



ELECTRICITY SECTOR
REGULATORY COMMISSION

STANDARD

TRANSMISSION CONNECTION AGREEMENT

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INTRODUCTION

The Grid Code establishes that in each transmission connection point, an agreement - the **Connection Agreement** - will be signed between the Transmission User (a User), the Transmission Network Services Provider and System operator (NEPCO as Transmission Licensee and System Operation Licensee) governing the technical and operational arrangements in that connection.

The standard agreement has been drafted using both international and local experts, to ensure international best practices adjusted to conditions and practices in Jordan.

A first draft was prepared by the International Transmission Expert working together with the Licensing Division of the ERC, and sent for comments to NEPCO, CEGCO and the three Distribution Companies. The International Transmission Expert reviewed the comments received on technical and operational matters and the International Legal Expert reviewed the legal issues and clauses, meeting with local legal experts and with an arbitration expert. The Licensing Expert reviewed the comments and draft to verify consistency with other regulatory documents and international practices.

A review and revision was made to ensure full consistency with the General Electricity Law, the regulatory framework and the Grid Code, as well as consistency within the agreement on use of expressions and procedures. The draft was also amended to improve and clarify its content. The second draft Standard Connection Agreement in English was then sent for translation to Arabic and sent for a second consultation process with NEPCO and all Transmission Users (the Users). Comments were received from a Principal Consumers, CEGCO, JEPKO and NEPCO.

This draft corresponds to the Standard Connection Agreement, after the review of the comments received, to be approved by the ERC.

After ERC approval:

- ***NEPCO shall use the approved Standard Connection Agreement to sign the corresponding agreement with a User for the construction of a new transmission connection point or for the modification of an existing transmission connection point*** (either a Bulk Supply Point or a generation connection point). No new connection or upgrade to an existing connection should initiate without the prior signing of this agreement.
- ***During a twelve month period after the ERC approval, NEPCO shall agree and sign with each Distribution Company, Generation Company and Principal Consumer the corresponding Standard Connection Agreement in each of their existing connection points.***
- While negotiating a new connection or a modification to an existing connection , and/or the User may identify the need for amendments to the Standard Connection Agreement . In such case, NEPCO shall send for ERC review and approval the amendment(s) requested, be it a modification to the agreement requested by NEPCO or one requested by the User. If reasonable and valid, the ERC will approve the amendment.

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EXPLANATION ON FORMAT AND ANNEXES

The draft Standard Connection Agreement is divided into:

- A main document with the standard clauses; and
- Annexes, to fill in the details and particular arrangements for a specific connection, when the Connection Agreement for that connection point is signed.

The main document contains the clauses with the provisions that apply to any User when connecting to NEPCO transmission system. They are of a general nature, to ensure non-discriminatory access to the transmission system.

The Annexes include sometimes clauses, but have been designed to contain mainly the specific characteristics, diagrams, equipment, ownership, operational agreements and other details that apply *exclusively* to the particular connection point that applies to the Connection Agreement signed. Therefore, the information, diagrams and other data in the Annexes will be agreed and completed between NEPCO and the User when signing the Connection Agreement in a connection point. These technical, operational and ownership details may be different depending on the characteristics of the specific connection point.

For the purpose of facilitating the process of agreeing and signing the Connection Agreement, the Annexes include explanatory notes and examples of the type of data and information that the parties will exchange, agree and include in each Annex, to complete them to sign the Connection Agreement.

DATED:

NATIONAL ELECTRIC POWER COMPANY

AND

[NAME OF USER]

TRANSMISSION CONNECTION AGREEMENT

FOR A [DIRECTLY CONNECTED] POWER STATION

FOR A DISTRIBUTION SYSTEM [DIRECTLY CONNECTED TO TRANSMISSION]

FOR A PRINCIPAL CONSUMER

[FOR AN INTERCONNECTOR WITH ANOTHER TRANSMISSION SYSTEM]

AT []

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This Transmission Connection Agreement (hereinafter called this "Agreement " is made on [xxx] of [xxxx] 20xx at Amman, Jordan

BETWEEN:

- (1) The **NATIONAL ELECTRIC POWER COMPANY**, acting in through its licensed transmission activity a public shareholding company having its principal offices at the 7th circle, Zahran St., Jabal Amman, Amman in Jordan, incorporated under the Companies Law No.22 of 1997, and registered with the Ministry of Industry and Trade under number 316 (hereinafter called **TSP**, such expression shall include its successors and/or permitted assigns),
;
- (2) The **NATIONAL ELECTRIC POWER COMPANY**, acting through its licensed system operation activity a public shareholding company having its principal offices at the 7th circle, Zahran St., Jabal Amman, Amman in Jordan, incorporated under the Companies Law No.22 of 1997, and registered with the Ministry of Industry and Trade under number 316 (hereinafter called **System Operator** , such expression shall include its successors and/or permitted assigns), -
- (3) [XXXX], a company having its principal offices at [] in Jordan, incorporated under the Companies Law No.22 of 1997, and registered with the Ministry of Industry and Trade, under number [xxx] (hereinafter called "**User**", such expression shall include its successors and/or permitted assigns)

and each of the parties hereto being a "**Party**" and the term "**Parties**" shall be construed accordingly.

WHEREAS:

- (A) This Transmission Connection Agreement (this Agreement) is entered into pursuant to the Grid Code and shall be read as being governed by it.
- (B) Pursuant to the Grid Code, **TSP** shall use a Connection Agreement setting out the terms of the arrangements for connection to [and use of] the Transmission System of **TSP**, as defined in this Connection Agreement.
- (C) The "**User**", as a [Distribution Network Service Provider (DNSP), or Principal Consumer, or Power Producer], has applied for [connection to] [and use of] [Modification of a connection to] [and use of] the Transmission System and, pursuant to the Transmission Licence and the Grid Code, **TSP** is required to offer terms in this respect
- (D) **TSP** has agreed to the connection to the Transmission System (using the **TSP**'s Connection Equipment) at the Connection Point, [and has agreed that the "**User**" uses the Transmission System to transport electricity from or to the Connection Point through the Transmission System].

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- (E) The **System Operator** and the “**User**” have agreed to the communication system, operational metering and coordination arrangement.
- (F) The Parties make this Agreement to record the terms and conditions of connection in the corresponding Connection Point [and use of the Transmission System by the “**User**”].

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

Any word or expression defined in the General Electricity Law or the Grid Code and that is not defined otherwise in this Agreement shall have, unless the contrary intention appears, the same meaning and interpretation when used in this Agreement, including its Annexes.

When applying the provisions contained in this Agreement, and unless otherwise specified or the context otherwise requires, the following words and expressions shall have the following meanings:

- “**Agreement**” means this Connection Agreement (including the Annexes), as amended from time to time;
- “**Annex**” means an annex of this Agreement;
- “**Apparatus**” has the meaning defined in the Grid Code;
- “**Application**” means a an application for a connection or a modification of a connection made by the “**User**” to **TSP**;
- “
- “**Business Day**” means any day other than Friday, Saturday or a public holiday in Jordan, when commercial banks are open for business in Jordan;
- “**Clause**” means a clause of this Agreement;
- “**Commissioning Programme**” means the plan and schedule of tests and procedures prepared by **TSP** and agreed with the “**User**”, as defined in Clause 6.5;
- “**Commissioning Tests**” means the tests of the Connection Works and equipment to verify compliance with design, operation and connection

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requirements, including Grid Code Tests, as required for the connection to be approved as operational;

- **"Connection Charges "** means
 - ◆ For Distribution Companies and Principal Consumers, the charges for connection to the Transmission System as determined by the ERC, provided that until such connection charges are approved by the ERC, for consumers the Connection Costs By– law put into force according to article 31 and 32 of the Electricity Law No. 16 of 1986 shall be used; and
 - ◆ For Generators, the charges imposed for the carrying out of works, provision and installation of Plant, lines and meters for connections of Generating Units to the Transmission System, as determined by the ERC;
- **"Connection Date"** has the meaning given to it in Clause 7.5.3;
- **"Connection Point"** means the site, or in the case of a schematic diagram the node point, on the Transmission System at which the **"User"** connects its User's Equipment to TSP Connection Equipment, as described in Annex 1, through which electrical energy flows to or from the Transmission System, under the terms of this Agreement;
- **"Connection Site"** means the site at which the connection will be made (in the case of a Power Producer, the site where the Generation Facility is to be or has been constructed), including the lands, spaces, roads and any surface and wayleaves shown or identified as such on the plan set out in Annex 1;
- **"Connection Works"** means the works to be carried out of the Parties under this Agreement to make the connection from the Transmission System to the User's Equipment at the Connection Point;
- **"Consents"** means any one or more, as the context requires, of planning and other statutory permits, authorisations, wayleaves, easements, or other interests in, or rights over, land, or any other, authorisations, approvals, or permits of any kind required for the purposes of this Agreement (excluding licensing arrangements or fuel supply consents) granted or issued without any appeals period, unacceptable conditions, judicial review or other legal proceedings pending;
- **"Construction Programme"** means the programme defined in Annex 5;
- **"Decommission"** means the cessation of use by the **"User"** of the User's Equipment at the Connection Site for a continuous period exceeding twelve (12) months;
- **"De-energise"** means switching off by manual or automatic any isolator, breaker or switch or remove any fuse or taking of any other step whereby either no electrical current or no electrical current at the requisite voltage can flow to

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or from the Transmission System through the Connection Point to the system of the “User”, and like terms shall be construed accordingly;

- **"Directive"** means any present or future directive or instruction issued by the ERC, and includes any later modification, extension or replacement by the ERC;
- **"Disconnect"** means the permanent disconnection of a User's Equipment at any given site that allows removal of all or any of the TSP's Connection Equipment from the Connection Site in such a way that the “User” may not receive electrical energy through the Transmission System in the Connection Point;
- **"Electricity System"** means the interconnected electricity system within the Hashemite Kingdom of Jordan consisting of both the Transmission System and distribution systems and the power stations connected to these systems, and the interconnectors with the transmission systems of neighbouring countries;
- **"Energise"** means the movement of any isolator, breaker or switch or the insertion of any fuse or the taking of any other step so as to enable an electrical current to flow to or from the Transmission System through TSP's Connection Equipment to or from the system of the “User” at the Connection Points, and like terms including “Re-Energisation”, “Energisation”, "Energised", "Energising" shall be construed accordingly;
- **"ERC"** means the Electricity Sector Regulatory Commission;
- **"Event of Default"** has the meaning given to it in Clause 15.4;
- **"Expert"** means an independent individual, consulting firm, company or association of persons with specialised skills for the interpretation of power engineering and connection agreements similar to this Agreement, appointed for independent advise or for dispute resolution pursuant to Clause 18;
- **Expert Determination**” means the procedures for dispute resolution where the arbitration is conducted by an Expert acting as sole arbitrator in accordance with the provisions of Clause 18.3;
- **"Force Majeure Event"** has the meaning given to it in Clause 16.1;
- **"Generation Facility"** means the Generation Unit(s) to be constructed or installed at the Site together with its auxiliary equipment, stocks, buildings and property at the Site, including equipment to be installed in the “User” side of the Connection Point, if any, necessary to effect connection and described in Annex 1;
- **"Generation Unit"** means the turbine or engine with associated equipment which is to be installed at the Connection Site and which for a Power Producer forms the basis of the “User” connection requirements under this Agreement;
- **"Grid Code"** has the meaning defined in the General Electricity Law;

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- **“Grid Code Tests”** means the system tests to assess the **“User”** compliance with design, operation and connection conditions and standards set in the Connection Conditions of the Grid Code, and which must be carried out prior to the Operational Date, such tests to be mutually agreed and conducted as described in the Grid Code;
- **“Jordanian Arbitration Law”** means the Jordanian Arbitration Law no. 31 of as may be amended from time to time, or any other arbitration law that replaces such law;
- **“Maximum Export Capacity”** means the maximum amount of power (in MW) specified in Annex 8 that the **“User”** can inject / export to the Transmission System at the Connection Point, except under the special conditions established in this Agreement;
- **“Maximum Import Capacity”** – means the maximum amount of power (in MW) specified in Annex 8 that the **“User”** can import from the Transmission System, except under the special conditions established in this Agreement;
- **“Metering”** means the metering system and all associated equipment described in Annex 6, in accordance with the Grid Code and the Metering Code;
- **“Metering Code”** means the code approved by the ERC that sets out the standards and procedures for the metering system at the boundaries between different transmission users; **“NEPCO’s Connection Equipment”** means any switchgear, structure, Metering and other electrical equipment installed by TSP and used or to be used to connect the **“User”** to the Transmission System at the Connection Point;
- **“One-off Works”** means the works to be carried out by TSP as specified in Clause 5.2.3;
- **“Operational Date”** means the date at which Connection Works of TSP and of the **“User”** at the Connection Point are fully constructed, satisfactorily tested and commissioned through the agreed Commissioning Programme, including the Commissioning Tests, and ready for continuous normal operation;
- **“Operational Diagram”** – has the meaning given to it in the Grid Code;
- **“Outage”** means the temporary removal of equipment from service to permit the performance of inspections, tests or repairs on equipment;
- **“Planned Outage”** means an Outage which is planned and intentional and carried out within the annual maintenance plan and revisions to such plan coordinated by the System Operator, in accordance to the Operation Code of the Grid Code, to plan periodic maintenance outages;
- **“Planning Data”** has the meaning given to it in the Grid Code;
- **“Plant”** has the meaning given to it in the Grid Code;

- **“Power Producer”** means a generation licensee or the holder of an exemption granted pursuant to the General Electricity Law, who owns and/or operates one or more Generating Units;
- **“Principal Consumer”** means a consumer that is directly connected to the Transmission System;
- **“Prudent Utility Practice”** means those standards, practices, methods and procedures conforming to safety and legal requirements which are attained by exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator engaged in the same type of power sector activities under the same or similar circumstances;
- **“Reinforcement Works”** – means the works to be carried out by **TSP** as specified in Clause 5.2.2;
- **“Safety Rules”** means the rules and local safety instructions of **TSP** or the **“User”** applicable to the Connection Site. that seek to ensure the safety of personnel working in the Connection Site or in Plants and Apparatus included in this Agreement;
- **“Site Common Drawings”** means the drawings related to the Connection Site which provide layout and technical details on the equipment at the Connection Site, as described in Clause 4.2 of Annex 6;
- **“Site Responsibility Schedule”**– means the schedules allocating responsibilities between the Parties at the Connection Site and prepared as established in the Grid Code;
- **“Special Automatic Facilities”** means the facilities described in Clause 1 of Annex 6;
- **“System Emergency”** means the condition in the Electricity System when, due to the occurrence of one or more incidents, a part or the whole of the Electricity System experiences excessive frequency deviations or transmission voltage deviations, and in the opinion of the System Operator circumstances exist such that: (a) the safety of the Transmission System is at risk; (b) the reliable transmission of electricity is at risk; or (c) there exists a danger to life or property as a consequence of (a) or (b);
- **“Transmission Substation”** means all and any part of **TSP’s** Connection Equipment which is housed in any land and buildings of **TSP** to accommodate any part of **TSP’s** Connection Equipment, including communications and control equipment;
- **“Transmission System”** means the system of high voltage electric lines for the purpose of transmission of electric power from a power station to a substation or to another power station or between two sub-stations or to or from any external interconnection, owned by **TSP** as Transmission Licensee;

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- **“Transmission User”** means any power station or distribution system directly connected to the Transmission System, or a Principal Consumer;
- **“User Connection Equipment”** means any structure, equipment, lines or devices owned by the **“User”** and used or to be used to connect the **“User”** to the Transmission System in the Connection Point;
- **“User’s Equipment”** means the equipment owned by the **“User”** which is connected to the Transmission System at the Connection Point;

1.2. Interpretation

In this Agreement (including the Annexes), unless the context otherwise specifies or requires:

- 1.2.1. capitalised words used shall have the meanings assigned to them in 1.1;
- 1.2.2. words corresponding to persons or Parties shall include any individual, firm, joint venture and corporation, and all references to persons shall include their legal successors and permitted assignees;
- 1.2.3. words in singular only also include the plural and vice versa where the context requires;
- 1.2.4. any reference to a day, month or year shall be construed as reference to a calendar day, month or year, as the case may be
- 1.2.5. the Annexes shall be deemed to be part of this Agreement;
- 1.2.6. the headings shall not be deemed part of or be taken into consideration in the interpretation or construction of this Agreement and are included for ease of reference only;
- 1.2.7. words in the masculine shall include the feminine and neuter and vice versa;
- 1.2.8. the word “include” or “including” shall be construed without limitation;
- 1.2.9. where reference is made to an amount or sum, it is to an amount or sum denominated in Jordanian Dinar (JD);
- 1.2.10. all references to a numbered Annex or Clause is respectively a reference to the annex or clause bearing that number in this Agreement, unless indicated otherwise;
- 1.2.11. all references in an Annex to a numbered Clause is a reference to the clause bearing that number in that Annex, unless indicated otherwise; and
- 1.2.12. a reference to a law, by-law, code, Directive or other document issued or approved by the ERC shall be construed to refer to such law, by-law, code, Directive or document as may have been modified or replaced by from time to time.

1.3. Inconsistencies

1.3.1. In the event of any inconsistency between this Agreement and the General Electricity Law or the licence of one of the Parties, the General Electricity Law or the licence respectively shall prevail to the extent of such inconsistency.

1.3.2. In the event of any inconsistency between this Agreement and the Grid Code or the Metering Code, the Grid Code or the Metering Code shall prevail to the extent of such inconsistency.

2. COMMENCEMENT AND DURATION

2.1. Commencement date

2.1.1. This Agreement shall commence and become effective on the date signed by the Parties.

2.2. Duration

Subject to the provisions for earlier termination set out herein, this Agreement shall continue until the User's Equipment is Disconnected from the Transmission System at the Connection Point.

3. VARIATIONS TO THIS AGREEMENT

3.1.1. TSP and the "User" shall make any variation to this Agreement required by the ERC as a result of a change in law, or the Grid Code, or the Metering Code, or the Transmission Licence or the "User" Licence, or to a Directive made pursuant to the General Electricity Law that may apply from time to time. The Parties shall effect such changes so as to ensure that this Agreement operates in a manner which is consistent with the effect of the legislation in the power sector or Directive or licence, or change in the Grid Code or the Metering Code, provided that any such amendment will be of no greater extent than is required by reason of the same. Such changes shall have effect upon the date upon which the legislation and/or licence and/or Directive, or change in the Grid Code or the Metering Code is brought into force with such transitional arrangements as shall be reasonable and as are in compliance with the legislation and/or licence and/or Directive or change in the Grid Code or the Metering Code.

3.1.2. If any variation proposed under 3.1.1 has not been agreed by the Parties within ninety (90) days of it being proposed (the Parties acting as soon as reasonably practicable), either Party may refer to the ERC for determination and the Parties agree to abide by and to effect the ERC's determination.

3.1.3. Subject to 3.1.1 and 3.1.2, no variation to this Agreement shall be effective unless it is made in writing and signed by both Parties.

4. COMPLIANCE WITH THE GRID CODE

4.1. Obligation of TSP

TSP undertakes to construct, maintain and, when applicable, operate the Transmission System and **TSP's** Connection Equipment at the Connection Point in compliance with the Grid Code.

4.2. Obligation of the "User"

The "**User**" undertakes to construct, maintain and operate any **User's** Equipment, and when applicable the Generation Facilities, connected to the Connection Point in compliance with the Grid Code.

4.3. Non compliance with Grid Code

Each of the Parties undertakes to comply in all respects with the provisions of the Grid Code to the extent that the same is applicable to it and acknowledges that any breach of the Grid Code shall be deemed to be a material breach of this Agreement.

4.4. Amendments to Grid Code

The Parties acknowledge and agree that the Grid Code may be amended from time to time and that each Party is responsible for any costs and expenses it may be required to incur arising from such amendments and its obligation to comply with them regarding the **TSP's** Connection Equipment and the **User** Connection Equipment, unless the affected Party obtains a derogation in accordance with the Grid Code.

5. CONNECTION SITE AND TSP ASSETS

5.1. Existing Connection Point

Where the "**User**" has applied to connect to, or modify, an existing **TSP** Transmission Substation, Annex 1 describes the existing **TSP** equipment at the Connection Point prior to the signing of this Agreement.

5.2. Specification of New Works

5.2.1. Connection Works to be carried out by TSP

The Connection Works of **TSP** are the works to be carried out by **TSP** solely for the benefit of the "**User**" when making the Application, including an application for a modification to an existing connection point, and are the works necessary under this Agreement to make the connection from the Transmission System to the **User's** Equipment at the Connection Point. The Connection Works of **TSP** are described in Annex 2.

5.2.2. TSP Reinforcement Works

TSP Reinforcement Works are the works on the wider Transmission System, remote or outside the Connection Site, that **TSP** considers necessary to reinforce the Transmission System before the connection and normal operation of the **User's** Equipment. The

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Reinforcement Works are described in Annex 3 and are considered separately from the Connection Works of **TSP** because other Transmission Users of the wider Transmission System share the benefit of these works.

5.2.3. **TSP One-off Works**

TSP One-off Works are the new or modified works at Transmission Substations remote from the Connection Point but made exclusively for the benefit of the “**User**”. These works are normally protection works on the remote ends of feeders from the Connection Point that need to be modified by **TSP** to be compatible with the new equipment at the Connection Point. The One-off Works are described in Annex 4.

5.2.4. Construction Schedule

The construction schedule for carrying out the Connection Works of **TSP**, Reinforcement Works and One-off Works is described in Annex 5.

5.3. Principles of Ownership and Access

5.3.1. The limits of ownership between **TSP** and the “**User**” shall be at the following electrical boundaries:

- a) [in relation to Plant and Apparatus located between **TSP**'s Transmission System and a distribution system, the ownership boundary is at the output terminal of the medium voltage switch gear of the substation of **TSP** at the Connection Site]
- b) [in relation to Plant and Apparatus located between **TSP**'s Transmission System and a power station, the ownership boundary is at the high voltage bushings of the power station step-up transformer]
- c) [in relation to Plant and Apparatus located between **TSP**'s Transmission System and a Principal Consumer's system, the ownership boundary is at the output terminal of the medium voltage switch gear of the **TSP** substation at the Connection Site]

5.3.2. An interface panel will be provided by **NEPCO** to accommodate the cables to connect the common points between **NEPCO** and the “**User**”. The “**User**” should provide all the cables.

5.3.3. If any or part of any of **TSP**'s Connection Equipment is located or is to be located on the property of the “**User**”.

- (a) **TSP** shall have the right of access to the property of the “**User**”, such right to be exercised reasonably, for the purpose of installing, testing, inspecting, maintaining, reading, repairing, replacing, operating or removing any **TSP**'s Connection Equipment and for any other purpose related to this,

- (b) provided however that such rights of access may not be exercised in a manner that prevents the “User” from performing its obligations under this Agreement or the Grid Code or its licence, when applicable.

5.3.4. If all or any part of the Metering are located or are to be located on the property of the “User”, the “User” shall provide to TSP and their employees and subcontractors at all reasonable times safe and unobstructed access to the metering equipment situated on the property of the “User”, provided however that such access may not be exercised in a manner that prevents the “User” from performing its obligations under this Agreement or the Metering Code or its licence, when applicable.

5.3.5. If any of the User’s Equipment is to be located or is located on property of TSP,

- a) The “User” will have the right of access to and over the Property of TSP (such right to be exercised reasonably) for the purpose of installing, testing, inspecting, maintaining, reading, repairing, replacing, operating or removing any of the User’s Equipment and for any other purpose related to this;
- b) provided however that such rights of access may not be exercised in a manner that prevents TSP from performing its obligation under this Agreement or the Grid Code or its licence.

5.3.6. The right of access established in this Clause will, where or when appropriate, be exercised as follows:

- a) Where reasonably practicable to do so, the Party seeking access will give the other Party reasonable advance notice that it will be exercising its right of access and the purpose thereof;
- b) The Party seeking access must comply with any reasonable procedures specified from time to time by the other Party, including in particular the Safety Rules of the latter, and shall ensure that the employees, agents and subcontractors of the Party seeking access shall also comply with such procedures and Safety Rules; and
- c) The Party seeking access will cause as little inconvenience to the other Party as is practicable.

5.4. Site Specific Technical Details

5.4.1. Special Automatic Facilities

TSP and the “User” shall operate their respective systems in accordance with the schemes set out in Clause 1 of Annex 6.

5.4.2. Protection and Control Relay Settings / Fault Clearance Times

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TSP and the “**User**” shall record the respective protection and control relay settings and fault clearance times to be operated by each of them in documents and in the format set out in Clause 2 of Annex 6, and shall operate them accordingly

5.4.3. Other Site Specific Technical details

The “**User**” shall ensure that throughout the duration of this Agreement the User’s Equipment complies with the connection conditions set out in the Grid Code and the site specific technical conditions in the Connection Point set out in Clause 3 of Annex 6.

5.4.4. Metering

The requirements for Metering and details of installation and ownership of meters are set out in the Metering Code. **TSP** and the “**User**” shall comply with the provisions of the Metering Code applicable to each Party at the Connection Point.

6. CARRYING OUT THE WORKS

6.1. Planning Data

Not later than twenty eight (28) days after the acceptance of this Agreement, or such a longer period that the Parties may agree, as established in the Grid Code the “**User**” shall provide **TSP** in the case of a new connection the detailed Planning Data specified in the Grid Code or, in the case of a modification to a connection, the changes to such Planning Data, if the “**User**” has not already provided such information to **TSP** prior to acceptance of this Agreement.

6.2. Liaison and Progress Reports

6.2.1. There shall be continuous liaison between the representatives of the Parties throughout the period from acceptance of this Agreement until the Operational Date.

6.2.2. There shall be meetings between the Parties at least every month, or at any other period agreed by the Parties, and each Party shall provide to the other progress reports on a quarterly basis detailing that Party's progress towards constructing and providing the works for the connection and meeting its obligations. The first such report shall be submitted within five (5) Business Days of expiry of the first month following execution of this Agreement and further reports within five (5) Business Days of expiry of each subsequent quarter.

6.2.3. The progress reports shall cover in reasonable detail, the relevant aspects of progress towards obtaining the relevant Consents, design, construction, commissioning and testing of the Connection Works and shall highlight actual or potential departures from the Construction Programme. Where necessary, the progress reports shall state the proposed measures to be taken by **TSP** or the “**User**” to overcome any departures from programme.

6.2.4. When a delay to any of the key dates in the Construction Programme is inevitable, the delayed Party shall advise the other Party of the delay and shall produce a revised Construction Programme for review.

6.3. Consents

6.3.1. **TSP** and the “**User**” will proceed as soon as reasonably practicable following the execution of this Agreement, with their respective applications for Consents.

6.3.2. **TSP** shall use its best endeavours to obtain all necessary Consents as shall be required by **TSP** for the purposes of carrying out the Connection Works and Reinforcement Works that shall be necessary under this Agreement.

6.3.3. The “**User**” shall use its best endeavours to obtain all necessary Consents as shall be required by the “**User**” for the purposes of carrying out its works that shall be necessary under this Agreement.

6.3.4. Each Party at its own expense, shall give the other Party such advice and assistance as may be reasonably be required in the furtherance of these obligations and will grant the other Party such wayleaves (rights of access), easements, rights over or interests in land that may required by the other Party to fulfil its obligations under this Agreement and in all cases subject to reasonable terms and conditions.

6.3.5. **TSP** shall, if it has not already done so, within thirty (30) Business Days of the commencement date of this Agreement, or other date agreed with the “**User**”, provide the “**User**” with preliminary drawings and specifications to facilitate the “**User**” in applying for Consents.

6.3.6. All dates specified in this Agreement are subject to **TSP** receiving such Consents as may be necessary in accordance with the Construction Programme in Annex 5. In the event that any of such Consents are not granted in time or are subject to conditions that will delay the Connection Works, **TSP** shall be entitled to revise the dates in the Construction Programme accordingly.

6.3.7. Each Party shall keep the other Party apprised (in reasonable detail) of its progress towards completion of its obligations regarding the Consents necessary for their Connection Works. Further, each Party shall, without delay, notify the other Party on completion of their respective obligations in this respect.

6.4. Construction Works of TSP and User

6.4.1. Following receipt of all necessary planning Consents, **TSP** and the “**User**” shall proceed as soon as reasonably practicable with their respective works in the Construction Programme.

6.4.2. Each Party shall be entitled to contract or sub-contract the carrying out of their respective works under this Agreement. However **TSP** and the “**User**” shall retain the responsibility for carrying out their works in the Construction Programme under this Agreement, including the works done by a contractor or sub-contractor, to a stage of completion such that the works shall be capable of being commissioned in accordance with the Construction Programme.

6.4.3. During the period of construction and at the times indicated and otherwise as provided in the Construction Programme and the Commissioning Programme, **TSP** shall allow the “**User**”, its employees, agents, suppliers, contractors and subcontractors necessary access to the Connection Site and the “**User**” shall allow **TSP**, their employees, agents, suppliers, contractors and sub-contractors necessary access to its site to enable each to carry out their respective works but not so as to disrupt or delay the construction and completion of the other’s works on the said sites or the operation of the other’s Plant and Apparatus located thereon, such access to be in accordance with any reasonable procedures relating thereto made by the site owner or occupier.

6.4.4. Each Party shall, as soon as it is satisfied that the Connection Works have been completed to the extent necessary to allow all the Commissioning Tests to be performed, notify the other Party of their readiness to commence Commissioning Tests specified in the agreed Commissioning Programme.

6.5. Commissioning

6.5.1. **TSP** shall have the general responsibility of coordinating the consultation and approval of the Commissioning Programme, including Grid Code Tests, with the System Operator.

6.5.2. Not later than three (3) months prior to the Commissioning commencement date, the “**User**” shall provide **TSP** and the System Operator with details of the Commissioning Tests that the “**User**” intends to carry out on the User’s Equipment, together with the proposed commissioning schedule.

6.5.3. Not later than thirty (30) days from receipt of this information and after consultation with the System Operator, **TSP** shall review the commissioning schedule proposed by the “**User**”, and provide the “**User**” with a draft Commissioning Programme that has been approved by the System Operator for the Commissioning of the **TSP**’s Connection Equipment and the User’s Equipment.

6.5.4. Within fifteen (15) days of receipt of the draft Commissioning Programme, the “**User**” shall determine whether or not to agree with the proposed Commissioning Programme (which agreement shall not be unreasonably withheld or delayed) and shall within such period either notify **TSP** of its agreement or, in the event that the “**User**” reasonably withholds its agreement, notify **TSP** and the System Operator of any changes or variations to the proposed Commissioning Programme recommended by the “**User**”.

6.5.5. If **TSP** or the System Operator does not accept such changes or variations submitted by the “**User**”, **TSP** shall, within five (5) days, arrange a meeting with the System Operator and the “**User**” to discuss the reasons for not accepting of the Commissioning Programme, in an attempt to reach an agreement on such programme. If, however a complete agreement cannot be reached within fifteen (15) days of this meeting, any dispute shall be referred to Expert.

6.5.6. The Commissioning Programme agreed between the System Operator, **TSP** and the “**User**”, or determined by the Expert, as the case may be shall be implemented by the Parties and their subcontractors in accordance with its terms, and coordinated by the System Operator.

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6.6. Delays

6.6.1. If either Party shall have reason to believe that it is being delayed or will be delayed in carrying out that Party's Connection Works for any reason (whether it is a reason entitling the Party to the fixing of new dates under Clause 6.6.2), it shall notify the other Party in writing within five (5) Business Days of its becoming aware of the occurrence giving rise to the delay and of the extent of the actual and/or anticipated delay.

6.6.2. If a Party (in this Clause, the "Affected Party") shall be delayed in carrying out any of its Connection Works (including, for the purposes of this Clause, the Affected Party's Commissioning Tests) by reason of:

- a) Any act, default or omission of the other Party (in this Clause, the "Defaulting Party") or the Defaulting Party's employees, agents, contractors or subcontractors;
- b) Any Consent required ceasing to be in force, or any condition of such a Consent preventing the Affected Party from performing its obligations save where such condition is the consequence of the negligent actions or omissions of the Affected Party; or
- c) A Force Majeure Event (to the extent that the Affected Party is relieved of its obligations),

the Affected Party shall be entitled to have such later date or dates fixed as the scheduled Connection Works as may be fair and reasonable in the circumstances, provided that the Affected Party notifies the Defaulting Party in writing of such act, default or omission, or Force Majeure Event, within five (5) Business Days of the Affected Party becoming aware of the occurrence giving rise to the delay, together with an estimate of the proposed delay which it will cause the Affected Party. In the event of a dispute between the Parties over what is a fair and reasonable new date to be fixed in the circumstances, either party may refer the dispute to **Expert Determination**. Once the new date or dates are fixed (by agreement between the Parties or by determination of the Expert), the Connection Works schedule shall be deemed to be amended as appropriate.

7. AGREEMENT TO CONNECT

7.1. Operational Diagrams and Site Common Drawings

7.1.1. Not later than four (4) months prior to the expected commencement date of the Commissioning Programme or by such other time as may be agreed between the Parties, the "User" shall prepare, and submit to TSP, the Operational Diagrams and Site Common Drawings for the Plant and Apparatus of the "User" at the Connection Point as described in Clause 4 of Annex 6.

7.1.2. Following receipt of the Operational Diagrams and Site Common Drawings of the "User", and not later than three (3) months prior to the expected Commissioning Programme commencement date or by such other time as may be agreed between the Parties, TSP shall prepare and submit to the "User" the Operational Diagrams and Site

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Common Drawings for the overall Connection Point showing the Plant and Apparatus of both **TSP** and the “**User**” at the Connection Site.

7.2. Technical Data

Not later than three (3) months prior to the expected commencement date of the Commissioning Programme or by such other time as may be agreed between the Parties:

- a) each Party shall submit to the other data within its possession needed to enable the completion of Annex 6 of this Agreement; and
- b) the “**User**” shall submit to **TSP** evidence satisfactory to **TSP** that the User's Equipment complies, or will comply on completion of the Connection Works of the “**User**”, with Clauses 1 to 3 of Annex 6 of this Agreement.

7.3. Site Responsibility Schedule

Not later than eight (8) weeks prior to the expected commencement date of the Commissioning Programme or by such other time as may be agreed between the Parties each Party shall submit to the other:

- a) for the Connection Site, information to enable preparation of Site Responsibility Schedules complying with the provisions of the Grid Code together with a list of managers who have been duly authorised by the “**User**” to sign such Site Responsibility Schedules on behalf of the “**User**”;
- b) written confirmation that the list of Safety Co-ordinators are authorised and competent in accordance with the conditions in the Operation Code of the Grid Code;
- c) a list of the telephone numbers for the facsimile machines referred to in the Connection Code of the Grid Code.

7.4. Compliance Report

Not later than three (3) months prior to the expected commencement date of the Commissioning Programme, each Party shall submit to the other a statement of readiness to complete the Commissioning Programme in respect of the Connection Works. The statement submitted by the “**User**” shall in addition contain relevant Planning Data and a report certifying to **TSP** that, to the best of the information, knowledge and belief of the “**User**”, all relevant connection conditions applicable to the “**User**” have been considered and complied with. If **TSP** considers it necessary, this latter report shall include test reports and test certificates produced by the manufacturer showing that the User's Equipment meets all the criteria specified in the Grid Code.

7.5. Energisation / Become Operational

7.5.1. Prior to the initial connection and commencement of the Commissioning Programme, **TSP** shall confirm that the compliance report prepared under Clause 7.4 is

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acceptable and that the User's Equipment is compliant with all aspects of the Grid Code.

7.5.2. **TSP** shall coordinate with the System Operator to make the connection and initial Energisation of the User's Equipment at the Connection Point during the course of and in accordance with the agreed Commissioning Programme. Following satisfactory completion of the Commissioning Programme, **TSP** shall inform the "User" in writing that the Connection Site has become operational.

7.5.3. As from the date of the initial connection (the "Connection Date") and for the duration defined in this Agreement, on the terms and subject to the conditions set out in this Agreement,

- (a) **TSP** agrees to connect the User's Equipment to the Transmission System at the Connection Point;
- (b) **TSP** agrees to allow the User's Equipment to remain connected and Energised at the Connection Point;
- (c) The "User" shall keep the User's Equipment at the Connection Point connected to the Transmission System until Decommissioning or Disconnection is permitted pursuant to this Agreement.

8. OPERATION AND MAINTENANCE

8.1. Operation of Connection Point

8.1.1. The "User" shall operate the User's Equipment in accordance with the Grid Code and Prudent Utility Practice.

8.1.2. The Maximum Export Capacity and Maximum Import Capacity of the Connection Point under this Agreement is specified in Annex 8. The "User" shall not operate its equipment so as to exceed the maximum export or import capacity of the Connection Point, except as expressly permitted by the Grid Code and as instructed by the System Operator.

8.2. Maintenance Practices

8.2.1. **TSP** shall maintain, upgrade and expand the Transmission System in accordance with its transmission licence, the Grid Code and Prudent Utility Practice.

8.2.2. For the duration of this Agreement, **TSP** shall use all endeavours to maintain and repair **TSP's** Connection Equipment in the condition necessary to render it fit for the purpose of transferring the Maximum Export Capacity or Maximum Import Capacity at the Connection Point.

8.2.3. For the duration of this Agreement, the "User" shall maintain the User's Equipment in accordance with the Grid Code and Prudent Utility Practice.

8.2.4. Subject to the provisions in the Grid Code, each Party shall be entitled to Planned Outages of parts of its systems or equipments and carry out necessary

maintenance from time to time in co-ordination with the other Party and the System Operator.

8.3. Emergency De-energisation

8.3.1. Subject to procedures and conditions established in the Grid Code, **TSP** shall have the right to request the System Operator to instruct the disconnection of the **User's** Equipment and De-energise the Connection Point at any time if and to the extent that **TSP** in its reasonable discretion considers necessary in any of the following circumstances,

- a) Forthwith, when required to prevent or remedy a System Emergency or a condition affecting or likely to affect reliability or integrity of the Transmission System, the system of the **"User"** or the **User's** Equipment or other systems connected to the Transmission System;
- b) Forthwith, on the occurrence of a Force Majeure Event if, acting in accordance with Prudent Utility Practice, **TSP** considers that the circumstances require it;
- c) Forthwith, if, in the reasonable opinion of **TSP** and the System Operator, the condition or manner of operation of the system of the **"User"** or the **User's** Equipment poses an immediate threat of injury or material damage to any person or to another user's system and/or to the Transmission System, and the **"User"** does not remedy this conditions within a reasonable period specified by the System Operator.

8.3.2. If, in the reasonable opinion of the **"User"**, the condition or manner of operation of the Transmission System poses an immediate threat of injury or material damage to any person or system of the **"User"** or **User's** Equipment, the **"User"** shall have the right to De-energise the **User's** Equipment if it is necessary or expedient to do so to avoid the occurrence of such injury or damage, provided that the **"User"**, when reasonable and practical, shall give an advance notice to the System Operator.

8.3.3. After the circumstances leading to any De-energisation have ceased to exist or pursuant to Clause 15.2, as may be applicable, **TSP** in coordination with the **"User"**, shall request Re-energisation to the System Operator, and the System Operator shall instruct the **"User"** to Re-energise the **User's** Equipment at the Connection Point as quickly as possible and the System Operator in coordination with **TSP** shall Re-energise **TSP's** Equipment as quickly as possible.

8.3.4. If **TSP's** Connection Equipment is De-energised pursuant to Clause 8.3.1(c) or Clause 15.2, the **"User"** shall pay to **TSP**, on demand, any reasonable costs incurred by **TSP** directly as a result of:

- (a) De-energisation in accordance with this Agreement, and
- (b) any subsequent Re-energisation in accordance with this Agreement.

8.3.5. In all other cases of De-energisation, the **"User"** shall not bear the costs of De-energisation and Re-energisation of the Connection Point.

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9. DECOMMISSIONING OR DISCONNECTION

9.1. Right to Decommission

9.1.1. The “User” shall give TSP not less than six (6) months written advance notice of any intention of the “User” to Decommission the User’s Equipment.

9.1.2. If the “User” gives a notice to Decommission in accordance to 9.1.1, the “User” may, upon expiry of the period specified in such notice and not before, Decommission the User’s Equipment. This Agreement shall not terminate until the “User” pays any pending or applicable payments under this Agreement.

9.1.3. If and when the “User” wishes later to re-connect the User’s Equipment, the “User” shall give TSP not less than a three (3) month written notice unless a shorter period is agreed between the “User” and TSP.

9.2. Right to Disconnect

9.2.1. The “User” shall give TSP not less than six (6) months advance written notice of any intention of the “User” to Disconnect the User’s Equipment.

9.2.2. If the “User” gives a notice to Disconnect in accordance to 9.2.1, the “User” may, upon expiry of the period specified in such notice and not before, Disconnect the User’s Equipment. At the expiry of such period this Agreement shall terminate, provided that this Agreement shall not terminate until the “User” pays any pending or applicable payments under this Agreement.

9.2.3. Within six (6) months of the date of such termination or such longer period as may be agreed between the Parties, the Parties shall by arrangement with each other remove any of User Connection Equipment and any of TSP’s Connection Equipment that are on the property of the other Party.

10. SAFETY

Following the signing of this Agreement, TSP and the “User” shall each supply each other from time to time with copies of their Safety Rules applicable to the Connection Site. Each Party will comply with the relevant Safety Rules when working on the other Party’s site.

11. PAYMENT AND CONNECTION CHARGES

11.1. Connection Charges

The “User” shall pay the applicable Connection Charges arising in this Agreement for the Connection Point, in accordance with the terms and conditions set out in Annex 7 of this Agreement.

**11.2. [THIS CLAUSE HAS BEEN INTENTIONALLY LEFT BLANK
until the ERC determines separate Transmission Tariffs]**

12. [THIS CLAUSE HAS BEEN INTENTIONALLY LEFT BLANK]**13. ASSIGNMENT**

13.1.1. The rights, powers, duties and obligations of the “User” under this Agreement are exclusive to the “User” and the “User” may not assign or transfer the rights or obligations of this Agreement save in the following circumstances:

- (a) The assignee of the rights and obligations this Agreement is the legal successor of the “User”; or
- (b) TSP agrees to an assignment proposed by the “User”, subject to any conditions that TSP may impose.

13.1.2. TSP may at any time assign or transfer all its rights and obligations under this Agreement to another person who becomes the legal successor of TSP.

14. CONFIDENTIALITY

14.1.1. TSP and the “User” shall maintain the confidentiality of the information and data it acquires in the course of the performance of this Agreement, where applicable, and may not disclose such information to third parties (other than the ERC) except when requested by laws or relevant authorities, or codes approved by the ERC, or its licence conditions, or to the extent authorised by the other Party.

15. DEFAULT, DE-ENERGISATION FOR NON-COMPLIANCE AND TERMINATION**15.1. Breach**

15.1.1. If the “User” becomes aware of any likely possible breach of this Agreement or the Grid Code, it shall notify TSP of the likely possible breach giving sufficient details thereof to enable TSP to assess the importance of the breach.

15.1.2. If the “User” becomes aware of any breach by TSP of this Agreement or the Grid Code, then the “User” shall notify TSP of the breach and shall discuss the breach in good faith.

15.1.3. If TSP becomes aware of any likely possible breach of this Agreement or the Grid Code it shall notify the “User” of the likely possible breach giving sufficient details thereof to enable the “User” to assess the importance of the breach.

15.1.4. If the “User” is in breach of any of the provisions of this Agreement or the Grid Code then TSP shall, as soon as reasonably practicable after it becomes aware of the breach, in good faith notify the “User” of the breach advising it whether in its opinion the breach can be remedied and the timescale for the remedy and giving sufficient details thereof to the “User” to enable it to assess the importance of the breach.

15.2. De-energisation for Breach of Grid Code Standards

If the “User” fails to comply with the safety and reliability standards set out in the Grid Code and the ERC gives an order or Directive to the “User” in respect of such non-compliance, which order or Directive the “User” breaches, the System Operator or TSP on the instructions of the System Operator, may De-energise the User’s Equipment upon the expiry of at least four (4) days prior written notice to the “User”, provided that at the time of expiry of the notice the “User” still has not complied with the order or Directive of the ERC and that the ERC gives its prior approval to such De-energisation.

15.3. Re-energisation

If, following any De-energisation pursuant to Clauses 15.2. or 8.3.1(c), the “User” applies to TSP for the User’s Equipment to be Re-energised and is refused or is offered terms which the “User” does not accept, this shall be recognised as a dispute over the terms for connection to the Transmission System which the “User” may refer to **Expert Determination**. If the “User” accepts any terms offered by TSP or settled by the Expert pursuant to any such reference, TSP shall in coordination with the System Operator Re-energise the User’s Equipment forthwith after any request from the “User” for TSP to do so.

15.4. Events of Default

The following events or circumstances shall be Events of Default by the “User”:

- (a) if a breach referred to Clause 15.2 has not been remedied at the expiry of three (3) months after the date of such De-Energisation and TSP by notice in writing to the “User” declares that such breach is an Event of Default; or
- (b) a failure to comply with or operate in conformity with any provisions of this Agreement where such failure is a material breach of this Agreement (being one which materially affects the “User’s” ability to perform its obligations under this Agreement) and (if such failure is capable of remedy) such failure is not remedied for the period provided for in this Agreement or, if none is provided, within thirty (30) Business Days following the date on which the “User” is given notice of the default by TSP; or
- (c) if at any time after implementation of the Commissioning Date, the “User” has failed to obtain or maintain any licences, authorisations or other approvals or Consents required for its operation and such failure is not remedied within 15 days from the date TSP has given notice of the default.

15.5. Termination

15.5.1. Once TSP has given a valid notice of an Event of Default pursuant to 15.4, TSP may serve notice of termination to the “User” whereupon this Agreement shall terminate and:

- (a) The System Operator or **TSP** on the instructions of the System Operator, may give notice of De-energisation and Disconnection to the “**User**”, and shall Disconnect all the User’s Equipment at the Connection Point; and
- (b) **TSP** and the “**User**” shall remove any of the User Connection Equipment and any **TSP**’s Connection Equipment on the property of the other Party within six (6) months of the date of termination or such longer period as may be agreed between the Parties or required by a competent authority.

15.5.2. The “**User**” may terminate this Agreement pursuant to the provisions of Clause 9.

16. FORCE MAJEURE

16.1. Force Majeure Event

16.1.1. “Force Majeure Event” means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that:

- (a) such circumstance, despite the exercise of reasonable diligence and observing Prudent Utility Practice, cannot be prevented, avoided or removed by such Party, and
- (b) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof,

including, without limitation, the following events to the extent they satisfy the criteria mentioned above under (a) and (b):

- (a) acts of terrorists, war declared or undeclared, blockade, revolution, riot, insurrection, civil commotion, invasion or armed conflict, sabotage or acts of vandalism, criminal damage or the threat of such acts;
- (b) extreme weather or extreme environmental conditions including storm, flood, lightning, fire, landslip, earthquake, accumulation of snow or ice, natural disasters and phenomena including meteorites, the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, impact by aircraft, volcanic eruption, explosion including nuclear explosion, radioactive or chemical contamination or ionising radiation;
- (c) any change of legislation, governmental order, restraint or Directive having the effect of preventing or delaying the construction, commissioning or testing of the Connection Works or the Generating Facility (if applicable), and such

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operation cannot be made lawful by a modification to the Connection Works or the Generating Facility (if applicable) or a change in operating practice;

- (d) a strike or any other form of industrial action by persons employed by the affected Party including any strike which is a part of a wider labour dispute of a national character occurring in Jordan and affecting the employees of the affected Party;
- (e) the act or omission of any contractor or supplier of either Party but only if due to an event which, but for the contractor or supplier not being a party to this Agreement, would have been Force Majeure;

provided that Force Majeure Events shall not include:

- (a) lack of funds and/or the inability of a Party to pay;
- (b) mechanical or electrical breakdown or failure of machinery or plant owned or operated by either Party other than as a result of the circumstances identified in (a) to (c) above;
- (c) any of the events referred to in this Agreement resulting in modifications of this Agreement;
- (d) a strike or any other form of industrial action not falling within paragraph (d) above.

16.2. Consequences of Force Majeure

If any Party (the “**non-performing party**”) shall be unable to carry out any of its obligations under this Agreement due to a Force Majeure Event this Agreement shall remain in effect but:

- (a) the **non-performing party**'s obligations which the **non-performing party** is incapable of performing as a direct result of the Force Majeure Event; and
- (b) the obligations of the other Party owed to the **non-performing party** under this Agreement which the relevant Party is unable to carry out directly as a result of the suspension of the **non-performing party**'s obligations

shall be suspended for a period equal to the occurrence of the Force Majeure Event provided that:

- (i) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure Event;
- (ii) no obligations of any Party that arose before the Force Majeure Event causing the suspension of

performance are excused as a result of the Force Majeure Event;

- (iii) the **non-performing party** gives the other Party prompt notice describing the Force Majeure Event, including the nature of the occurrence and its expected duration and the expected effects of such occurrence on the affected Party's obligations, and continues to furnish regular reports with respect thereto during the period of Force Majeure Event;
- (iv) the **non-performing party** uses all reasonable efforts to remedy and mitigate the effects of its inability to perform; and
- (v) as soon as practicable after the occurrence of the Force Majeure Event, the Parties shall discuss how best to continue their operations so far as possible in accordance with this Agreement and the Grid Code.

17. INSURANCES

17.1.1. **NEPCO** shall take out such insurances as should reasonably be put in place by transmission operator in similar circumstances acting in accordance with Prudent Electrical Utility Practice.

17.1.2. The "**User**" shall take out such insurances as should reasonably be put in place for the equipment it connects to the Transmission System acting in accordance with Prudent Electrical Utility Practice.

17.1.3. The corresponding insurances are described in Annex 9.

18. DISPUTE RESOLUTION

18.1. Reference to Senior Management of Parties

18.1.1. If any dispute arises between the Parties out of or in connection with or relating to this Agreement, a written notice of the matter, which the notifying Party acting in good faith considers to be a dispute under or in connection with this Agreement, shall be referred to senior officers of the Parties upon the written request of any Party.

18.1.2. Where a Party has requested the reference of a dispute to senior officers, the officers shall employ such methods of resolution as they may agree and shall make all reasonable efforts to resolve the dispute in a timely manner. In particular, any of the parties may use experts or mediators to help resolve the dispute in an amicable and speedy manner.

18.2. Reference to the ERC

If following the reference to the Parties' senior offices as stipulated in this Clause, the dispute has not been resolved within twenty (20) calendar days after the date of receipt of the written notice pursuant to 18.1.1, any Party may decide to refer it to the ERC, provided that in case the "USER" is a licensed electricity company both Parties shall agree on such a reference, pursuant to the provisions of the General Electricity Law.

18.3. Arbitration

18.3.1. If a dispute cannot be settled pursuant to 18.1 and the Parties decide not to refer the dispute to the ERC pursuant to the provisions of the General Electricity Law, the dispute shall be finally settled by arbitration pursuant to the provisions of this Clause and the Jordanian Arbitration Law.

Comment: See definition of Jordanian Arbitration Law.

18.3.2. If the dispute is of a technical nature (including electrical, engineering, operational or mechanical), including the cases where in this Agreement it is expressly stipulated that the dispute will be resolved by **Expert Determination**, the Parties shall jointly appoint an Expert within five (5) days from the date of receipt of the notice by the addressee of the notice of dispute. If the Parties fail to agree on an appointee, either Party may apply to the Jordanian Association of Arbitrators requesting that the appointment of a suitable Expert be made as soon as possible and no later than ten (10) days after the date of receipt of the application.

18.3.3. The Expert shall:

- (a) give each of the Parties the opportunity of making oral and/or written representations on the dispute within seven (7) Business Days after the date of his appointment;
- (b) resolve or settle such matter or dispute in such manner as the Expert shall in his absolute discretion see fit;
- (c) give the decision within twenty (20) Business Days, unless the Parties by agreement require a shorter or a longer period;

18.3.4. Unless otherwise agreed by the Parties, in all cases not falling within the provisions of Clause 18.2.2, the dispute shall be determined by an Arbitration Tribunal consisting of three persons, one person appointed by each Party and the third person appointed by the two appointees of the Parties. If either Party fails to appoint its arbitrator within fifteen (15) days following the date of receipt of a request to do so from the other Party, or if the two appointed arbitrators fail to agree on the third arbitrator within fifteen (15) days following the date of appointing the more recently appointed arbitrator, the appointment shall be made, upon a request of one of the Parties, by the Jordanian Association of Arbitrators. The third arbitrator, whether

appointed by the two appointed arbitrators or by the Jordanian Association of Arbitrators, shall preside over the Tribunal.

18.3.5. The time periods mentioned in Clause 18.2.3 shall not apply to the cases where the dispute is determined by the Arbitration Tribunal except that the time period for the Arbitration Tribunal for each of the activities mentioned in Clause 18.2.3 cannot exceed the equivalent of three times the period of time mentioned in Clause 18.2.3 unless the Parties agree and instruct the Arbitration Tribunal otherwise.

18.3.6. The Expert, or the Arbitration Tribunal as the case may be, shall act as an arbitrator and shall determine the dispute using his skill, experience and knowledge and with regard to such matters in his sole discretion considers appropriate. The decision of the Expert, or the Arbitration Tribunal as the case may be, shall be final and binding on the Parties save in respect of fraud or manifest error or as provided in Jordanian Arbitration Law.

18.3.7. The award rendered in any arbitration shall apportion the costs of the arbitration between the Parties as the arbitrator(s) see fit. The award rendered shall be in writing and shall set forth in reasonable detail the facts of the dispute and the reasons for the arbitrator(s) decision.

18.3.8. The award rendered in any arbitration commenced hereunder or any order passed by a competent court pursuant to applicable law in relation to any interlocutory matter concerning the dispute pending the conclusion of arbitration proceedings, may be entered in any court having jurisdiction for its enforcement.

18.3.9. The Party against whom an arbitration award is made shall pay interest at the default rate, established in accordance to Jordanian Laws, to the other Party in receipt of such arbitration award from the due date for payment specified in such award until the date of payment of such award, unless otherwise specified in the arbitration award.

18.3.10. The language of arbitration shall be Arabic and the applicable law shall be Jordanian law. Except where otherwise specified in this Clause 18.2, the rules of Jordanian Arbitration Law shall apply.

18.4. Performance to Continue During Dispute

Performance of this Agreement shall continue during arbitration proceedings pursuant to Clause 18. No payment due or payable by **TSP** or the "**User**" shall be withheld on account of a pending reference to arbitration or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute. Neither the "**User**" nor **TSP** shall exercise any other remedies under this Agreement arising by virtue of the matters in dispute.

19. NOTICES

Save as otherwise expressly provided in this Agreement, any notice or other communication to be given by a Party to another Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by letter

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delivered by hand or sent by first class prepaid post (airmail if overseas) or telex or facsimile, and shall be deemed to have been received:

- (a) in the case of delivery by hand, when delivered, provided that the party shall sign a receipt of acknowledgment stating the date and hour it was delivered; or
- (b) in the case of first class prepaid post, on the second day following the day of posting or, if sent airmail from overseas, on the fifth day following the day of posting; or
- (c) in the case of telex, on the transmission of the automatic answer-back of the address (where such transmission occurs before 1700 hours on the day of transmission) and in any other case on the day following the day of transmission; or
- (d) in the case of facsimile, on acknowledgement by the addressee's facsimile receiving equipment (where such acknowledgement occurs before 1700 hours on the day of acknowledgement) and in any other case on the day following the day of acknowledgement.

IN WITNESS WHEREOF

the duly authorized representatives of the Parties

SIGNED BY

[name])

for and on behalf of **TSP**

SIGNED BY

[name]

for and on behalf of **"User"**

ANNEX 1: CONNECTION SITE AND TRANSMISSION CONNECTION EQUIPMENT

Explanation Note: This Annex will be completed with data provided by the User and TSP, to identify the parties, and the specific technical characteristics, equipment, diagrams and schedule of the Connection Point and Connection Site.

1. DATA

1.1. Identification of Company

Name of Company: []

Representative: []

Address []

Phone []

Fax []

2. CONNECTION SITE AND CONNECTION POINT

Connection Point: []

Location: []

Site operational diagram.

Site Responsibility Schedule, describing the limits of responsibility in relation to control, operation, and maintenance of equipment.

3. CONNECTION EQUIPMENT

3.1. TSP Connection Equipment

Transmission Substation: []

Transmission Line: [].

Other Equipment

Type of Assets: []

3.2. User Connection Equipment

Type of Assets: []

In the case of a Power Producer: description of generation facilities to be connected

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ANNEX 2: TSP WORKS AT CONNECTION POINT

This Annex describes the Connection Works of **TSP** for this Agreement at the Connection Point

Explanation Note: *This Annex refers exclusively to the works to be done and installations by TSP, and therefore should not include any obligation or equipment to be installed by the User.*

Explanation Note: *As established in the Grid Code and described in the Clauses of this agreement, this Annex will be completed by TSP after the parties agree on the works to be done in the connection point. The description of the connection works to which TSP commits, will be complemented by the corresponding single line diagram.*

[Description of works]

Single line diagram of proposed Connection Works.

Explanation Note: *Only for the purpose of clarification, some examples follow of the possible works:*

[Extension of 400kV busbars

Addition of 400kV Bus-section circuit Breaker

Addition of new 400/132kV 100MVA Transformer]

ANNEX 3: TSP REINFORCEMENT WORKS

This Annex describes the Reinforcement Works of TSP for this Agreement at the Connection Point

Explanation Note: *This Annex refers exclusively to works to be done and installations by TSP, and therefore should not include any obligation or equipment to be installed by the User.*

Explanation Note: *As defined in Clause 5.2.2, The Reinforcement Works of TSP are “works on the wider Transmission System, remote or outside the Connection Site, that TSP considers necessary to reinforce the Transmission System” Therefore, according to the clauses and definitions in the Agreement, this Annex should only include works by TSP in the Transmission System (defined as the transmission system owned by the Transmission Licensee). Works in the National Control Centre of the System Operator do not form part of such transmission facilities. Therefore, this Annex should not include works of the System Operator.*

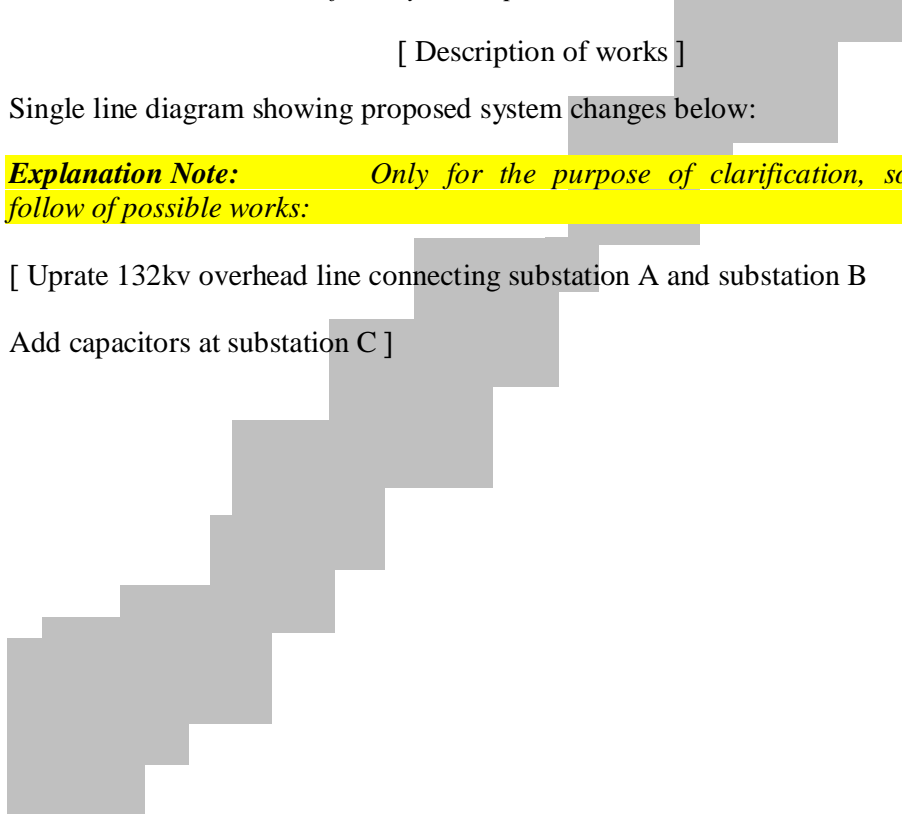
[Description of works]

Single line diagram showing proposed system changes below:

Explanation Note: *Only for the purpose of clarification, some examples follow of possible works:*

[Uprate 132kv overhead line connecting substation A and substation B

Add capacitors at substation C]



ANNEX 4: TSP ONE-OFF WORKS

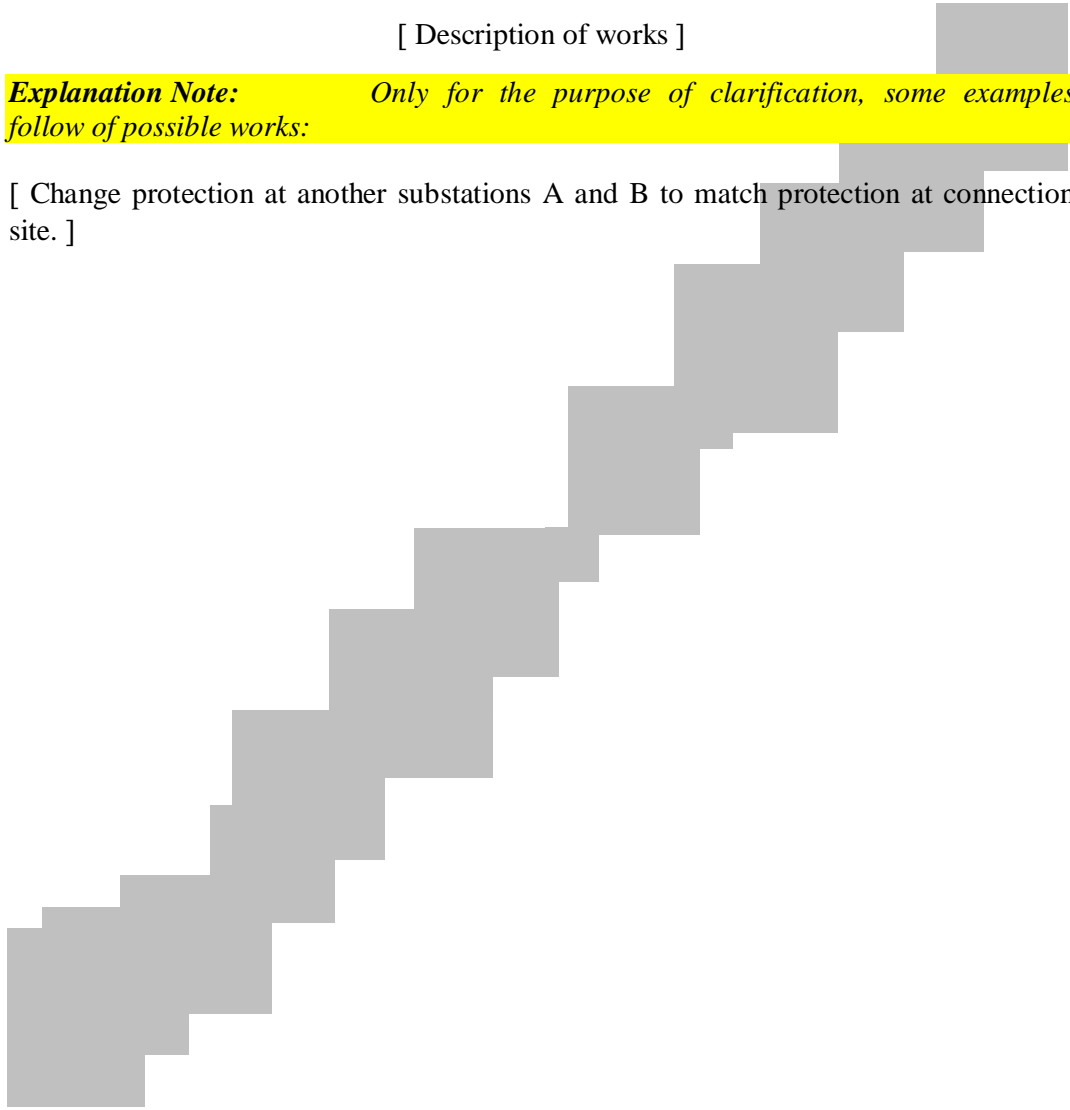
This Annex describes the One-off Works of **TSP** for this Agreement at the Connection Point.

Explanation Note: *This Annex refers exclusively to works to be done and installations by TSP, and therefore should not include any obligation or equipment to be installed by the User.*

[Description of works]

Explanation Note: *Only for the purpose of clarification, some examples follow of possible works:*

[Change protection at another substations A and B to match protection at connection site.]



ANNEX 5: CONSTRUCTION PROGRAMME

Explanation Note: As established in the Grid Code and described in the Clauses of this agreement, this Annex will be completed by TSP after the parties agree on the construction programme.

This Annex describes the construction schedule for Connection Works, Reinforcement Works and One-off Works.

The construction schedule shall contain the following key dates

- a) Anticipated timetable for obtaining all necessary Consents
- b) Commencement of design and contract specification
- c) Anticipated main contract enquiry date
- d) Anticipated date to let main contracts
- e) Construction completion date
- f) Commencement date of Commissioning Programme
- g) Anticipated date for completion of commissioning
- h) Operational Date

[Description of Construction Programme]

ANNEX 6: SITE SPECIFIC TECHNICAL DETAILS

1. SPECIAL AUTOMATIC FACILITIES

The following describes the details of any Special Automatic Facilities:

Explanation Note: *This part of the Annex will be completed by the parties to describe the special automatic facilities in the specific Connection Point.*

Explanation Note: *Only for the purpose of clarification, some examples follow:*

[Transmission System to Generating Unit Intertripping schemes

Transmission System to Demand, Intertripping schemes

Auto Open/Close schemes

System Splitting or Islanding Schemes that Impact on the equipment, system or Plant of the “User”]

2. PROTECTION AND CONTROL

Explanation Note: *This part of the Annex will be completed by the parties to describe the protection and control systems and settings in the specific Connection Point.*

[Description of protection and control relay settings and fault clearance times]

3. OTHER SITE SPECIFIC TECHNICAL DETAILS

3.1. Protection of Interconnecting Connection

Explanation Note: *This part of the Annex will be completed by the parties to describe the protection schemes in the specific Connection Site. In each case, TSP will propose them and the parties shall discuss the proposal and reach an agreement*

TSP shall design the protection scheme for the interconnecting connections at the Connection Site after the Construction Programme has commenced. In order to provide the required dependability and setting, the “User” shall be required to install relays and auxiliary components for the “User” circuits that are compatible with those used by TSP. TSP shall provide the common and per zone equipment. The “User” shall:

- a) Provide per circuit equipment specified below:

[NEPCO to propose – Parties to agree]

- b) Provide AC and DC bus wiring including back up trip bus wires specified below:

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[NEPCO to propose – Parties to agree]

The CT characteristics required of the above bus wiring are set out below:

[NEPCO to propose – Parties to agree]

3.2. Circuit Breaker Fail Protection

If the “User” is a Power Producer, the “User” shall be required to install circuit breaker fail protection equipment specified below:

[NEPCO to propose – Parties to agree]

3.3. Pole Slipping

Explanation Note: *In the case of a Generator, this part of the Annex will be completed by the parties to describe the pole slipping arrangements. TSP will propose them and the parties shall discuss the proposal and reach an agreement*

If the “User” is a Power Producer and where system requirements require it, the “User” shall install pole slipping protection complying with the performance criteria specified below:

[NEPCO to propose – Parties to agree]

3.4. Control Telephony

Explanation Note: *This part of the Annex will be completed by the parties to with the agreed control telephony arrangements.*

3.4.1. NEPCO shall design, install and operate a communications system for its side of the Connection Site.

3.4.2. The “User” shall design, install and operate a communications system for its side of the Connection Site.

3.4.3. The communications systems between both parties shall be connected together by telephony and data channels to enable the responsible engineer or operator of the “User” to communicate with the System Operator’s National Control Centre.

3.4.4. For this particular Connection Pint, the methods by which the responsible engineer or operator of the “User” shall communicate with the System Operator’s control engineers in the National Control Centre, are the following:

Comment: *The following paragraphs will describe any detail of the communications to be used in normal operation and in emergencies.*

- (a) In normal operating conditions

[Parties to agree]

- (b) In emergency operating conditions

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[Parties to agree]

3.5. System Monitoring

In case of installing a RTU, the “User” shall provide the following SCADA signals required by the System Operator for monitoring and controlling from its National Control Centre (NCC):

Explanation Note: *This part of the Annex will be completed by the System Operator with the required signals to be provided to be sent to the National Control Centre.*

[List of required signals, such as indications, alarm, commands, analogue values and AGC control for Generating Units]

Additionally, the “User” shall supply and install a supervisory interface panel and connect to it all the signals required by the System Operator.

In case of using the SCS system, the “User” shall supply the necessary hardware and software including modems, cables and connectors for interfacing with the System Operator, and use the dedicated protocols specified by the System Operator.

The “User” shall provide the voltage and monitoring signals set out below

Explanation Note: *This part of the Annex will be completed by TSP as Transmission Licensee.*

[NEPCO to specify – these will only consist of signals from the “User” current transformers and voltage transformer in the manner and from the locations set out here]

3.6. Operational Metering

The “User” shall provide the operational metering set out below

Explanation Note: *This part of the Annex will be completed with the operational metering required by the System Operator.*

[NEPCO to propose]

4. DRAWING REQUIREMENTS

4.1. Operational Diagrams

An Operational Diagram shall be prepared for the Connection Site. The Operational Diagram shall include all high voltage Apparatus and the connections to all external circuits and incorporate numbering, nomenclature and labelling, as set out in Operation Code of the Grid Code. The nomenclature used shall conform to that used on the Connection Site and circuit. The Operational Diagram (and the list of technical details) is intended to provide an accurate record of the layout and circuit interconnections, ratings and numbering and nomenclature of high voltage Apparatus and related Plant.

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4.2. Site Common Drawings

Site Common Drawings will be prepared for the Connection Site and will include Connection Site layout drawings, electrical layout drawings, common protection/control drawings and common services drawings.

4.3. Site Responsibility Schedule

In order to inform site operational staff and **TSP** control engineers of agreed responsibilities for Plant and/or Apparatus at the operational interface, a Site Responsibility Schedule shall be produced for **TSP** and the “**User**” with whom they interface in accordance with the Connection Conditions of the Grid Code.

ANNEX 7: CONNECTION CHARGES

Details of connection costs due to construction or modification of the Transmission Substation and **TSP**'s Connection Equipment to be paid by “**User**”, when applicable, in accordance to the agreed connection offer, and the payment schedule of “**User**”.

[Details of other Connection Charges if applicable.]

[If no connections costs or Connection Charges are applicable, this Annex will be left blank]

ANNEX 8: MAXIMUM CONNECTION CAPACITY

Explanation Note: *This Annex will be completed with data provided by the User and TSP, to identify the capacity of the specific facilities connected and the maximum export and import capacity requested by the User and agreed with TSP.*

FOR A POWER STATION

Company:

Power Station name:

Maximum Import Capacity (MW)

Maximum Export Capacity (MW)

Generating Unit

Unit 1

Unit 2 , etc.

FOR A DISTRIBUTION COMPANY OR A PRINCIPAL CONSUMER

Company:

Interconnection

Maximum Import Capacity (MW)

Maximum Export Capacity (MW)

ANNEX 9: INSURANCES

Explanation Note: *This Annex will be completed with the insurance information provided by the User and TSP.*

1.1. Insurance by TSP**1.2. Insurance by the “User”****ANNEX 10: COORDINATION CENTRE (FOR DISTRIBUTION COMPANIES)**

If the “User” is a Distribution Company that does not have its own control centre, the “User” shall agree with the System Operator the conditions the remote operation of the Connection Point, indicating which will be the “User” coordination centre for the purposes of centralising the instructions and communications from and with the System Operation Licensee.

[Description of control agreement with the System Operator

Identification of Coordination Centre]