CENTRAL ELECTRICITY BOARD

CEB SCHEME FOR CORPORATE ENTITIES' ELECTRIC VEHICLES CHARGING

CONNECTION AGREEMENT [1]

Between

CENTRAL ELECTRICITY BOARD

and

_____

[Insert Customer Name, as on electricity bill][2]

for the grid interconnection of a _____ **kW**

[Insert proposed solar PV capacity, as on MSDG application form]

Solar Photovoltaic Distributed Generation System

at _____

[Insert site address]

Date: _____

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[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 Customer name is different on electricity bill and the application form, please contact CEB Customer Service for the necessary procedure prior to filling the Connection Agreement.*

[Insert customer name, as on electricity bill]

_____ kW Solar Photovoltaic System

[Insert solar PV capacity]

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 Senior Engineer

AND

The _____ *[Insert customer name]* (the "Prosumer"), duly represented by **Mr./Mrs./Miss/Ms.** _____ (National Identity Card No.: _____), its _____ *[Insert full name, NIC number and designation of 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 the Prosumer 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/CEV/**_____ *[Leave blank]*, has been installed on the Prosumer's premises at _____ *[Insert site address]*, Republic of Mauritius.

(iii) WHEREAS the Prosumer 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 Scheme for Corporate Entities Charging of Electric Vehicles** 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 the Prosumer's application for the grid interconnection of the Facility under the **CEB Scheme for Corporate Entities Charging of Electric Vehicles**, launched in April 2022, 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, relevant legislation and regulations, the Code, and the terms & conditions set out in this Agreement, CEB has agreed to offer through its Distribution System, and the Prosumer 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. "Prosumer" is as defined in the General Notice 114 of 2016 and in this Agreement _____ *[Insert Customer Name]* is the Prosumer, who is registered with the **Business Partner (BP) number** _____ *[Insert customer's Business Partner Number, as on electricity bill]* in CEB information system.

1.3. "MSDG", as described in the CEB MSDG Grid Codes, stands for Medium-Scale Distributed Generation.

1.4. "SSDG", as described in the CEB SSDG Grid Code, stands for Small-Scale Distributed Generation.

1.5. "Grid Integration" refers to the continuous management by the CEB of the influence of the Facility on the grid.

1.6. "Gross metering" is the process of measuring and recording total energy exported to the CEB grid by the Facility; thereafter, the total quantity of energy exported, which is valued at the tariff "T", is credited to the Prosumer's electricity contract account.

1.7. "RE" stands for Renewable Energy.

1.8. "COD", which stands for 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 Prosumer shall be the sole entity responsible for the operation of the Facility.

2.2. Prior to signing this Agreement, the Prosumer 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 Generator (SSDG/MSDG) solar photovoltaic system of _____ *[Insert solar PV capacity as informed by CEB]* **kilowatt-peak (kW_p) DC** installed capacity and is registered initially under the electricity Contract Account bearing number _____ *[Insert Contract Account number, as on 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 / 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 Prosumer 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 Prosumer 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 Prosumer 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 Prosumer hereby agrees to be bound by and at all times to comply with the Code, and CEB acknowledges and agrees that the Prosumer 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 Prosumer 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 Scheme for Corporate Entities Charging of Electric Vehicles, detailed in the **Annex 2** of this Agreement, forms part of this Agreement.

6. Tariff, Charges, Billing and Settlement

6.1 The energy import tariff, which may be amended / restructured under relevant legislation(s), as and when required, applicable on a monthly basis to the electricity contract account(s) linked to the Facility and the EV(s) charging facility respectively, is as defined in the Electricity Tariff Schedule given in the **Annex 3**.

6.2 Under the terms and conditions of this Agreement, as from the COD, all energy (kWh) generated by the Facility shall be considered as exported to the CEB grid for feed-in or considered as feed-in to the Prosumer's premises. The energy exported shall thus be considered as if sold and repurchased by the Prosumer.

6.3 The energy (kWh) exported, as metered by CEB's import-export meter, shall be valued at the Tariff **(T)**.

6.4 The fixed rate of the Tariff **(T)**, denominated in Mauritian rupees, under this Agreement is agreed to be **Rs. 3.73 per unit (kWh).** The fixed rate shall be valid for the whole duration of the Agreement.

6.4.1 Where electricity tariff(s) lower than the Tariff (T) has/have been allocated to the electricity contract account(s) linked to the intended solar PV project, the Tariff (T) will be adjusted to the Tariff (T_w), which shall be a weighted average of T and the applicable electricity tariff(s) allocated to the account(s). The weights will be the shares of energy imported, under each electricity contract account, and the energy production by the solar PV project.

6.5 For the purpose of invoicing and billing of the CEB's electricity services and the Gross-metering principle underlying the CEB Scheme for Corporate Entities Charging of Electric Vehicles, under which the Facility will be accommodated in the CEB grid, the electricity consumption of the Prosumer's premises, located at the address mentioned on page 2 above, shall be calculated by the formula below if applicable.

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 Any energy supply to the grid prior to the COD shall be considered as free energy.

6.7 The total amount (Rs) of the energy exported shall be used to net off charges raised by CEB for its electricity services to the Prosumer's premises located at the address mentioned above.

6.8 Credit balance (Rs), if any, in the Prosumer's electricity contract account linked to the Facility, shall be carried forward for next and successive billing periods, as the case will warrant, and use to net off charges raised by CEB for its electricity services to the Prosumer's premises located at the address mentioned above.

6.9 The credit balance (Rs), if any, in the Prosumer's electricity contract account, 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 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.

6.11 Other electricity consumption related charges (Demand Charge, Minimum Charge, Security Deposit, TV licence, etc.), as would be applicable to the Prosumer's electricity contract account, embedded in the applicable Electricity Tariff, shall be billed in accordance with the CEB prevailing billing principles, which may be changed, as and when required, and communicated by way of Notice.

6.12 Billing and settlement activities, unless otherwise specified, shall be in accordance with the procedures set out in Section 10 of the Electricity Act 1939 and/or as per future amendments.

6.13 The Prosumer shall ensure that payments of all payable charges are made within given due dates to avoid disconnection of the RE system, 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 60 days, which is subject to change, as and when required, the Prosumer electricity contract account will be permanently closed entailing the cancellation of the present Connection Agreement.

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.

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 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 Prosumer, except for the initial costs of the metering equipment which will be provided by CEB.

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 Prosumer has agreed to provide to CEB upon the commissioning of the Facility.

8.2 The Prosumer 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 Prosumer 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 Prosumer shall also unconditionally provide CEB access to related web tools, webpages and databases of the Facility.

8.6 The Prosumer 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 Prosumer 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 Prosumer 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 Prosumer's 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 Prosumer by CEB from time to time;
(e) The Prosumer has been given warranty information and operation manuals for the Facility, as applicable;
(f) The Prosumer's responsible technical personnel has been adequately instructed in the operation and maintenance of the Facility and the Prosumer has developed and implemented an operation and maintenance plan based on those instructions;
(g) The Prosumer'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 the Prosumer's obligations in terms of the present Agreement, possess the relevant professional adequacy, know-how and expertise;
(h) The Prosumer's delegated officer has all necessary power, authority and capacity to enter into this Agreement and to perform the Prosumer's obligations under this Agreement;
(i) The Prosumer's 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 Prosumer 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 Prosumer in accordance with its terms;

(l) The Prosumer holds all permits, licences 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 Prosumer 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 Prosumer has been duly authorized by the Prosumer to sign this Agreement and has the full power and authority to bind the Prosumer.

9.2. CEB represents and warrants to the Prosumer as follows and acknowledges that the Prosumer 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 Prosumer'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 Prosumer shall follow the CEB's procedures for switching, clearance, tagging, and locking of the Facility.

10.6. The Prosumer shall delegate a representative who shall provide assistance to CEB in respect of the Facility whenever requested by CEB. The Prosumer shall communicate officially the name and provide the contact details of its delegated representative prior to the signing of the Agreement. The Prosumer shall promptly inform CEB of change of representative, if any.

10.7. The Prosumer delegated representative shall also be responsible to report promptly security issues to CEB and to the Prosumer regarding the Facility. All security issues shall be recorded into a logbook.

11. Modification to the Facility

11.1 The Prosumer 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 Prosumer 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 Prosumer 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 Prosumer shall not commence any modification until all necessary procedures have been duly completed.

11.5 In the event the Prosumer applies for relocation of the Facility to another location during the lifetime of this Agreement, the request may be entertained subject to a network survey in the area where the Facility will be relocated.

11.6 In respect of the relocation of the Facility, the Prosumer 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 Prosumer 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 Prosumer or its representative or any of its associates.

12.2 In relation to the Facility, CEB shall indemnify the Prosumer for damages claimed by third parties where the cause of the loss or damage is due to 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 Prosumer 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 Prosumer shall permit and, if the place on which the Facility is located is not owned by the Prosumer, 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. 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.

14.3. 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 Prosumer 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.

14.4. Any inspecting and/or testing referred to in **Subsection 14.2** shall not relieve the Prosumer from its obligation to operate and maintain the Facility and any related equipment owned by the Prosumer in a safe and satisfactory operating condition and in accordance with this Agreement.

14.5. 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 Prosumer's premises

15. Disconnection of the Facility to Permit Maintenance and Repairs

15.1. To the extent possible and practicable, CEB will inform the Prosumer 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 Prosumer 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 Prosumer and CEB 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, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, which has not been resolved amicably, shall be settled by arbitration in accordance with the Arbitration Rules of the Mauritius International Arbitration Centre governed by the International Arbitration Act 2008.

16.3.1 The seat or legal place of the arbitration shall be Mauritius and the language of the proceedings of the arbitration shall be English.

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 the Republic 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. Amendments

17.1. The Parties may by mutual agreement amend this Agreement to reflect changes that may occur during the term of this Agreement.

17.2. Any amendment to this Agreement shall be made in writing and duly executed by both Parties.

17.3. In the event the Prosumer 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 SSDG/MSDG installation onto his/her/its name.

17.4. Pursuant to the **Subsection 17.3**, the other party (the future prosumer) 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.

17.5. In the event the Prosumer 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.

17.6. 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.

17.7. In the event the Prosumer applies for relocation of the Facility to another location during the lifetime of this Agreement, same shall be entertained subject to a network survey in the area where the Facility will be relocated. Thereafter, an addendum to the Connection Agreement shall be signed by the Prosumer for the remaining number of years and all required procedures shall be followed accordingly.

18. Data Protection

18.1. All personal data contained in this 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.

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 completed 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 Prosumer (the **"Prosumer's Default"**); if the Prosumer fails to remedy the Prosumer's Default within the applicable cure period referred to in **Subsection 19.7** after receipt of a written notice of the Prosumer's 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 Prosumer shall render this Agreement null and void to all intents and purposes.

19.6. The Prosumer 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 Prosumer has obtained all relevant and related licence(s), permits and authorization(s) for the Facility.

21.2. The Prosumer in respect of the grid interconnection of the Facility, has executed all recommendations issued by CEB and has made all payments requested by CEB.

21.3. The Prosumer has submitted the duly signed proof of order and implementation schedule prior to the start of the construction of the Facility.

21.4. The Prosumer has issued the Certificate of Installation and has obtained the Certificate of Compliance for the Facility.

21.5. The Prosumer has submitted all documents as required by CEB and 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 Prosumer, 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 Customer, 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	**Senior Engineer**
Central Electricity Board	MSDG Unit,
CEB Corporate Office	Central Electricity Board
Rue Du Savoir, Cybercity, Ebène	Royal Road, Curepipe
Republic of Mauritius	Republic of Mauritius
Phone: (230) 404 2000	Phone: (230) 601 1100
Fax: (230) 454 7630 / 7632	Fax: (230) 454 7630 / 7632
e-mail: ceb@intnet.mu	e-mail: ceb@intnet.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 Customer Name]

Duly Authorized Representative

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

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

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

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

VAT Number: _____

BRN: _____

Duly Authorized Representative Signature: _____

Date: _____ Seal:

CEB Duly Authorized Representatives

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

Name: _____

NIC No.: _____

Designation: **Senior Engineer – MSDG Unit**

CEB duly Authorized Representative Signature: _____

Date: _____ CEB Seal:

Witnessed by

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

Name: _____

NIC No.: _____

Designation: **Customer Service Officer – CEB**

CEB duly Authorized Representative Signature: _____

Date: _____ CEB Seal:

CEB VAT Number: **22000591**

CEB BRN: **F07000041**

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:

Make	
Model	
Rating (W)	
Number of PV Panels	

[Fill in above table for solar PV modules]

Inverters of the Facility

The Facility will comprise of the following inverters:

Type of Inverter (String/Micro)	
Make	
Model	
Rated Apparent Power /kW	
Number of inverters	

[Fill in above table for inverters]

Information on the Interconnection Transformer

Rated voltage (HV/LV)	
Rated Power (MVA rating)	
Vector Group	

[Leave above table blank]

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 Scheme for Corporate Entities' Electric Vehicles Charging

The following are specific terms and conditions, amongst others, of the CEB Scheme for Corporate Entities' Electric Vehicles Charging: -

(1) The Corporate Entity should hold an active electricity contract account for using electricity solely for charging four-wheel electric vehicles (EVs) to be eligible for the Scheme. The Corporate Entity should provide proof of ownership of the EV(s).

(2) Only duly filled in application form accompanied with all required documentation for the intended solar PV system will be processed.

(3) For safety and quality reasons, the concerned Corporate Entity should seek the support of a qualified person in the field of RE technology prior to fill in the application form.

(4) Payment of the applicable non-refundable processing fee is mandatory. Payment of the processing fee does not guarantee registration into the Scheme.

(5) The Corporate Entity's premises', where the solar PV system will be installed, 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 Corporate Entity would authorize and provide CEB's personnel necessary permission and access to carry out the detailed load survey.

(6) The declared or assessed electrical load of the Corporate Entity's premises, linked to the electricity contract account given in the application form, shall be updated in the CEB's information system for managing the electricity services and for billing purposes.

(7) Under this Scheme, subject to satisfying all terms and conditions of the Scheme, a Corporate Entity will be allowed to install an on-site or off-site solar PV system of a capacity (kWp DC) equivalent to meet the annual energy (kWh) requirement of the electric vehicle (EV).

(8) The Corporate Entity shall properly size the solar PV installation so as to meet the cumulated annual energy requirement of the EV or the fleet of EVs. The formula below can be used to determine the size of the intended solar PV installation.

$$\textbf{Proposed capacity (kWp DC) of the Solar PV System} = \sum_{i=1}^{n} \Big(\textbf{EV}_i \textbf{ Energy consumption per kilometer (kWh/km)} \times \textbf{EV}_i \textbf{ average daily kilometer travelled} \times \frac{\textbf{365 days}}{\textbf{1600 hours}} \Big)$$

(9) The allowed capacity of the solar PV system and the type of electricity supply, based on the declared/connected load of the EVs charging facility, including the metering configuration shall be finalized by CEB after the submission of the application.

(10) The annual energy exported by the solar PV system should not exceed 10% of the total energy imported for the EV consumption. Surplus energy exported above the 10% will not be remunerated.

(11) The final capacity (size) of the solar PV system shall be based on CEB's recommendation(s) and the declared electrical load of the active electricity contract account(s) linked to the intended solar PV system which would have been effectively recorded/updated in the CEB information system.

(12) To qualify under this Scheme, the Corporate Entity shall make an official application for a separate electricity supply for EVs Charging Facility, which shall be metered through a dedicated set of metering equipment under a specific electricity contract account.

(13) Upon request from the Corporate Entity, future electrical load may be considered in the sizing of a solar PV system only if there is remaining capacity (MW) in the Scheme.

(14) Solar PV systems of capacity greater than 2 MW will NOT be considered under this Scheme.

(15) The installation of the solar PV system will have to be completed within a period of six (6) months as from the date of the signing of the Connection Agreement, except otherwise as provided in the Connection Agreement.

(16) The solar PV system shall at all times comply with all requirements of the relevant applicable Grid Code including its subsequent amendments.

(17) Until properly remedied, a solar PV system 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.

(18) The Prosumer shall pay all relevant charges and costs, including the connection fee, for the setting up of the solar PV system.

(19) The location of the meters and metering equipment within the electrical setup of the solar PV system shall be based on CEB's recommendation(s). On a case-to-case basis, special consideration will be given to ensure the optimal solution for the metering of the solar PV system.

(20) In accordance with the gross-metering principle, as formulated for this Scheme, all energy produced by the SSDG/MSDG RE projects (solar PV system) shall be injected or shall be considered as injected into the grid.

(21) Where applicable, the CEB 50/50 Cost Sharing Principle to finance the capital contribution for the electric network extension to connect the solar PV installation to the grid will be applied. However, the cost of the electric transformer shall be fully borne by the Corporate Entity.

(22) The Corporate Entity, being the Prosumer, shall provide CEB with the web-link access, free of charge, for the downloading of the power output of the installed solar PV system.

(23) Where necessary, as and when required, the Prosumer shall give full free access to CEB for downloading data series directly from the inverter and/or energy management system of the solar PV system. For the on-site and/or off-site data downloading, the Prosumer shall provide CEB a free copy of the required operating software and application(s).

(24) Whenever required, following a notice from CEB, the Prosumer shall give full and free access to CEB personnel and/or its associate(s) to the solar PV system.

(25) Where applicable, the total monthly electricity (kWh) consumption of the concerned Prosumer shall be calculated by the formula below.

$$\mathbf{C = P + I - E}$$

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 the Prosumer solar PV system 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) As and when required, the Prosumer 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 solar PV system.

(27) As notified by CEB, the Prosumer shall implement all CEB's recommendations on time.

(28) The Prosumer shall obtain all necessary applicable authorizations, licenses, permits, etc. prior to the commissioning of the solar PV system by CEB.

(29) For each solar PV system, the Prosumer should submit the Certificate of Compliance confirming compliance to the applicable Grid Code, CEB's network impact assessment's and/or network survey's recommendations and terms & conditions of the Scheme. The Certificate of Compliance shall be certified by a qualified technical officer or an independent registered engineer, whichever would be applicable, after the latter has performed all technical and non-technical verifications.

(30) By submitting an application under the Scheme, the Corporate Entity and its representatives unreservedly authorize CEB and/or its associates, suppliers, contractors, etc. to share the submitted information given in the application. In addition, the Prosumer would have no objection that any of the mentioned parties contacting it for administrative or non-administrative matters in respect of the setting up of the solar PV system.

(31) The application of a Corporate Entity who is in litigation with CEB - unless the litigation is effectively settled - will not be considered.

(32) The application of a Corporate Entity 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 solar PV system, the Corporate Entity should submit all required documentation together with the application form and the application is submitted as instructed.

(34) Securing a Connection Agreement for grid interconnection of the intended solar PV system is mandatory. Make sure that it has been agreed and signed prior to the setting up of the system. It is strongly advised that payment(s) for equipment of the solar PV system be initiated only after all agreements, licenses and permits, as applicable, have been properly secured.

(35) The Corporate Entity (the Prosumer) should ensure full compliance, at all times, with the applicable Grid Code and its amendments and with the provisions of the Connection Agreement.

(36) Modification of the setup of the solar PV installation, without prior CEB's authorization, will result in an automatic disconnection of the solar PV system from CEB's network and the suspension of the Connection Agreement and thereof all CEB's therein obligations.

Annex 3: Electricity Tariff Schedule

The electricity tariff applicable for energy import by the Facility is as follows: -

(a) The **Electricity Tariff**, which may be amended by General Notice, as and when required, unless is restructured, redefined and /or reviewed in the future, applicable on a monthly basis to Prosumer's electricity contract account linked to the solar PV system, shall be the electricity **Tariff _____** *[Leave blank]*, **defined in the Electricity Tariff Schedule II of the General Notice 2288 of 2010**.

(b) The payable **Minimum Charge**, associated to the Electricity Tariff assigned to the above-mentioned electricity contract account, unless is restructured, redefined and /or reviewed in the future shall be the same as defined in the electricity tariff **Schedule II of the General Notice 2288 of 2010** for the Tariff specified in the part (a) above. The Minimum Charge is payable also in the case of net export of electricity.

The electricity tariff applicable for energy import, metered through a dedicated service line and meter(s), for charging of the electric vehicle(s) or fleet of electric vehicles by the corporate entity shall be as follows: -

(a) Upon the publication of the **time-of-use (TOU) electricity tariff**, which will be applicable to corporate entities, who are electricity customers not in the CEB Domestic Customer Category, having installed electric chargers solely for the purpose of charging four-wheel electric vehicles, in the Government Gazette.