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TRANSMISSION CONNECTION AGREEMENT

PHASE 1 PROJECTS

EirGrid plc

and

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THIS AGREEMENT is made on _____

BETWEEN:

- (1) **EirGrid plc**, a statutory corporation registered in the Republic of Ireland with registered address at The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4 and with company registration number 338522 (hereinafter called the “**Company**”); and
- (2) [**Name of company**], a company registered in [country] with registered address at [company registered address] and with company registration number [company registration number] (hereinafter called the “**Customer**”),

each a “**Party**” and together the “**Parties**”.

WHEREAS:

- (A) The Customer has applied to the Company for Connection and use of the Transmission System to transport electricity to and/or from the Facility through the Transmission System.
- (B) The Company has agreed to the Connection at the Connection Point and to the Customer using the Transmission System to transport electricity to and/or from the Facility through the Transmission System.
- (C) The Parties make this Transmission Connection Agreement being in the form applicable to Phase 1 Projects (“**Transmission Connection Agreement**”) to record the terms and conditions upon which (amongst other matters) the Parties will carry out their respective Connection Works, the Customer will pay the Charges to the Company, the Customer will satisfy its obligations in respect of the Security, and Energisation will be achieved.

IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATIONS

1.1 General Conditions

The Parties agree that the latest version of the General Conditions of Connection applicable to Phase 1 Projects, as may be amended, modified, updated, replaced or supplemented from time to time, in each case with the approval of the CRU (the “**General Conditions**”) are incorporated into this Transmission Connection Agreement.

If the terms of the General Conditions are amended, modified, updated, replaced or supplemented from time to time, the Company shall provide written notice to the Customer and the terms (as amended) shall be incorporated into this Transmission Connection Agreement on the date specified on such written notice.

1.2 Offer Letter

The Parties agree that the Offer Letter is incorporated into this Transmission Connection Agreement.

The Customer acknowledges that any references in the Offer Letter to the Transmission Connection Agreement shall be deemed to be to the Transmission Connection Agreement as amended, modified, updated or supplemented by the General Conditions.

1.3 Inconsistencies

If there is an inconsistency between any of the provisions of the Network Codes and the provisions of the Grid Code, the provisions of the Network Codes shall prevail.

Thereafter, in the event of inconsistency between the provisions of this Transmission Connection Agreement and electric utility industry codes or inconsistencies within this Transmission Connection Agreement itself, the following order of precedence shall prevail:

- (a) the Grid Code;
- (b) the Offer Letter;
- (c) this Transmission Connection Agreement including the General Conditions but excluding the Offer Letter;
- (d) the Metering Code;
- (e) the Capacity Market Code;
- (f) the Trading and Settlement Code;
- (g) the NEMO Rules;
- (h) the TUoS Conditions; and
- (i) the Specifications.

1.4 Definitions and Interpretation

In this Transmission Connection Agreement, unless expressly provided to the contrary, words and expressions shall have the same meanings as are assigned to them in the General Conditions.

The rules of interpretation set out in the General Conditions shall be the rules of interpretation in respect of this Transmission Connection Agreement.

1.5 Network Codes

The Customer acknowledges and accepts that, in accordance with the Network Codes, the Company may from time to time be required to update provisions of the General Conditions or this Transmission Connection Agreement.

1.6 Phase 1 Projects

This Transmission Connection Agreement shall only be applicable in respect of Phase 1 Projects.

2 CONDITIONS PRECEDENT

2.1 Offer Letter

Any Conditions Precedent expressly provided for in the Offer Letter shall be a Condition Precedent to this Transmission Connection Agreement.

The Offer Letter may, at the Company's discretion, provide for the Conditions Precedent included in this Clause 2 (*Conditions Precedent*) to be varied, amended, disapplied or otherwise modified in accordance with the provisions in the Offer Letter and Clause 6.2 (*Changes to the Offer Letter*); provided that, except where required by law or at the direction of a Competent Authority, the Company shall not vary, amend or modify a Condition Precedent after such Condition Precedent has been satisfied or waived by the Company.

2.2 Conditions Precedent to Offer Acceptance

This Transmission Connection Agreement and the commencement of the Company's obligations under this Transmission Connection Agreement are conditional upon each of the following conditions having been (a) fulfilled by the Customer in a manner or form satisfactory to the Company (acting reasonably) or (b) waived by the Company, in each case on or before the Offer Acceptance Deadline (as defined in the Offer Letter):-

- 2.2.1 the Company has received a copy of this Transmission Connection Agreement, duly executed by the Customer;
- 2.2.2 the Company has received a copy of the Interface Undertaking (TAO), duly executed by the Customer;
- 2.2.3 the Company has received a copy of the Interface Undertaking (DSO), duly executed by the Customer;
- 2.2.4 the Company has received payment of any Charges, or other monies, payable by the Customer on acceptance of the Offer, more particularly set out in the Offer Letter;
- 2.2.5 if applicable, the Company has received any Security required to be procured by the Customer on acceptance of the Offer, more particularly set out in the Offer Letter;
- 2.2.6 the Company has received a certified copy of the Planning Consent(s);
- 2.2.7 the Company has received a certified copy of the Maritime Area Consent in respect of the Consent Area (as defined in the Maritime Area Consent) in which the Facility and the Site-Related Connection Equipment (TSO Contested) are to be located; and
- 2.2.8 any additional Conditions Precedent to Offer Acceptance as may be set out in the Offer Letter have been satisfied by the Customer or waived by the Company.

2.3 Conditions Precedent to Carrying out the Works

The provisions of this Transmission Connection Agreement which refer to the carrying out of the Works are conditional upon each of the following conditions having been (a) fulfilled by the Customer in a manner or form satisfactory to the Company (acting reasonably) or (b) waived by the Company:-

- 2.3.1 the Consents Issue Date has occurred;
- 2.3.2 all of the Conditions Precedent to Offer Acceptance have been satisfied or waived;
- 2.3.3 in respect of the Customer's Connection Works (if any), the Company has received a copy of the Site Responsibility Schedule signed by the Customer;
- 2.3.4 in respect of the Customer's Connection Works (if any), the Company has received, as part of the Consents Issue Date occurring, a certified copy of:
 - (a) all Consents required to be obtained by the Customer pursuant to Section 48 and Section 49 of the Act (if any); and
 - (b) all statutory notices (if any) pursuant to Section 53 of the Electricity (Supply) Act 1927;
- 2.3.5 the Customer has fulfilled its obligations under Clause 8 (*Insurances*) of this Transmission Connection Agreement in a form satisfactory to the Company; and
- 2.3.6 the Customer has complied with any other obligations which are required to be satisfied prior to the carrying out of the Works, as set out in the Offer Letter.

The Parties agree that the Condition Precedent detailed in Clause 2.3.1 above is waived insofar as is necessary to enable the Customer to exercise its rights under Clause 21.9 (*Termination Due to lack of Consents (excluding Operational Consents)*) of the General Conditions.

2.4 Conditions Precedent to the Implementation of the Commissioning Instructions

The implementation of the Commissioning Instructions is conditional upon each of the following conditions having been (a) fulfilled by the Customer in a manner or form satisfactory to the Company (acting reasonably) or (b) waived by the Company:-

- 2.4.1 all of the Conditions Precedent to Carrying out the Works have been satisfied or waived;
- 2.4.2 the Connection Works have been completed;
- 2.4.3 the Customer has complied with any obligations which are required to be satisfied prior to implementation of the Commissioning Instructions as set out in the Offer Letter;
- 2.4.4 the Customer has complied with its obligations under the Grid Code which must be met prior to implementation of the Commissioning Instructions;
- 2.4.5 the Customer has complied with its obligations under Clause 10.3.2; and
- 2.4.6 the conditions specified in respect of implementation of Commissioning Instructions as set out in Appendix 1A (*Construction, Commissioning and Connection – Non-Contestable*), Appendix 1B (*Construction, Commissioning and Connection – TAO Contested*) or Appendix 1C (*Construction, Commissioning and Connection – TSO Contested*) (as applicable) of the General Conditions have been met.

2.5 Conditions Precedent to Connection

The Customer shall not have the right under this Transmission Connection Agreement to proceed with Connection until each of the following conditions having been (a) fulfilled by the Customer in a manner or form satisfactory to the Company (acting reasonably) or (b) waived by the Company:-

- 2.5.1 the Customer has paid any outstanding Charges or other monies due to the Company;
- 2.5.2 the Customer has fulfilled its obligations under Clause 8 (*Insurances*) of this Transmission Connection Agreement in a form satisfactory to the Company;
- 2.5.3 the Customer has fulfilled its obligations under Clause 9 (*Security*) of this Transmission Connection Agreement in a form satisfactory to the Company;
- 2.5.4 the Customer has a current and enforceable agreement in place with a licensed supplier for the supply of electricity to the Facility;
- 2.5.5 the Customer has complied with any other obligations which are required to be satisfied prior to Connection, as set out in the Offer Letter;
- 2.5.6 all of the Conditions Precedent to the Implementation of the Commissioning Instructions have been satisfied or waived; and
- 2.5.7 the completion, to the Company's satisfaction, of the implementation of the Commissioning Instructions in respect of all elements of the Customer's Equipment (to which the Commissioning Instruction are applicable, as determined by the Company) has occurred.

2.6 Confirmation

- 2.6.1 The Conditions Precedent specified in this Clause 2 (*Conditions Precedent*) have been inserted for the exclusive benefit of the Company.
- 2.6.2 When the Conditions Precedent specified in this Clause 2 (*Conditions Precedent*) have been either satisfied by the Customer or waived by the Company, the Company shall as soon as reasonably practicable notify the Customer in writing that they have been so satisfied or waived (as applicable).
- 2.6.3 The Company shall execute this Transmission Connection Agreement as soon as reasonably practicable following the date on which all of the Conditions Precedent to Offer Acceptance, set out in the Offer Letter and Clause 2.2 (*Conditions Precedent to Offer Acceptance*) above, have been satisfied or waived (as applicable).

3 TERM AND TERMINATION

The term and termination provisions as set out in Clause 21 (*Term and Termination of the Transmission Connection Agreement*) of the General Conditions in respect of Transmission Connection Agreement shall apply to this Transmission Connection Agreement.

4 AGREEMENT TO CONNECT AND USE

4.1 Agreement to Connect and Use

The Company agrees, provided that all of the Conditions Precedent have either been satisfied or waived in accordance with Clause 2.6 (*Confirmation*), to:

- 4.1.1 Connection at the Connection Point; and
- 4.1.2 the Company's Connection Equipment and the Customer's Equipment remaining Energised; and
- 4.1.3 the Customer, being provided with use of the Transmission System for the purposes of transporting electricity to and/or from the Facility through the Transmission System,

in each case from the Connection Date for the duration of the Term subject to and in accordance with the terms and conditions set out in this Transmission Connection Agreement and subject to transmission constraints from time to time.

4.2 Capacity Limit

- 4.2.1 The Customer shall not take electricity through the Connection Point exceeding the MIC or transmit electricity through the Connection Point exceeding the MEC without the consent of the Company.
- 4.2.2 If the MIC or the MEC is exceeded without the Company's consent, the Company may give notice to the Customer setting out details and requesting the Customer to remedy the situation within ten (10) Business Days of receipt of the notice, failing which the Company reserves the right to De-Energise and shall not re-Energise until such time as the Customer satisfies the Company that the MIC or the MEC (as applicable) will not be exceeded when the connection is renewed or arrangements have been made for an alteration or modification of this Transmission Connection Agreement.

4.3 Company's Obligation to Maintain and Operate the Transmission System

The Company shall maintain and operate the Transmission System in accordance with the Grid Code and otherwise to a standard equal to Prudent Electricity Utility Practice.

4.4 Customer's Obligation to Maintain and Operate the Customer's Equipment and Premises

The Customer shall maintain and operate the Customer's Equipment and Customer's Premises in accordance with the Grid Code and otherwise to a standard equal to Prudent Electricity Utility Practice.

4.5 Continuity of Connection

4.5.1 No liability for loss of continuity

The Company shall, subject to the requirements of this Transmission Connection Agreement and Prudent Electricity Utility Practice, maintain a continuous connection of electrical energy and if by reason of any cause whatsoever the Company shall fail to do so the Company shall restore the connection with all reasonable speed but the Company shall not be under

any liability whatsoever for loss or damage arising from such failure to maintain a continuous connection.

4.5.2 Failure of continuity

If there is a failure in the continuity of connection, the Company shall endeavour as soon as practicable to notify the Customer of the reason for the breakdown and of the estimated time for restoration of the connection and shall endeavour to keep the Customer informed about the progress of the work of restoring the connection but the Company shall not be liable if due to circumstances beyond its reasonable control it is unable to do so.

4.6 Power Quality

If requested by the Customer the Company will work together with the Customer and will provide information on power quality matters to the Customer from time to time. The Parties shall each treat any and all information and data disclosed to it in connection to power quality matters pursuant to this Clause 4.6 (*Power Quality*) as Confidential Information.

4.7 Incorporation of TUoS Conditions

Each Party agrees and acknowledges that the TUoS Conditions are incorporated into this Transmission Connection Agreement and shall govern the Customer's rights and obligations in respect of the Transmission Use of System.

All references in the TUoS Conditions to "Use of System Agreement" shall be deemed to be references to this Transmission Connection Agreement and all references in the TUoS Conditions to "User" and "Generation User" shall be deemed to be references to the Customer.

5 TRANSMISSION USE OF SYSTEM & PAYMENT, CHARGES AND COSTS

5.1 Agreement to Pay Charges and Additional Costs

The Customer agrees to pay the Charges and additional costs arising in accordance with the terms and subject to the conditions set out in this Clause 5 (*Transmission Use of System & Payment, Charges and Costs*) and more specifically in the Offer Letter, the General Conditions and the TUoS Conditions.

5.2 Charges related to Transmission Use of System

The applicability of TUoS Charges (and the Customer's obligations with respect of the payment of TUoS Charges) shall be in accordance with the General Conditions, TUoS Conditions and the Offer Letter.

5.3 Charges and Costs in accordance with CRU Policy

The Customer acknowledges that the Company has quoted Charges and costs in respect of the Connection Works in accordance with its policies as have, to the extent required, been approved by the CRU and based on the Assumptions.

5.4 Variation in Consents Costs

Any costs and/or expenses reasonably incurred by the Company and not provided for in the Connection Charge and arising from or in connection with:

- 5.4.1 the Company obtaining and endeavouring to obtain the Company's Consents;
- 5.4.2 the Company meeting any conditions attached to Consents obtained for the Company or for the Customer;
- 5.4.3 changes in the Connection Charge arising from a failure to achieve CID by the Scheduled Consents Issue Date; or
- 5.4.4 a change otherwise arising under the Offer Letter,

shall (for the avoidance of doubt) be to the account of the Customer (in addition to the Connection Charge) who shall, on receipt of the Company's invoice in respect of such costs and/or expenses, pay to the Company the amount of the invoice in accordance with the payment provisions contained in the General Conditions (and, for the avoidance of doubt, regardless of whether the Connection Works are or can be completed and/or whether Energisation has occurred or can occur). The Company (acting in accordance with Prudent Electricity Utility Practice) shall incur only such costs and/or expenses as are reasonably necessary in the circumstances.

5.5 OG-TUoS Charges

OG-TUoS Charges will apply in accordance with Clause 7.10 (*Applicability of OG-TUoS Charges*) of the General Conditions and relevant CRU policy¹ (as may be amended from time to time).

6 OFFER LETTER

6.1 Offer Letter

The Customer agrees that the Offer Letter forms an integral part of this Transmission Connection Agreement.

6.2 Changes to the Offer Letter

6.2.1 Company's Right to Change the Offer Letter

The Company hereby reserves the right to change the Offer Letter, in accordance with the provisions of this Clause 6.2 (*Changes to the Offer Letter*), if the Company reasonably determines that:-

- (a) a Breach of Assumption has occurred or is likely to occur;
- (b) any Consent required is not obtainable;
- (c) changes in the Connection Charge have arisen from (i) a failure to achieve Consents by the Scheduled Consents Issue Date and / or (ii) a material amendment by the Customer to the Key Parameters;
- (d) changes in the Charges and / or Security have arisen;
- (e) changes are required as a result of a direction by the CRU;

¹ For example, CRU Decision, CRU/2023/09 and CRU Supplementary Decision, CRU/2023/13 in relation to the Offshore Grid Connection Asset Treatment.

- (f) changes are required in order for the Company to be able to fulfil its obligations as TSO;
- (g) if such change were not to be made, it could pose a (i) material risk to Ireland's security of electricity supply and / or (ii) material health and safety risk;
- (h) a failure of an Operational Consent occurs;
- (i) changes to the anticipated network development have transpired; or
- (j) a Force Majeure Event has occurred,
(each an "**Offer Letter Change Event**").

Any change to an Offer Letter may result in additional charges which will be payable by the Customer and may require changes to programmes in accordance with the terms of this Transmission Connection Agreement.

6.2.2 Revised Offer Letter Proposal

If the Company determines that an Offer Letter Change Event has occurred then without prejudice to the rights under Clause 5.4 (*Variation in Consents Costs*) of this Transmission Connection Agreement:

- (a) the Parties shall meet within fifteen (15) Business Days to discuss alternative options available and the costs and expenses thereof; and
- (b) save where the provisions of Clause 5.4 (*Variation in Consents Costs*) of this Transmission Connection Agreement apply, the Company shall (having given consideration to the discussions referred to in Clause 6.2.2(a)) prepare and submit to the Customer a revised Offer Letter containing an alternative proposal which is not, in the opinion of the Company (acting reasonably), likely to have adverse long term technical implications, whereby the Company will incur difficulties in operating the Transmission System and in performing its function in relation thereto, such revised Offer Letter to include the Company's assessment of revised:
 - (i) Charges;
 - (ii) Security;
 - (iii) Connection Works Completion Period; and
 - (iv) Commissioning Tests Completion Period,which would apply to the alternative proposal.

For the avoidance of doubt, the previous Offer Letter will remain valid until (i) a revised Offer Letter is accepted under Clause 6.2.3, (ii) the Transmission Connection Agreement is terminated under Clause 6.2.5, or (iii) such time as the Expert may determine under Clause 6.2.6.

6.2.3 Customer Accepts the Revised Offer Letter

If the Customer notifies the Company within fifteen (15) Business Days of receiving the Company's proposal under Clause 6.2.2 that it is agreeable to the proposal, then the Offer Letter shall be deemed to be replaced with the

revised Offer Letter, the details in Schedule 2 (*Site Specific Details*) shall (to the extent necessary) be deemed to be amended in accordance with that revised Offer Letter and the provisions of this Clause 6 (*Offer Letter*) shall apply *mutatis mutandis* to such alternative proposal.

6.2.4 Customer Rejects the Revised Offer Letter

If the Customer notifies the Company within fifteen (15) Business Days of receiving the Company's proposal under Clause 6.2.2 that it is dissatisfied with the proposal then the Parties shall meet and endeavour to resolve the matter within a further ten (10) Business Days of the Customer notification of dissatisfaction so that a further Offer Letter may be revised and issued.

Where the Parties fail to agree a proposal within the said further ten (10) Business Day period, the Company acting reasonably, shall issue a revised Offer Letter, being in its opinion the best available alternative proposal for the Customer, taking due account of the circumstances encountered. The Customer shall have a further ten (10) Business Days from receipt of the Company's revised Offer Letter proposal to accept this final proposal. This time period may be extended by mutual agreement of the Parties.

6.2.5 Rejection of Final Proposal

- (a) If the Customer does not notify the Company in writing that it is satisfied to accept the final proposal without qualification within the allotted period then, except as provided for in Clause 6.2.5(b):-
 - (i) the Offer Letter proposal shall be deemed to have lapsed; and
 - (ii) without prejudice to any other rights or remedies of the Company, or obligations of the Customer, the Company shall be entitled to (i) payment of the MEC Bond Amount or the Specified Amount (as applicable) and (ii) to terminate this Transmission Connection Agreement and/or to withdraw the existing Offer Letter (in which case Clauses 21.4 (*Payments on Termination*); 21.5 (*Alternative Use/Disposal*); 21.6 (*Notice of De-Energisation and Disconnection*) and 21.7 (*Survival*) of the General Conditions will apply).
- (b) Where the Offer Letter Change Event is a failure of an Operational Consent, if the Customer does not notify the Company in writing that it is satisfied to accept the final proposal without qualification within the allotted period then:-
 - (i) the Company shall be entitled to payment of the MEC Bond Amount or the Specified Amount (as applicable); and
 - (ii) either Party shall be entitled to terminate this Transmission Connection Agreement in accordance with Clause 21.10 (*Termination Due to lack of Operational Consents*) of the General Conditions on written notice to the other Party (in which case Clauses 21.4 (*Payments on Termination*); 21.5 (*Alternative Use/Disposal*); 21.6 (*Notice of De-*

Energisation and Disconnection) and 21.7 (*Survival*) of the General Conditions will apply). Upon such termination, the Offer Letter proposal shall be deemed to have lapsed.

6.2.6 Disputes in relation to the Revised Offer Letter

Any dispute in connection with this Clause 6.2 (*Changes to the Offer Letter*) shall be determined by the Expert in accordance with the Dispute Resolution Procedure at Clause 13 (*Dispute Resolution Procedure*) of the General Conditions.

In the event of a dispute in connection with this Clause 6.2 (*Changes to the Offer Letter*), the Company's rights to enforce Clause (a) or (b) (as applicable) shall not arise until the Expert has made its determination in the matter in accordance with Clause 13.6 (*Referral to the Expert*) of the General Conditions.

6.2.7 Notification by Customer of Offer Letter Change Event

The Customer shall be entitled to notify the Company if, in its opinion, any of the circumstances set out in Clause 6.2.1 has or is likely to occur.

The Company shall be obliged to consider any such notification in making a determination for the purposes of Clause 6.2.1.

7 ACTIONS FOLLOWING EXECUTION OF THIS TRANSMISSION CONNECTION AGREEMENT

Following execution of this Transmission Connection Agreement by both Parties, the Parties will:-

- (a) proceed as soon as reasonably practicable with their respective construction works programmes and respective applications for Consents (including Operational Consents) to the extent not already procured on or before the Transmission Connection Agreement Effective Date; and
- (b) meet within thirty (30) days of execution of this Transmission Connection Agreement to discuss the appointment of the Independent Engineer.

8 INSURANCES

The Customer shall provide insurance coverage in accordance with Clause 25 (*Insurances, Handover and Energisation Under the Transmission Connection Agreement*) and Appendix 4 (*Insurance*) of the General Conditions.

9 SECURITY

The Customer shall provide Security in the Company's prescribed form in accordance with the Offer Letter and the General Conditions where applicable.

10 PROTECTION AND METERING

10.1 Protection Relays

The Customer shall at its own cost and expense provide and install in accordance with the Construction Programme and this Clause 10 (*Protection and Metering*),

and maintain throughout the Term, the protection relays detailed in this Clause 10 (*Protection and Metering*).

10.2 Protection Commands and Signals

10.2.1 The Parties shall at the Customer's interface and in accordance with the Construction Programme provide signals from the Company's Equipment which either of the Parties require for protection purposes.

10.2.2 The Company shall provide the list of protection commands and signals to be exchanged between the Parties in accordance with the protection requirements as set out in the Specifications prepared by the Company and provided to the Customer.

10.3 Settings

10.3.1 In accordance with the Construction Programme, the Parties shall:-

- (a) each exchange back-up setting times to facilitate the co-ordination of the interface between the Company's control and protection equipment and the Facility's control and protection equipment; and
- (b) co-operate fully to implement any trip signals for their respective control and protection equipment in accordance with Prudent Electricity Utility Practice.

10.3.2 As part of the Customer's Commissioning Tests and, in any event, prior to implementation of the Commissioning Instructions, the Customer shall notify to the Company the settings which the Customer (in accordance with the Grid Code and Prudent Electricity Utility Practice) proposes to apply to the Customer's protection equipment. The Company shall within fifteen (15) Business Days of receiving the Customer's notification:-

- (a) notify the Customer that it approves the settings proposed by the Customer; or
- (b) if the Company determines that the settings proposed by the Customer are not in accordance with the Grid Code and Prudent Electricity Utility Practice, then following discussion with the Customer, notify to the Customer alternative settings (which are in accordance with the Grid Code and Prudent Electricity Utility Practice).

10.3.3 The settings approved by the Company under Clause 10.3.2(a) or notified by the Company under Clause 10.3.2(b) shall be deemed to be incorporated in Schedule 2 (*Site Specific Details*) of this Transmission Connection Agreement as the settings for the Customer's protection equipment, without any further action required by either Party.

10.3.4 The Customer shall ensure that the Customer's protection equipment complies with and continues to comply with the settings for the Customer's protection equipment as set out under Clause 10.3.3 of this Transmission Connection Agreement.

10.4 Amendments to Settings

If, at any time, after the settings for the Customer's protection equipment have been determined under this Clause 10 (*Protection and Metering*), the Customer wishes to alter those settings then the Customer may (or if the settings cease to be in accordance with the Grid Code and Prudent Electricity Utility Practice, the Customer shall forthwith) notify to the Company the new settings which the Customer (in accordance with the Grid Code and Prudent Electricity Utility Practice) proposes to apply to the Customer's protection equipment. The Company shall within fifteen (15) Business Days of receiving the Customer's notification:-

- 10.4.1 notify the Customer that it approves the settings proposed by the Customer;
or
- 10.4.2 if the Company determines that the settings proposed by the Customer are not in accordance with the Grid Code and Prudent Electricity Utility Practice, then following discussion with the Customer, notify to the Customer alternative settings (which are in accordance with the Grid Code and Prudent Electricity Utility Practice).

The settings, thus approved by the Company under Clause 10.4.1 or notified by the Company under Clause 10.4.2, shall be deemed to be incorporated in Schedule 2 (*Site Specific Details*) of this Transmission Connection Agreement as the settings for the Customer's protection equipment in place of the then existing settings and the Parties agree to insert details of the new settings into this Transmission Connection Agreement as an appendix to Schedule 2 (*Site Specific Details*) in place of the then existing supplementary appendix to Schedule 2 (*Site Specific Details*).

10.5 Auto-reclosing Facilities

The Customer hereby acknowledges that the Company may use switchgear with high speed and slow speed auto-reclosing, manual (remote or local) reclosing facilities, and that the Facility should be designed so as not to suffer damage through the operation of such facilities. The Customer agrees that the Company shall bear no liability for any damage caused by the operation of such facilities.

10.6 Metering

- 10.6.1 The Company shall provide and maintain the Metering, power supplies, protection relays, signalling, and other equipment installed by the Company (in accordance with any relevant provisions of the Grid Code and the Metering Code). The costs incurred by the Company in doing so are reflected in the Connection Charge. If the Company is compelled by any legal requirement to replace any such equipment with equipment of a different specification in order to conform with the relevant legislation, the Company's costs of so doing shall be met by the Customer who shall on receipt of the Company's invoice in respect of such costs pay to the Company the amount of the invoice in accordance with the payment provisions of this Transmission Connection Agreement.
- 10.6.2 The Company's Main Meter and Check Meter shall operate from separate billing current transformer and voltage transformer windings.

- 10.6.3 The Company's Main Meter and Check Meter current transformer and voltage transformer cores shall not be extended across the Customer's interface.
- 10.6.4 The Company's instrumentation current transformer and voltage transformer cores shall not be extended across the Customer's interface.
- 10.6.5 The Company's Check Meter pulse outputs shall be provided to the Customer's interface, on the written request of the Customer, via normally open potential free relay contacts.

10.7 Operational and Control Instrumentation

- 10.7.1 The Company shall as part of the Company's Connection Works, provide, install, calibrate and commission in accordance with the Construction Programme (and in accordance with any relevant provisions of the Grid Code) and maintain throughout the Term, Operational Instrumentation in the Communications and Control Room which interfaces with the Company's Supervisory, Control and Data Acquisition ("SCADA") system.
- 10.7.2 Without prejudice to the generality of the foregoing:
 - (a) the Parties shall exchange the necessary switch gear position indications required to facilitate operation of the Connection;
 - (b) the Parties shall exchange the necessary measurands (MW, MVar, MVA, and kV) via milliamp signals required to facilitate operation of the Connection; and
 - (c) where requested by the Customer (and approved by the Company) for access to the Company's billing or instrumentation metering current and voltage transformer cores for Customer control purposes, these signals shall be provided by the Company to the Customer's interface via a transducer supplied by the Customer (located in the Company's Communications and Control Room(s)). The transducer output milliamp signals shall be provided to the Customer's interface. The Customer transducer shall be installed by the Company meter provider. The Customer shall provide a replacement transducer in the event of failure.

10.8 Use of Metering

The Metering will be used to provide such readings from the Customer's Equipment and the Company's Equipment as are required by the Company.

10.9 Customer's Obligations

The Customer shall as part of the Customer's Connection Works, at its expense, provide and install in accordance with the Specifications and/or other Company requirements (and in accordance with any relevant provisions of the Grid Code):-

10.9.1 Communications and other equipment

Communications equipment and such other equipment as is required pursuant to the Specifications, other Company requirements and/or the Grid Code, as appropriate, for the purposes of the Transmission Station. For information purposes only, and without limitation, such equipment

may include dial-up telephone line connections between the Communications and Control Room and the public telephone network for voice communication and data collection from Metering as set out in the Grid Code.

10.9.2 Power supplies

Power supplies, for the operation of the Commercial Metering, the Operational Instrumentation, lighting and heating, the switchgear, control and protection equipment, unless otherwise determined by the Company, which shall be in accordance with the Grid Code.

10.9.3 Protection relays

Control and protection equipment for the Customer's Equipment, associated instrument transformers, cabling and power supplies. Such equipment, transformers, cabling and power supplies shall be maintained by the Customer throughout the Term to the reasonable satisfaction of the Company in accordance with the Grid Code and the Customer shall provide to the Company such evidence as to the completion of such maintenance as is required by the Company (acting reasonably).

11 INTERFERENCE WITH EQUIPMENT

The Customer shall not, and shall ensure that its agents, employees and invitees do not, interfere, in any way, with the Plant and/or Apparatus (including, without limitation, Metering) owned by the TAO, or owned by the Company, or operated by the Company, in each case without the consent of the Company except in accordance with the Operating Instructions.

The Company shall not, and shall ensure that its agents, employees and invitees do not, interfere, in any way, with the Customer's Plant and/or Apparatus (including, without limitation, Metering) without the consent of the Customer, except in accordance with the Operating Instructions.

12 RIGHTS OVER LAND AND ACCESS CONDITIONS

12.1 Consents pursuant to the Act and the Electricity (Supply) Act 1927

12.1.1 In respect of the Customer's Connection Works (if any) and to the extent required under applicable laws, Appendix 7 (*Transfer of Ownership of the Site-Related Connection Equipment (TAO Contested) to the TAO*) or Appendix 8 (*Transfer of Ownership of the Site-Related Connection Equipment (TSO Contested) by the Customer to the Company*) of the General Conditions, the Customer is required to obtain:

- (a) all Consents pursuant to:-
 - (i) Section 48 of the Act (where Site-Related Connection Equipment (Contested) is to be installed on, in or under public roads); and
 - (ii) Section 49 of the Act (where statutory powers pursuant to Section 53 of the Electricity (Supply) Act 1927 are to be used to install Site-Related Connection Equipment (Contested) on, in or under private lands); and

- (b) all statutory notices served by the Customer on relevant landowners and occupiers pursuant to Section 53 of the Electricity (Supply) Act 1927 (following the Customer's related receipt of consent under Section 49 of the Act).

12.1.2 The Customer is not required to obtain the consents set out in Clause 12.1.1 if the Customer can demonstrate, to the Company's satisfaction (acting reasonably) that such consents are not required under applicable laws, Appendix 7 (*Transfer of Ownership of the Site-Related Connection Equipment (TAO Contested) to the TAO*) or Appendix 8 (*Transfer of Ownership of the Site-Related Connection Equipment (TSO Contested) by the Customer to the Company*) of the General Conditions.

12.2 Customer to Grant Consents

12.2.1 Except where specifically provided for elsewhere under this Transmission Connection Agreement, the Customer shall, at its own cost and expense, grant to the Company all Consents that the Customer is empowered to give and as are required by the Company for:

- (a) the inspection, installation, operation and maintenance of the Facility and the Site-Related Connection Equipment (Contested);
- (b) the installation, operation, maintenance, inspection and removal of the Company's Equipment and the Site-Related Connection Equipment (Contested),

situated, or to be situated, on or in any land, structures, areas or buildings (a) owned or controlled by the Customer and (b) over which the Customer has been granted rights (whether located onshore or Offshore).

12.2.2 Any such Consent shall be granted on terms and conditions that are reasonably acceptable to the Company, having regard to terms and conditions on which similar Consents have previously been granted to the Company including a condition that the Company shall not be required to move or alter the Company's Connection Equipment to facilitate further developments by the Customer.

12.2.3 For the avoidance of doubt, any requirement for the Company to make periodic or reoccurring payments to receive the benefit of a Consent shall not be reasonably acceptable to the Company.

12.3 Transmission Station Services

12.3.1 Transmission Station Services for Customer's Premises Located Onshore

The Customer shall, to the extent that services (including, without limitation, power supplies, water supplies, telephone/telecommunication services, surface water drainage and sewerage disposal) for the Transmission Station(s) are connected to services on the Customer's Premises located onshore:-

- (a) procure that the services are, throughout the Term, and at the cost and expense of the Customer supplied to the Transmission Station(s); and

- (b) maintain (throughout the Term) to the reasonable satisfaction of the Company and at the cost and expense of the Customer, the services on the Customer's Premises to which such Transmission Station services are connected. The Customer shall provide to the Company such evidence as to the maintenance of such services as is from time to time required by the Company (acting reasonably).

12.3.2 Transmission Station Services for Customer's Premises Located Offshore

The Customer shall, to the extent that services (including, without limitation, power supplies, water supplies, telephone/telecommunication services, surface water drainage and sewerage disposal) for the Transmission Station(s) are connected to services on the Customer's Premises located Offshore:-

- (a) procure that the services are, until the Asset Transfer Date (TSO), and at the cost and expense of the Customer supplied to the Transmission Station(s); and
- (b) maintain (until the Asset Transfer Date (TSO)) to the reasonable satisfaction of the Company and at the cost and expense of the Customer the services on the Customer's Premises to which such Transmission Station services are connected. The Customer shall provide to the Company such evidence as to the maintenance of such services as is from time to time required by the Company (acting reasonably).

No later than sixty (60) days before the Asset Transfer Date (TSO), the Company will notify the Customer whether it requires a definitive agreement for the continued provision of services for the Transmission Station(s) with effect from the Asset Transfer Date (TSO) (a "**Service Level Agreement**"). Within ten (10) Business Days of the Company notifying the Customer, the Parties shall agree a date to meet and negotiate together in good faith to agree a Service Level Agreement which shall, among other things, include a mechanism for the allocation of costs between the Parties on a proportionate basis, based on each Party's usage (or anticipated usage) of such services.

For the avoidance of doubt, the Company shall not be liable, in any way whatsoever, to the Customer for any loss, costs, inconvenience or other detrimental consequences of whatever nature incurred by the Customer in connection with services for the Transmission Station(s) which are procured or provided by or on behalf of the Company.

12.4 **Company Access**

The Customer shall permit the Company's employees and/or agents, subcontractors and invitees at times to be agreed between the Parties both during the Term and after the termination of this Transmission Connection Agreement to enter those parts of the Customer's Premises as shall be necessary and reasonably agreed between the Parties to enable the Company to:-

- (a) carry out preliminary site investigation works;
- (b) carry out the Company's Connection Works;

- (c) carry out modification works;
- (d) carry out inspections in respect of any Works or Site-Related Connection Equipment;
- (e) operate, test, repair, renew, maintain, isolate, protect or remove the Company's Equipment, materials or temporary works or any part thereof;
- (f) Disconnect or De-Energise;
- (g) monitor compliance with the terms of this Transmission Connection Agreement; or
- (h) enable the Company to fulfil its obligations under the terms of this Transmission Connection Agreement.

The Company shall use all reasonable endeavours to co-operate with the Customer and its contractors prior to and when present on the Customer's Premises.

Notwithstanding the foregoing provisions of this Clause 12.4 (*Company Access*), the Company's employees, agents, subcontractors and invitees shall be entitled to enter the Customer's Premises at any time both during the Term and after the termination of this Transmission Connection Agreement for any purpose in connection with the operation of the Transmission System provided that the Company shall, when present on the Customer's Premises, use all reasonable endeavours to co-operate with the Customer and its contractors.

This Clause 12.4 (*Company Access*) shall survive termination of this Transmission Connection Agreement.

12.5 Conditions of Access

All rights of access for the Company under this Transmission Connection Agreement shall include the right for the Company to bring on to the Customer's Premises such vehicles, plant, machinery and construction materials as shall be reasonably necessary to carry out the functions in respect of which the right of access is granted. Any individual to whom access is given under this Transmission Connection Agreement shall comply with all reasonable directions given by the Customer and its appropriately authorised employees and agents as to general safety and site security requirements and the specific safety and site security requirements given by the Customer in its role as Project Supervisor for the Construction Stage as specified under the Safety, Health and Welfare at Work (Construction) Regulations, 2013, prior to and when present on the Customer's Premises. All such rights shall be exercisable free of charge or payment of any kind.

12.6 Customer Access

The Customer shall have rights of access to the Company's Premises or Company's Equipment provided that such access is:-

- (a) requested by the Customer on reasonable notice;
- (b) agreed by the Company in writing; and
- (c) for the purpose of carrying out by the Customer of the Customer's obligations under Clause 4.4 (*Customer's Obligation to Maintain and Operate the Customer's Equipment and Premises*) of this Transmission Connection Agreement.

Any individual to whom access is given under this Transmission Connection Agreement shall comply with all reasonable directions given by the Company and its appropriately authorised employees and agents as to general safety and site security requirements, prior to and when present on the Company's Premises or when accessing Company's Equipment.

13 INTERFACE UNDERTAKING

13.1 Interface Undertaking (TAO)

The Company in accordance with the terms of Clause 6 of the Infrastructure Agreement is required to ensure that the Customer gives and maintains the Interface Undertaking (TAO) to the Company in the form and in accordance with the terms of Appendix 2 (*Interface Undertaking (TAO)*) of the General Conditions.

The Interface Undertaking (TAO) shall be:

- (a) a Condition Precedent to Offer Acceptance;
- (b) given by the Customer in favour of the Company; and
- (c) enforceable as a contract by the Company against the Customer for the purpose of ensuring that the legitimate interest of the TAO is protected.

13.2 Interface Undertaking (DSO)

The Company is required to ensure that the Customer gives and maintains the Interface Undertaking (DSO) to the Company in the form and in accordance with the terms of Appendix 3 (*Interface Undertaking (DSO)*) of the General Conditions. The Interface Undertaking (DSO) shall be:

- (a) a Condition Precedent to Offer Acceptance;
- (b) given by the Customer in favour of the Company; and
- (c) enforceable as a contract by the Company against the Customer for the purpose of ensuring that the legitimate interest of the DSO is protected.

14 ASSET TRANSFER

The Parties agree and acknowledge that they will, subject to and in accordance with Appendix 8 (*Transfer of Ownership of the Site-Related Connection Equipment (TSO Contested) by the Customer to the Company*) of the General Conditions, enter into the Asset Purchase Agreement in respect of the Site-Related Connection Equipment (TSO Contested) and related rights, contracts and consents.

While Appendix 8 (*Transfer of Ownership of the Site-Related Connection Equipment (TSO Contested) by the Customer to the Company*) of the General Conditions sets out certain of the contractual requirements and confirms the form and content of certain agreements to be utilised in connection with the transfer of the Site-Related Connection Equipment (TSO Contested) and related rights, contracts and consents by the Customer to the Company, each of which shall be complied with by the Customer, the actual transfer of the Site-Related Connection Equipment (TSO Contested) and related contracts and consents by the Customer to the Company will be governed by the Asset Purchase Agreement.

15 OTHER

15.1 Schedules

- (a) Schedule 1 (*Offer Letter*) contains the Offer Letter which issued with this Transmission Connection Agreement.
- (b) Schedule 2 (*Site Specific Details*) sets out the Site Specific Details in respect of this Transmission Connection Agreement.
- (c) Schedule 3 (*Key Parameters*) sets out the Key Parameters in respect of this Transmission Connection Agreement.
- (d) Schedule 4 (*Addresses*) sets out the address details of each Party for the purposes of general communications and notices in accordance with Clause 17 (*Notices*) of the General Conditions.
- (e) Schedule 5 (*Customer Application Form and Associated Documentation*) contains a copy of the Customer's application form in respect of the Facility and associated documentation.

15.2 Interaction with Other Documents

Each of the Parties hereby agrees and acknowledges that (unless otherwise agreed by the Parties and confirmed in writing by the Company with an express reference to this Clause 15.2 (*Interaction with Other Documents*)) any confirmation, acceptance, approval, consent, authorisation, waiver or otherwise by the Company under, or in connection with, this Transmission Connection Agreement:

- (a) shall not be, or be construed to be, an acceptance, confirmation, approval, consent, authorisation, waiver or otherwise by the Company (and/or its Affiliates) in respect of any other agreement or code (including but not limited to the Grid Code, SEM Rules and Asset Purchase Agreement);
- (b) shall not give rise to any rights on the part of the Customer (and/or its Affiliates) or impose any obligations on the Company (and/or its Affiliates) under this Transmission Connection Agreement, except as explicitly provided for in this Transmission Connection Agreement;
- (c) shall not give rise to any rights on the part of the Customer (and/or its Affiliates) or impose any obligations on the Company (and/or its Affiliates) under any other agreement or code (including but not limited to the Grid Code, SEM Rules and Asset Purchase Agreement), in each case whether such rights or obligations would otherwise, or may otherwise, arise under contract, statute, common law, equity or by way of the creation of a legitimate expectation (and any rights or obligations which would otherwise, or may otherwise, arise under contract, statute, common law, in equity or pursuant to a legitimate expectation are hereby excluded); and
- (d) shall not constitute a representation, warranty, undertaking, covenant or similar by the Company (and/or its Affiliates) in respect of any other agreement or code (including but not limited to the Grid Code, SEM Rules and Asset Purchase Agreement).

For the avoidance of doubt:

- (a) Any decision by the Company not to provide (or any failure by the Company to provide) any confirmation, acceptance, approval, consent, authorisation, waiver or otherwise shall only apply with respect to this Transmission Connection Agreement and shall not apply, or be construed to apply, in respect to any other agreement or code (including but not limited to the Grid Code, SEM Rules and Asset Purchase Agreement).
- (b) Any Works undertaken pursuant to the Advanced Works Package prior to the Transmission Connection Agreement Effective Date shall be deemed to be Works undertaken pursuant to this Transmission Connection Agreement.
- (c) The provisions of the Asset Purchase Agreement (and all processes and decisions under, or in respect of, the Asset Purchase Agreement) are separate and distinct from the provisions, processes and decisions under, or in respect of this Transmission Connection Agreement.

15.3 Counterparts and Digital Execution

This Transmission Connection Agreement may be executed in counterparts (including electronic counterparts) and by each Party on a separate counterpart, each of which when executed and delivered shall constitute an original, but all counterparts shall together constitute one and the same instrument.

The Parties may execute this Transmission Connection Agreement using DocuSign, Adobe Acrobat Sign (or such other alternative online electronic execution software to which the Parties agree).

An electronic signature is conclusive evidence of a Party's intention to be bound by this Transmission Connection Agreement and has the same legal validity and enforceability as a wet ink signature for all purposes.

If a Party stores a duly executed copy of this Transmission Connection Agreement in an electronic format that maintains its integrity and allows unchanged reproduction of the stored information, this constitutes an original of this Transmission Connection Agreement and may be relied on as evidence of this Transmission Connection Agreement.

[execution page follows]

IN WITNESS WHEREOF the Parties have caused this Transmission Connection Agreement to be executed on the date above first herein written.

Signed for and on behalf of:-

EIRGRID PLC

Print Company Signatory Name in Block Capitals: _____

[CUSTOMER]

Print Customer Signatory Name in Block Capitals: _____

SCHEDULE 1

Offer Letter

SCHEDULE 2
Site Specific Details

1.	Location:	[●]
2.	Facility Name:	[●]
3.	Facility Type:	[●]
4.	Maximum Export Capacity:	[●] MW
5.	Maximum Import Capacity:	[●] MVA
6.	Connection Liability Amount:	<p>Shall be:</p> <p>(a) from the Transmission Connection Agreement Effective Date until and including the Connection Date €127,000 (Indexed); and</p> <p>(b) from but excluding the Connection Date for the duration of the Term €127,000 (Indexed).</p>
7.	Connection Liability Cap:	Shall be an aggregate amount of €320,000.
8.	Independent Engineer:	[●]
9.	Provisional Settings for the Customer's protection equipment	[●]

SCHEDULE 3

Key Parameters

1.	Site Location:	[•]
2.	Facility Details:	[•]

SCHEDULE 4

Addresses

COMPANY:

Address:	EirGrid plc The Oval 160 Shelbourne Road Ballsbridge Dublin 4 Republic of Ireland
For the attention of:	Company Secretary EirGrid plc
Copies to:	Company Representative, EirGrid plc ²
Phone number:	[•]
Email address:	[•]

CUSTOMER:

Address:	[•]
For the attention of:	[•]
Copies to:	[•]
Phone number:	[•]
Email address:	[•]

² The Company, by notice to the Customer, may change the persons to which notifications, notices, submissions, demands, consents, requests or other communications are to be sent or delivered.

SCHEDULE 5

Customer Application Form and Associated Documentation