Connected Party. In that event, the Parties shall consult with each other in good faith and agree on a revised date if necessary.	1) Is this 'the' or 'a' planning in the sense of the scenario? 2) With only reasonable efforts, can CP count on this planning during the construction period? 3) How should the CP interpret a notice that the planning is not feasible in the light of the final date for GC delivery? 4) What is meant with 'a revised date'? For GC delivery.. 5) What are in the end consequences under this agreement of TenneT not making the planning?	1-9-2015	This article has been redrafted. The only legally binding date is in the Scenario. Note that TenneT will not limit the statutory compensation, but will also not extend this compensation should another date be agreed upon. TenneT will not take on more liability than the statutory compensation. TenneT has been given a statutory task to build the Platform and to comply with the Scenario and the statutory compensation rules. If an additional compensation or penalty would be desirable, this should be effectuated through a change the compensation scheme. That is not up to TenneT. Any other dates communicated are for information purposes only and do not give rise to any compensation and liability. Information exchange regarding planning will take place after the agreements have been concluded. Annex 3 has been deleted and this article revised accordingly.
46	REA	3.6		'reasonable efforts' in the planning is not enough.	31-8-2015	
47	REA	3.6		Consequences of delay should be pinpointed here. Development projects with interlinked activities and interfaces need firm schedule. Suggestion to delete: "make reasonable efforts to"	28-8-2015	
48	REA	3.6		Article 3.6 should be linked to the scenario as well. The deadline for commissioning should be defined as the "Mandatory Commissioning Date" and included as a milestone. It should be made clear that this mandatory commissioning date remains unchanged and also Tennes's liability in case of a delay in the construction of the offshore grid linked to this deadline pursuant to Section 5.27 sub 1 under (a) of the STROOM Bill will not be affected.	1-9-2015	A link to the Scenario date (i.e. currently 31 August 2019) has been included. It has been clarified that this agreement will not affect or extend any rights for compensation under the STROOM Act.
49	REA	3.6		Please leave "make reasonable efforts" out.	17-9-2016	Paragraph 3.6 has been redrafted.
50	REA	3.6		How will TenneT notify and within which period?	17-9-2016	Paragraph 3.6 has been redrafted.
51	REA	3.6		How should "revised date" be interpreted?	17-9-2016	Paragraph 3.6 has been redrafted.
52	REA	3.6		Please determine in the agreement the (financial) consequences for the Connected Party in case TenneT doesn't realize the connection according to the agreed planning.	17-9-2016	The only legally binding date is in the Scenario. Note that TenneT will not limit the statutory compensation, but will also not extend this compensation should another date be agreed upon. TenneT will not take on more liability than the statutory compensation. TenneT has been given a statutory task to build the Platform and to comply with the Scenario and the statutory compensation rules. If an additional compensation or penalty would be desirable, this should be effectuated through a change the compensation scheme. That is not up to TenneT. Any other dates communicated are for information purposes only and do not give rise to any compensation and liability. Information exchange regarding planning will take place after the agreements have been concluded. Annex 3 has been deleted and this article revised accordingly.
53	REA	3.6	Completion of construction	As indicated in our general comment the REA should clearly indicate the manner in which parties establish that the realisation has completed and this phase has ended, which should be objectively determinable.	18-9-2015	The boundary and the transition between the REA and CTA - and the provisions on commissioning - have been streamlined in the new drafts
54	REA	3.6		Please determine in the agreement the financial consequences for the Connected Party in case TenneT doesn't realize the connection according to the agreed planning.	18-9-2015	The only legally binding date is in the Scenario. Note that TenneT will not limit the statutory compensation, but will also not extend this compensation should another date be agreed upon. TenneT will not take on more liability than the statutory compensation. TenneT has been given a statutory task to build the Platform and to comply with the Scenario and the statutory compensation rules. If an additional compensation or penalty would be desirable, this should be effectuated through a change the compensation scheme. That is not up to TenneT. Any other dates communicated are for information purposes only and do not give rise to any compensation and liability. Information exchange regarding planning will take place after the agreements have been concluded. Annex 3 has been deleted and this article revised accordingly.
55	REA	3.7	works in relation to the realisation of the Connection have started	Define 'works': physical construction at the offshore site or design/procurement? Keeping informed should be done from the entry into force of the agreement.	1-9-2015	The information exchange will start as soon as the REA is signed. This has now been reflected in the agreement and the reference in this clause to 'works' has been deleted.
56	REA	3.7		par. 3.7 and 3.8: it is not clear when the works for the realization of the Connection will start. Please specify a date or a period ("within months after signing of the REA")	1-9-2015	The information exchange will start as soon as the REA is signed. This has now been reflected in the agreement and the reference in this clause to 'works' has been deleted.
57	REA	3.7	TenneT shall keep the Connected Party informed of the progress of the realisation of the Connection by means of quarterly reports.	Quarterly frequency not enough.	1-9-2015	The provision has now been redacted to include the possibility to agree on another frequency (after conclusion of the agreements). It is also TenneT's expectation that reporting will be more frequent when development of the Platform progresses.
58	REA	3.7		These reports should also include the progress on the realisation of the offshore transmission system and not only the connection. Further these reports should be more frequent (monthly) and at least include an update on the expected date of activation and a timetable that shows this date is still achievable	1-9-2015	
59	REA	3.7		Frequency of reporting depending on the phase of the project. In the beginning once per quarter is sufficient, at the end once per week.	1-9-2015	
60	REA	3.7		A more frequent reporting and information exchange on the planning is required.	30-8-2015	

61	REA	3.7		Suggestion to add at the end: "Amendments to design should be regulated in separate article. Connected Party to be compensated for schedule and cost consequences of such changed design".	28-8-2015	See the answer to Question 1.
62	REA	3.7		When exactly will the works start?	17-9-2016	The information exchange will start as soon as the REA is signed. This has now been reflected in the agreement and the reference in this clause to 'works' has been deleted.
63	REA	3.7		The reports should be submitted on a monthly basis	17-9-2016	The provision has now been redacted to include the possibility to agree on another frequency (after conclusion of the agreements). It is also TenneT's expectation that reporting will be more frequent when development of the Platform progresses.
64	REA	3.7		For the period with offshore construction works a quarterly status report is not sufficient. Communication and alignment has to be agreed between project team of TenneT and Connected Party. Based on project experience during design phase a monthly meeting is necessary. For period of offshore construction work a weekly meeting or telephone conference is needed.	18-9-2015	The provision has now been redacted to include the possibility to agree on another frequency (after conclusion of the agreements). It is also TenneT's expectation that reporting will be more frequent when development of the Platform progresses.
65	REA	3.7; 3.8		Suggestion to integrate 3.7 and 3.8.	1-9-2015	Article 3.7 and 3.8 have been integrated.
66	REA	3.9	TenneT shall provide written permission to the connected party to physically connect the installation.	It should be clear to which milestone this relates, and when such permission can be expected.	1-9-2015	TenneT has redrafted this paragraph regarding the process of obtaining the permission.
67	REA	3.9	Connected Party must comply with the requirements as set forth in Annex 8 (Operational arrangements and exchange of information).	1) Annex 8 not known yet 2) TenneT right to unilaterally change the annex not acceptable	1-9-2015	See the answer to Question 1.
68	REA	3.9		3.5 and 3.9: will the Commissioning take place cable by cable, so that each cable can be taken into operation after commissioning of that cable, or should the Connected Party wait with energizing the cables until all the cables are connected?	1-9-2015	Commissioning can take place cable by cable.
69	REA	3.9		Permission from TenneT to connect has to be restricted to well defined conditions and not unreasonably be withheld.	31-8-2015	TenneT has redrafted this paragraph regarding the process of obtaining the permission.
70	REA	3.9		Timing/objective criteria should be set out. Suggestion to delete: "in the previous sentence" and "as".	28-8-2015	TenneT has redrafted this paragraph regarding the process of obtaining the permission.
71	REA	3.9		What do you mean by 'physically connect'?	9&10-9-2015	TenneT has redrafted this paragraph regarding the process of obtaining the permission.
72	REA	3.9		"Written permission". Within which period?	17-9-2016	TenneT has redrafted this paragraph regarding the process of obtaining the permission.
73	REA	3.10		Following the moment of signing the REA this information may change.	30-8-2015	The number of strings will not be included in the model agreement, but will be finalised at the moment of signing the agreement. The number will be for the Connected Party to decide, but not more than eight.
74	REA	3.10		Why didn't TenneT insert a number yet?	9&10-9-2015	The number of strings will not be included in the model agreement, but will be finalised at the moment of signing the agreement. The number will be for the Connected Party to decide, but not more than eight.
75	REA	4	Start-up and commissioning of the connection	It's not clear whether and in what phase of the process the REA and the CTA are concurrently or successively in force. This may lead to overlapping and potentially inconsistent obligations, and should be avoided. Based on onshore contracts the legal relationship between the parties should be governed by the REA before the commissioning (taking into operation of the connection) and by the CTA after commissioning. Suggested amendments: - Article 5 CTA regarding the start-up and commissioning of the connection should be incorporated in this Article 4 REA, because it deals with the realisation of the connection. - Consequently, Article 10.2 REA provides that the REA remains in force until the connection has been taken into operation in accordance with the CTA. The reference to the CTA should be changed to a reference to Article 4 of the REA. - Article 13 of the CTA provides that the CTA enters into force as of the signing date. The CTA should enter into force upon as of the date of commissioning of the connection. - Article 8.2 and Article 9.4 in relation to the commissioning tests and compliance tests and the costs respectively should be transferred to the REA in so far applicable to the realisation phase of the connection.	1-9-2015	The boundary and the transition between the REA and CTA - and the provisions on commissioning - have been streamlined in the new drafts, having regarding also to these comments.
76	REA	4	TenneT will not take the connection into operation before certain milestones as mentioned in Article 3.5 have been completed.	Shouldn't be a condition; if these steps haven't been taken there simply is nothing to take into operation...	1-9-2015	The conditions precedent regarding the taking into operation of the Connection have been redrafted.

77	REA	4		Does this mean that we can only commence commissioning activities once these milestones have been met? We would expect the ability to use the connection system for limited commissioning activities before the connection is fully commissioned.	1-9-2015	Yes, commissioning of the inter array cables can only take place after the Connection has been fully commissioned.
78	REA	4		Regarding 4(a): if Commissioning take places cable by cable: does this apply to each cable separately or for all cables together? Suggestion to add "per respective cable" at the end of the sentence.	1-9-2015	This paragraph has been redrafted.
79	REA	4		Regarding 4(c): why are the conditions for commissioning from the REA and the CTA not combined to one list?	1-9-2015	The conditions precedent regarding the taking into operation of the Connection have been redrafted.
80	REA	4		It should be possible to take parts of the Connection already in operation before the conditions are fulfilled.	17-9-2016	Commissioning of the inter array cables can only take place after the Connection has been fully commissioned.
81	REA	4	Start-up and commissioning of the connection and termination of REA	See our general comment in relation to the relationship between the REA and CTA. The REA should include objective procedures for determining that the construction/realisation of the connection and the commissioning of the inter array cables have been completed. In addition, the REA should explicitly stipulate that in case of a phased start of operation of the OWP, commissioning of the inter array cables will take place in phases, and consequently the REA will terminate in relation to such cables that have been commissioned successfully, whilst remaining in force in relation to the cables that have not yet been commissioned. Please note that the REA currently does not address commissioning of the connection by TenneT. Kindly clarify whether such commissioning needs any involvement of, or assistance by, the OWP.	18-9-2015	The boundary and the transition between the REA and CTA have been streamlined in the new drafts. No assistance by the Connected Party is required for the commissioning of the Connection.
82	REA	4		TenneT and Connected Party shall agree a schedule for commissioning of cables. This shall also include possibility to commissioning the cables piece by piece.	18-9-2015	The Connected Party will be allowed to connect its Installation (cable by cable) after receiving prior written permission by TenneT. A schedule for commissioning could be agreed on in a later stage, but not in the REA itself.
83	REA	5	Allocation of costs incurred by TenneT in relation to OWPs activities on the platform during the realisation phase.	In order to include a cost allocation in the REA, TenneT has requested parties to identify the activities that will be carried out by/on behalf of the OWP on the platform during the realisation phase. Such activities include, inter alia: o Access to the platform during the realisation phase; o Compliance testing; and o Construction of equipment (such as lidar and radar equipment) on the platform. Please note that the above list is not exhaustive. For a more detailed list we kindly refer to the technical meeting. We kindly request TenneT to develop a clear and predictable cost allocation mechanism for inclusion in the REA, which allows parties to price the envisaged activities in their bids.	18-9-2015	TenneT intends to charge fees or costs to the Connected Party for services related to the Connected Party and not covered via regulated tariffs, and services performed by TenneT specifically upon request of the Connected Party. Such services could stem for instance, but not limited to, from compliancy testing during operation of the connection; or from shared services (see position paper Shared Services, to be discussed 21 October); or from a need by the Connected Party for accompaniment of TenneT staff to access other rooms on the Platform, other than Connected Party's room on the Platform (as agreed in technical expert meeting, Access to Platform).
84	REA	5.1	The Connected Party shall fully reimburse TenneT for its costs of compliance testing and simulations referred to in Article 0 and the costs related to the access referred to in Article 0.	1) Which article is referred to of what doc? 2) CP must approve these costs in advance and should be quoted before opening of subsidy tender as these will weigh in the height of the bid.	1-9-2015	The reference to art. 0 should be art. 6.3 and 6.4 REA. TenneT will provide the (compliance) testing annex in a later stage. The tests regard the Connected Party's equipment to be tested and the Connected Party's compliance to be met.
85	REA	5.1		In Article 5.1 the two references to clauses are incorrect. We assume that this should be a reference to Article 6.3 (costs related to testing and simulations) and 6.4 (costs related to access) respectively. Please clarify the basis for charging these costs since TenneT is responsible for the realization of the connection.	1-9-2015	
86	REA	5.1		Please give more information about the tests which have to be performed, and an estimation of the costs for these tests and access. Please define these costs for access and tests. Reference is made to "Article 0" which does not exist.	1-9-2015	Reference to art. 0 should be art. 6.3 and 6.4 REA. An overview of categories of costs will be provided, no estimates of such costs.
87	REA	5.1		This article refers to Article 0; All costs associated with the realisation are to be known in advance.	30-8-2015	
88	REA	5.1		We do not understand why we should pay for TenneT commissioning and has hence suggested to delete this article.	28-8-2015	It regards the Connected Party's equipment to be tested and the Connected Party's compliance to be met.
89	REA	5.1		Which tests have to be performed?	17-9-2016	See the answer to Question 1.
90	REA	5.1		It is unclear to which document "Article 0" is referring to. It has to be clear which costs have to be paid.	17-9-2016	Reference to art. 0 should be art. 6.3 and 6.4 REA
91	REA	5.1		Which tests have to be performed? It has also to be clear for Connected Party which costs have to be paid.	18-9-2015	See the answer to Question 1. An overview of categories of costs will be provided, no estimates of such costs.
92	REA	6		To the extent possible and where applicable this clause should be made reciprocal.	31-8-2015	Paragraphs 6.1 and 6.2 have been changed in the new draft. Paragraphs 6.3 and 6.4 contain obligations for the Connected Party and paragraph 6.5 was already reciprocal.
93	REA	6		Suggestion to replace in title: "rights" with "exchange, access".	28-8-2015	The title has been changed in the new draft.
94	REA	6.1	Obligation for Connected Party to retain records and supporting documentation	1) Before signing it needs to be specified and agreed exactly which record and documentation. Need to know basis. 2) why until 2 years after end REA? Text suggestion: Provide such records and records and supporting documentation necessary to enable TenneT to execute its statutory duties as TSO. 3) Provision of information needs to be reciprocal.	1-9-2015	1) Information that is required for TenneT's file regarding the Connection and the Connected Party, such as the Proprietary Information (see GTC) and other information, such as, but not limited to testing information and protocols. 2) This information is required for a certain period after termination of the REA because this information could still be relevant, e.g. to determine whether the obligations under the REA had been complied with. The confidentiality provision will also apply during that period. 3) Please let us know which information the Connected Party would require.

95	REA	6.1		Please define what these records and supporting documentation should consist of.	30-8-2015	
96	REA	6.1		Provide more clarity on what this means for the project; it should be made clear that commercially sensitive documentation does not need to be disclosed and that where information is subject to a duty of confidentiality we either do not have to disclose or TenneT will enter into a suitable confidentiality undertaking.	1-9-2015	For performing its statutory duties, TenneT requires information from the Connected Party, even if this is commercially sensitive information. TenneT is pursuant to article 5.22(4) of the STROOM Act bound to a duty of confidentiality. Should TenneT publish commercially sensitive information, it will also do so on an aggregated level, so the information cannot be traced back to individual parties.
97	REA	6.1		Please add at the end of the Article "for as far as these are not competitively sensitive"	1-9-2015	For performing its statutory duties, TenneT requires information from the Connected Party, even if this is commercially sensitive information. TenneT is pursuant to article 5.22(4) of the STROOM Act bound to a duty of confidentiality.
98	REA	6.1		Which records and supporting documentation have exactly to be obtained?	17-9-2016	Information that is required for TenneT's file regarding the Connection and the Connected Party, such as the Proprietary Information (see GTC) and other information, such as, but not limited to testing information and protocols.
99	REA	6.1	Connected party will retain books and records etc. and provide TenneT copies thereof.	Please clarify how TenneT intends to deal with information that has to be disclosed as a statutory obligation and how it will prevent that commercially sensitive information of the OWP is disclosed.	18-9-2015	For performing its statutory duties, TenneT requires information from the Connected Party, even if this is commercially sensitive information. TenneT is pursuant to article 5.22(4) of the STROOM Act bound to a duty of confidentiality. Should TenneT publish commercially sensitive information, it will also do so on an aggregated level, so the information cannot be traced back to individual parties.
100	REA	6.1		Which records and supporting documentation have exactly to be delivered on request?	18-9-2015	Information that is required for TenneT's file regarding the Connection and the Connected Party, such as the Proprietary Information (see GTC) and other information, such as, but not limited to testing information and protocols.
101	REA	6.2	Accuracy of details	Same comment as above (1) Before signing it needs to be specified and agreed exactly which record and documentation. Need to know basis. 2) why until 2 years after end REA? Text suggestion: "Provide such records and records and supporting documentation necessary to enable TenneT to execute its statutory duties as TSO". 3) Provision of information needs to be reciprocal). At first sight CP does not consider itself obliged to provide any information other than such info as TenneT needs to know to be able to fulfil its statutory obligations, and even less so to guarantee their correctness. Also needs to be reciprocal.	1-9-2015	Wording has been changed in the new draft.
102	REA	6.2		This obligation is formulated very broadly. Please clarify what liability parties would have for providing inaccurate data.	1-9-2015	Wording has been changed in the new draft. Any liability for providing inaccurate data will be dealt with under general Dutch law.
103	REA	6.2		Accuracy includes an associated uncertainty range.	30-8-2015	The wording has been changed with regard to the accuracy.
104	REA	6.2		Suggestion for wording: "6.2 The Connected Party shall provide accurate and complete information to TenneT insofar as the accuracy and completeness of such information can be verified by the Connected Party".	28-8-2015	Wording has been changed in the new draft, as well as the reciprocity of this paragraph.
105	REA	6.2		See 6.1: Which records and supporting documentation have exactly to be obtained?	17-9-2016	Information that is required for TenneT's file regarding the Connection and the Connected Party, such as the Proprietary Information (see GTC) and other information, such as, but not limited to testing information and protocols.
106	REA	6.2		same as 6.1	18-9-2015	See the answer to the question regarding 6.1 REA.
107	REA	6.3	Allowing TenneT at any time to perform commissioning and compliance tests and simulations at the Installation	Does this have a basis in the Netcode, etc.? If not, suggestion: upon written request, permission not unreasonably withheld by CP, unless necessary no prevent danger or damage to people or property.	1-9-2015	TenneT refers to the annex 'compliance testing requirements' and the position paper on this topic. See also the answer to Question 1.
108	REA	6.3		At any time is not acceptable, a periodic access is appropriate. Please specify the tests and simulations which have to be performed.	1-9-2015	TenneT refers to the annex 'compliance testing requirements' and the position paper on this topic.
109	REA	6.3		Any time requires a notice period sufficient for the Connected Party to comply to. If services are interrupted these are considered as unavailability in relation to the compensation mechanism.	30-8-2015	TenneT refers to the annex 'compliance testing requirements' and the position paper on this topic. TenneT refers to the Ministry of Economic Affairs for questions regarding the statutory compensation scheme.
110	REA	6.3		"Any time" is too demanding on the park. An arrangement has to be set up to cater for this. Please clarify which tests you have in mind.	28-8-2015	TenneT refers to the annex 'compliance testing requirements' and the position paper on this topic.
111	REA	6.3		Allowing TenneT to perform commissioning and compliance tests at any time is not acceptable. A specification of the tests should be given.	17-9-2016	TenneT refers to the annex 'compliance testing requirements' and the position paper on this topic.
112	REA	6.3	Commissioning and compliance testing	Please include that testing will not take place without prior notice and that tests will not interrupt transmission.	18-9-2015	TenneT refers to the annex 'compliance testing requirements' and the position paper on this topic.
113	REA	6.3		Allowing TenneT to perform commissioning and compliance tests at any time is not acceptable. Coordination with Connected Party is necessary. A specification of the tests should be provided by TenneT. The time to perform tests should be limited to minimize outages.	18-9-2015	TenneT refers to the annex 'compliance testing requirements' and the position paper on this topic.
114	REA	6.4	Access to CP space on Platform to enable TenneT to execute statutory TSO duties	clarify by adding a definition what is meant with the "statutory duties of TenneT as TSO" and why TenneT should have access at all times.	1-9-2015	Access to the platform will be subject to operational arrangements to be agreed after the tender (as they may depend on individuals requirements of the OWFs). This will be clarified in the agreements. TenneT should have access 'at any time' only for emergency and safety reasons. Defining TenneT's statutory duties is not possible as these are of general nature and may evolve over time.

115	REA	6.4		"at all times" should be reasonable and in agreement with the Connected Party to minimise interrupts in the operations of the Installation.	30-8-2015	Access to the platform will be subject to operational arrangements to be agreed after the tender (as they may depend on individuals requirements of the OWFs). This will be clarified in the agreements. TenneT should have access 'at any time' only for emergency and safety reasons.
116	REA	6.4		suggestion to add at the beginning: "TenneT shall ensure the Connected Party's access to the area designated for use of the Connected party. "	28-8-2015	Access to the designated area will be arranged for in the agreement, subject to the operational rules which will be determined after the tender (such as HSE requirements).
117	REA	6.4		Which statutory duties are meant?	17-9-2016	This paragraph has been redrafted and refers to emergency and safety reasons.
118	REA	6.4		Why should TenneT have access at any time? Also the CP should have access to the Platform at any time.	17-9-2016	This paragraph has been redrafted and refers to emergency and safety reasons.
119	REA	6.4		Connected Party also needs access to their equipment on offshore platform for planned and unplanned activities. Reaction time has to be agreed between TenneT and Connected Party. An access control concept for offshore platform is necessary to secure a proper access control with regard to HSE and security for relevant equipment owner/operator.	18-9-2015	Access to the designated area will be arranged for in the agreement, subject to the operational rules which will be determined after the tender (such as HSE requirements).
120	REA	7	Insurance	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)	1-9-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. This will be discussed on Friday 16 October.
121	REA	7		the insurance provisions should be in accordance with special liability conditions for the realisation phase (liability clauses in GTC are not acceptable). There should be a clear demarcation between the CAR insurance of TenneT and the CAR-insurance of the Connected Party and its liability insurance during operations.	31-8-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. This will be discussed on Friday 16 October.
122	REA	7	Insurance	In general, we see no reason why the REA or CTA should place an obligation on either party to obtain insurance of any kind as this should be a matter for each party to decide on. If TenneT insists on including insurance obligations these should be clear as to the minimum terms so bidders work from a level playing field in preparing their bids. Accordingly, please find below amended wording for article 7. 7.1 TenneT shall take out and maintain the following insurances at its own costs: 1. Construction All Risk (CAR) insurance (based on WindCAR or similar wording) with a loss limit of not less than the estimated maximum loss; and 2. Third party liability (TPL) insurance with a limit of not less than EUR 25 million per occurrence in relation to the realisation works, including access of third parties assisting with the performance of the realisation, such as for inspection. TenneT's insurance policies (CAR and TPL Insurances) are appended to this Realisation Agreement as Annex 4. TenneT's insurance policies shall include a waiver of subrogation in favour of the Connected Party. 7.2 The Connected Party shall take out and maintain the following insurances at its own costs: 1. Construction All Risks (CAR) insurance (based on WindCAR or similar wording) with a loss limit of not less than the estimated maximum loss; and 2. Third party liability (TPL) insurance with a limit of not less than EUR 25 million per occurrence in relation to the connection of cables to the Platform or the Connection. The Connected Party's insurance policies shall include a waiver of subrogation in favour of TenneT.	18-9-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. This will be discussed on Friday 16 October.
123	REA	7.1	TenneT shall take out CAR insurance	This should include the taking out of a third party liability insurance and both insurances should include a waiver of subrogation, as per our text suggestions: "TenneT shall take out Construction All Risk and Third Party Liability insurance at its own..." Please add the following wording: "The insurances shall include a waiver of subrogation in favour of the Connected Party."	1-9-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. This will be discussed on Friday 16 October.
124	REA	7.2	Connected party shall take out CAR insurance.	As above under 7.1, as per our text suggestions: "The Connected Party shall take out Construction All Risk and Third Party Liability insurance at its own..." Please add the following wording: "The insurances shall include a waiver of subrogation in favour of TenneT."	1-9-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. This will be discussed on Friday 16 October.
125	REA	8	Unless indicated otherwise	This indicates that the agreement will deviate from the codes. It needs to be specified and agreed where and why TenneT proposed to deviate from the codes. Any deviation of codes only with approval of CP.	1-9-2015	TenneT refers to the answer to question 17.
126	REA	9	Amendments to Annexes 2 and 3	Any amendments to the planning (Annex 3) and the technical specifications of the connection (Annex 2) require the written consent of both parties but only TenneT may propose an amendment to the technical specifications of the connection (Annex 2). Article 9.2 contradicts with Article 3.1 based on which TenneT may unilaterally amend the Design (defined as the design of the connection as described in Annex 2) after conclusion of the REA. The version of Article 3.1 seems undesirable and needs to be redrafted in line with Article 9.2. See also our suggestions above under Article 3.1. All Annexes form part of the agreement and should only be amended with mutual consent. If needed, a procedure for such amendments can be included.	1-9-2015	See the answer to Question 1.
127	REA	9		Why is only TenneT allowed to propose amendments to Annex 2? This should be possible for both parties.	1-9-2015	See the answer to Question 1.

128	REA	9	Unilateral amendments	All amendments should be dealt with in joint consultation. This concerns contractual obligations between two parties and should not be amended unilaterally. In the event that TenneT's position and obligations as TSO of the OTS requires any technical changes, such should follow from the applicable legislation/codes.	18-9-2015	See the answer to Question 1.
129	REA	9.3	TenneT may unilaterally amend Annex 4 (CAR Insurance) and Annex 8 (Operational arrangements and exchange of information).	Not agreed to unilaterally change this until draft annex 8 is provided and reviewed by CP.	1-9-2015	See the answer to Question 1.
130	REA	9.3		All Annexes form part of the agreement and should only be amended with mutual consent.	1-9-2015	See the answer to Question 1.
131	REA	9.3		it is not acceptable that TenneT may unilaterally amend Annex 4 and 8. This should be the right of both parties or at least require the written consent of both Parties (referring to 11.4).	1-9-2015	See the answer to Question 1.
132	REA	9.3		unilateral changes and amendments not acceptable unless well-defined and eventually by adding a concertation procedure or hardship clause.	31-8-2015	See the answer to Question 1.
133	REA	9.3		This cannot be accepted as such. The contents of Annex 4 and Annex 8 is not yet known, but the title suggests that any changes will impact the operations and/or cost of the Installation. This should be limited to the extent that the amendments do not impact the cost, availability or performance of the Installation and in mutual agreement.	30-8-2015	See the answer to Question 1.
134	REA	10		the contract might be subject to conditions precedent such as the obtaining of permits and concessions?	31-8-2015	No, TenneT does not envisage any conditions precedent to be necessary.
135	REA	10.2	Start-up and commissioning of the connection and termination of REA	See our general comment in relation to the relationship between the REA and CTA. The REA should include objective procedures for determining that the construction/realisation of the connection and the commissioning of the inter array cables have been completed. In addition, the REA should explicitly stipulate that in case of a phased start of operation of the OWP, commissioning of the inter array cables will take place in phases, and consequently the REA will terminate in relation to such cables that have been commissioned successfully, whilst remaining in force in relation to the cables that have not yet been commissioned. Please note that the REA currently does not address commissioning of the connection by TenneT. Kindly clarify whether such commissioning needs any involvement of, or assistance by, the OWP.	18-9-2015	The boundary and the transition between the REA and CTA have been streamlined in the new drafts. No assistance by the Connected Party is required for the commissioning of the Connection.
136	REA	11.2		Is this a reference to standard terms and conditions of the Connected Party? Article unnecessary, and creates possible ambiguity, suggestion to delete this paragraph.	28-8-2015	Yes. This clause is added to avoid any conflicts between the GTC and any other terms and conditions (from the Connected Party). This exclusion of the Connected Party's terms and conditions is included to prevent ambiguity.
137	REA	11.3	All previous agreements and arrangements made by the Parties in relation to that subject matter are hereby cancelled.	when will TenneT 'fixate' it's planning, design, specs of the OSS and the connection and when will the agreement be signed (or unilaterally offered by TenneT)? If signing is after subsidy award, this clause gives TenneT an option to change the design and specs without CP's consent.	1-9-2015	See the answer to Question 1.
138	REA	11.3		Explain why is reference made to both the CTA and REA for a realization phase that should be covered in the REA? In other words, if both are applicable in the realization phase, it makes no sense to separate the documents into a CTA and REA?	1-9-2015	The boundary and the transition between the REA and CTA - and the provisions on commissioning - have been streamlined in the new drafts.
139	REA	11.4	Amendment agreement	To be aligned with art 9.	28-8-2015	This clause refers to 'unless otherwise provided in this agreement'. Further alignment is therefore not necessary.
140	REA	11.5	Ranking of agreements and GCT	Wording should be simplified in order to avoid any misunderstandings. For example the CTA is taking into account in this ranking list, but it is unclear if this includes the annexes to the CTA or not.	1-9-2015	For the avoidance of doubt: TenneT has inserted "including the annexes thereto" after 'CTA'. In addition, TenneT has made a subdivision in the paragraphs.
141	REA	11.7	Conflict with future legislation	If TenneT proposes an amendment to the REA 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.	1-9-2015	Indeed, amendments should always be in line with legislation and Codes. It is not intended to deviate from the Network Code or RfG. TenneT doesn't think it is necessary to change the provision as the agreement already contains a provision regarding conflicts with law.
142	REA	11.7		Suggestion to replace in closing line: "not withhold its consent on unreasonable grounds" with: "the Connected Party shall give its consent and the parties shall meet in good faith to agree on amended or new provisions."	28-8-2015	The text of the provision has been changed with regard to this comment.
143	REA	12	Notices	Art. 12.4, we assume the missing reference should be a reference to Art. 12.2. Consider referring to Annex 1 (Contact details of connected party) for the address of the connected party.	1-9-2015	This is correct, the reference should be a reference to 12.2. See also annex 6 REA (operational arrangements).
144	REA	12.4		Reference to Article 0.	30-8-2015	This is correct, the reference should be a reference to 12.2. See also annex 6 REA (operational arrangements).
145	REA	Annex 7	Compliance testing requirements	Please provide the content of these tests, the test procedures and the communication needs during the tests.	1-9-2015	TenneT refers to annex 7. See also the answer to Question 1.
146	CTA	Annexes	Comparability Annexes CTA-REA	The annexes to the document have not been provided. They are an important part of the legal documents and are required to make an overall assessment. Are the Annexes to the CTA the same as the Annexes to the REA with the same name?	30-8-2015	Annexes to the REA can differ from annexes to the CTA. The generic information can differ, depending on the information Parties will agree to insert. In respect of providing the annexes, see also the answer to Question 1.
147	CTA	Annexes	Annex to specify TenneT's maintenance activities to the platform	We miss an annex in the CTA which specifies TenneT's maintenance activities to the platform, especially the parts located at the interfaces which can influence the operation of the windfarm. For example the supervision and treatment of the coatings of the J-tubes. In case of related measurements and reporting, we would also like to see that added in the Annex.	1-9-2015	Planning of maintenance activities will be discussed in line with the operational arrangements annex. It is not intended to specify all maintenance activities on TenneT's Platform. See the answer to Question 1 and the (new) annexes.

148	CTA	Recital B	The installation is or will be connected to the offshore transmission system etc.	This should include a reference to the connection: "The Installation is or will be connected to the Offshore Transmission System via the Connection ..."	1-9-2015	The suggested reference has been added in the new draft CTA.
149	CTA	Recitals		suggestion to add a whereas stating: "D. The Parties have entered into a Realisation Agreement".	28-8-2015	In accordance with the current onshore practice, TenneT suggests to sign the REA and CTA on the same day. In any event, the REA will be signed before signing the CTA, so TenneT added a new whereas.
150	CTA	General	Disconnections platform	Needs to be ruled out that all supply cables will be taken out of operation. Always at least one cable should be in operation. Complete disconnection (precluding provision of E to the Wind farm) will lead to damage/loss of lifespan of the farm (see stranded asset mitigation paper as published on TenneT's website 99,983%)	1-9-2015	As indicated, the likelihood of all cables being taken out of operation is very low. However, this can not be excluded in its entirety.
151	CTA	General	(Partly) disconnections platform	Procedures are needed for use of the cable capacity in case one of the export cables is out of operation, and the 66 kV busbar coupler is closed. How will this procedure work out, e.g. when two windfarms of different owners are switched on one export cable, how will the transmission/overplanting capacity be divided between the two parties? And what if the two farms have different sizes and owners? This should be addressed in the CTA as well.	1-9-2015	Overplanting and curtailment related to capacity of OWF is prescribed in the Scenario. TenneT also refers to the updated position paper on overplanting, to be discussed during the technical expert meeting op 21 October.
152	CTA	General	Insurance	Please include that both parties shall be under an obligation to maintain liability insurance with a limit of not less than EUR 25 million per occurrence. In addition, please include that each party's insurance policy shall include a waiver of subrogation in favour of the other party.	18-9-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. This will be discussed on Friday 16 October.
153	CTA	1.2	No provision of this Connection and Transmission Agreement shall be interpreted to the detriment of a Party for the sole reason that that Party was responsible for drafting that particular provision	See REA comment to same article. (Please delete, or would otherwise need redrafting to balance it towards the interest of the CP. The article obviously only applies to TenneT and the (sole) fact that TenneT has drafted a certain text in the contract may very well be a relevant aspect in a discussion about the interpretation of the contract.)	1-9-2015	This clause has been deleted in the new draft. However, this does not affect the underlying principle that the interpretation of the agreements is not dependent on who drafted the relevant provisions (parts of the texts are based on proposals by OWFs or onshore provisions which have not been drafted by TenneT).
154	CTA	1.2	No provision of this Connection and Transmission Agreement shall be interpreted to the detriment of a Party for the sole reason that that Party was responsible for drafting that particular provision	The proposed rule appears unreasonable unless TenneT accepts major changes to its proposal based on feedback from the possible contractual counterparties (i.e. takes into account the comments from the review). Suggestion to delete.	28-8-2015	This clause has been deleted in the new draft. However, this does not affect the underlying principle that the interpretation of the agreements is not dependent on who drafted the relevant provisions (parts of the texts are based on proposals by OWFs or onshore provisions which have not been drafted by TenneT).
155	CTA	3	Article 3 contains the provisions regarding the offtake and the feed-in of electricity.	At present the CTA does not include clear definitions on important terms such as "Connection", "Contracted Transmission Capacity", "Offshore Transmission System", "Connection Point", "Feed-in Transmission Capacity", "primary Connection Point", "additional feed-in capacity", "Metering Device" and "primary part of Metering Device". Clarity on these terms will be essential, not only for the tender participants, but also for the banks. This entails that in relation to the abovementioned capacities maximum numbers should be included and where relevant reference should be made to the related annex with a drawing and / or a single line diagram.	18-9-2015	TenneT refers to the GTC and the annexes that give clarity on the definitions.
156	CTA	3.2	The offtake of electricity is via the offshore transmission system	This should include a reference to the connection. Same for Article 3.4.	1-9-2015	A reference has been added in the new draft in Articles 3.2 and 3.4.
157	CTA	3.3	The connected party will be able to receive electricity at the primary connection point	Please clarify what primary connection point is. This should be defined. Term is also used in Article 3.6 and 7.3.	1-9-2015	All connection points, including the primary connection points, will be described in the annexes to the agreements. Also, drawings will be included.
158	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?	1-9-2015	Feed-in transmission capacity will be expressed in MW. The Scenario prescribes how the allowed overplanting capacity is defined related to the Connected Party's capacity.
159	CTA	3.4	Feed-in transmission Capacity	Will there be a sanction of OWF feeds in more than the Feed-in Transmission Capacity?	9&10/9/2015	This paragraph states to which Feed-in Transmission Capacity the Connected Party is entitled. If the Connected Party feeds-in more than this capacity, the protection systems may come into action, which might lead to technical measures from TenneT's side, such as limitations or shut down. There will be no financial sanctions from TenneT's side.
160	CTA	3.4 - 3.5	Feed-in Transmission Capacity and additional feed-in capacity	How will TenneT deal with additional feed-in capacity. Before the tendering it has to be clear how TenneT will provide the right for additional capacity.	17-9-2015	TenneT refers to the updated position paper on overplanting, to be discussed during the technical expert meeting on 21 October. The Scenario describes how the capacity will be curtailed.

161	CTA	3.4 - 3.5		We understand that the actual Feed-in Transmission Capacity referred to in article 3.4 CTA will depend on the winning project in the upcoming tender. However, please indicate what would (technically) be the maximum Feed-In Transmission Capacity the tender participants may opt for. In addition, the CTA does not indicate how much additional capacity may be (technically) available in excess of the Feed-in Transmission Capacity. The potential additional capacity is currently addressed in article 3.5 CTA. This article however does not provide any indication as to the volume of such additional capacity and the duration for which such capacity may be available, which is essential information for bidders that should be taken into account into their tender calculations. Although we appreciate that TenneT does not guarantee the availability of such capacity, we would urgently request the opportunity to explore ways to provide the OWPs as much guidance as possible with respect to the (expected) availability of additional capacity in order to help them to optimise their projects.	18-9-2015	TenneT refers to the updated position paper on overplanting, to be discussed during the technical expert meeting on 21 October. The Scenario describes how the capacity will be curtailed.
162	CTA	3.5	TenneT will only provide this additional capacity if TenneT deems such technically feasible.	Needs to be clear before tendering for the wind farm if tennet will or will not provide the extra capacity. Right to withdraw extra capacity by TenneT to be ruled out	1-9-2015	TenneT refers to the updated position paper on overplanting, to be discussed during the technical expert meeting op 21 October. The Scenario describes how the capacity will be curtailed.
163	CTA	3.5		Procedures are needed for the use of overplanting capacity of the export cables and for the curtailing of power in case cable temperatures reach their maximum limits. This should be part of the CTA. OWF would like to have insight in order to adjust forecasts with respect to program responsibility.	1-9-2015	TenneT refers to the updated position paper on overplanting, to be discussed during the technical expert meeting on 21 October. The Scenario describes how the capacity will be curtailed.
164	CTA	3.5		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) that Tennen notifies the Connected Party if such capacity is not available. How to handle this if there are two Connected Parties?	1-9-2015	TenneT refers to the updated position paper on overplanting, to be discussed during the technical expert meeting on 21 October. The Scenario describes how the capacity will be curtailed.
165	CTA	3.5		Because of the large investments involved in the capacity between 350 and 380 MW more clarity is required in the contracts under what conditions the capacity will be provided. Information about the expectations of the availability of this capacity is required.	30-8-2015	TenneT refers to the updated position paper on overplanting, to be discussed during the technical expert meeting on 21 October. The Scenario describes how the capacity will be curtailed.
166	CTA	3.5		Needs to be agreed. Suggestion to replace with: " <i>The Connected Party has requested additional feed-in-capacity of [x] MW and TenneT has agreed to provide such extra feed-in-capacity on terms and conditions as stated in Annex Y.</i> "	28-8-2015	This suggestion has not been included, because TenneT cannot guarantee the availability of the overplanting capacity. TenneT refers to its updated position paper on overplanting (to be discussed during the technical expert meeting on 21 October) and to the Scenario. Note that the maximum overplanting capacity will be mentioned in annex 1.
167	CTA	3.5		We need more information on the cable, such as the specs.	9&10/9/2015	TenneT refers to the updated position paper on overplanting, to be discussed during the technical expert meeting on 21 October. The Scenario describes how the capacity will be curtailed.
168	CTA	3.5		Will it be possible to put monitoring on the cable (regarding overplanting)?	9&10/9/2015	TenneT refers to the updated position paper on overplanting, to be discussed during the technical expert meeting on 21 October. The Scenario describes how the capacity will be curtailed.
169	CTA	3.5		How will TenneT deal with additional feed-in capacity? Before the tendering it has to be clear how TenneT will provide the right for additional capacity.	18-9-2015	TenneT refers to the updated position paper on overplanting, to be discussed during the technical expert meeting on 21 October. The Scenario describes how the capacity will be curtailed.
170	CTA	3.6	Ensure for maximum Feed-in Transmission Capacity (excluding any additional feed-in capacity)	suggestion to replace "(but excluding any additional feed-in capacity as referred to in Article 3.5)" with: " <i>plus the additional capacity unless otherwise agreed in Annex Y.</i> "	28-8-2015	This suggestion has not been included in the new draft. TenneT refers to the updated position paper on overplanting, to be discussed during the technical expert meeting on 21 October. The Scenario describes how the capacity will be curtailed.
171	CTA	4.2; 4.3		Do we need these paragraphs?	9&10/9/2015	When adding an annex to an agreement, a basis for the use of such annex in necessary in the main body of the agreement. These paragraphs do not entail any obligation for TenneT or the Connected Party, they just state which information can be found in the annexes.
172	CTA	4.3	Annex 2 (Description and technical specifications of the Connection, including drawings)	what is meant with primary, secondary and tertiary Connection Points? Please add to the Definitions.	1-9-2015	TenneT refers to annex 2.
173	CTA	4.3		Please define the terms "primary", "secondary" and "tertiary" Connection Points	17-9-2015	
174	CTA	4.3		Please give a description for "primary", "secondary" and "tertiary" Connection Points.	18-9-2015	TenneT refers to annex 2

175	CTA	4.4	Right TenneT to restrict or interrupt transmission	please specify why TenneT would restrict or interrupt the transmission and define what is reasonable under these circumstances? The reasons mentioned here are rather vague, and again is referred to statutory duties which are not clear.	1-9-2015	TenneT is statutory obliged and legally capable to restrict or even interrupt power transmission on the grid for reasons of system security, emergency and restoration or in order to carry out works for maintenance or repairs of the grid. Also performing a redispatch is such a measure. The reasons for taking such measures are all mentioned and elaborated on in the Grid Code and System Code. TenneT does not intend to add any other reasons to those by way of this agreement.
176	CTA	4.4		Please clarify: is "work" a reference to maintenance and repair? Do you differentiate between scheduled and unscheduled/critical? Maintenance needs to be further detailed and agreed in a separate document. Suggestion to add: "TenneT shall indemnify the Connected Party for damage or loss resulting from such restrictions or interruptions." (To be aligned with general Terms and Conditions art 12 and maintenance requirements.)	28-8-2015	works carried out' refer to maintenance and repair. There will be no difference between schedules or unscheduled/critical for the purpose of this paragraph 4.4. Note that paragraph 4.4 is to be read in conjunction with (i) paragraph 4.5, in which there is a difference between scheduled and unscheduled outages and (ii) paragraph 4.6. TenneT refers to article 2 of the GTC for maintenance. The suggestion has not been included in the new draft. TenneT will not prejudice or affect the compensation as per the STROOM legislation. However, it will also not extend the compensation beyond the statutory scheme (the rule that the legislation is decisive works both ways).
177	CTA	4.4		These restrictions or interrupts should be considered unavailability with regard to the compensation mechanism.	30-8-2015	Compensation is the compensation as stated in the STROOM proposal. TenneT will not prejudice or affect the compensation as per the STROOM legislation. However, it will also not extend the compensation beyond the statutory scheme (the rule that the legislation is decisive works both ways). Questions regarding the compensation mechanism should be directed to the Ministry of Economic Affairs.
178	CTA	4.4		Please specify when it is deemed reasonably for TenneT to restrict or interrupt transmission.	17-9-2015	TenneT is statutory obliged and legally capable to restrict or even interrupt power transmission on the grid for reasons of system security, emergency and restoration or in order to carry out works for maintenance or repairs of the grid. Also performing a redispatch is such a measure. The reasons for taking such measures are all mentioned and elaborated on in the Grid Code and System Code. TenneT does not intend to add any other reasons to those by way of this agreement.
179	CTA	4.4	TenneT may restrict or interrupt transmission in the situations mentioned and TenneT shall notify connected party of outages.	The statutory compensation scheme for outages refers to a maximum period of five days for which no compensation is due. It is unclear how a connected party knows when this five days limit is reached. Please add obligation on TenneT to provide evidence of outages (in line with the statutory legislation including the upcoming Ministeriële Regeling) and to cooperate with the connected party to allow such party to make outage compensation claims.	18-9-2015	Compensation is the compensation as stated in the STROOM proposal. TenneT will not prejudice or affect the compensation as per the STROOM legislation. However, it will also not extend the compensation beyond the statutory scheme (the rule that the legislation is decisive works both ways). Questions regarding the compensation mechanism should be directed to the Ministry of Economic Affairs.
180	CTA	4.4		Please explain more in detail when it is deemed reasonably for TenneT to restrict or interrupt transmission.	18-9-2015	TenneT is statutory obliged and legally capable to restrict or even interrupt power transmission on the grid for reasons of system security, emergency and restoration or in order to carry out works for maintenance or repairs of the grid. Also performing a redispatch is such a measure. The reasons for taking such measures are all mentioned and elaborated on in the Grid Code and System Code. TenneT does not intend to add any other reasons to those by way of this agreement.
181	CTA	4.4 (a)		Please define the statutory duties.	17-9-2015	TenneT refers to statutory duties as defined by the STROOM act, the EU directives and Codes
182	CTA	4.5	TenneT notifies CP of any scheduled or unscheduled outage of the Connection	Should be separate mechanism for scheduled – agreement, not notification. "Outage": what is the relation to art 4.4? Please align language: restriction / interruption / outage.	28-8-2015	The agreement will mirror the arrangements onshore (Netcode).
183	CTA	4.5	TenneT may restrict or interrupt transmission in the situations mentioned and TenneT shall notify connected party of outages.	The statutory compensation scheme for outages refers to a maximum period of five days for which no compensation is due. It is unclear how a connected party knows when this five days limit is reached. Please add obligation on TenneT to provide evidence of outages (in line with the statutory legislation including the upcoming Ministeriële Regeling) and to cooperate with the connected party to allow such party to make outage compensation claims.	18-9-2015	Compensation is the compensation as stated in the STROOM proposal. TenneT will not prejudice or affect the compensation as per the STROOM legislation. However, it will also not extend the compensation beyond the statutory scheme (the rule that the legislation is decisive works both ways). Questions regarding the compensation mechanism should be directed to the Ministry of Economic Affairs. Provisions regarding information to the Connected Party for the purposes of compensation claims have been included in the agreements.
184	CTA	4.6	TenneT at all times carry out the works with the fullest allowance reasonably possible for the operations of the CP	suggestion to remove "all times" and add: "on a time schedule to be mutually agreed".	28-8-2015	The agreement will mirror the arrangements onshore (Netcode).
185	CTA	4.6		[Meeting 9/9]: clarify "fullest allowance"	9&10/9/2015	TenneT will try not to limit the allowance of the Connected Party (feed-in) when it carries out

186	CTA	4.6		What is meant by "the fullest allowance reasonably possible"?	17-9-2015	works. However, should such limitation be required, TenneT will try to keep the limitation as little as possible. The wording will be clarified in the Dutch text.
187	CTA	4.6		Could you write down that TenneT will not be allowed to take both the shore cables out of operation?	9&10/9/2015	As indicated, the likelihood of all cables being taken out of operation is very low. However, this can not be excluded in its entirety.
188	CTA	4.6	Carrying out of maintenance works	Comments were made regarding an obligation on TenneT not to take both connections out of operation. Although we appreciate that there can be certain situations in which both connections are taken out of operation, please include by way of example that article 4.6 means that TenneT shall aim to schedule works in a manner that avoids both connections being out of operation at the same time.	18-9-2015	As indicated, the likelihood of all cables being taken out of operation is very low. However, this can not be excluded in its entirety. TenneT also refers to paragraph 4.5 CTA.
189	CTA	5	Start-up and commissioning of the connection	This Article refers to the realisation of the connection and should therefore be included in the REA (in Article 4 REA). See our comments under Article 4 of the REA	1-9-2015	The boundary and the transition between the REA and CTA - and the provisions on commissioning - have been streamlined in the new drafts
190	CTA	5		Should this not be covered in the Realisation Agreement instead?	28-8-2015	The conditions precedent regarding the taking into operation of the Connection have been redrafted. The boundary and the transition between the REA and CTA - and the provisions on commissioning - have been streamlined in the new drafts
191	CTA	5	Start-up and commissioning of the connection	Please see our general comment in relation to the relationship between the REA and the CTA. In view of a potential phased operation, the term 'taking into operation' is confusing. According to TenneT this refers to full transmission capacity. That is however not in accordance with article 5.2 which refers to first use.	18-9-2015	The boundary and the transition between the REA and CTA - and the provisions on commissioning - have been streamlined in the new drafts. Wording has been changed in the draft.
192	CTA	5.1	Conditions precedent for taking Connection into operation	(see also art. 3.5 REA); will the Connection be commissioned cable by cable, or as a whole after connection and testing of all cables? Please combine these conditions precedent with the requirements in chapter 3 and 4 of the REA to one list of start-up and commissioning requirements.	1-9-2015	The installation will be commissioned cable by cable. The conditions precedent regarding the taking into operation of the Connection have been redrafted.
193	CTA	5.1		explain/clarify "take into operation" For overview please insert the main rule/reference on timing; when shall be taken into operation.?	28-8-2015	Once taken into operation, the Connected Party can feed-in electricity. TenneT refers to the Scenario date of 31 August 2019.
194	CTA	5.1 (a)		Could you write down this CP for TenneT in a different paragraph?	9&10/9/2015	Yes, this has been done in the new draft.
195	CTA	5.1 (c)	Appointment Acknowledged Metering Responsible Party	please provide clarity on Tennets policy and perform a cross-check of documents with regard to Metering Responsible Party.	1-9-2015	Joint appointment by TenneT and the Connected Party of an Acknowledged Metering Responsible Party after a tender process will result in having just one Acknowledged Metering Responsible Party on the Platform. Performing the Metering Services will not be done by TenneT, but by the jointly assigned Acknowledged Metering Responsible Party. The cross-check has been performed.
196	CTA	5.2		What do you mean by "use", is this full operation?	9&10/9/2015	Meant is 'first use', this has been clarified in the agreement.
197	CTA	5.3	Conditions precedent for partly taking Connection into operation	(see also art. 5.1 REA); specify the tests which have to be performed, and the costs.	1-9-2015	See the answer to Question 1.
198	CTA	5.3		explain/clarify "using" and: "any part of the Connection that has been taken into operation", this seems to presuppose that each string is one Connection?	28-8-2015	Using means to feed-in electricity. Taking into operation will take place cable by cable. For each cable, the conditions precedent have to be fulfilled.
199	CTA	5.3		Not in line with the realisation agreement. Please specify the commissioning and compliance tests to be performed and the costs thereof.	17-9-2015	The boundary and the transition between the REA and CTA - and the provisions on commissioning - have been streamlined in the new drafts.
200	CTA	5.3		Which tests have to be performed?	18-9-2015	See the answer to Question 1.
201	CTA	6	CP complies with connection requirements (Annex 4)	Please provide as soon as possible as we need to assess the impact on installation schedule.	28-8-2015	See the answer to Question 1.

202	CTA	7	Metering devices and metering services	Please provide clarity on which party will be responsible for installation, commissioning and maintenance for the metering equipment and how the costs will be allocated for these works. This should include a graphical drawing of the platform indicating the envisaged position of the meters (including the HV/MV cables). Also please indicate whether a connected party can place extra meters in its dedicated room on the platform and at what point the electricity production will be measured for the SDE+ subsidy.	18-9-2015	TenneT will provide and will be responsible for the primary part of the metering device, the 66kV current and voltage transformers. The metering devices will be connected to the transformers, the so-called secondary part of the metering device. Delivery and installation of the secondary part of the metering device will be the responsibility of the acknowledged metering party (<i>meetbedrijf</i>). The acknowledged metering party will provide the metering services on behalf and for the account of TenneT or, as the case may be, the Connected Party. A drawing has been included in Annex 2. The Connected Party is allowed to place extra meters in its dedicated room on the Platform. Questions regarding the SDE subsidy may be directed to the Ministry of Economic Affairs. TenneT is not the Acknowledged Metering Party. Wording has been included.
203	CTA	7.1	TenneT shall maintain, replace, relocate and/or remove the Metering Device	This article is only valid if TenneT is the Metering Responsible Party. See comment on 5.1c. Please also indicate what TenneT's QA/QC policy will be for the Metering Devices.	1-9-2015	There is no TenneT QA/QC policy applicable, because TenneT is not the Acknowledged Metering Party.
204	CTA	7.1		suggestion to add: " <i>at its own costs</i> ".	28-8-2015	Each Party will bear its own costs.
205	CTA	7.1		Will TenneT be the Metering Responsible Party?	17-9-2015	No, TenneT facilitates the joint tender for the Metering Responsible Party.
206	CTA	7.1		Do you mean the primary or secondary Metering Device?	9&10/9/2015	TenneT is responsible for the primary part, the Acknowledged Metering Party for the secondary part of the metering device by order of the Connected Party.
207	CTA	7.3	The connected party will appoint the acknowledged metering responsible party	Acknowledged metering responsible party will be contracted by TenneT (position paper T.9).	1-9-2015	The Acknowledged metering responsible party will be contracted by TenneT and the Connected Party, after a joint tender (facilitated by TenneT).
208	CTA	7.3		suggestion (last phrase) to change "The Connected Party" to "both parties"	1-9-2015	This has been changed in the new draft, following the suggestion.
209	CTA	7.4		suggestion to add: " <i>at the Connection or at the Platform</i> ".	28-8-2015	This has been changed in the new draft, following the suggestion.
210	CTA	7.4		Please define "power quality monitoring"	17-9-2015	Intended as stated in current Netcode.
211	CTA	8.1	Applicable tariffs and fees	suggestion to delete last sentence about tariffs or fees which may be introduced in the future. The "Tarievencode" , approved by ACM, is leading.	1-9-2015	TenneT cannot exclude that feed-in tariffs may be introduced in the future, that is why these tariffs and fees are mentioned here. TenneT is obliged to comply with new legislation on tariffs and fees should it be introduced.
212	CTA	8.1		Are these tariffs irrevocable?	9&10/9/2015	No, these tariffs are not irrevocable, since they will be set by the ACM (on a yearly basis). They have to be applied by TenneT, even if they may still be subject to appeal (unless a court in summary proceedings would determine otherwise).
213	CTA	8.1	Future tariffs or fees	According to TenneT no feed-in tariff and no connection fee will be charged pursuant to the STROOM Bill. This may however become different in the future. Please clarify in article 8.1, that the introduction of fees and tariffs referred to only regards fees and tariffs based on legislative changes. Please clarify the anticipated offshore transmission tariff for consumption and when this tariff is expected to be adopted.	18-9-2015	The word 'regulatory' has been included in paragraph 8.1, to make clear that TenneT will only collect regulated fees. The tariff for offshore consumption has not been determined yet. It is likely that this tariff will be set before the first consumption by the Connected Party.
214	CTA	8.2	In addition to the tariffs and fees (...), the Connected Party shall fully reimburse TenneT for its costs of commissioning tests and compliance tests and simulations	See REA comment to same article. (1) Which article is referred to of what doc? 2) CP must approve these costs in advance and should be quoted before opening of subsidy tender as these will weigh in the height of the bid.)	1-9-2015	The reference to art. 0 should be art. 9.4 and 9.5 CTA. TenneT will provide the (compliance) testing annex in a later stage.
215	CTA	8.2		Clarify, the access and related costs seem to only refer to the period after commissioning, but this is in fact unclear.	1-9-2015	Yes, costs in the CTA only relate to the period after commissioning of the Installation.
216	CTA	8.2		please specify these costs, and how and by who these are determined.	1-9-2015	TenneT will provide the (compliance) testing annex in a later stage.
217	CTA	8.2		We do not understand why we should pay for TenneT commissioning and has hence suggested to delete this article.	28-8-2015	Explanation: it regards the Connected Party's Installation to be tested and the Connected Party's compliance to be met.
218	CTA	8.2		Please specify the costs	17-9-2015	Cost categories will follow from the compliance testing annex (that will be provided in a later stage) and the annex 'operational arrangements'. The costs will not be specified during the tender.
219	CTA	8.2		It has also to be clear for Connected Party which costs have to be paid.	18-9-2015	Cost categories will follow from the compliance testing annex (that will be provided in a later stage) and the annex 'operational arrangements'. The costs will not be specified during the tender.
220	CTA	8.3 (i)	Costs of metering services on primary part of the Metering Device	what is meant with the primary part of the Metering Device?	1-9-2015	TenneT refers to annex 2.
221	CTA	8.4	Invoicing	All cost elements should be made known as part of the agreement.	30-8-2015	The cost categories will be determined in the agreements, but the costs will not be specified during the tender.
222	CTA	8.5		Could you add information from TenneT for OWF, to be used for Guarantees of Origin?	9&10/9/2015	Yes, such provision regarding information from TenneT to the Connected Party has been added in the new draft.
223	CTA	9	Information rights and operational matters	Information and operational matters should where applicable be made reciprocal.	31-8-2015	Paragraphs 9.1 and 9.3 have been changed in the new draft. Paragraphs 9.2, 9.4 and 9.5 contain obligations for the Connected Party and paragraph 9.6 was already reciprocal.

224	CTA	9		Suggestion to replace "Rights" in title with: "exchange, access"	28-8-2015	The title has been changed in the new draft.
225	CTA	9.1	The Connected Party shall retain records and supporting documentation	See REA comment to same article. Same comment as under Article 6.1 REA.	1-9-2015	See the answers to the questions regarding 6.1 REA.
226	CTA	9.1		Please define what these records and supporting documentation should consist of.	30-8-2015	
227	CTA	9.1		Which records and supporting documentation have exactly to be delivered on request?	18-9-2015	See the answers to the questions regarding 6.1 REA.
228	CTA	9.2	Providing forecast/generation data	[PM: Wrong reference to art. 9.2?] This is the proper way to specify information needs of TenneT, also apply in REA.	1-9-2015	The obligations relate to information that is required under the CTA, not in the REA phase.
229	CTA	9.2		Clarify "timely provide"	1-9-2015	The wording of the provision has been changed.
230	CTA	9.2		Please take this clause in the realisation agreement.	17-9-2015	The obligations relate to information that is required under the CTA, not in the REA phase.
231	CTA	9.3	Connected party shall guarantee accuracy of details provided to TenneT	Same comment as under Article 6.2 REA.	1-9-2015	Any liability for providing inaccurate data will be dealt with under general Dutch law.
232	CTA	9.3		Accuracy includes an associated uncertainty range.	30-8-2015	The wording has been changed with regard to the accuracy.
233	CTA	9.3		suggestion to rephrase: "The Connected Party shall provide accurate and complete information to TenneT insofar as the accuracy and completeness of such information can be verified by the Connected Party."	28-8-2015	The wording has been changed in this paragraph, as well as the reciprocity of this paragraph.
234	CTA	9.4	Connected party shall allow TenneT at any time to perform commissioning tests and compliance tests.	Same comment as under Article 6.3 REA.	1-9-2015	TenneT refers to its answers regarding article 6.3 REA.
235	CTA	9.4		Any time requires a notice period sufficient for the Connected Party to comply to.	30-8-2015	
236	CTA	9.4		"Any time" is too demanding on the park. An arrangement has to be set up to cater for this. Please clarify which tests you have in mind.	28-8-2015	
237	CTA	9.4		Allowing TenneT to perform commissioning and compliance tests at any time is not acceptable. Coordination with Connected Party is necessary. A specification of the tests should be provided by TenneT.	18-9-2015	TenneT refers to the annex 'compliance testing requirements' and the position paper on this topic. See also the answer to Question 1.
238	CTA	9.5		access rules (art. 9.4 and 9.5 CTA) should be specified in a special Annex. Which parts of the platform are accessible to which parties and at which times and for which reasons? This should be stated in detail for all parties involved.	1-9-2015	TenneT refers to its answers regarding article 6.3 REA.
239	CTA	9.5		"at all times" access of TenneT to the CP space on the platform should be reasonable and in agreement with the Connected Party to minimise interrupts in the operations of the Installation.	30-8-2015	TenneT refers to its answers regarding article 6.3 REA.
240	CTA	9.5		suggestion to add at the beginning: "TenneT shall ensure the Connected Party's access to the area designated for use of the Connected party."	28-8-2015	TenneT refers to its answers regarding article 6.3 REA.
241	CTA	9.5		The Connected Party should also have at any time access to the Connection and the metering equipment.	17-9-2015	TenneT refers to its answers regarding article 6.3 REA.
242	CTA	9.5		Connected Party also needs access to their equipment on offshore platform for planned and unplanned activities. Reaction time has to be agreed between TenneT and Connected Party. An access control concept for offshore platform is necessary to secure a proper access control with regard to HSE and security for relevant equipment owner/operator.	18-9-2015	Access to the designated area will be arranged for in the agreement, subject to the operational rules which will be determined after the tender (such as HSE requirements).
243	CTA	11	Step-in entity	Suggested wording: "If, under the finance documentation, the lenders appoint a step-in entity for the obligations of the Connected Party under this Connection and Transmission Agreement, no prior consent of TenneT is required for its appointment, provided that [...]"	1-9-2015	Wording regarding the Connected Party's financing documentation has now been amended in the new draft of the CTA .
244	CTA	11		Relation to general assignment article (General Terms and Conditions art 5) must be clarified – this seems to be special regulation (i.e. general assignment should be subject to this article 11).	28-8-2015	This is correct, article 11 is a special regulation, only applicable in case of a step-in entity as meant in article 11. TenneT refers to paragraph 14.5 of the CTA that states that in case of a conflict between the CTA and the GTC, the CTA prevails.
245	CTA	11		Connected Party's Financing documentation Text proposal in Word file.	21-9-2015	Wording regarding the Connected Party's financing documentation has now been amended in the new draft of the CTA .
246	CTA	11		As arrangements under the financing documentation are relevant for both the REA and CTA regime, please consider moving this clause to the GTCs.	21-9-2015	Noted. However, because of clarity to lenders, this article will remain in the REA and CTA.
247	CTA	11 (c)		Two months is quite short, could you extend this period?	9&10/9/2015	TenneT believes two months is not unreasonable.
248	CTA	12	Amendment of Annexes	See comment under Article 9 REA.	1-9-2015	See the answer to Question 1.
249	CTA	12.2	Amendment of Annex 2	not only TenneT, but both parties should be allowed to propose amendments to Annex 2.	1-9-2015	See the answer to Question 1.
250	CTA	12.3	Amendment of Annex 6	This cannot be accepted as such. The contents of Annex 6 is not yet known, but the title suggests that any changes will impact the operations and/or cost of the Installation. This should be limited to the extent that the amendments do not impact the cost, availability or performance of the Installation and in mutual agreement.	30-8-2015	See the answer to Question 1.
251	CTA	12.3		We are not able to assess until we have received Annex 6.	28-8-2015	See the answer to Question 1.
252	CTA	13.2	Term of agreement	the term of the CTA should be defined in accordance with the expected lifetime of the windfarm or the maximum duration of the permit.	1-9-2015	In line with onshore practice, the CTA will be entered into for an indefinite period, but with cancellation possibilities as stated in the GTC.

253	CTA	14.2	General terms & conditions CP not applicable	Is this a reference to standard terms and conditions of the Connected Party? Article unnecessary, and creates possible ambiguity, suggestion to delete this paragraph.	28-8-2015	Yes, this is a reference to the standard terms and conditions of the Connected Party. This reference is necessary to avoid any potential conflicts between the Connected Party's terms and conditions and the terms and conditions applicable to (and part of) the CTA and the REA.
254	CTA	14.4	CTA only amended by mutual written consent Parties	Relation to art 12 REA, changing Annexes must be clarified.	28-8-2015	This paragraph remains unchanged, because this paragraph states that mutual written consent is required for changes to the CTA (including annexes). However, TenneT did change some other provisions in the CTA (and REA) regarding amendment of annexes.
255	CTA	14.5	Ranking	See comment under Article 11.5 REA (Wording should be simplified in order to avoid any misunderstandings. For example the CTA is taking into account in this ranking list, but it is unclear if this includes the annexes to the CTA or not.).	1-9-2015	For the avoidance of doubt: TenneT has inserted "including the annexes thereto" after 'CTA'. In addition, TenneT has made a subdivision in the paragraphs.
256	CTA	14.7	Conflict with future legislation	replace "not withhold its consent on unreasonable grounds" with: "give its consent and the parties shall meet in good faith to agree on amended or new provisions".	28-8-2015	The text of the provision has been changed with regard to this comment.
257	CTA	Annex 6	Operational Arrangements and exchange of information	Not only TenneT, but both parties should be allowed to propose amendments to Annex 2.	18-9-2015	See the answer to Question 1.
258	GTC	General		TenneT has in the document granted itself the right to unilaterally amend and/or change conditions/arrangements/Annexes such as the unilaterally change of design. This is highly undesirable. Bidders will base their bids e.g. on the TenneT documentation. If TenneT has the right to unilaterally amend and/change the agreements including Annexes and general terms and conditions between bid submission and signing the agreements, this could have a potential impact on the costs for the developer of the wind farm. Therefore, the relevant clauses should be changed in such a way that both the developer of the wind farm and TenneT have to agree on any changes and/or amendments of conditions	17-9-2016	See the answer to Question 1.
259	GTC	General		The realisation and connection and transmission agreement are not in line with each other. For example Clause 5.3 determines that the Connected Party may start using any part of the Connection, while the Connection and Transmission agreement determines that TenneT will not take the Connection in operation RWE advises to take at least in the connection and transmission agreement that the Connected Party is allowed parts of the Connection after fulfillment of the requirements.	17-9-2016	The conditions precedent regarding the taking into operation of the Connection have been redrafted.
260	GTC	General		Could you insert a provision regarding non-compliance (wanprestatie)?	9&10/9/2015	TenneT has not included such provision, because the Dutch Civil Code already contains a provision on this topic, see 6:74 DCC.
261	GTC	General	Definitions	Definitions and wording, used in these agreements, should be as much as possible in line with the definitions and wording as given in de new Act STROOM.	1-9-2015	Noted. Definitions and wording will be in line with STROOM, unless a deviation is necessary. The alignment will be more clear in the Dutch language version of the GTC.
262	GTC	General	Definitions	What will happen if the Act (STROOM) is not enacted?	9&10/9/2015	The REA/CTA/GTC as well as building of the Platform and the Borssele tender are connected to the Act entering into force. Without STROOM entering into force, there will be no formal task for TenneT to build and operate the offshore transmission grid, the platform or the connection, which means that TenneT will not start construction activities before STROOM enters into force.
263	GTC	1	"Agreement"	clarify relation to annexes and General terms and conditions here or by article stating what the agreement consist of.	28-8-2015	Please see the definitions of REA and CTA, in which the annexes have been included.
264	GTC	1	"Cables"	Suggestion to add clear definitions of all different "Cables", including a clear definition of the exact scope which the different cables cover.	1-9-2015	Such definition should not be necessary. Where relevant it has been indicated in the text of the articles what type of cables are meant.
265	GTC	1	"Connection": The system of cables and devices connected thereto....	what is meant with "thereto"?	1-9-2015	The definition of 'Connection' will be clarified.
266	GTC	1		Clarify if the Connection is a part of the Offshore Transmission System and if one infield string connects to one connection point.	28-8-2015	Yes, the Connection is part of the Offshore Transmission Systeem, which also follows from the definition of 'transmissiesysteem op zee' in STROOM. There are several physical (primary) connection points that each connect to one string. Those (primary) connection points are called together the Primary Connection Point.
267	GTC	1	"Connected Party"	During the realisation of the connection the developer is not yet a connected party as defined in the STROOM Bill. Misunderstanding can be avoided by including in the definition: "anyone requesting a connection will also be considered a connected party" or by referring to contracting party instead of connected party in the REA.	1-9-2015	Definition has been changed in the new draft, which is now shortened to "The Connected Party as defined in the Agreements".
268	GTC	1	"Connection Point"	Should Connection Point not be Connection Points, since there are multiple points of common coupling?	1-9-2015	There are several physical (primary) connection points that each connect to one string. Those (primary) connection points are called together the Primary Connection Point.
269	GTC	1	"Contracted Transmission Capacity": The contracted transmission capacity for offtake referred to in Section 3.7.4 of the electricity tariff code (Tarievencode Elektriciteit).	The actual capacity is now not included. The definition of contracted transmission capacity should therefore include the phrase "which value is specified in the CTA".	1-9-2015	A reference has been added in the new draft.

270	GTC	1	"Feed-in Transmission Capacity"	Same suggested amendment as the contracted transmission capacity.	1-9-2015	A reference has been added in the new draft.	
271	GTC	1	"Offshore transmission system"	Clarify if the Connection is included.	28-8-2015	Yes, the Connection is part of the Offshore Transmission System, which also follows from the definition of 'transmissiesysteem op zee' in STROOM.	
272	GTC	1	"Person Responsible for the Installation"	suggestion to add the appropriate certification for the Person Responsible for the Installation.	1-9-2015	TenneT believes a certification requirement does not need to be defined here. This should follow from the applicable HSE-rules / operational arrangements.	
273	GTC	1	"Platform"	Check the definition of Platform in relation to the definition of Connection. Add an interface drawing, which makes clear the interfaces between Offshore Transmission System, Installation and Connection on the Platform.	1-9-2015	TenneT refers to annex 2.	
274	GTC	2	Maintenance etc.	This should include realization.	18-9-2015	No, because TenneT will have start (the preparations for) building the Connection before the agreements have been signed. This means that TenneT cannot consult the Connected Party on the installation of the Connection. This is in line with the onshore GTC.	
275	GTC	2.1	Connection shall be maintained, tested, replaced, relocated, and/or removed exclusively in accordance with Annex 2	Maintenance and reporting also part of Annex 2, or is it not better to specify these activities in a separate Annex? With a commonly agreed planning for these activities?	1-9-2015	Planning of maintenance activities will be discussed in line with the operational arrangements annex. It is not intended to specify all maintenance activities on TenneT's Platform. See the answer to Question 1 and the (new) annexes.	
276	GTC	2.1		One-sided. Should more clearly defined when TenneT does not need to consult with Connected Party. For scheduled maintenance the parties should agree upfront on the timing and duration. Suggestion to replace "shall consult" with: "shall agree on"	28-8-2015	TenneT cannot mention the situation that preclude prior consultation, because this depends on the circumstances of the case. The last sentence of paragraph 2.1 means that TenneT has to consult the Connected Party if that is possible. The suggestion has not been included, because it can happen that TenneT has to take action before or without consent of the Connected Party.	
277	GTC	2.2	Remedies for Connection not meeting requirements that may be reasonably expected of it	please specify the time which TenneT needs to remedy the relevant defects and refer to the above mentioned Annex with maintenance and repair activities.	1-9-2015	How much time TenneT needs will depend on the scope of the relevant defect.	
278	GTC	2.2		Reasonably expected	Add "at the risk and expense of TenneT".	1-9-2015	Cost has been added in the new draft. Inclusion of "risk" does not seem necessary here.
279	GTC	2.2		Please add "at the expense of TenneT"	17-9-2016	This has been included.	
280	GTC	2.3	Modifications at the request of the connected party shall be at the expense of the connected party.	We understand that connected parties can suggest modifications to the connection, please clarify such process.	1-9-2015	This cannot be clarified yet, because the response to such a request is to be assessed on an individual basis.	
281	GTC	2.4	Future introduction of regulated tariffs	suggestion to delete this article. If in the future the regulatory required fees will change, then a new CTA or a revision should be concluded.	1-9-2015	This has not been changed in the new draft. TenneT did include the word "regulated" before <i>tariffs</i> , to make clear that this paragraph solely relates to regulated tariffs and not to other tariffs. 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.	
282	GTC	2.4		the possible introduction of connection fee gives concerns about stability of the contractual provisions.	31-8-2015	TenneT did include the word "regulated" before <i>tariffs</i> , to make clear that this paragraph solely relates to regulated tariffs and not to other tariffs. 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.	
283	GTC	2.4		Does this imply that maintenance cost may be borne by the Connected Party and not TenneT? And what would trigger such change?	28-8-2015	Maintenance costs will be borne by TenneT, unless and until the legislation changes and determines that such costs are to be borne by the Connected Party. Such change is up to the legislator, not TenneT.	
284	GTC	2.4		Fees should be known to the Connected Party before the bidding process.	17-9-2016	Whether a connection fee 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.	
285	GTC	3	Property rights	Can assets on the platform in ownership of the connected party be carved out?	1-9-2015	Yes, this has been added in the new draft.	
286	GTC	3		Please add that Property rights of the Connected Party remain the property of the Connected Party	17-9-2016	TenneT has added wording in the new draft.	
287	GTC	3		Could you rephrase 'property rights' into 'exclusive rights'?	9&10/9/2015	TenneT has changed the wording in the new draft.	
288	GTC	3.1	TenneT owns Connection	Who is owner of the Connection Point?	1-9-2015	TenneT.	
289	GTC	3.2		Is there any protection for assets constructed by OWF on the Platform? Could you list all assets in an annex to the CTA?	9&10/9/2015	The extent to which property is protected is a matter of general law. However, TenneT and the Connected Party could record which assets belong to the Connected Party. Adding such list in an annex to the CTA would be difficult, because the list might change over the years. However, parties could in the future agree on such a list (clarifying the ownership).	
290	GTC	3.3	The Connected Party shall take all measures and provide all cooperation	This should be further investigated. It should be within reasonable bounds (reasonable measures...).	30-8-2015	The new draft is changed and states "all measures reasonably possible".	

291	GTC	3.3		Do you here mean physical ownership or IPR, and why should the Connected party take measure to protect it? Suggestion to delete: "take all measures and".	28-8-2015	The paragraph refers to exclusive rights and where possible to ownership rights. Intended is the legal ownership, not intellectual property rights. See article 8 for intellectual property rights.
292	GTC	4	cable crossings	[Company] has concerns regarding cable crossings and provided TenneT with additional documentation.	28-7-2015	TenneT has incorporated concerns regarding cable crossings with third parties as mentioned by OWFs during legal session September in TenneT's response to the consultation of MinEA's draft Site Decisions Borssele I and II.17/09/2015.
293	GTC	4		Could parties agree on distance between cables (technical problems), and proximity with third parties?	9&10/9/2015	TenneT will not be a party with regard to any arrangements between the Connected Party and third parties.
294	GTC	4.1 (ii)		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...")	1-9-2015	The text has not been changed, because there is only a need for consultation if the execution affects the Connection. Other activities do not have to be consulted, because those activities do not affect the Connected Party.
295	GTC	4.3	Shared use of the Connection	What third party could require shared use of the Connection? The shared use of the Connection of the Installation (PPM) is not acceptable.	30-8-2015	There will be no shared use of the Connection. This paragraph has been deleted.
296	GTC	4.3		What is a reasonable ground?	17-9-2016	This paragraph has been deleted.
297	GTC	4.4		This should apply to the subject of the REA and CTA.	30-8-2015	The GTC apply to the REA and the CTA. There is no need to add that this paragraph solely applies to the REA and CTA.
298	GTC	4.4 (i)		define "business operations" of the other Party.	1-9-2015	TenneT believes that a further definition is not necessary. This in line with the onshore GTC, in which the word ' <i>bedrijfsvoering</i> ' is used.
299	GTC	5	Transfer of rights and obligations	Relation to step in rights in the CTA must clarified. We assume step-in will prevail.	28-8-2015	The paragraph regarding the Connected Party's finance documentation in the REA and CTA will prevail over the GTC.
300	GTC	5.1	Transfer by the connected party of its rights and obligations requires the prior written consent of TenneT.	It should be possible for a connected party to transfer the contract to an affiliate without the prior written consent.	1-9-2015	No, this is not possible. TenneT has an obligation to conclude an agreement with the party that has been granted the SDE subsidy and the wind farm permit. In order to make sure those conditions have been satisfied in case of transfer of the contract to an affiliate, prior written consent is required. Also, TenneT needs to know who its counterpart is, because of its TSO obligations and activities. The words "such consent shall not be unreasonably denied or withheld" have been added.
301	GTC	5.1		suggestion to add: "such consent not to be unreasonably denied or withheld".	28-8-2015	The words "such consent shall not be unreasonably denied or withheld" have been added. See the previous answer for a further clarification.
302	GTC	5.1		Transfer by the Connected Party of its rights or obligations under any of the Agreements should be possible without prior written consent of TenneT. It should be possible for a connected party to transfer the contract to an affiliate without the prior written consent.	18-9-2015	No, this is not possible. TenneT has an obligation to conclude an agreement with the party that has been granted the SDE subsidy and the wind farm permit. In order to make sure those conditions have been satisfied in case of transfer of the contract to an affiliate, prior written consent is required. Also, TenneT needs to know who its counterpart is, because of its TSO obligations and activities. The words "such consent shall not be unreasonably denied or withheld" have been added.
303	GTC	5.2	provided that TenneT guarantees the fulfilment of the obligations by that third party pursuant to the respective Agreement.	Can this be another party than the Offshore TSO as appointed by the Government? Is TenneT allowed to delegate these tasks?	1-9-2015	At the moment, there is only one TSO for electricity. Should there be another TSO for electricity in the future (appointed by the Minister), TenneT might (be obliged to) transfer its legal relationship under any of the agreements to that other TSO. In addition, other system operators (appointed by Government) may execute duties on TenneT's behalf. TenneT is allowed to engage third parties for the performance of (parts of) its tasks, but TenneT will be responsible.
304	GTC	5.2		Such assignment right should be provided that such party has sufficient financial strength to fulfill the obligations under the agreement and that the assignee is not a competitor of the connected party.	28-8-2015	Agreed. See the previous answer, in which TenneT clarifies that the transfer could only be to another TSO, that has to comply with the STROOM Act and European legislation. TenneT cannot transfer its legal relationship to another party than a TSO, including not to a competitor of the Connected Party.
305	GTC	5.2		Is TenneT allowed to do so according to Dutch law such as the Electricity Act?	17-9-2016	At the moment, there is only one TSO for electricity. Should there be another TSO for electricity in the future (appointed by the government), TenneT might (be obliged to) transfer its legal relationship under any of the agreements to that other TSO, that has to comply with the STROOM Act and European legislation. TenneT is allowed to engage third parties for the performance of (parts of) its tasks, but TenneT will be responsible.
306	GTC	6.1	Monthly invoicing	Please clarify the applicability of this clause. What is the relation between this article and article 8 CTA?	28-8-2015	Article 8.4 CTA states that TenneT shall invoice in accordance with article 6 GTC. Article 6 GTC contains more details on invoicing and payment, in addition to article 8.4 CTA.

307	GTC	6.5	5. Deductions except as required by law. If the Connected Party is required to make any Tax	(editorial remark) Incomplete sentence.	28-8-2015	There seems to be a mistake in the text used by the party making this comment. Please look at the draft at the TenneT offshore website for the correct text.
308	GTC	6.5		What does the last sentence mean?	9&10/9/2015	This sentence is added from a practical perspective. TenneT will indicate information such as its bank account and the paying reference to be used.
309	GTC	6.7	including but not limited to legal and other costs and lawyer's fees.	Add "reasonable" for these costs.	1-9-2015	This has been added in the new draft.
310	GTC	6.7		Please define "other costs"	17-9-2016	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).
311	GTC	6.7		Please specify "other costs"	18-9-2015	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).
312	GTC	7	Financial security	Collateral' should be specified and include thresholds. Please remove or make it clear that credit support is only required if regular payments become payable to TenneT of more than [X] EUR per month.	18-9-2015	With 'collateral', TenneT means 'financiële zekerheid', such as bank guarantees. The provision corresponds with the onshore GTC.
313	GTC	7.1	Collateral	suggestion to replace "may" with "shall".	28-8-2015	This has not been changed in the new draft, because there is no obligation for TenneT to ask for collateral, nor is certain that TenneT will require collateral. The word "might" gives TenneT the possibility to do.
314	GTC	7.1		What does 'collateral' mean?	9&10/9/2015	With 'collateral', TenneT means 'financiële zekerheid', such as bank guarantees. The provision corresponds with the onshore GTC.
315	GTC	7.1		Could TenneT delete this paragraph?	9&10/9/2015	The provision corresponds with the onshore GTC and TenneT does not see any reason to exclude this possibility.
316	GTC	7.1 (a)	the Connected Party fails or in the previous three months failed to meet its payment obligations,	Improve wording. Either 3 consecutive months or twice within 3 months. One payment default cannot be ground for demanding security.	1-9-2015	TenneT prefers to maintain the wording. This paragraph concerns cumulative conditions and TenneT will treat this with a reasonable approach, taking into the account the amounts concerned.
317	GTC	7.1 (b)	Connected Party to provide collateral	Under b it is only related to undisputed amounts.	30-8-2015	In the new draft the words "that are undisputed or that are not disputed on reasonable grounds" have been included.
318	GTC	8	Intellectual Property	There must be reciprocity in Confidentiality and Intellectual Property clauses. Information already in possession of the Connected Party cannot be part of the Intellectual Property under this agreement.	30-8-2015	This has been included in the new draft.
319	GTC	8		suggestion to make this article reciprocal. Suggestion to add: "tangible information" and "such" information.	28-8-2015	The first suggestion has been included in the new draft, with the exception that TenneT will not return certain information to the Connected Party if TenneT has a legal duty to keep and/or publish that information. TenneT believes the second suggestion is already covered, because the paragraph already includes "tangible and intangible proprietary information".
320	GTC	9	Insurance	CAR insurance should be included here as well. The coverage level of the liability insurance should be better defined in relation to the risks. Further the period during which the insurance is valid should be defined.	1-9-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. The insurance topic will be discussed in the legal session on Friday 16 October.
321	GTC	9		This clause should be made reciprocal.	31-8-2015	This article is reciprocal: paragraph 1 applies to TenneT, paragraph 2 applies to the Connected Party.
322	GTC	9	Insurance	Please include threshold.	18-9-2015	The insurance topic will be discussed in the legal session on Friday 16 October.
323	GTC	9.1	3rd party liability insurance TenneT	Suggestion to add the following wording: "The insurance shall include a waiver of subrogation in favour of the Connected Party."	1-9-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. The insurance topic will be discussed in the legal session on Friday 16 October.
324	GTC	9.1		will TenneT insurance cover for damage to Connected Parties' cables entering the Platform?	31-8-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. The insurance topic will be discussed in the legal session on Friday 16 October.
325	GTC	9.2	3rd party liability insurance CP	Suggestion to add the following wording: "The insurance shall include a waiver of subrogation in favour of the TenneT."	1-9-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. The insurance topic will be discussed in the legal session on Friday 16 October.

326	GTC	9.2		suggestion to replace "take out" with "have".	28-8-2015	This has been included in the new draft.
327	GTC	10.1	Execute agreements as good TSO	suggestion to add: "and in line with good industry practice".	28-8-2015	Suggestion has not been followed as TenneT believes a reference to being a good TSO is more appropriate than to the "industry".
328	GTC	10.2	Engagement of third parties by TenneT	specify the terms under which TenneT has the right to engage third parties.	1-9-2015	This has not been included in the agreements. TenneT has a right to engage third parties, will make sure those third parties are HSE compliant and TenneT is in principle liable for the actions of such third parties.
329	GTC	10.2		suggestion to add: "TenneT is responsible for the acts and omissions of such contractors".	28-8-2015	Wording has been included in the new draft.
330	GTC	10.2		is intended the transfer of the legal relation under the agreements?	9&10/9/2015	No, this is not intended. This paragraphs relates to engage third parties, without a transfer of the legal relationship under the agreements.
331	GTC	10.2; 10.3		suggestion to replace "third parties" with "contractors".	28-8-2015	"Contractors" may be too narrow. TenneT could e.g. involve other system operators, metering companies or group companies.
332	GTC	10.3	Engagement of third parties by CP	suggestion to add: "The Connected Party is responsible for the acts and omissions of such contractors".	28-8-2015	Wording has been included in the new draft.
333	GTC	11		Please explain what is included in "case of sufficiently pressing reasons"	18-9-2015	This article has been deleted.
334	GTC	11	Suspension	Based on the STROOM Bill and the subordinate legislation outages outside of the five day period will be compensated. Although in certain circumstances TenneT may under Dutch law have a suspension right, it should be clarified that this suspension right should not apply in relation to its obligation to pay compensation to the OSW.	18-9-2015	This article has been deleted.
335	GTC	12	Liability	TenneT's liability is governed by the statutory compensation scheme based on the STROOM Bill. It should be made clear in the GTC that nothing stated in the agreements and the GTC, including but not limited to provisions regarding liability, force majeure and suspension, can limit the statutory compensation rights of the OWP.	18-9-2015	Compensation is the compensation as stated in the STROOM proposal. TenneT will not prejudice or affect the compensation as per the STROOM legislation. However, it will also not extend the compensation beyond the statutory scheme (the rule that the legislation is decisive works both ways). Note that paragraph 12.1 states explicitly that TenneT will not deviate from the STROOM Act regarding damage suffered by the Connected Party.
336	GTC	12.2		Why should voltage management lead to disruption of grid connection?	18-9-2015	This clause is not linked to disruption of the Connection.
337	GTC	13		Please remove section force majeure. Force majeure should not lead to a right to terminate grid connection contracts.	18-9-2015	This article has been redrafted.
338	GTC	13	Force majeure	The FM provision should be explicitly limited to events or circumstances (or any combination of events and circumstances) the occurrence or effect of which (a) is beyond the reasonable control of, and could not have been avoided by steps which may reasonable been expected to have been taken by a reasonable and prudent operator (or connected party); and (b) causes or results in the affected party being unable to perform (in whole or in part) or being delayed in performing any of its obligations owed to the other party under the agreements. In addition, for the avoidance of doubt, it should be clear that certain events or circumstances shall in no event constitute force majeure: e.g. (i) break down of the transmission system or installation caused by normal wear and tear or by a failure properly to maintain such transmission system or installation, in each case in accordance with the standards of a reasonable and prudent operator; (ii) default of payment obligations or commercial, financial or economic conditions. Consequently, subject to the above, force majeure will include the 3 circumstances set out in article 13, provided that sub (a) is amended to also apply to the OWP. We would furthermore expect a provision on information provision regarding the force majeure event, its estimated duration, status updates on the force majeure event and actions taken, as well as the (reasonable) obligations on the affected party to rectify the force majeure event. We do not consider it acceptable that TenneT has the right to terminate the REA or CTA if a force majeure situation is expected to last more than three months or has already lasted three months. This period is much too short and is disproportionate to the implications of such termination for the OWP. Please note in this respect that the STROOM compensations scheme does not seem to apply in such case. This scheme merely relates to construction delays and interruptions and is therefore based on the assumption that the missed subsidy and electricity sales will be realized, although at a later time, which will not be the case in the event of termination of the REA and/or CTA by TenneT. Moreover this provision will not be acceptable by the banks.	18-9-2015	This article has been redrafted.
339	GTC	16		Why should TenneT have the right to terminate? It's TenneT obligation to connect the offshore wind farm to the grid. What about financial compensation to the Connected Party?	18-9-2015	Article 16 has been redrafted to limit the circumstances under which the agreements could be terminated. Whether or not there will be termination costs will depend on the reason for termination and will have to be assessed on a case by case basis, based on general Dutch contract law.
340	GTC	17.5		Why should the Connected Party pay TenneT an amount equal to 10% of the imbalance price?	18-9-2015	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.
341	GTC	10.4 (d)	The Parties are required to render each other all cooperation in the application and execution	Is testing also included in 5 day time-window TenneT gets per year for which no compensation is due under AMvB?	1-9-2015	Please contact the Ministry of Economic Affairs for questions regarding the AMvB. Note that not all tests result in outages.

342	GTC	10.4 (d)		suggestion to replace "Connected Party is" with "Parties are".	28-8-2015	This has not been changed in the new draft, because TenneT might be entitled to compensation, should works be carried out on the request of the Connected Party (article 2.3 as of "unless...")
343	GTC	10.4 (d)		What about financial compensation?	17-9-2016	The article provide that no financial compensation will be granted to the Connected Party, unless explicitly agreed in any of the agreements.
344	GTC	10.6	Upon request of TenneT, the Connected Party shall provide TenneT with immediate access to any space on the Platform that is designated for use by the Connected Party	should be part of Access rules, which should be defined in a separate annex. TenneT should also give access to Connected Party to their parts of the platform. Suggestion to rephrase "immediate access"	1-9-2015	The agreements and GTC have been adjusted to avoid overlap.
345	GTC	10.6		Covered by the agreements (and probably the Annexes as well), suggestion to delete this paragraph.	28-8-2015	The agreements and GTC have been adjusted to avoid overlap.
346	GTC	11	Any party may suspend its obligations in the event of 'sufficiently pressing reasons'	It is unclear what situations may constitute a sufficiently pressing reason. This should be elaborated to avoid any insecurity and possible disputes.	1-9-2015	This article has been deleted.
347	GTC	11		a remedial period has to be observed before suspension (if not inspired by a sudden event that calls for a suspension for reason of safety and security of the grid).	31-8-2015	This article has been deleted.
348	GTC	11		Is this article necessary?	9&10/9/2015	This article has been deleted.
349	GTC	12	Liability and Compensation	Needs closer legal review, however some general points: 1) Copying, interpreting, rewriting, etc. of the statutory compensation scheme for late delivery and cable downtime should be avoided. 2) The Parties agree that they do not have the intention to and none of the agreements shall be construed in such a way as prejudice or limit CP's rights to compensation under the AMVB. 3) This liability clause therefore only covers that which is not dealt with by the STROOM compensation scheme.	1-9-2015	Agreed. This has been clarified in the new drafts.
350	GTC	12		We need to define the liabilities of both parties and other parties working on the platform, and to exchange the insurance conditions of both parties covered by the liability and CAR insurance.	1-9-2015	The liability paragraph has been clarified in the new draft. TenneT refers to the amended Agreements and the Insurance annex thereto. This will be discussed on Friday 16 October.
351	GTC	12		Only liability issues not foreseen in the STROOM compensation schema should be dealt with in this clause	17-9-2016	Agreed. This has been clarified in the new drafts.
352	GTC	12		Why does this only refer to the managing staff?	9&10/9/2015	Under Dutch law, it's not possible to unrestrictedly exclude wilful misconduct (<i>opzet</i>) or gross negligence (<i>bewuste roekeloosheid</i>). TenneT opted for this wording, which it believes is allowed under Dutch law. Note that this clause is reciprocal, it applies to both parties and decreases the liability.
353	GTC	12.1	Reference to statutory damage compensation rules of Section 5:27 of the STROOM Bill.	Under this Clause 12.1 TenneT's liability is limited to the connected party's rights under this statutory obligation. The last sentence ("(...) irrespective of whether the damage is in fact compensated under those rules") is unclear and should be deleted.	1-9-2015	This provision clarifies that the model agreements do not provide for a contractual compensation for matters which are dealt with under the compensation scheme (no extension of compensation as follows from the scheme).
354	GTC	12.1	irrespective of whether the damage is in fact compensated under those rules	Appears unreasonable if the Connected Party is not compensated under 5.27.	28-8-2015	See the answer to the previous question.

355	GTC	12.2 (a)	Exclusion of liability TenneT in relation to: a. an interruption or restriction of transmission because of reasonably necessary maintenance to the Offshore Transmission System, the Platform and/or the Connection ("voor het system redelijkerwijs noodzakelijk onderhoud" within the meaning of section [5:27] paragraph 1 sub b of the Act)	This seems to be in conflict with the statutory compensation scheme, please explain how this complies with 5:27 of the AMvB.	1-9-2015	TenneT will not deviate from the statutory compensation scheme. This has been clarified in the draft.
356	GTC	12.2 (a)	reasonably necessary maintenance	Timing optimization would be desired, thus we should have an impact on when the maintenance is conducted – if it affects the wind farm. Details on allowed maintenance, notification, optimization etc needs to be detailed out and agreed.	28-8-2015	Paragraph 12.2 (a) GCT does not deal with this topic. Please see article 2 GTC.
357	GTC	12.2 (b)	a voltage management disruption (including voltage dips and transients).	Please clarify what is a 'voltage management interruption'.	1-9-2015	This is copied from the Dutch clause in the onshore GTC 'een versterking in de spanningshuishouding (zoals spanningsdips and transiënten)'.
358	GTC	12.2 (b)		voltage dips and transients should be defined (see remark Delta to art. 7.4 CTA).	1-9-2015	This is copied from the Dutch clause in the onshore GTC 'een versterking in de spanningshuishouding (zoals spanningsdips and transiënten)'.
359	GTC	12.2 (b)		How does this (disruption) relate to overplanting and the requirements on TenneT to cater for overplanting?	28-8-2015	This is a general clause and is not related to overplanting specifically.
360	GTC	12.3	limitation of liability TenneT	suggestion to delete the passage "and no liability.....and immaterial damage." If a limitation of liability for TenneT is capped by amount and coverage of the insurance of TenneT, a clear definition of the coverage and cap should be reached through the consultation process and included in the relevant documents, such as here.	1-9-2015	This suggestion has not been followed. TenneT refers to the amended Agreements and the Insurance annex thereto. This will be discussed on Friday 16 October.
361	GTC	12.3		"no liability will arise for any other damage" appears unreasonable.	28-8-2015	See the previous answer.
362	GTC	12.4	Reference the CAR insurance policy of TenneT	When will OWFs be provided with a summary?	1-9-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. The insurance topic will be discussed in the legal session on Friday 16 October.
363	GTC	12.4		limiting the liability to the insurance cover is not definable	31-8-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. The insurance topic will be discussed in the legal session on Friday 16 October.
364	GTC	12.4		The Connected party cannot take the risk for TenneT's insurance coverage or lack of such; suggestion to delete this paragraph.	28-8-2015	TenneT refers to the amended Agreements and the Insurance annex thereto. The insurance topic will be discussed in the legal session on Friday 16 October.
365	GTC	12.5		suggestion to add at the beginning: "The limitations of".	28-8-2015	This has been added in the new draft.
366	GTC	12.6		Art. 12.6 GTC only addresses liability between TenneT and Connected party, not between Connected Parties?	31-8-2015	That is correct. The GTC only apply to the CTA and the REA between TenneT and a Connected Party. The GTC do not apply between connected parties, unless those connected parties would agree so. The latter is not up to TenneT.
367	GTC	12.6		regarding "extend", Do you mean "apply"? Suggestion to replace "third parties" with: "contractors".	28-8-2015	TenneT means 'extend' in the meaning of 'uitstreken tot'. The suggestion has not been included in the new draft. TenneT refers to engaged third parties in the REA/GTC/CTA, not to contractors.
368	GTC	12.7		"one year", this should contain a duty to notify without undue delay, but at latest after [X] years	28-8-2015	The onshore GTC contain the same clause. TenneT added 'ultimately' in the new draft.
369	GTC	12.8		"any other owner or operator of an offshore wind farm and to the employees or subordinates of the Parties" are not party to the agreement.	28-8-2015	This clause is a third party clause and similar to the onshore GTC. Paragraph 12.8 ("shall extend") has been rephrased in the new draft.
370	GTC	13	Force majeure	Propose to delete. Some concerns: 1) Not acceptable, propose to delete force majeure and stick to art. 6:75 Dutch Civil Code (BW). 2) As above, this clause cannot limit CP's right to compensation under the statutory scheme, force majeure or not. 3) Force majeure should not lead to a right to terminate and certainly not after force majeure is expected to last 3 months 4) Why is it a risk for TenneT if CP is suffering from a force majeure situation? TenneT only has the deadline to build the OSS and make the GC ready..? CP's are not interested in terminating the agreement.	1-9-2015	This article has been redrafted.
371	GTC	13		to soft definition of force majeure.	31-8-2015	This article has been redrafted.
372	GTC	13		In light of the Connected Party's major investments we are uncomfortable with termination due to force majeure in general and especially the short time period (3 months).	28-8-2015	This article has been redrafted.
373	GTC	13		Please remove this clause and refer to Artikel 6:75 BW	17-9-2016	This article has been redrafted.

374	GTC	13 (a)	Circumstances relating to persons and/or material of which TenneT avails itself or customarily avails itself to perform the Connection and Transmission Agreement and/or Realisation Agreement, of such nature as prevents performance of the Connection and Transmission Agreement and/or Realisation Agreement nor makes it so objectionable and/or unreasonably costly for TenneT that TenneT can no longer be required to perform the Connection and Transmission Agreement and/or Realisation Agreement or to perform the Connection and Transmission Agreement and/or Realisation Agreement immediately.	This gives TenneT the right to suspend the REA if TenneT has a problem with its suppliers/contractors, after 3 months already. That would transfer a major risk onto the CP, leading higher bids on the subsidy. Usually third party non-performance is excluded as a force majeure. Why should it be one here? This is a manageable risk that CP's also take for their own account during the construction of the entire wind farm.	1-9-2015	This article has been redrafted.
375	GTC	13 (a)		The force majeure situation on the part of TenneT as described under (a) is very broadly formulated; this could now also include a circumstance caused by a TenneT employee and is therefore not acceptable without compensation for the connected party.	1-9-2015	This article has been redrafted.
376	GTC	13 (a)		suggestion to define "so objectionable" and "unreasonably costly".	1-9-2015	This article has been redrafted.
377	GTC	13 (a)		This is not Force Majeure.	28-8-2015	This article has been redrafted.
378	GTC	13 (b); 13 (c)	b. strikes; and c. war, riots, terrorist attacks and similar occurrences or circumstances.	strikes should not include strikes of TenneT's personnel nor any third parties related to TenneT.	1-9-2015	Agreed, this article has been redrafted.
379	GTC	13 (b); 13 (c)		Typical force majeure hypothesis for which the DCC provides a force majeure arrangements. Strikes by TenneT personnel are for the risk of TenneT. War and terrorist attacks are also covered by DCC force majeure rules. Delete entire article.	1-9-2015	This article has been redrafted.
380	GTC	14	Confidentiality	This clause should be made reciprocal.	31-8-2015	14.1: this was reciprocal already 14.2: this has been made reciprocal 14.3: this has been made reciprocal 14.4: this was reciprocal already
381	GTC	14		There must be reciprocity in Confidentiality and Intellectual Property clauses. Tennen can only disclose information to third parties if these are bound by a confidentiality agreement with the same terms. Connected Parties should be allowed to share information with third parties involved in the execution of the project.	30-8-2015	See the answer to the previous question. The suggestion regarding the confidentiality agreement with third parties has been added in the new draft.
382	GTC	14.2		suggestion to insert after 1st sentence: "Provided that such third parties are bound by confidentiality duty not less stringent than set out herein."	28-8-2015	See the answer to the previous question.
383	GTC	14.3		clarify "competent securities exchange".	28-8-2015	This wording has been deleted in the new draft, because it is unlikely that a securities exchange (or stock exchange) would require Confidential Information.
384	GTC	16		Why should TenneT have the right to terminate? Will TenneT pay the damages to the Connected Party?	17-9-2016	Article 16 has been redrafted to limit the circumstances under which the agreements could be terminated. Whether or not there will be termination costs will depend on the reason for termination and will have to be assessed on a case by case basis, based on general Dutch contract law.
385	GTC	16		Is this article necessary?	9&10/9/2015	This article has been redrafted to limit the circumstances under which the agreements could be terminated. See the answer to the previous question.
386	GTC	16.4	TenneT may terminate any agreement if TenneT has compelling interests	Termination by TenneT, other than in the event of a transfer of its obligation to another TSO and a CTA has been concluded, should be avoided to secure the continuation of the offshore transmission system. The situations where termination should be possible should be described specifically. "Compelling interests" is too vague.	1-9-2015	Yes, this article is necessary. However, it has been redrafted to limit the circumstances under which the agreements could be terminated. See the answer to the previous questions.
387	GTC	16.4		define "compelling interests"	1-9-2015	Yes, this article is necessary. However, it has been redrafted to limit the circumstances under

388	GTC	16.4		"compelling interest" of TenneT to terminate and termination period of only 2 months – not definable.	31-8-2015	which the agreements could be terminated. See the answer to the previous question.
389	GTC	16.4		Under 4 TenneT may terminate the agreements for "compelling interests". This is not acceptable.	30-8-2015	
390	GTC	16.4		Notions unclear, hereunder cancel. Please specify content/threshold for «compelling interest». In any case; in light of the Connected Party's major investments we are extremely uncomfortable with such cancellation (opzeggen) right – termination with cause (16.6 third bullet and 16.7) should give TenneT sufficient comfort.	28-8-2015	
391	GTC	16.4	Termination by TenneT for compelling interests	As indicated during the prior consultation on these agreements, we do not agree with the fact that TenneT is entitled to terminate the REA or CTA, except in the event of a transfer of TenneT's legal tasks in relation to the offshore grid and its contractual obligations under the agreements to another offshore TSO that will secure the continuation of the (development of the) offshore transmission system. Termination for compelling interests is too vague, and will not be acceptable since this may have enormous implications for the OWP projects and their financeability. As indicated above in relation to termination for extended force majeure, the STROOM compensation scheme does not seem to apply in case of such termination	18-9-2015	This article has been redrafted to limit the circumstances under which the agreements could be terminated. See the answer to the previous question.
392	GTC	16.6 (a)		We assume this refers to the Connected Party's termination right only – please update wording accordingly.	28-8-2015	No, this refers to a termination right for both TenneT and the Connected Party.
393	GTC	16.7		Explain what is meant with "default" and "reasonable time for redress"	1-9-2015	Notice of default means in Dutch 'ingebrekestelling'. TenneT cannot give a fixed period of time that would apply to each event. What is reasonable will depend on the circumstances of the case". TenneT refers to article 6:82 of the Dutch Civil Code that also contains the phrase 'redelijke termijn'.
394	GTC	16.7		Suggestion to add "material" to default.	28-8-2015	Further notice of default means in Dutch 'ingebrekestelling'. A 'notice of material default' would not work in this context.
395	GTC	16.10	terminated (ontbonden) or cancelled (opgezegd)	This wording to be removed. TenneT's right to termination should be ruled out or only after court order. Apart from that, in this case the CP will dispute that TenneT has rightfully terminated the agreement (if against CP's will) and will dispute obligation to remove cables. Termination only by mutual consent or court order.	1-9-2015	Article 16 has been redrafted to limit the circumstances under which the agreements could be terminated. Whether or not there will be termination costs will depend on the reason for termination and will have to be assessed on a case by case basis, based on general Dutch contract law.
396	GTC	17.3	Balance Responsible Party	Appointing a new balance responsible party within two business days is almost impossible. This period should be increased to at least 5 business days.	1-9-2015	This paragraph is in accordance with current onshore regulation as stipulated in the system code (Systemcode) chapter 3.1.
397	GTC	17.4		suggestion to add: "in such case".	28-8-2015	This paragraph has been changed in the new draft, to make clear that this refers to a situation in which the Connected Party no longer has a BRP appointed.
398	GTC	17.4		Could TenneT make clear that this paragraph will only apply in case of not having a BRP appointed?	9&10/9/2015	Yes, this has been adjusted in the new draft.
399	GTC	17.5	Supplementary to this charge, the Connected Party shall owe TenneT an amount equal to 10% of the Imbalances price.	Why a supplementary charge; why does TenneT consider itself entitled to demand a supplementary charge and why 10%?	1-9-2015	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.
400	GTC	17.5		Please clarify why a connected party shall owe TenneT an amount equal to 10% of the imbalances price.	1-9-2015	See the answer to the previous question.
401	GTC	17.5		Why should the Connected Party pay TenneT an amount equal to 10% of the imbalance price?	17-9-2016	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.
402	GTC	18.2	TenneT may amend the General Terms and Conditions unilaterally. Before any such amendment, it shall send the amendment it proposes to the Relevant Representative Bodies for consultation with the purpose to reach agreement on the proposed amendment.	1) Unilateral right to amend not acceptable. 2) Who is the representative body and do we [company] feel represented by it? 3) Even if yes we do not in advance wish to agree to any (majority vote?) decision by such representative body; 4) In the next 10 years, optimistically less than 6 (?) of these offshore agreements will be concluded. So why the drive for standardisation and uniformity? If any involvement of representative bodies (which [company] is opposed to), then a new representative body of offshore wind operators would need to be set up as that would be the only body capable of representing the CP's. But such a body could only form after a long time because there will not be enough members to join the club.	1-9-2015	For onshore general terms and conditions it is agreed that those GTC can only be changed after consultation with the relevant representative bodies. Because there is no reason to distinguish from this principle offshore, a similar provision has been included in the offshore GTC. TenneT will consult changes with the offshore GTC with the relevant representative body/bodies for offshore wind/electricity, because TenneT cannot discuss changes to the GTC that will apply for all (current and future) Connected Parties with a single Connected Party. Should such representative body not exist yet, it should be incorporated.
403	GTC	18.2		limit the scope to the GT&C for as far as they do not materially change the CTA and REA	1-9-2015	This suggestion will not be included, because TenneT does not know which changes in the GTC might be necessary in the future.
404	GTC	18.2		possibility for unilateral departures and amendments to general terms and conditions not acceptable.	31-8-2015	See the answer to the first question regarding paragraph 18.2 GTC.

405	GTC	20.2	Any disputes arising out of or in connection with the Agreements – including disputes about the Agreements' existence and validity – shall be submitted to the competent court in Arnhem	Arnhem is next door for TenneT but I think both parties are better off with a court which has the best competences, which would probably be Rotterdam given the maritime/offshore nature of the subject matter.	1-9-2015	All litigation regarding the REAs and CTAs of TenneT are dealt with at the court in Arnhem, which means the court in Arnhem has experience in this field. In addition, it should be avoided that multiple courts will have to decide on similar issues. Also, it is relevant that any conflict would more probably relate to regulatory issues, than to maritime issues.
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