



CENTRAL ELECTRICITY BOARD

CEB CARBON NEUTRAL INDUSTRIAL SECTOR (CNIS) RENEWABLE ENERGY (RE) SCHEME

CONNECTION AGREEMENT ¹

Between

CENTRAL ELECTRICITY BOARD

and

[Insert the Name of the Facility Owner² as per the Certificate of Incorporation]

for the grid interconnection of a _____ kW

[Insert solar PV capacity as mentioned in the CEB Letter of Intent]

Solar Photovoltaic Distributed Generation System

at _____

[Insert site address]

Date: _____

¹ Any modification made in the content of this Connection Agreement, except for filling of requested information, shall entail the automatic rejection of the application for the grid interconnection of the Facility and, without prior notice, the cancellation of CEB's consideration to agree the Connection Agreement.

² If the name of the Facility Owner, **who should be the Industrial Customer applying for the setting up of the Facility**, in the CNIS RE Scheme Application Form is different to the one recorded in the CEB Information System (refer to Industrial Customer existing electricity bill), contact a CEB Customer Services Office for making all necessary amendments prior to filling this Connection Agreement.

[Insert the name of the Facility Owner as per the Certification of Incorporation]

_____ kW Solar Photovoltaic System

[Insert solar PV capacity as mentioned in the CEB Letter of Intent]

Connection Agreement

This Connection Agreement (the “**Agreement**”) is made on _____ *[leave blank]* at the Central Electricity Board, Corporate Office, Rue Du Savoir, Cybercity, Ebène, Republic of Mauritius.

BETWEEN

The **CENTRAL ELECTRICITY BOARD (“CEB”)**, duly established under the Central Electricity Board Act and represented by **Mr.** _____ (National Identity Card No.: _____), its _____

AND

The _____ *[Insert Facility Owner as per the Certification of Incorporation]*, duly represented by **Mr./Mrs./Miss/Ms.** _____ (National Identity Card No.: _____), its _____ *[Insert full name, NIC number and designation of Facility Owner (Industrial Customer) designated representative]*

(Each a “**Party**” and collectively the “**Parties**”)

- (i) WHEREAS CEB is the owner and operator of the 22 kilovolts (kV) distribution system (the “**Distribution System**”).
- (ii) WHEREAS _____ *[Insert Facility Owner (Industrial Customer) name]* owns and will operate a Small/Medium-Scale Distributed Generation (SSDG/MSDG) facility (the “**Facility**”) as shown in the schematic diagram given in the **Annex 1**. The Facility, registered by CEB with the reference number **MSDG/CNIS/**_____ *[Leave blank]*, has been installed on _____ *[Insert Facility Owner (Industrial Customer) name]* premises at _____ *[Insert site address]*, Republic of Mauritius.
- (iii) WHEREAS _____ *[Insert Facility Owner (Industrial Customer) Name]* has connected or wishes to connect its Facility to the Distribution System and CEB has connected or has agreed to connect the Facility to the

Distribution System; both, in accordance with the **Specific Terms and Conditions of the CEB Carbon Neutral Industrial Sector (CNIS) Renewable Energy (RE) Scheme** set out in the **Annex 2** of this Agreement, the applicable SSDG/MSDG Grid Codes including its amendments (the "Code"), and other relevant legislations and regulations, including subsequent amendments.

(iv) WHEREAS CEB has previously reviewed and accepted _____'s [*Insert Facility Owner (Industrial Customer) Name*] application for the grid interconnection of the Facility under the **CEB Carbon Neutral Industrial Sector (CNIS) Renewable Energy (RE) Scheme**, launched in January 2023, based on related materials that were submitted to CEB and in accordance with the provisions of the Code.

(v) And WHEREAS in accordance with the Electricity Act, the Code, and the terms & conditions set out in this Agreement, CEB has agreed to offer through its Distribution System, and _____ [*Insert Facility Owner (Industrial Customer) Name*] has agreed to avail itself of the distribution service in relation to the Facility.

NOW THEREFORE in consideration of the foregoing, and of the mutual covenants, agreements, terms and conditions herein contained, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions

- 1.1. Words and phrases contained in this Agreement (whether capitalized or not) that are not defined in this Agreement have the meanings given to them in the Electricity Act, the Central Electricity Board Act, the Utility Regulatory Authority Act, the Interpretation and General Clauses Act, Electricity Regulations, the Code, and relevant regulations including subsequent amendments.
- 1.2. "Facility Owner" is the CEB Industrial Customer who has applied for the setting up of the Facility and whose designated representative is signing this Agreement.
- 1.3. "Grid Integration" refers to the continuous management by the CEB of the influence of the Facility on the grid.
- 1.4. "Gross metering", for the purpose of this Agreement, is the process of measuring and recording the total energy exported from the Facility to the CEB grid; thereafter, the total quantity of energy exported, which would be valued at the allocated unbundled time-of-use tariff, shall be credited to the Prosumer(s)' electricity contract account(s) in the order of priority and percentage share(s) as provided in the **Annex 4** of this Agreement.
- 1.5. "MSDG", as described in the CEB MSDG Grid Codes, stands for Medium-Scale Distributed Generation.
- 1.6. "Prosumer" is as defined in the General Notice 114 of 2016 and in this Agreement a Customer whose electricity contract account has been provided by the Project Owner and is listed in the **Annex 4** to this Agreement is a Prosumer.

- 1.7. "RE" stands for Renewable Energy.
- 1.8. "SSDG", as described in the CEB SSDG Grid Code, stands for Small-Scale Distributed Generation.
- 1.9. "COD", which means commercial operation date, is the date of the Certificate for Commercial Operation issued by CEB for the Facility.

2. Management and Control of the Facility

- 2.1. The Parties have agreed that as from the commissioning date of the Facility, the Facility Owner shall be the sole entity responsible for the operation of the Facility.
- 2.2. Prior to signing this Agreement, the Facility Owner shall make all necessary arrangements to take over all responsibilities from any third party in respect of the operation of the Facility, if applicable.

3. Description of the Facility

- 3.1. The Facility is a Small/Medium-Scale Distributed Generation (SSDG/MSDG) solar photovoltaic system of _____ *[Insert solar PV capacity as mentioned in CEB Letter of Intent]* **kilowatt (kW) AC** installed capacity and is registered initially under the electricity Contract Account bearing number _____ *[Insert Contract Account Number of Facility Owner as on its electricity bill]* and now under the SSDG/MSDG Contract Account bearing number _____ *[Leave blank]*. The Facility comprises, among others, the following:

Equipment	Make/Model	Rating (kW)	Quantity
Solar Photovoltaic Modules			
*Inverter			

[Fill in the above table for solar PV modules and inverters]

* The output power of the SSDG/MSDG installation has a total rated capacity of _____ **kW** and will be capped at _____ **kW** *[Leave blank]*, and same shall not be altered under any circumstances.

- 3.2. More details on the Facility are given in the **Annex 1** of this Agreement.

4. Standards of the Facility

- 4.1. The Facility Owner, who is also referred as the Facility Owner, shall ensure that the Facility meets all applicable requirements of the Electricity Act, the Code, the CEB Act and the prevailing Electricity Regulations.

- 4.2. The Facility Owner shall ensure that the Facility is installed, constructed, operated and maintained in conformity with this Agreement, the CEB's offer to connect and the Certificate of Compliance, and meets the technical and operating requirements described in the Code.

5. Incorporation of the Code and Application of Conditions of Service and Other Contracts

- 5.1. The Code is hereby incorporated in its entirety by reference to, and forms part of, this Agreement. Unless the context otherwise requires, all references to this Agreement include a reference to the Code.
- 5.2. CEB hereby agrees to be bound by and at all times to comply with the Code, and the Facility Owner acknowledges and agrees that CEB is bound at all times to comply with the Code in addition to complying with the provisions of this Agreement.
- 5.3. The Facility Owner hereby agrees to be bound by and at all times to comply with the Code, and CEB acknowledges and agrees that the Facility Owner is bound at all times to comply with the Code in addition to complying with the provisions of this Agreement.
- 5.4. In addition to this Agreement, whenever applicable, the relationship between CEB and the Facility Owner will be governed by the Code, CEB's Conditions of Service, Electricity Act, Electricity Regulations, and relevant regulations that have been and shall be decreed.
- 5.5. In the event of a conflict or an inconsistency between a provision of this Agreement and a provision of the CEB's Conditions of Service, the provision of this Agreement shall govern.
- 5.6. The **Specific Terms and Conditions of the CEB Carbon Neutral Industrial Sector (CNIS) Renewable Energy (RE) Scheme**, detailed in the **Annex 2** of this Agreement, forms part of this Agreement.

6. Tariff, Charges, Billing and Settlement

- 6.1 Both Parties agree that the CNIS RE Scheme operates under the principle of off-setting of energy imported from the CEB grid against energy exported by the Facility with the mandatory application of the unbundled time-of-use tariff³ applicable under the Scheme.
- 6.2 Pursuant to the Specific Terms and Conditions of the CNIS RE Scheme, given in the **Annex 2**, the unbundled time-of-use electricity tariff, which may be amended /

³ The unbundled time-of-use tariff is subject to the approval of the Utility Regulatory Authority (URA) after its filing by the CEB to the URA. The procedure to seek the approval of the URA for the said unbundled time-of-use tariff will be undertaken in due course.

restructured under relevant legislation(s), as and when required, applicable on a monthly basis to the electricity contract account(s), as provided by the Facility Owner, linked to the Facility, shall be as defined in the Unbundled Time-of-Use Electricity Tariff Schedule given in the **Annex 3**.

6.3 The Facility Owner hereby confirms that all necessary actions / measures were taken and accordingly agreement of the Customer(s) whose electricity contract account is (are) listed in the **Annex 4** has (have) been received for the change of the existing electricity tariff of the electricity contract account(s) to the unbundled time-of-use tariff whose structure has been defined in the Schedule given in the **Annex 3** and also that the provided electricity contract account(s) shall not be used for the purpose of energy offsetting, net-metering and/or gross-metering in other SSDG/MSDG application(s), unless CEB's prior approval has been obtained.

6.4 **The Facility Owner hereby commits to give to the CEB a true copy of the written agreement(s), in the standard format given in the Annex 5, of the Industrial Customer(s), whose electricity contract account is (are) listed in the Annex 4, prior to this Agreement. Otherwise, the value of the energy exported will not be credited to the relevant electricity contract account(s).**

6.5 Under the terms and conditions of this Agreement, as from the COD, all energy (kWh) generated, after adjusting for energy losses, from the Facility shall be considered as exported to the CEB grid for offsetting energy (kWh) imported from the CEB by the Customer(s) whose electricity contract account(s) has (have) been listed in the **Annex 4**. The energy exported shall be apportioned in the percentage share(s) mentioned in the **Annex 4** and the equivalent calculated monetary value, denominated in Mauritian rupees, shall be credited to the listed electricity contract account(s).

6.5.1 For the purpose of calculating the monthly bill, the total monthly electricity (kWh) consumption of the Customers of the electricity contract accounts listed in the **Annex 4** shall be calculated by the formula below: -

$$C = P + I - E$$

Where,

C is the total monthly electricity (kWh) consumption;

P is the total energy (kWh) production by the RE facility;

I is the total energy (kWh) imported from CEB; and

E is the total energy (kWh) exported to CEB.

6.6 Incidental excess energy exported (energy remained after offsetting) shall be processed pursuant to the terms and conditions of the Scheme.

6.6.1 The rate for the purchase of incidental excess energy (if any), which shall be valid during the initial four years of operation of the RE facility, shall be Rs 1.86 per kWh. After the initial four years, excess energy generated will be banked and rolled over to successive billing periods. However, the

counter of the banked energy shall be reset to zero on 1st January every year thereafter.

- 6.7** Any energy exported to the CEB grid prior to the COD shall be considered as free energy.
- 6.8** Credit balance (Rs), if any, in the Prosumer(s) electricity contract account(s) linked to the Facility, shall be carried forward for next and successive billing periods, as the case will warrant, and be used to net off charges raised by CEB for its electricity services to the Prosumer(s)' premises.
- 6.9** The credit balance (Rs), if any, in the Prosumer(s)' electricity contract account(s), may be encashed once per year, after the cycle of twelve billing periods has been completed, or upon the permanent closing of the electricity contract account(s) or in exceptional cases upon mutual agreement.
- 6.10** All related charges, which include rental of meters, telecommunication, connection and disconnection of electricity supply and the Facility, as determined by the CEB, shall be at the cost of the Prosumer(s).
- 6.11** Other electricity services related charges, as defined in the Schedule in the **Annex 3**, shall be applied to the Prosumer(s) electricity contract account(s). Demand Charge, Minimum Charge, Security Deposit, TV licence, etc., as would be applicable to the Prosumer(s)' electricity contract account(s), shall be billed in accordance with the CEB prevailing billing principles, which may be changed, as and when required, and communicated thereof.
- 6.12** Billing and settlement activities, unless otherwise specified, shall be in accordance with the procedures set out in the Electricity Act and/or relevant Electricity Regulations, including as per future amendments.
- 6.13** Payments of all payable charges shall be made within given due dates to avoid disconnection of the Facility, including the electricity supply to the premises, from the grid.
- 6.14** In case of default, failing to remedy after a period of cure of not more than 30 days, which is subject to change, as and when required, the relevant electricity contract account will be permanently closed entailing either the cancellation of the present Connection Agreement or the share of the energy exported to the CEB grid be considered as free energy.
- 6.15** Any settlement of payment, if applicable, will be made within a period of 30 days as from the date of receipt of a signed VAT invoice, if applicable, except for situation of dispute or force majeure.

6.16 The Prosumer(s) shall implement energy efficiency (EE) measures identified following the completion of an energy audit exercise in line with prevailing regulations. Evidence(s) in relation to the implementation of EE measure(s) should be produced prior to the commissioning of the Facility.

7. Metering

7.1 For the purpose of the Gross-metering principle, under which the Facility will be managed in the CEB grid, the Facility shall be equipped with production and import-export meters, as applicable.

7.2 The meters will be supplied by CEB who will keep full administrative and technical control on and of the meters and their associated metering equipment.

7.3 The meters, which will be programmed and installed by CEB, shall be used for registering, monitoring and billing, as applicable, of the power generation output, electricity import and electricity export by and from the Facility.

7.4 The power generation output of the Facility shall be measured by the production meter and also via the Inverters.

7.5 The Prosumer(s), including the Facility Owner, shall at all times ensure that the meters are fully accessible to CEB and/or its associates and are properly secured on its premises.

7.6 All related costs for metering shall be borne by the Facility Owner and/or the Prosumer(s).

8. Access to Information

8.1 All information recorded by the Inverter, including the power generation output of the Facility, shall be read through the internet using a web link that the Facility Owner (Facility Owner) has agreed to provide to CEB upon the commissioning of the Facility.

8.2 The Facility Owner also commits to provide CEB a free copy of the operating software and application(s) for the data downloading from the Facility.

8.3 If required, CEB may validate the power generation output recorded by the Inverter of the Facility with the meter readings of the CEB's production meter.

8.4 Where necessary, as and when required, the Facility Owner shall give full access to the CEB for downloading data series directly from the Inverter of the Facility.

8.5 If required by CEB, the Facility Owner shall also unconditionally provide CEB access to related web tools, webpages and databases of the Facility.

- 8.6** The Facility Owner undertakes to provide CEB with all necessary information, which would include, among others, facts, figures and readings of the Facility.
- 8.7** The Parties agree that no third party shall hold access to the web tools, webpages and databases of the Facility.

9. Representations and Warranties

9.1. The Facility Owner represents and warrants to CEB as follows and acknowledges that the CEB is relying on the following representations and warranties without independent inquiry in entering into this Agreement:-

- (a) the Facility is as described in the **Section 3** above;
- (b) it has read and taken full cognizance of all information relating to the Scheme and all information submitted by the Facility Owner is true and correct;
- (c) the Facility is in compliance with all applicable technical requirements and laws, including safety rules as provided in CEB's safety manual;
- (d) that the Facility Owner associates, employees and/or contractors, as and when applicable, at all times have complied and shall comply with CEB prevailing safety procedures (including in relation to clearing, switching, isolation, testing, earthing and work permits) applicable to CEB's system, substations, premises, facilities and other equipment as may be notified to the Facility Owner by CEB from time to time;
- (e) The Facility Owner has been given warranty information and operation manuals for the Facility, as applicable;
- (f) The Facility Owner responsible technical personnel has been adequately instructed in the operation and maintenance of the Facility and the Facility Owner has developed and implemented an operation and maintenance plan based on those instructions;
- (g) The Facility Owner resources including but not limited to, its personnel, agents, partners, representatives and subcontractors, as may be deployed from time to time for the fulfilment of its obligations in terms of the present Agreement, possess the relevant professional adequacy, know-how and expertise;
- (h) The Facility Owner delegated officer has all necessary power, authority and capacity to enter into this Agreement and to perform the former's obligations under this Agreement;
- (i) The Facility Owner is acting on its own account, and its decision to enter into this Agreement is based on its own judgement, not in reliance upon the advice or recommendations of the other Party and it is capable of assessing its merits and understanding, and understands and accepts the terms, conditions and risks of this Agreement;
- (j) The Facility Owner has not relied on any promises, representations, statements or information of any kind that are not contained in this Agreement in deciding to enter into this Agreement;

- (k) this Agreement is legally binding on and enforceable against the Facility Owner and/or its associates in accordance with its terms;
- (l) The Facility Owner holds all permits, licences, agreements, consents, and other authorizations that may be necessary to enable it to engage in the construction of the Facility;
- (m) during the term of this Agreement, as may be from time to time extended, the Facility Owner shall not dispose of the whole or any part of its rights over the Facility, whether proprietary or otherwise, in any manner whatsoever, without the prior consent in writing of CEB; and
- (n) any individual signing this Agreement on behalf of the Facility Owner has been duly authorized by the latter to sign this Agreement and has the full power and authority to bind the Facility Owner.

9.2. CEB represents and warrants to the Facility Owner as follows and acknowledges that the latter is relying on the following representations and warranties without independent inquiry in entering into this Agreement:-

- (a) CEB's resources including but not limited to, its personnel, agents, partners, representatives and subcontractors, as may be deployed from time to time for the fulfilment of CEB's obligations in terms of the present Agreement, possess the relevant professional adequacy, know-how and expertise;
- (b) CEB is duly incorporated under the laws of the Republic of Mauritius;
- (c) CEB has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement;
- (d) this Agreement is legally binding on and enforceable against CEB in accordance with its terms; and
- (e) any individual signing this Agreement on behalf of CEB has been duly authorized by CEB to sign this Agreement and has the full power and authority to bind CEB.

10. Interconnection, Operation and Monitoring of the Facility

10.1. The Facility shall be constructed, installed, operated and maintained in compliance with the Code.

10.2. Operation of the Facility shall abide to the Operation Procedure provided by the Installer. The Operation Procedure should be mandatorily affixed on the Facility Owner's side of the Distribution System.

10.3. The Facility shall be accessible at all times, located for ease of access to CEB's personnel, and shall be capable of being locked in the open position, as defined in the Code.

10.4. CEB shall be free to disconnect the Facility from the Distribution System should the Facility affect the operation of the Distribution System.

- 10.5.** The Facility Owner shall follow the CEB's procedures for switching, clearance, tagging, and locking of the Facility.
- 10.6.** The Facility Owner shall delegate a representative who shall provide assistance to CEB in respect of the Facility whenever requested by CEB. The Facility Owner shall communicate officially the name and provide the contact details of its delegated representative prior to the signing of the Agreement. The Facility Owner shall promptly inform CEB of change of representative, if any.
- 10.7.** The Facility Owner delegated representative shall also be responsible to report promptly security issues to CEB and to the former regarding the Facility. All security issues shall be recorded into a logbook.

11. Modification to the Facility

- 11.1** The Facility Owner shall not make, without CEB's prior consent, any modification or addition to the Facility, which includes modification of connection assets, except where the modification will not increase the maximum electrical output of the Facility. In such case, the Facility Owner shall give the CEB no less than 15 working days' prior notice before the modification will be made.
- 11.2** Where the modification will increase the maximum electrical output of the Facility, the Facility Owner shall submit a new application for connection. CEB reserves the right to accept or reject the application.
- 11.3** If the application is admissible, CEB shall process the application for connection in accordance with **Section 5** of this Agreement, the prevailing or other relevant Schemes, if any, and other conditions that will be in force at the time of the new application.
- 11.4** The Facility Owner shall not commence any modification until all necessary procedures have been duly completed.
- 11.5** In the event the Facility Owner applies for relocation of the Facility to another location during the lifetime of this Agreement, the request may be entertained subject to a network impact assessment or survey in the area where the Facility will be relocated.
- 11.6** In respect of the relocation of the Facility, the Facility Owner shall fulfil all required procedures and shall sign an addendum to the Connection Agreement, which will last only for the remaining number of years.

12. Indemnity

- 12.1** In relation to the Facility, the Facility Owner shall indemnify CEB for damages claimed by third parties where the cause of the loss or damage is due to acts and/or omissions of the Facility Owner or its representative or any of its associates.
- 12.2** In relation to the Facility, CEB shall indemnify the Facility Owner for damages claimed by third parties where the cause of the loss or damage is due to proven acts and/or omissions of CEB or its representative or any of its associates.

13. Liability

- 13.1** Each Party shall have a duty to mitigate any losses relating to any claim for indemnification from the other Party that may be made in relation to that other Party. Nothing in this section shall require the mitigating Party to mitigate or alleviate the effects of any strike, lockout, restrictive work practice or other labour dispute.
- 13.2** Each Party shall give prompt notice to the other Party of any claim with respect to which indemnification is being or may be sought under this Agreement.
- 13.3** Neither Party shall be liable to each other for any damage caused during cyclonic/surge/lightning or any other adverse conditions beyond its control which may prevail during the installation and operation of the Facility.
- 13.4** Provided it has been proven, the Facility Owner shall not be held liable in case of tampering of any of the meters including associated equipment.
- 13.5** Where tampering is detected, all CEB's obligations, under this Agreement, would be suspended, except for accepting energy injection to its network at zero cost. The party responsible for any tampering shall bear all liabilities, as shall be determined by CEB, thereof and promptly initiate and execute remedial action(s).

14. Access to the Facility

- 14.1.** Each Party shall ensure that its respective facilities are secured at all times.
- 14.2.** The Facility Owner shall permit and, if the place on which the Facility is located is not owned by the latter, cause such landlord/owner/management agent to permit the CEB's employees and agents to enter the site on which the Facility is located at any reasonable time.
- 14.3.** Such access shall be provided for the purposes of inspecting and/or testing the Facility as and when permitted by this Agreement, the Code or the CEB's Conditions of Service or as required to ensure the continued safe and satisfactory operation of the Facility, to ensure the accuracy of the CEB's meters, to establish work protection, or to perform work.

- 14.4.** CEB shall have access to and be at liberty to remove, test, inspect and replace its meter(s) at all reasonable times. In case of damage to the meter(s), the Facility Owner shall be held liable to refund the cost of damaged meter(s) and pays the full cost of new meter(s) including the installation cost.
- 14.5.** Any inspecting and/or testing referred to in **Subsection 14.2** shall not relieve the Facility Owner from its obligation to operate and maintain the Facility and any related equipment owned by the Facility Owner in a safe and satisfactory operating condition and in accordance with this Agreement.
- 14.6.** Any access and intervention by CEB, its personnel and/or respective representatives in terms of the present Agreement shall be proceeded with all due diligence and care and as expeditiously as possible. CEB shall not, in proceeding as aforesaid, unduly or unreasonably interfere with the conduct of any activities and business lawfully carried on the Facility Owner's premises.

15. Disconnection of the Facility to Permit Maintenance and Repairs

- 15.1.** To the extent possible and practicable, CEB will inform the Facility Owner of any planned power outage in the Distribution System which may impact the Facility or its connection.
- 15.2.** CEB will make reasonable efforts to ensure that the outages referred to in **Subsection 15.1** will be of minimal duration and cause minimal inconvenience.
- 15.3.** In connection with any planned power outage, either Party shall be free to disconnect or isolate, or require the disconnection or isolation of the Facility or system to allow its employees, contractors or agents to construct, maintain, repair, replace, remove, investigate or inspect the Facility in accordance with the terms of this Agreement and good utility practices.
- 15.4.** Where practical, prior to temporarily isolating or disconnecting the Facility from the Distribution System, the Facility Owner shall give CEB a prior notification.

16. Dispute Resolution

- 16.1.** If any dispute of whatever nature in relation to this Agreement arises between the Parties and so notified in writing by either Party to the other party, shall, in the first instance, be attempted for an amicable resolution.
- 16.2.** If a dispute cannot be resolved pursuant to **Subsection 16.1**, either Party may require such dispute to be referred to an expert, having competence in the dispute field, agreed by both Parties for amicable settlement.
- 16.3.** Any dispute which is not resolved amicably shall be finally decided by reference to arbitration in accordance with the International Arbitration Act 2008 of the Republic of Mauritius.

- 16.4.** This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the award in the arbitration proceedings.
- 16.5.** The Parties agree that this Agreement shall be governed by the laws of Mauritius and that any dispute, controversy or claim arising in respect thereof shall be resolved amicably between the authorised representatives of both Parties within a mutually agreed period of time.
- 16.6.** At all times, the Parties agree to use their best efforts for resolving all disputes arising in respect of this agreement promptly, equitably and in good faith, and further agree to provide each other to with reasonable access during normal business hours to non-privileged record, information and data pertaining to any such disputes.

17. Data Protection

- 17.1.** All personal data contained in the Agreement shall be processed in accordance with the Data Protection Act 2017 on the protection of individuals with regard to the processing of personal data. Such data shall be processed solely in connection with the implementation and follow-up of the Agreement by the CEB, without prejudice to the possibility of passing the data to the bodies responsible for inspection and audit in accordance with Data Protection Act 2017. The Prosumer may, on written request, gain access to his/her personal data and correct any information that is inaccurate or incomplete. He/she should address any questions regarding the processing of his/her personal data to the CEB.

18. Amendments

- 18.1.** The Parties may by mutual agreement amend this Agreement to reflect changes that may occur during the term of this Agreement.
- 18.2.** Any amendment to this Agreement shall be made in writing and duly executed by both Parties.
- 18.3.** In the event the Facility Owner wishes to transfer the Facility to another party during the lifetime of this Agreement, the other party shall undertake the necessary procedures to transfer the electricity contract account and the Facility onto his/her/its name.
- 18.4.** Pursuant to the **Subsection 18.3**, the other party of the Facility shall fulfil all required procedures and shall sign an addendum to the Connection Agreement, which will last only for the remaining number of years.

- 18.5.** In the event the Facility Owner intends to sell the Facility, along with his/her/its premises to another party, during the lifetime of this Agreement, he/she/it shall seek the prior written consent of the CEB.
- 18.6.** The new owner of the Facility, after having completed all necessary procedures and opened a new electricity contract account in his/her name, shall sign the addendum to the Connection Agreement, which will include the terms and conditions of the most appropriate scheme available at that point in time. The new Connection Agreement will have a duration not exceeding the remaining number of years of the initial Connection Agreement.

19. Terms of Agreement and Termination

- 19.1.** This Agreement shall become null and void if all terms and conditions, as required by the CEB's Conditions of Service, **Annex 2** of this Agreement, SSDG/MSDG Grid Codes, Electricity Act, Electricity Regulations and **Section 21**, are not duly met.
- 19.2.** This Agreement shall become null and void provided the construction of the Facility has been started within a period of six months as from the date of the signing of the Agreement, except if CEB has agreed otherwise.
- 19.3.** This Agreement shall become effective as from the COD subject to the fulfilment of the **Section 21** of this Agreement and shall continue in effect for a period of **twenty years** as from the date of the COD, unless terminated in accordance with **Subsections 19.5** or **19.6**.
- 19.4.** This Agreement may be extended for a period to be mutually agreed by the Parties provided a notice of extension by either Party is issued before the expiry of the Agreement or, by mutual covenant, any other times deemed appropriate.
- 19.5.** CEB may terminate this Agreement upon any material breach of this Agreement by the Facility Owner (the "**Default**"); if the latter fails to remedy the Default within the applicable cure period referred to in **Subsection 19.7** after receipt of a written notice of the Default and the intended termination from CEB.
- 19.5.1** The Parties to this Agreement acknowledge and agree that any breach of the representations and warranties, as sets out at **Subsection 9.1** of this Agreement, by the Facility Owner shall render this Agreement null and void to all intents and purposes.
- 19.6.** The Facility Owner may terminate this Agreement upon any material breach of this Agreement by CEB (a "**CEB Default**"); if CEB fails to remedy the CEB Default within the applicable cure period referred to in **Subsection 19.7** after receipt of a written notice of the CEB Default and intended termination from the Prosumer.

- 19.6.1** The Parties to this Agreement acknowledge and agree that any breach of the representations and warranties, as sets out at **Subsection 9.2** of this Agreement, by the CEB shall render this Agreement null and void to all intents and purposes.
- 19.7.** The relevant Party shall cure a default within a reasonable period of time, which shall not be longer than ninety working days, except for force majeure.
- 19.8.** Termination of this Agreement for any reason shall not affect the liabilities of either Party that were incurred or arose under this Agreement prior to the time of termination or that expressly applies in relation to the disconnection of the Facility following termination of this Agreement.
- 19.9.** Subject to **Section 16** above, termination of this Agreement for any reason shall be without prejudice to the right of the terminating Party to pursue all legal and equitable remedies that may be available to it, including injunctive relief.
- 19.10.** The rights and remedies set out in this Agreement are not intended to be exclusive but rather are cumulative and are in addition to any other right or remedy otherwise available to a Party at law or in equity.
- 19.11.** **Subsections 19.7 to 19.9** shall survive termination of this Agreement.

20. Entire Agreement

- 20.1.** Except as expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject-matter hereof and supersedes all prior oral or written representations and agreements of any kind whatsoever with respect to the subject-matter hereof.

21. Conditions Precedent for Effectiveness of the Agreement

- 21.1.** As may be required by laws and regulations, the Facility Owner has obtained all relevant and related licence(s), permits, and authorization(s) for the Facility.
- 21.2.** The Facility Owner has submitted the true copy of the relevant agreement(s), in the format given in the **Annex 5**, of the Customer(s) whose electricity contract account(s) has (have) been listed in the **Annex 4** to this Agreement prior to the commissioning of the Facility.
- 21.3.** The Facility Owner has executed all recommendations of the Network Survey and/or Network Impact Assessment carried out by CEB and has made all payments requested by CEB in relation to the grid interconnection of the Facility.
- 21.4.** The Facility Owner has submitted the duly signed proof of order and implementation schedule prior to the start of the construction of the Facility.

21.5. The Facility Owner has issued the Certificate of Installation and has obtained the Certificate of Compliance for the Facility.

21.6. The Facility Owner has fulfilled any other relevant conditions, including those required under this Agreement to the satisfaction of CEB.

22. Notices

22.1. Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated under this Agreement shall be in writing and shall:

(a) in the case of the Facility Owner, be given by facsimile or electronic mail and by letter delivered to the address given below and marked for the attention of the persons set out below or to such other person(s) as the Prosumer may from time to time designate by notice to CEB;

_____	_____
_____	_____
_____	_____
Republic of Mauritius	Republic of Mauritius
Mobile: _____	Mobile: _____
Email : _____	Email : _____

[Fill in the above with designation of contact persons, name of the Facility Owner, office/postal address, mobile phone number and email address of contact persons]

(b) in the case of CEB, be given by facsimile or electronic mail and by letter delivered to the address given below and marked for attention of the persons set out below or to such other person(s) as CEB may from time to time designate by notice to the Prosumer.

General Manager

Central Electricity Board
CEB Corporate Office
Rue Du Savoir, Cybercity, Ebène
Republic of Mauritius
Phone: (230) 404 2000
Fax: (230) 454 7630 / 7632
e-mail: ceb@ceb.mu

Senior Engineer

MSDG Unit,
Central Electricity Board
Royal Road, Curepipe
Republic of Mauritius
Phone: (230) 601 1100
Fax: (230) 454 7630 / 7632
e-mail: ceb@ceb.mu

22.2. Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been and shall be deemed properly given upon date of receipt if delivered by hand or sent by courier, if mailed by registered or

certified mail at the time of posting, if sent by fax when dispatched (provided if the sender's transmission report shows the entire fax to have been received by the recipient and only if the transmission was received in legible form).

- 22.3.** The Prosumer shall notify CEB of the identities and contact details of its responsible officers, who shall be responsible for general communications and contract management.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Agreement to be executed in two originals by their duly authorized representatives as of the day and year written below.

[Insert Facility Owner Name]

Duly Authorized Facility Owner Representative

Title: **Mr./Mrs./Miss/Ms.**

Name: _____ *[Insert name of authorized signatory]*

NIC No.: _____ *[Insert NIC number of authorized signatory]*

Designation: _____ *[Insert designation of authorized signatory]*

VAT Number: _____

BRN: _____

Duly Authorized Representative Signature: _____

Date: _____

Seal:

CEB Duly Authorized Representatives

Title: **Mr.**

Name: _____

NIC No.: _____

Designation: **Senior Engineer – MSDG Unit**

CEB VAT Number: **22000591**

CEB BRN: **F07000041**

CEB duly Authorized Representative Signature: _____

Date: _____

CEB Seal:

Witnessed by

Title: **Mr./Mrs./Miss/Ms.**

Name: _____

NIC No.: _____

Designation: **Customer Service Officer – CEB** _____

CEB VAT Number: **22000591**

CEB BRN: **F07000041**

CEB duly Authorized Representative Signature: _____

Date: _____

CEB Seal:

Annex 1: Detailed Description of the Facility

Information on the characteristics of the main components of the Facility is as follows:

Solar PV Panels of the Facility

The Facility will comprise of the following solar PV panels:

Equipment	Make/Model	Rating (W)	Quantity
Solar Photovoltaic Modules			

[Fill in above table for solar PV modules]

Inverters of the Facility

The Facility will comprise of the following inverters:

Make	
Model	
Rated Apparent Power /kW	
Number of inverters	

[Fill in above table for inverters]

Location of the Facility

[Insert a site/location plan where the solar PV system will be installed]

Single Line Diagram of the Design of the Facility

[Insert a schematic diagram of the proposed solar PV installation, together with the existing electrical installation and any proposed changes.]

Annex 2: Specific Terms and Conditions of the CEB Carbon Neutral Industrial Sector (CNIS) Renewable Energy (RE) Scheme

The following are specific terms and conditions, amongst others, of the **CEB Carbon Neutral Industrial Sector (CNIS) Renewable Energy (RE) Scheme**: -

- (1) The CNIS RE Scheme is opened to all Industrial Customers involved in economic activities other than the sugar production and energy generation.
- (2) The RE project of a party who is in litigation with the CEB will be kept into abeyance, until the litigation is effectively settled.
- (3) An eligible Industrial Customer holding an Agreement under another RE Scheme for the same electricity Contract Account Number will have to either open a new electricity contract account or request to cancel the existing Agreement and thereafter submit an application under the new CNIS RE Scheme.
- (4) Only duly filled Application Form for RE projects of capacity up to 2 MW or Project Proposal Document for RE projects of capacity above 2 MW accompanied with all required documentation for an intended RE projects (solar or wind) will be processed.
- (5) For safety and quality reasons, it is advisable that Industrial Customer (the ultimate Project Owner) seek the support of a qualified person in the field of RE technology to assist the former in the preparation of the application.
- (6) Payment of the applicable non-refundable processing fee is mandatory. Payment of the processing fee does not guarantee registration into the Scheme.
- (7) The Customer(s) premises', whose electricity contract account(s) has (have) been listed in the **Annex 4**, electrical load should be effectively declared to CEB. If required, CEB will perform a site survey to ascertain the accuracy of the declared load. For this purpose, the Customer(s) would authorize and provide CEB's personnel necessary permission and access to carry out the detailed load survey.
- (8) The declared or assessed electrical load of the Customer(s)' premises, whose electricity contract account(s) has (have) been listed in the **Annex 4**, shall be updated in the CEB's Information System for managing the electricity services and for billing purposes.
- (9) Upon request from the Industrial Customer, future electrical load may be considered in the sizing of a solar PV system only if there is remaining capacity (MW) in the Scheme.
- (10) The capacity of Facility is to be determined based on the most recent annual electricity (kWh) consumption of the Customers whose electricity contract account(s) has (have) been listed in the **Annex 4**. In general, the most recent twelve normal billing periods will be considered for the calculation. Where available data is insufficient, extrapolation will be applied.
- (11) The final capacity (size) of the Facility shall be determined after the network impact assessment and/or network survey has/have been carried out by CEB and the

declared electrical load of the active electricity contract account(s) listed in the **Annex 4** has been effectively updated in the CEB Information System.

- (12)** In any case, the maximum capacity an RE facility under this Scheme should not exceed fifteen (15) megawatts (MW) AC. For RE facility of capacity above 2 MW, the CEB will provide the grid interconnection and network expansion requirements.
- (13)** The RE facility can be located on-site and/or off-site to generate up to 150 percent of the annual electricity requirements, based on latest monthly consumption. Each RE facility will be identified by a unique electricity contract account number assigned by CEB.
- (14)** The rate for the purchase of incidental excess energy (if any), which shall be valid during the four initial years of the RE facility, shall be Rs 1.86 per kWh. After the initial four years, excess energy generated will be banked and rolled over to successive billing periods. However, the counter of the banked energy shall be reset to zero on 1st January every year thereafter.
- (15)** For RE facility of capacity up to 2 MW, the Industrial Customer (IC) shall complete the construction of the facility within a period of 12 months as from the date of the signing of the Connection Agreement (CA), except if CEB agreed otherwise.
- (16)** For RE facility of capacity above 2 MW, the IC (Project Developer) shall complete the construction of the facility within a period of 17 months as from the date of the signing of the Interconnection Agreement (IA), except if CEB agreed otherwise.
- (17)** Only RE facilities (projects) initiated before the end of June 2023 will benefit from the advantages of the Scheme. A Letter of Commitment (LOC) as proof of the RE Project's implementation shall be provided two weeks after the issue of the Letter of Intent (LOI).
- (18)** The Facility shall at all times comply with all requirements of the relevant applicable Grid Codes including its subsequent amendments.
- (19)** The Facility Owner shall provide CEB with the web-link access, free of charge, for the downloading of the power output of the Facility.
- (20)** Where necessary, as and when required, the Facility Owner shall give full free access to CEB for downloading data series directly from the inverter and/or energy management system of the Facility. For the on-site and/or off-site data downloading, the Facility Owner shall provide CEB a free copy of the required operating software and application(s).
- (21)** Whenever required, following a notice from CEB, the Facility Owner shall give full and free access to CEB personnel and/or its associate(s) to the RE facility.
- (22)** The Facility Owner shall pay all relevant charges and costs, including the connection fee, for the setting up of the RE system.

- (23) Until properly remedied, a RE facility not complying with the applicable Grid Code and not satisfying all terms and conditions of this Scheme and other regulatory requirements, will not be considered for the grid interconnection.
- (24) The Project Owner shall obtain all necessary applicable authorizations, licences, agreements, consents, permits, etc. prior to the commissioning of the RE facility.
- (25) Where applicable, the total monthly electricity (kWh) consumption of the concerned Prosumer shall be calculated by the formula below.

$$C = P + I - E$$

Where,

C is the total monthly electricity (kWh) consumption;
P is the total energy (kWh) production by the RE facility;
I is the total energy (kWh) imported from CEB; and
E is the total energy (kWh) exported to CEB.

Note: Where an electricity contract account linked to a Prosumer is in a third-party name, prior to the signing of the Connection Agreement, the concerned Prosumer shall obtain the written acceptance of the third party for the above formula and for reclassifying the account in a specific CEB Customer Category for the purpose of billing and invoicing of the monthly electricity consumption of the account.

- (26) Further to the network impact assessment and/or network survey, whichever would be warranted, the Facility Owner and any of its associates would have no objection to the addition of other necessary terms and/or conditions for the grid interconnection of the RE facility.
- (27) As notified by CEB, the Industrial Customer (Facility Owner) shall implement all recommendations of the network impact assessment and/or network survey, whichever would be applicable, and settle all payments thereof in time.
- (28) The Facility Owner should submit the Certificate of Installation confirming compliance to the applicable Grid Codes, CEB's network impact assessment's and/or network survey's recommendations and terms & conditions of the Scheme- for the RE facility. The Certificate of Installation shall be certified by an independent qualified technical officer for RE capacity not involving installation of HT switchgear or an independent registered engineer for RE system involving installation of HT switchgear, whichever would be applicable, after the latter has performed all technical and non-technical verifications.
- (29) The Facility Owner shall sign the legally binding CA for RE facility up to 2 MW or the relevant IA for capacity above 2 MW as per given deadline.
- (30) By submitting an application under the Scheme, the Industrial Customer and its associates (the parties) unreservedly authorize CEB and/or its associates, suppliers, contractors, etc. to share the submitted information given in the application. In addition, any of the parties would have no objection that any of the mentioned CEB's parties contacting it for administrative or non-administrative matters in respect of the setting up of the RE facility.

- (31)** The application of an Industrial Customer who is in litigation with CEB - unless the litigation is effectively settled - will not be considered.
- (32)** The application of an Industrial Customer who is already operating an SSDG or MSDG for the same electricity contract account(s) under another Scheme - unless the existing agreement is terminated - will not be considered.
- (33)** To avoid delays in the implementation of the RE facility, the Industrial Customer applying for the Scheme should submit all required documentation as instructed.
- (34)** Securing a Connection Agreement (CA) or Interconnection Agreement (IA), whichever would be applicable, for the grid interconnection of an intended RE facility is mandatory. Make sure that the CA or IA has been agreed and signed prior to the setting up of the facility. It is strongly advised that payment(s) for equipment of the RE facility be initiated only after all agreements, licenses and permits, as applicable, have been properly secured.
- (35)** The Facility Owner should ensure full compliance, at all times, with the applicable Grid Codes and its amendments and with the provisions of the CA or IA.
- (36)** Modification of the setup of RE Facility, without prior CEB's authorization, will result in an automatic disconnection of the RE facility from CEB's network and the suspension of the CA or IA and thereof all CEB's therein obligations.
- (37)** The location of the meters and metering equipment within the electrical setup of each concerned RE facility will be determined during the mandatory network impact assessment and/or mandatory network survey, whichever would be warranted. On a case-to-case basis, special consideration will be given to ensure the optimal solution for the metering of the RE facility to ensure best practices.
- (38)** In accordance with the gross-metering principle, applicable under this Scheme, all energy produced by the RE facility shall be injected or shall be considered as injected into the grid.
- (39)** Consideration will be given to eligible Industrial Customers willing to transfer their applications from other CEB RE Scheme operating under the gross-metering principle, especially the MSDG Scheme, to this Scheme subject to payment of a new processing fee.
- (40)** Eligible Industrial Customers applying for this Scheme will have to implement energy efficiency (EE) measures identified following the completion of an energy audit exercise. Evidence(s) in relation to the implementation of EE measure(s) will have to be produced prior to the commissioning of the RE facility.
- (41)** In order to maximizing the benefits expected under the Scheme, the Industrial Customers undertake to engage actively and invest continuously in energy savings, energy management, demand management and response activities, load management actions to avoid peak-hours energy usage and smart technologies.
- (42)** Not complying with the terms and conditions of the CA or IA, whichever would be applicable, would entail automatic rejection of the RE project under the Scheme.

Annex 3: The Unbundled Time-of-Use Electricity Tariff⁴ Schedule

- (a) The general structure, charges for the different electricity services and associated rates of the mandatory applicable unbundled time-of-use electricity tariff, which may be amended, as and when required, unless are restructured, redefined and /or reviewed in the future, applicable on a monthly basis to the Prosumer(s)' electricity contract account(s) listed in the **Annex 4** and linked to the renewable energy (RE) Facility pursuant to the terms and conditions of the CEB Carbon Neutral Industrial Sector (CNIS) Renewable Energy (RE) Scheme, shall be as defined in the table hereunder.

Running (Energy) Charge	Import Tariff		Export Tariff
	Identifier	Rate (Rs per kWh)	Rate (Rs per kWh)
Day period (06.00 to 18.00 hours)	[A]	Maximum revised Running Charge rate of existing Tariff as per General Notice No. 1804 of 2022	Same as [A]
Evening (Peak) period (18.00 to 21.00 hours)	[B]	48.2 percent higher than [A]	Same as [A]
Night period (21.00 to 06.00 hours)	[C]	35.4 percent lower than [B]	Same as [C]
Other Charges⁵			
System Operator Service	Rs 0.040 per kWh consumed		-
Transmission Service	Rs 0.400 per kWh consumed		-
Single Buyer Service	Rs 0.015 per kWh consumed		-
Demand Charge	Rs 242 per kVA (apparent power supplied) subject to a minimum of 20 kVA		-
Service Charge	Rs 427.00 per month		-

- (b) For the purpose of calculating the monthly bill, the total monthly electricity (kWh) consumption of the concerned Prosumer shall be calculated by the formula below:.

$$C = P + I - E$$

Where,

- C** is the total monthly electricity (kWh) consumption;
- P** is the total energy (kWh) production by the RE facility;
- I** is the total energy (kWh) imported from CEB; and
- E** is the total energy (kWh) exported to CEB.

- (c) The payable Minimum Charge, Power Factor Clause, Security Deposits and Meter Rentals, where and as applicable, associated to the unbundled time-of-use electricity

⁴ The unbundled time-of-use tariff is subject to the approval of the Utility Regulatory Authority (URA) after its filing by the CEB to the URA. The procedure to seek the approval of the URA for the said unbundled time-of-use tariff will be undertaken in due course.

⁵ The Other Charges will be lumped into and appear as a single-line item on the electricity bill.

tariff assigned to the relevant electricity contract account(s), listed in the **Annex 4**, unless are restructured, redefined and /or reviewed in the future shall be applied and billed in accordance with the General Notice No. 1804 of 2022. The Minimum Charge is payable also in the case of net export of energy.

- (d) Until further notice, the rates (Rs per kWh) of the Running (Energy) Charge, mentioned above, for the different time of the day shall have the differentials whereby the evening (peak) rate shall be 48.2% higher than the day rate and the night rate shall be 35.4% below the evening (peak) rate.
- (e) For the present, the relative rates of the Running (Energy) Charge of the unbundled time-of-use tariff for mapped existing tariffs applicable to Industrial Customer Subcategories are given in the table below.

Existing Industrial Tariffs	Mapped Equivalent Running (Energy) Charge Rates (Rs per kWh)		
	Day 06.00 to 18.00 hours	Peak 18.00 to 21.00 hours	Night 21.00 to 06.00 hours
313	5.95	8.82	5.70
315	6.44	9.54	6.17
317	6.47	9.59	6.19
320	6.05	8.97	5.79
323	5.61	8.31	5.37
325	5.98	8.86	5.73
330	5.63	8.34	5.39
340	6.31	9.35	6.04
350	5.88	8.71	5.63

- (f) The structure / rates of the unbundled time-of-use (ToU) tariff shall be subject to future revision, as and when necessary. Nonetheless, as far as possible, consideration will be given to ensure that the Running Charge (energy import) rates for the different time of the day shall have the differentials whereby the evening (peak) rate shall be 48.2% higher than the day rate and the night rate shall be 35.4% below the evening (peak) rate.
- (g) The rate for the purchase of incidental excess energy (if any), which shall be valid during the four initial years of the RE facility, shall be Rs 1.86 per kWh. After the initial four years, excess energy generated will be banked and rolled over to successive billing periods. However, the counter of the banked energy shall be reset to zero on 1st January every year thereafter.

Annex 4: List of approved Electricity Contract Account(s) to be supplied with the renewable energy exported from the Facility

The energy exported from the RE facility can be apportioned to multiple electricity contract accounts, provided the accounts are registered in CEB Industrial Customer Category and belong to the group of companies of the Facility Owner, to off-set energy (kWh) imported from the CEB pursuant to the terms and conditions of the CEB Carbon Neutral Industrial Sector (CNIS) Renewable Energy (RE) Scheme.

Under the present Connection Agreement, the Facility Owner has provided the list of electricity contract account(s) for apportioning the net energy exported in the apportionment order of priority and percentage share(s) mentioned in the table below. The list of electricity contract account(s), apportionment order of priority and respective percentage shares should not be changed, except with the prior approval of CEB.

List of Electricity Contract Account(s) for Allocation of Net Energy Exported		
Apportionment Order of Priority	Electricity Contract Account Number	Percentage Shares of Net Energy Exported for offsetting Energy Imported
1 st		
2 nd		
3 rd		
4 th		
5 th		
6 th		
7 th		
8 th		
9 th		
10 th		
...
n ^{th-1}		
n th		
<p>I, Mr./Mrs./Ms. _____, designated representative of the Facility Owner, has been officially authorized to provide the above list of electricity contract account(s) for offsetting the net energy exported by the Facility pursuant to the terms and conditions of the CNIS RE Scheme in the apportionment order of priority and percentage shares mentioned thereat.</p>		
Signature:		Date:

Company seal required

Annex 5: Standard Format of Electricity Contract Account Holder's Agreement

Name of the Organization as per Certificate of Incorporation <i>(Attach a copy of the Certificate of Incorporation)</i>		
Name on Electricity Contract Account <i>(Attach a copy of the latest electricity bill)</i>		
Electricity Contract Account Number		
Authorized Representative Full Name and Designation <i>(Provide official letter of authorization and a copy National Identity Card)</i>		
	Mobile Number:	Email Address:

I, **Mr./Mrs./Ms.** _____ *[Insert full Name]*, _____ *[Insert Designation (should not be below the rank of Managing Director)]* of the above-mentioned Organization, hereby confirm that we have agreed to the following: -

1. Our participation in the development of the Facility under the CEB Carbon Neutral Industrial Sector (CNIS) Renewable Energy (RE) Scheme launched in January 2023.
2. Provide our electricity contract account listed in the **Annex 4** of the Connection Agreement which will be signed between the CEB and the Facility Owner _____ *[Insert Name of the Facility Owner]*.
3. Change of the existing electricity tariff, assigned to our above-mentioned Electricity Contract Account, to the unbundled time-of-use electricity tariff defined under the CNIS RE Scheme pursuant to the terms and conditions of the Scheme.
4. In the event of any change, the Facility Owner shall inform the CEB for appropriate action(s). In any situation, the CEB shall not carry any liability towards us.
5. The Percentage Share of Net Energy Exported for offsetting Energy Imported, mentioned in the **Annex 4** of the aforementioned Connection Agreement, which shall be used to offset, to the extent possible, the energy (kWh) consumed under our above-mentioned Electricity Contract Account Number.

Signature of Authorized Representative:
(Should not be below the rank of Managing Director)

Company seal required

Date: _____