**Grid connection agreement for connection with limited grid access**

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| --- | --- |
| Facility: |  |
| Total power:  |  |

Hereinafter referred to as the ’demand facility’

**between**

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| --- |
| **Facility owner** |
| Name: |
| Address: |
| CVR/CPR no.: |

Hereinafter referred to as the ‘Facility Owner’

**and**

|  |
| --- |
| **Distribution System Operator**  |
| Name: |
| Address: |
| CVR no.: |

Hereinafter referred to as the ‘DSO’

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Definitions

|  |  |
| --- | --- |
| **Settlement meter**  | Meter used to measure electrical energy for settlement purposes. For the purposes of this Agreement, the term ‘settlement meter’ also includes supplementary meters.  |
| **Public electricity supply grid** | Transmission and distribution grids operated on publicly regulated conditions with the purpose of transporting electricity between suppliers and consumers of electricity.   |
| **Ownership boundary** | The point in the electricity grid where ownership of the physical components passes from one contracting party to another. |
| **Point of connection (POC)** | The physical point in the grid where the cable connection which connects a demand facility to the public electricity supply grid is electrically connected to another electrical component. The point of connection is usually the fuse of a mast, wiring cabinet or transformer substation. The fuses themselves are part of the distribution grid.  |
| **Point of common coupling (PCC)** | The point in the public electricity supply grid where other customers are or can be connected. Electrically speaking, the point of common coupling and the point of connection may coincide. The point of common coupling (PCC) is always the point furthest along the public electricity supply grid, i.e. furthest away from the facility.   |
| **Point of communication (PCOM)** | The point at which information is shared between the demand facility and other players. The information being shared includes signals, measurements, statuses, set points and commands. |
| **Technical requirements** | The combined technical requirements for demand connection, including requirements laid down by the TSO and the relevant DSO.  |
| **Connection provisions** | Provisions on connection to and use of the distribution grid, including appendices. |

About the grid connection agreement

**Version: 2.0**

The change log describes changes made to the agreement, making it possible to follow the agreement history.

|  |
| --- |
| **Change log** |
| **Version** | **Description** | **Date** |
| 1.0 | First version notified to the Danish Utility Regulator | 16-08-2019 |
| 2.0 | Grid access is regulated downwards on a pro rata basis | 01-12-2019 |
|  |  |  |
|  |  |  |

This grid connection agreement (hereinafter referred to as the ‘Agreement’) between the Facility Owner and the DSO describes the conditions for the establishment of demand facilities as well as access to the public electricity grid. The Agreement has been drawn up within the framework of the Danish Electricity Supply Act, the Danish Electricity Security Act and COMMISSION REGULATION (EU) 2016/1388 of 17 August 2016 establishing a network code on demand connection. Provisions of the Agreement which do not directly result from legislation, regulations and other terms and conditions have been sent to the Danish Utility Regulator pursuant to section 73b of the Danish Electricity Supply Act.

The Agreement has been drawn up in order to provide the Facility Owner with a comprehensive overview of the rules and conditions applicable to the grid connection in order to facilitate the grid connection process. As a result, the Agreement contains provisions explaining existing legislation, regulations etc. These provisions are to be regarded as indicative, as applicable rules and regulations take precedence over this Agreement.

In addition to the indicative provisions, the Agreement contains the additional terms and conditions of the DSO for demand facilities with limited grid access as well as voluntary or statutory agreements concluded between the parties to the Agreement which are necessary for the grid connection.

The individual provisions of the Agreement are categorised according to whether they are indicative, terms and conditions set out in the Agreement or agreements to be concluded between the parties.

|  |  |
| --- | --- |
| **Categorisation** | **Agreement provision** |
| Indicative provisions (description of legal requirements, requirements of regulations etc.) | 1.1-1.4, 2.2, 2.5, 2.7, 3.2, 3.4, 4.3-4.6,4.8-4.9, 5.1-5.2, 5.4-5.6, 6.1-6.4, 6.6, 7.1-7.7, 8.1-8.2, 10.2,  |
| Terms and conditions of the Agreement*Notified pursuant to section 73b of the Danish Electricity Supply Act* | 1.5, 2.3, 2.6, 3.3, 4.1-4.2,4.7, 4.10, 5.3, 5.7-5.13, 6.5, 8.3, 9.1, 9.3-9.4, 9.6-9.10, 10.1, 10.3-10.6, 11.1-11.4, 12.1-12.2, 13.1 |
| Agreements between the Facility Owner and the DSO | 2.1, 2.4, 3.1, 9.2  |

# Purpose and scope of the Agreement

The aim of this Agreement is to describe the rules and terms and conditions applicable to grid connection of demand facilities with limited grid access. The Agreement also serves the purpose of formalizing any voluntary or statutory agreements concluded between the DSO and the Facility Owner.

The conditions for grid connection and use of the public electricity supply grid are laid down in the ‘DSO’s provisions for connection and use of the distribution grid’ (‘Connection provisions’). In addition, this Agreement also lays down specific conditions for the part of the demand facility’s power which is connected with limited grid access. In the event of a conflict between the Connection provisions and this Agreement, this Agreement takes precedence.

Invoicing of electricity is settled in accordance with the Danish Energy Supply Act in force at any time and provisions laid down pursuant to it, as well as Energinet’s regulations. The Agreement does not address the relationship between the Facility Owner and the approved balance-responsible party for consumption.

The parties are obliged to comply with the legislation and regulations in force at any time. The legislation and regulations relevant to this Agreement are set out in **Appendix 7**. Applicable legislation and regulations always take precedence over the provisions of this Agreement.

In case of discrepancies between provisions specified as ‘Terms and conditions set out in the Agreement’ and the DSO’s other terms and conditions, provisions specified in this Agreement always take precedence.

# Establishment of the demand facility

Prior to the establishment of the facility, the Facility Owner must complete and submit **Appendix 1** of this Agreement to the DSO.

The Facility Owner is responsible for making sure that the demand facility complies with the technical rules and requirements in force at any time. The rules, regulations and requirements in force on the date of conclusion of the Agreement are listed in **Appendix 7**.

The start-up of engineering works and connection of the facility by the DSO under this Agreement is subject to the signing of this Agreement by both the Facility Owner and the DSO. If this is not done within 30 days of submission of the Agreement by the DSO, the Agreement must be renegotiated.

The DSO is responsible for ensuring that the point of connection (POC), point of common coupling (PCC), point of communication (PCOM) and ownership boundary of the demand facility are established in accordance with applicable regulations and indicated on the layout drawing and single-line representation in **Appendix 3**.

The technical data for the grid connection, including control and monitoring equipment, is specified in **Appendix 3**.

The Facility Owner bears all direct grid connection costs, including administrative and design costs as well as costs relating to the establishment of control systems, communication channels, meters and online measurements. This also includes any online measurements in the DSO’s facilities which are necessary for the facility’s grid connection and/or the provision of regulating reserves to the TSO, Energinet. The costs payable by the Facility Owner are specified by the DSO in **Appendix 2**.

The Facility Owner pays the normal connection fee for the part of the facility’s power which is connected with normal grid access. The connection fee is specified in **Appendix 2**.

#  Special requirements for the grid connection

Special requirements for the demand connection and operation agreed between the parties must be specified in **Appendix 4.**

If the demand facility deviates from the technical requirements, the Facility Owner may seek an exemption from specific requirements from the DSO, see **Appendix 4**.

In special cases, the DSO may grant an exemption from the technical requirements in accordance with criteria established by the Danish Utility Regulator pursuant to NC DCC.

The DSO is obliged to submit a request to the Danish Utility Regulator for approval when required.

#  Grid connection and verification

The DSO indicates the point of connection and determines the voltage level on the basis of objective criteria.

The Facility Owner must inform the DSO if the Facility Owner wants to provide ancillary services.

The Facility Owner must inform the DSO of the demand facility’s nameplate data, which the DSO then passes on and maintains according to the applicable rules in force at any time.

A signed agreement on the connection of electrical installations must be concluded between the person responsible for operations at the DSO and the person responsible for operations at the demand facility prior to energisation of the facility.

**Final operational notification (FON)**

Prior to issuing the final operational notification for the demand facility, the Facility Owner must provide technical documentation and conformity tests as per the DSO’s technical requirements. The results must be attached to **Appendix 5** of the Agreement.

The DSO must issue the final operational notification once it has approved the results. The final operational notification must be attached to **Appendix 6** of the Agreement.

If the DSO does not receive the results of conformity tests within 30 days of connection of the facility, the DSO is entitled to demand that the demand facility be disconnected.

If the DSO finds that the demand facility does not comply with the applicable requirements based on the technical documentation and the results of conformity tests, a plan must be drawn up for the rectification of the outstanding issues identified.

If the demand facility does not meet a requirement in the DSO’s technical requirements, an exemption may be sought, see **clause 3.2**. Approved exemptions must be inserted in **Appendix 4**.

If the Facility Owner is not granted an exemption from a technical requirement as per **clause 4.9**, the DSO is entitled to demand that the demand facility be disconnected until compliance with the technical requirements has been restored.

# Operation of the demand facility

**Rights and obligations of the Facility Owner**

The Facility Owner operates and maintains the demand facility and bears all the costs thereof.

The operation of the demand facility must comply with applicable rules and regulations of the TSO as well as the DSO’s guidelines on the operation of demand facilities.

If limits are imposed on the demand facility by agreement with the DSO, the demand facility may not increase power consumption from the public electricity grid until it has been agreed with the DSO.

If limits are automatically imposed on the demand facility due to faults in the public electricity supply grid, the demand facility may not increase power consumption until the voltage and frequency have remained stable over a period of time as described in the DSO’s technical requirements.

The Facility Owner must provide the DSO with any information which may be necessary for reporting to public authorities, for system operations and for the TSO.

If the characteristics of the facility change substantially, the Facility Owner must immediately inform the DSO of the changes.

**Rights and obligations of the DSO**

If the DSO finds that there is insufficient capacity in the public electricity supply grid, the DSO may demand that the part of the facility which is connected with limited grid access (see **Appendix 1**) limits consumption from the public electricity supply grid. The limitation can be either temporary or permanent and may be implemented for whatever reason if the DSO deems it necessary for operational reasons. The limitation may, for example, be caused by unforeseen events, operational improvements, a need for spare capacity for other customers or maintenance of the public electricity grid.

If multiple customers are connected with limited grid access within the same geographical area and the DSO is able to technically resolve a situation by limiting several different customers, the affected customers will be limited proportionately, i.e. by the same percentage in relation to the power of the facility which is connected with limited grid access.

No prior notice of any limitations of the facility caused by faults or other emergency maintenance or rerouting of the grid will be given by the DSO. Major changes such as the connection of new large consumers, increase in power consumption by existing consumers or planned maintenance of the public electricity supply grid leading to changes in the limited grid access are subject to one month’s prior notice by the DSO.

It must be possible to monitor and implement the limitation of grid access from the DSO’s control room. For the part of the facility’s power which is connected with normal grid access, access to the grid is regulated by the DSO’s connection provisions.

The part of the facility’s power which is connected with limited grid access must be reconnected without undue delay when there is spare capacity in the grid.

The owner of the facility bears the full financial responsibility for limitations to grid access, regardless of the reason for the limitation. The DSO is not liable for operating losses or other direct or indirect losses incurred by the Facility Owner as a result of the facility’s lack of access to the public electricity grid.

The start-up and operation of the demand facility must not cause unacceptable disturbances to other customers in accordance with the DSO’s connection provisions.

# Electricity meter etc.

The electricity consumption of the demand facility must be measured in accordance with applicable rules and regulations for measurements for settlement and system operation purposes.

Settlement meters are purchased and installed by the DSO. The measurement principle for settlement and system operation is described in the TSO’s set of rules and the DSO’s guidelines. The cost of purchasing and installing settlement meters and instrument transformers are distributed according to applicable legislation and officially approved methods.

The DSO owns and maintains the settlement meters. Documented operating and maintenance costs are invoiced to the Facility Owner in accordance with applicable legislation and officially approved methods.

The Facility Owner owns and maintains the meter installation as well as associated wiring connections and instrument transformers for the settlement metering.

Settlement meter metering points must be indicated on the single-line representation in **Appendix 3**.

Metering equipment for operations measurements (online measurements) must be established in accordance with the rules in force at any time and to the DSO’s standard. The scope of metered operating data must be agreed between the parties. The Facility Owner installs the transducers and makes measurement values available in the point of communication. The Facility Owner establishes auxiliary voltage and provides suitable space for the equipment.

#  Monitoring compliance with technical requirements

**Rights and obligations of the Facility Owner**

The Facility Owner is obliged to ensure that the facility meets the technical requirements throughout the facility’s lifetime.

The Facility Owner is obliged to inform the DSO of any planned modifications to the demand facility which may affect the facility’s ability to comply with the technical requirements.

The Facility Owner must inform the DSO well in advance of planned test programmes.

**Rights and obligations of the DSO**

The DSO is entitled demand conformity tests and simulations of the demand facility throughout the facility’s lifetime, either according to a regular schedule, after faults or after significant modifications to the facility.

The DSO must inform the Facility Owner which information and documents must be submitted for such a test.

The DSO must specify the division of responsibilities in connection with conformity tests, simulation and monitoring.

The DSO is entitled to delegate compliance monitoring tasks to third parties.

# Recurring payments

The use of the public electricity supply grid is subject to a charge by the DSO. The prices charged by the DSO are fixed in accordance with the Danish Electricity Supply Act in force at any time and the rules laid down pursuant to it. The pricing method has been approved by the Danish Utility Regulator and prices have been submitted to the Danish Utility Regulator.

The Facility Owner must make arrangements with a balance-responsible party for consumption in accordance with the TSO’s regulations.

Recurring payments applicable specifically to this Agreement are set out in **Appendix 2**. The DSO collects the recurring payments from the Facility Owner or its electricity supplier. However, these payments may be changed in accordance with the legislation in force at any time.

# Duration, termination and renegotiation of the Agreement

The Agreement enters into force when signed by the parties and remains valid throughout the facility’s lifetime. The Agreement may be terminated by the Facility Owner with one month’s notice to expire on the first of a month. Upon termination of the Agreement, the contracted power supply to the demand facility will lapse.

All communications from the DSO concerning amendment, termination of the Agreement (see **clause 10**) or notice thereof must be sent simultaneously to the Facility Owner and a third party, if one is specified in **Appendix 1**.

Both parties are entitled to demand renegotiation of this Agreement in the event of significant changes to the conditions of the Agreement.

The application for renegotiation must be made in writing, specifying which assumptions are considered to have changed significantly and the conditions to be renegotiated.

The renegotiated Agreement enters into force by mutual agreement.

Should the legislation, including EU regulation, be amended in such a way that a provision of this Agreement would be contrary to it, each party is entitled to renegotiate the Agreement in order to align the provision with the legislation.

If national or EU legislation is amended in such a way so as to alter the commercial market conditions for supplies covered by this Agreement, each party is entitled to renegotiate the Agreement in order to align the terms of this Agreement with the altered market conditions.

The Agreement must be renegotiated if required by public authorities.

If a party is entitled to renegotiate the Agreement under the above provisions, but the renegotiation does not lead to agreement between the parties, each party is entitled to demand that the dispute be settled in accordance with **clause** **12** .

If the demand facility has not consumed electricity for a full year, this Agreement may be terminated immediately in order for new agreement adapted to the new circumstances to be concluded.

#  Breach and interruption of the electrical connection

In the event of material breach by a party, the other party must be entitled to terminate the Agreement if the breach can be rectified and deficiencies have not been remedied within 30 working days of having been requested in writing to do so.

If one of the parties files for bankruptcy or opens restructuring proceedings, the other party is entitled to terminate this Agreement without notice.

The party in breach of the Agreement is obliged to compensate the other party for any losses suffered as a result of the breach. However, neither party is liable for operating losses, loss of profit or other indirect losses, unless the breach was intentional or the result of gross negligence.

If the demand facility fails to fulfil the operational obligations referred to in **clause 5** of the Agreement, the DSO is entitled to disconnect the electrical connection to the demand facility, after prior notice to the Facility Owner, until the facility is compliant. If the operation of the demand facility endangers personal safety, security of supply and/or system security, the DSO is entitled to disconnect the electrical connection immediately.

Significant modifications to the demand facility affecting the characteristics referred to in **Appendix 3** and **Appendix 6** must be notified in writing to the DSO. If the modifications have impaired the characteristics affecting personal safety, security of supply and/or system security, the DSO is entitled to disconnect the electrical connection to the demand facility immediately until the facility is compliant.

If the demand facility experiences a breakdown that is so severe that the Facility Owner decides not to rebuild the facility, the Agreement terminates from the date of the breakdown.

#  Other conditions

If the DSO ceases its operations, for example due to a merger with another DSO, this Agreement will remain in force with the continuing company as a party to the Agreement.

The Agreement follows the demand facility and thus the legal owner of the facility at all times.

If the Facility Owner ceases its operations, for example as a result of a merger with another company, this Agreement will remain in force with the continuing company as a party to the Agreement.

A change of debtor is accepted pursuant to **clauses** **11.1** and **11.3** in connection with, for example, a merger, and this does not constitute breach or a change warranting renegotiation of the Agreement.

#  Disputes

Complaints about the terms and conditions set out in this Agreement can be addressed to the Danish Utility Regulator.

Any dispute between the parties is settled by the courts of general jurisdiction. Disputes must be settled in accordance with Danish law.

#  Copies

This Agreement is drawn up in two identical and signed copies, one for each of the signatories.

Parties’ signature

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  |  |  |
| *Facility Owner* |  | *DSO* |