



# GRID CONNECTION TERMS AND CONDITIONS FOR GENERATION FACILITIES

Concerning the connection of generation facilities to and its use of the transmission grid

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REV.	DESCRIPTION	PREPARED BY	CHECKED	REVIEWED	APPROVED
0	Current version	20-09-2019	15/11-2019	15-11-2019	15-11-2019
		MZA/ARY/JHK/ FBN/POR	JAM	AFR	JBO

SECTION	CHANGE	REV.	DATE
All sections	Current version	0	15-11-2019

*This is a translation. In case of inconsistencies, the Danish version applies.*

## 1. Objective

- 1.1. The Grid Connection Agreement (hereinafter "the Agreement") in combination with present Terms and Conditions of Grid Connection for Generation Facilities (hereinafter "Grid Connection Terms and Conditions") and Terms and Conditions of Establishment for Generation Facilities (hereinafter "Establishment Terms and Conditions") form the basis and terms and conditions of Establishment of a Point of Connection, POC, as well as of the subsequent connection to and use of the transmission grid.
  - 1.2. The Agreement and Terms and Conditions supplement the legislation, regulations and rules issued pursuant hereto, as well as public authority requirements, and other rights and obligations laid down in legislation within the electricity sector and applicable to the Parties at any time.
  - 1.3. The present Grid Connection Terms and Conditions have been drawn up in accordance with the requirements of the RfG.
  - 1.4. The objective of these Grid Connection Terms and Conditions is to summarise and lay down the general principles and terms and conditions applicable to both the connection of the Producer's generation facility to the Transmission Grid and the Producer's generation facility's subsequent use of the Transmission Grid.
  - 1.5. The present Grid Connection Terms and Conditions have been submitted to and registered with the Danish Utility Regulator in accordance with article 71 of the RfG.
- c. "Power quality" (voltage quality) is a general term for the quality of the power present in the Transmission Grid.
  - d. The Final Operational Notification, FON, is a permit issued by Energinet's Regulatory Affairs department (Energinet Group) to operate the generation facility.
  - e. In the present Grid Connection Terms and Conditions, "Energinet" is defined as Energinet Elsystemansvar A/S, unless otherwise stated in the individual items in these Grid Connection Terms and Conditions.
  - f. "Establishment of Point of Connection, POC," is the process and the activities that the Parties must complete for the Producer to be connected to and operate its generation facility by use of the Transmission Grid, including the construction work of Energinet Electricity Transmission A/S.
  - g. "Establishment Terms and Conditions" are the applicable terms and conditions for the establishment of the Producer's grid connection, which are stated in the Terms and Conditions of Establishment for Generation Facilities and are handled by Energinet Eltransmission A/S.
  - h. The Interim Operational Notification, ION, is a permit issued by Energinet's Regulatory Affairs department (Energinet Group), allowing the Producer to operate the generation facility to perform tests for a time-limited period.

## 2. Definitions

- 2.1. The Agreement, Grid Connection Terms and Conditions and Establishment Terms and Conditions use the following definitions:
  - a. "The Agreement" is the Grid Connection Agreement entered into between the Producer and Energinet.
  - b. The Limited Operational Notification, LON, is a temporary suspension of the Final Operational Notification.
  - i. Point of Connection, POC, is the point stipulated and defined in The Agreement, where the generation facility is connected to the Transmission System.
  - j. "Grid Connection Terms and Conditions" are the applicable terms and conditions of transmission grid connection and use, stated in Terms and

Conditions of Grid Connection for Generation Facilities.

- k. "Parties" are the Producer and Energinet.
- l. "Producer" is the legal Party defined in The Agreement that shall comply with The Agreement, including the appurtenant Grid Connection Terms and Conditions and Establishment Terms and Conditions.
- m. "RfG" (Commission Regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators) is the current EU regulation which lays down requirements for grid connection of generation facilities.
- n. "Interconnection Agreement" is a separate agreement which, under the Danish act on electricity safety and executive orders issued pursuant thereto, must be entered into between the Parties and signed by the Parties' certified interconnection managers.
- o. The Energisation Operational Notification, EON, is a permit issued by Energinet's Regulatory Affairs department (Energinet Group), allowing the energisation of the internal grid and auxiliary equipment via the Point of Connection, POC.
- p. "Substation" is the high-voltage substation which the Producer is connected to in the Transmission System.
- q. "Transmission grid" and "Transmission System" are the public electricity supply grid above 100 kV, which is owned and operated by the Energinet Group.
- r. "Terms and Conditions" comprises both the Establishment Terms and Conditions and Grid Connection Terms and Conditions.

### 3. Compliance with legislation, regulations and other regulation

- 3.1. Each Party shall be responsible for its handling of and compliance with the legislation, regulations, authority approvals, requirements or orders from public authorities and/or other regulation in force at any time.
- 3.2. The Producer's facility and equipment and operation hereof must comply with the legislation and regulations in force at any time as well as other applicable regulation issued pursuant thereto. Energinet's technical regulations and other requirements applicable at any time are available at [www.energinet.dk](http://www.energinet.dk). The Producer's generation facility is also subject to the RfG.
- 3.3. The Producer is subject to future or amended legislation and other regulation in accordance with applicable rules in the electricity supply area. In the event of such initiation, Energinet shall allow for the Producer's reasonable expectations and the proportionality of the rules to the extent possible.

### 4. Interconnection agreement

- 4.1. Under the Danish act on electricity safety and executive orders issued pursuant hereto, each Party shall appoint an interconnection manager who is certified by the Danish Safety Technology Authority to operate the Party's own facilities.
- 4.2. Under the Danish act on electricity safety and executive orders issued pursuant hereto, the Parties shall conclude a written agreement, signed by the Parties' certified interconnection managers, on the interconnection of electricity supply facilities between the Producer and Energinet (the Interconnection Agreement), cf. The Agreement, Appendix 2.9.
- 4.3. The Interconnection Agreement must include descriptions of the collaboration in the touch points between the facilities, and of how connections between the facilities are to be agreed. The Interconnection Agreement must be concluded at least

three months before the issue of the Energisation Operational Notification (EON).

## 5. Ownership, operation and maintenance

- 5.1. Under the Danish Electricity Supply Act, Energinet Eltransmission A/S owns all installations used for transmission system activities. Energinet Eltransmission A/S thus owns and operates the transmission system installations at the Substation, including the individual bays above 100 kV from the Point of Connection, POC, to the Transmission System.
- 5.2. Each Party's rights and obligations of ownership, operation and maintenance are defined by the delineation listed in The Agreement, Appendix 2.1, which are also stated in the Interconnection Agreement.
- 5.3. Prior to the issue of a Final Operational Notification (FON), Energinet and the Producer jointly review the technical documentation pursuant to The Agreement for final verification of the technical facilities and the scope of ownership, operation and maintenance. When issuing the FON, there must be no unresolved technical issues as regards connection requirements and conditions.

## 6. Access to facilities

- 6.1. Each Party shall, on request, grant each other access to service own facilities and installations, including facilities located on the other Party's property.
- 6.2. The Producer shall, on request, grant Energinet, representatives hereof or the meter operator appointed pursuant to legislation, access to installations on the Producer's property for inspection and for possible servicing of relevant installations.
- 6.3. Access to own facilities and installations, cf. articles 6.1 and 6.2, on the other Party's property must observe this Party's access and security procedures. To the extent possible, requests for access must be submitted and confirmed within a reasonable time. However, in the event of potential danger to persons, goods, facilities or the security of

supply of a Party, the Producer shall grant access immediately.

- 6.4. To the extent necessary, each Party shall contribute to the protection of access rights, including registration, and the arrangement of other access rights if one Party requests this from the other Party.
- 6.5. Access to the Parties' facilities is described further in the Interconnection Agreement, cf. The Agreement, Appendix 2.9.

## 7. Procedure for Grid Connection

- 7.1. Energinet stipulates the process for grid connection of new generation facilities, including, among other things, setting reasonable deadlines for the submission of relevant documentation to Energinet.
- 7.2. Energinet has stipulated the following standard processes for grid connection of and issue of Energisation Operational Notification (EON), Interim Operational Notification (ION) and Final Operational Notification (FON) to the generation facility:
  - a. As transmission enterprise and transmission system operator, Energinet assigns the Producer a Point of Connection, POC.
  - b. In connection with Grid Connection Establishment, and when Energinet determines that the physical and operational conditions are sufficient, Energinet's Regulatory Affairs department (Energinet Group) issues an Energisation Operational Notification (EON) for the Producer's facility connected to the Transmission System. This permit does not give the Producer the right to supply energy from the generation facility to the public electricity supply grid via the Point of Connection, POC, but does give the Producer the right to energise the internal grid and auxiliary equipment via the Point of Connection, POC.
  - c. The Interim Operational Notification (ION) is issued by Energinet's Regulatory Affairs department

(Energinet Group) when Energinet has approved the documentation.

The complete set of documentation must be satisfactory and received by Energinet no later than three months prior to expected approval.

Documentation must include the following:

- i. Study which proves that the generation facility complies with all technical requirements regarding properties and functionality.
- ii. Signal list, including signal scope, cf. article 9.4.
- iii. Simulation models and studies as required for the generation facility.
- iv. Documentation of the implementation of a relevant protection principle in the Point of Connection, POC.
- v. Signed Appendix 2.9.
- vi. Test plan up to FON issue.

If the Producer's documentation is incomplete or submitted too late, this may delay the connection of the generation facility.

The Interim Operational Notification (ION) gives the Producer the right to operate the generation facility via the Point of Connection, POC, for a limited period of time for the purpose of running tests and validating requirements. Energinet specifies a reasonable period of validity for the Interim Operational Notification (ION), however, not exceeding 24 months, on the basis of the generation facility's type, complexity and other specific circumstances. If the period of validity of the Interim Operational Notification expires without Energinet having issued a Final Operational Notification (FON) for the generation facility, the Producer no longer has the right to operate the generation facility. The Pro-

ducer may apply for an extension of the Interim Operational Notification (ION) no later than one month before this expires.

- d. The Final Operational Notification (FON) is issued by Energinet's Regulatory Affairs department (Energinet Group) when Energinet has approved the following documentation:
  - i. Documentation which proves that the generation facility complies with all technical requirements regarding properties and functionality, including simulation models for dynamic stability.
  - ii. Documentation which proves that the generation facility complies with the limit values for Power Quality in the Point of Connection, POC.
  - iii. Documentation of signal exchange, cf. article 9.4.
  - iv. Documentation of relevant protective equipment in the Point of Connection, POC.

7.3. The Final Operational Notification (FON) gives the Producer the right to operate the generation facility via the Point of Connection, POC.

7.4. When issuing the Energisation Operational Notification (EON) (article 7.2, paragraph b), the Interim Operational Notification (ION) (article 7.2, paragraph c) and the Final Operational Notification (articles 7.2, paragraph d), the Producer and Energinet cooperate loyally and review and clarify any uncertainties. All documentation related to the above permits must be submitted to Energinet electronically.

## 8. Technical conditions in the Point of Connection, POC

8.1. Energinet notifies the Producer of the maximum and minimum short-circuit levels in the Point of Connection, POC, in The Agreement, Appendix 1.1.

- 8.2. Energinet notifies the Producer of the impedance characteristics from the 2nd to the 50th harmonic order in the Point of Connection, POC, in The Agreement, Appendix 1.2.
- 8.3. By making a well-founded written request, the Producer can receive updated short-circuit levels and/or specific impedance characteristics from Energinet.

## 9. Technical requirements for generation facilities

- 9.1. The Producer's generation facility must comply with requirements applicable from time to time in pursuance of regulations, legislation, technical and market regulations and other regulation.
- 9.2. The Producer's generation facility must comply with the requirements for voltage quality, cf. Technical regulation 3.2.7. and article 4.1 of this Agreement.
- 9.3. The Producer's generation facility must comply with the technical requirements in the Point of Connection, POC, unless otherwise specifically stated in the Agreement.
- 9.4. The signals that the Producer's facility must exchange with Energinet's systems are as follows:
- The Producer must deliver signals in accordance with the national implementing measures, requirement documents no. 1 and 3, which can be found at [www.energinet.dk](http://www.energinet.dk).
  - The Producer must also deliver signals as specified in the Establishment Agreement's 'Design and Layout' appendix.
- 9.5. Earthing method for the Producer's transformer unit is specified by Energinet.
- 9.6. It must be possible to connect and operate the Producer's transformer unit in a way that does not cause inconvenience to Energinet's operation of the transmission system as regards the requirements for efficient earthing of the Transmission System.

- 9.7. The Producer's generation facility must use the following parameters when synchronising:

- Transmission system frequency.
- Transmission system voltage amplitude.
- Transmission system phase angle and phase sequence.
- Permissible tolerances for the above parameters.

## 10. Verification and documentation of grid connection

- 10.1. When connecting the Producer's generation facility, and in connection with Energinet's issue of permits pursuant to article 7, the Producer shall provide documentation of compliance with legislation and technical requirements applicable at any time. The Producer solely has the responsibility for ensuring that the Producer's generation facility complies with applicable legislation and technical requirements.
- 10.2. The Producer shall ensure at all times, both during the Producer's establishment of the facility and after the issue of the ION, that data submitted about the Producer's facility are updated and correct. The Producer must notify Energinet if facility data submitted are no longer valid.

## 11. Facility operation

- 11.1. The operation of own facilities must take into consideration personal safety, facility safety and security of supply, prioritised in the order listed.
- 11.2. Each Party shall maintain both continuous operation of own facilities and mutual collaboration on the operation of facilities in order to ensure high levels of availability, power quality and security of supply.
- 11.3. In addition to complying with applicable legislation, regulations and orders issued by public authorities and/or Energinet, the Parties' interconnection managers shall also cooperate on the issue of technical instruc-

tions on the operation of both Parties' facilities.

- 11.4. The Parties shall coordinate protection systems, equipment and settings in the Point of Connection, POC.
- 11.5. The Producer shall ensure that the generation facility is dimensioned and equipped with the protective functions necessary to safeguard the facility against damage due to faults and incidents in the public electricity supply grid.
- 11.6. Each Party shall notify the other Party of identified faults and defects that may lead to restrictions on the operation of the facilities or incidents that may otherwise cause abnormal operating situations. The Parties' interconnection managers are charged with this duty of disclosure, and information must be exchanged immediately after discovery of the matter.
- 11.7. Each Party shall avoid exposing the other Party's facility to damage, including, but not limited to, electrical, thermal or mechanical overloading of components or facilities.
- 11.8. The generation facility must at all times be able to withstand the short-circuit ratio at the POC, cf. the Agreement.
- 11.9. The Producer shall participate in Energinet's outage planning in order to safeguard the security of supply.
- 11.10. If the Producer's generation facility comprises emergency supply installations or emergency generators, the following conditions must be observed with regard to parallel operation or trial operation with/ against the Transmission grid:
  - a. Parallel operation with the Transmission grid must not exceed five minutes per calendar month.
  - b. Commissioning and maintenance operation of emergency supply installations or emergency generators are not included in the calculation of the above five minutes of parallel operation.

- c. Emergency supply installations or emergency generators must not supply net power to the Transmission Grid in the Point of Connection, POC.

## **12. System disturbances, faults and emergencies**

- 12.1. The Parties shall cooperate loyally on the localisation and handling of system disturbances, and each Party shall remedy system disturbances in its own facilities without undue delay after discovery.
- 12.2. The Producer shall, without undue delay, notify Energinet of any system disturbances in the Producer's facility.
- 12.3. Each Party shall handle system disturbances efficiently and in the following order of priority: personal safety, facility safety and security of supply of both the public electricity supply grid and the Producer's generation facility.
- 12.4. Each Party shall perform selective disconnection in own facilities in the event of fault(s).
- 12.5. The Parties shall loyally assist each other in the identification and localisation of faults. For this purpose, the Parties may exchange relevant data on request.
- 12.6. The Parties shall exchange relevant information and data for the analysis and reporting of system disturbances.
- 12.7. Each Party shall, without undue delay, remedy any problem, fault(s) and/or defect(s) in own facilities, which will affect the public electricity supply grid.
- 12.8. In case of potential danger to persons or facilities, both Parties are entitled and obliged to turn off the facilities. The other Party must be notified without undue delay hereafter.
- 12.9. If faults and incidents in the Producer's facility result in non-compliance with the requirements of the Grid Connection Agreement, the Producer shall notify Energinet without undue delay.



- 12.10. In the event of incidents covered by article 12.9, the Producer must apply for a Limited Operational Notification (LON).
- 12.11. Energinet may issue a Limited Operational Notification (LON), which gives the Producer a total period of 12 months from the date of occurrence of the incident to comply with the requirements, term and conditions of the Grid Connection Agreement.
- 12.12. The Producer's allocated exchange right, cf. the Agreement, article 2, is dependent on the condition that the transmission grid is intact and on the condition that public authorities and/or Energinet as transmission system operator have not ordered and reduced the transfer capacity in the transmission grid in emergencies or in situations of immediate threats to personal safety, facility safety or the security of supply in accordance with applicable laws, regulations and other regulation for such situations.
- 14.4. If the Producer's generation facility is not located in the grid area of a grid enterprise, the Parties agree on the specific energy metering conditions.
- 14.5. The Producer shall pay the costs and/or fees applicable at any time to the meter operator for energy metering, etc. of the Producer's facility.
- 14.6. The Producer shall pay for the use of the public electricity supply grid at transmission level in accordance with the applicable legislation in force. Energinet's tariffs for transmission-connected generation facilities are registered with the Danish Utility Regulator.

### **15. Successive connection of generation facilities to the established Point of Connection, POC**

- 15.1. If the Producer does not use all allocated bays when connecting its facility at Energinet's substation during Grid Connection Establishment, and thus requires connection to a bay at a later time after the completion of Energinet's construction project, successive connections are subject to the following principles.
- 15.2. In the event of connection to Energinet's bays after Point of Connection, POC, Establishment, the Producer shall notify Energinet at least 9 (nine) months in advance. Such notification must be addressed to 3.parter@energinet.dk, include a reference and a brief description of the project and the scope of the connection requested. Energinet will then initiate a subproject which will process the request, perform the necessary work, and validate and approve the required documentation.
- 15.3. In the event of connection, cf. articles 15.1 and 15.2, the Producer must follow the grid connection procedure for any new facility as stated in article 7.
- ### **13. Transmission system voltage**
- 13.1. As transmission system operator, Energinet regulates normal operating voltages in the Transmission system.
- 13.2. Transmission system voltage must comply with the voltage range stated in the applicable legislation and regulations and other regulations in force at any time.
- ### **14. Energy metering and energy payment**
- 14.1. Under the Danish act on electricity supply, the grid enterprise in the relevant area is responsible for energy metering for generation facilities connected to the Transmission system.
- 14.2. The Producer's payment for energy metering, settlement, monitoring, maintenance, etc. must be agreed between the grid enterprise and the Producer.
- 14.3. Placement of energy meters and other relevant measuring equipment will take place in collaboration with and, to the extent necessary, under the instruction of Energinet.



## 16. Other Grid Connection terms and conditions

- 16.1. Continuous expansion and reinforcement of the Transmission system and any associated costs will be completed and paid for by Energinet in compliance with methods approved by the Danish Utility Regulator.
- 16.2. If the Producer wishes to make modifications to and/or perform switching in its own facility and such modifications or switching will impact Energinet's installations, this must be agreed with and approved by Energinet in advance.
- 16.3. Modifications and/or switching in the relevant bays must be performed in close collaboration between the Parties' interconnection managers in compliance with the Interconnection Agreement.
- 16.4. If the Producer wants to modify the generation facility after the generation facility has been issued an FON, the procedure for changes, c.f. the RfG, must be observed.

## 17. Costs of operation, maintenance and changes

- 17.1. Each Party shall incur the costs of operation and maintenance of their own facilities and their own costs of collaboration between the Parties.
- 17.2. Each Party shall incur the costs of its own facilities and internal grids, including costs of modifications resulting from necessary changes to the public electricity supply grid, unless otherwise stated in applicable legislation, regulation or other agreement(s). Thus, each Party's costs must adhere to the agreed operating and maintenance limits as stated in the Agreement, Appendix 2.1. This means, for example, that:
  - a. Energinet's operation and maintenance costs associated with its own facilities and land must be paid in full by Energinet.
  - b. The Producer's operation and maintenance costs associated with its own facilities and land

must be paid in full by the Producer.

- c. Applicable transmission tariffs for use of the Point of Connection, POC, must be paid in full by the Producer.
  - d. Payment of costs associated with the set-up, monitoring, maintenance, etc. of energy metering in the Point of Connection, POC, must be paid in full by the Producer.
- 17.3. Additional services not covered by the above principles, and costs of additional services can only be agreed in writing between the Parties under the Danish act on electricity supply. Any such agreement must be enclosed as a separate appendix to the Agreement.

## 18. Confidentiality

- 18.1. These Terms and Conditions comprise general conditions, which are publicly available and not subject to confidentiality.
- 18.2. The Agreement also comprises a number of general conditions, which are not subject to confidentiality. However, the Agreement and its individual appendices may comprise certain confidential elements of a technical and financial nature specific to the facility. Such information must be kept confidential by both Parties in accordance with applicable legislation and rules and as set out below.
- 18.3. The Parties may only disclose confidential information to third parties to the extent necessary for a third party to use the information to perform services for one of the Parties in connection with the Agreement. The Party disclosing such confidential information shall ensure that the third party receiving the information is subject to a duty of confidentiality of at least the same extent as that covered by the Agreement.
- 18.4. Notwithstanding the above, each Party may disclose confidential information to the extent that the Party is obliged to do so pur-

suant to current legislation and rules, including applicable administrative legislation on access to documents in public authorities. Prior to such disclosure, the disclosing Party must, to a reasonable extent, notify the other Party hereof insofar as possible, so that the other Party can take legal measures to the extent possible and desirable to prevent or minimise the extent of such disclosure.

## 19. Liability

- 19.1. The Parties are, subject to the limitations and specifications that follow from these Terms and Conditions and the Agreement, mutually liable in accordance with the general rules of Danish law.
- 19.2. Neither Party is liable to the other Party for any operating losses, production losses, profit losses or other indirect losses.
- 19.3. Each Party's liability for damages, except personal injuries, is limited to DKK 25,000,000 per case of damage or per actionable event.
- 19.4. However, the limitation of liability stipulated above in articles 19.2 and 19.3 does not apply if the damage or actionable event is a result of the Party having acted with intent or shown gross negligence.
- 19.5. Energinet's liability for damages, if any, must be defrayed to the extent that such action complies with applicable regulation of Energinet.
- 19.6. Each Party shall take out necessary and adequate insurance for the Party's own facilities and liability.

## 20. Force Majeure

- 20.1. Neither Party is liable for any non-performance of its obligations if such non-performance is due to force majeure.
- 20.2. Force majeure and force majeure situations mean damage or loss resulting from consequences of earthquakes, cyclones, hurricanes or other natural disasters, war, war-like actions, violation of neutrality, civil war, riots, terrorism, civil unrest or measures to

safeguard against this, or any other situations which prevent a Party from performing the Agreement and/or its Terms and Conditions and which the Party could not have reasonably avoided, overcome or remedied when the situation occurred.

- 20.3. Force majeure and force majeure situations also mean conductor breaks as a result of a combination of low temperatures and/or storms or exceptionally high levels of salt coating, or overvoltage caused by lightning strikes, explosions, crashing aircrafts or parts thereof, submarine collisions, hacker attacks or any other IT manipulation as well as damage or losses which are directly or indirectly connected with nuclear reactions (fission, fusion and radioactive radiation), regardless of whether such damage or losses occur in times of war or peace, provided that the force majeure-like situation occurs under the performance of the Agreement, and is not reasonably predictable and/or cannot reasonably be remedied by the Party when the situation occurs.

## 21. Amendments, renegotiation and assignment

- 21.1. The Agreement can only be amended if the Parties have made a prior written agreement, and any amendment is enclosed with this agreement as appendices, numbered consecutively, starting with Appendix A.
- 21.2. Each Party may request renegotiation of the Agreement in the event of any significant change(s) to the prerequisites and basic assumptions of the Agreement between the Parties. As mentioned above, renegotiation will not necessarily lead to amendments to the Agreement.
- 21.3. In the event of one or more matters governed by the Agreement being contrary to or conflicting with applicable mandatory legislation or regulation by public authorities, or in the event of renegotiation between the Parties having been ordered by public authorities, the Agreement must be renegotiated. In the event that the Parties cannot

reach an agreement on an amendment as required above, the Agreement will be automatically amended so that the provision(s) in the Agreement that are contrary to mandatory rules are adjusted to the extent necessary to bring them into compliance with such rules.

- 21.4. Except in the circumstances specified in articles 21.5 and 21.6, no Party may assign rights or obligations under the Agreement without the prior written consent of the other Party. Such consent must not be unreasonably withheld.
- 21.5. Subject to notification of the Producer, Energinet may assign its rights and obligations under the Agreement in their entirety to any enterprise within the Energinet Group, as defined by corporate law, that performs Energinet's obligations as specified in the Danish act on electricity supply.
- 21.6. After completed and commissioned establishment of the Point of Connection, POC, of the Producer's generation facility, the Producer may, by notice to Energinet, assign the Producer's rights and obligations under the Agreement in their entirety to any wholly-owned company in the Producer's group, as defined by corporate law, provided that the receiving enterprise is the legal owner of the physical facilities connected to Energinet's transmission grid, including the generation facility. Transfer of the Producer's rights and obligations under Point of Connection, POC, Establishment is subject to prior consent by Energinet, and only on the condition of continued compliance with Energinet's requirements for sufficient security for Point of Connection, POC, Establishment.

## **22. Commencement and termination**

- 22.1. The Agreement, including the Terms and Conditions of Grid Connection and the Terms and Conditions of Establishment of Grid Connection, shall become effective upon signature by both Parties of the Agreement.
- 22.2. After the issue of a Final Operational Notification, the Agreement may be terminated in writing by the Producer at 12 months' notice to Energinet.

## **23. Governing law and dispute resolution**

- 23.1. The Agreement, including the Terms and Conditions of Grid Connection and the Terms and Conditions of Establishment of Grid Connection in their entirety, are governed by Danish law.
- 23.2. Both Parties are obliged to seek to resolve disputes constructively and loyally through dialogue and negotiations without undue delay following the occurrence of the dispute.
- 23.3. Disputes that fall within the jurisdiction of the Danish Utility Regulator or the Energy Board of Appeal will be settled by the Danish Utility Regulator or the Energy Board of Appeal, respectively, within the remit of these authorities.
- 23.4. Disputes which cannot be settled through negotiation within a reasonable time, and which fall outside the remit of the Danish Utility Regulator or the Energy Board of Appeal, will be settled by the Danish courts.