



CENTRAL ELECTRICITY BOARD

CEB Smart City Renewable Energy Scheme

CONNECTION AGREEMENT ¹

Between

CENTRAL ELECTRICITY BOARD

and

[Insert Smart City Company name, as on electricity bill]²

for the grid interconnection of a _____ kW

[Insert proposed solar PV capacity as allowed by CEB]

Solar Photovoltaic Distributed Generation System

at

[Insert site address of the solar PV facility]

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 Customer name is different on electricity bill and the CEB Smart City Renewable Energy Scheme Application Form, please contact CEB Customer Service for the necessary procedure prior to filling the Connection Agreement.

[Insert Smart City Company name, as on electricity bill]

_____ kW Solar Photovoltaic System

[Insert solar PV capacity as allowed by CEB]

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 Smart City Company name], duly represented by **Mr./Mrs./Miss/Ms.** _____ (National Identity Card No.: _____), its _____ *[Insert full name, NIC number and designation of Smart City Company 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 Smart City Company 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 **SCDG/GM/** _____ *[Leave blank]*, has been installed on _____
[Insert Smart City Company name] premises at _____
[Insert site address], Republic of Mauritius.

(iii) WHEREAS _____
[Insert Smart City Company name], who is registered with the **Business Partner (BP) number** _____ *[Insert Smart City Company’s Business Partner Number, as on*

electricity bill] in CEB information system, 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 Smart City 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 Smart City Company Name] application for the grid interconnection of the Facility under the **CEB Smart City RE Scheme**, launched in September 2019, 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 Smart City Company 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. "MSDG", as described in the CEB MSDG Grid Codes, stands for Medium-Scale Distributed Generation.
- 1.3. "SSDG", as described in the CEB SSDG Grid Code, stands for Small-Scale Distributed Generation.
- 1.4. "Grid Integration" refers to the continuous management by the CEB of the influence of the Facility on the grid.
- 1.5. "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 Smart City Company's electricity contract account.
- 1.6. "RE" stands for Renewable Energy.
- 1.7. "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 Smart City Company shall be the sole entity responsible for the operation of the Facility.
- 2.2. Prior to signing this Agreement, the Smart City Company 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. The Facility shall supply electricity, generated from solar energy source, to the Smart City's residents and its mixed-use activities (commercial, industrial, etc.) via the CEB electric grid. The concerned residents and mixed-use activities (commercial, industrial, etc.) electricity contract account numbers, as provided by the Smart City Company, are given in the **Annex 3**.
- 3.3. The Smart City Company confirms that the holders of the electricity contract account numbers, given in the **Annex 3**, have given their consent to the Smart City Company to use their electricity contract accounts information and are agreeable to the setting up of the Facility to supply electricity to the respective premises, which are under the fully control of the Smart City Company, they are occupying in the Smart City.
- 3.4. More details on the Facility are given in the **Annex 1** of this Agreement.

4. Standards of the Facility

- 4.1.** The Smart City Company 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 Smart City Company 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 Smart City Company 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 Smart City Company hereby agrees to be bound by and at all times to comply with the Code, and CEB acknowledges and agrees that the Smart City Company 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 Smart City Company 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 MSDG RE Scheme, 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 Smart City Company's main electricity contract account linked to the Facility, is as defined in the Electricity Tariff Schedule given in the **Annex 4**.

- 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 Smart City where the Facility is sited. The energy exported shall thus be considered as if sold and repurchased by the Smart City Company.
- 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), given in the **Annex 3**, linked to the intended Facility, 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 Facility.
- 6.5** Where applicable, for the purpose of invoicing and billing of the CEB's electricity services and the Gross-metering principle underlying the CEB Smart City RE Scheme, under which the Facility will be accommodated in the CEB grid, the electricity consumption of the Smart City Company's main contract account located at _____
[Insert site address], Republic of Mauritius 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 first to net off charges raised by CEB for its electricity services to the Smart City Company's premises located at _____
[Insert site address] and the remaining amount (Rs) will be credited in the Smart City Company Bank Account Number _____ (Insert number) at the _____ (Insert bank name) within 60 days after the submission of the VAT invoice by the Smart City Company.

- 6.8** 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 Smart City Company.
- 6.9** Other electricity consumption related charges (Demand Charge, Minimum Charge, Security Deposit, TV licence, etc.), as would be applicable to the Smart City Company's electricity contract account, embedded in the existing Electricity Tariff, as defined in the **Annex 3**, 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.
- 6.10** 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.
- 6.11** The Smart City Company shall ensure that payments of all payable charges are made within given due dates to avoid disconnection of the Facility, including the electricity supply to the premises, from the grid.
- 6.12** 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 Smart City Company electricity contract account will be permanently closed entailing the cancellation of the present Connection Agreement.
- 6.13** 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 Smart City Company 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 Smart City Company.

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 Smart City Company has agreed to provide to CEB upon the commissioning of the Facility.
- 8.2** The Smart City Company 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 Smart City Company 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 Smart City Company shall also unconditionally provide CEB access to related web tools, webpages and databases of the Facility.
- 8.6** The Smart City Company 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 Smart City Company 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 Smart City Company 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 Smart City Company'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 Smart City Company by CEB from time to time;
- (e) The Smart City Company has been given warranty information and operation manuals for the Facility, as applicable;
 - (f) The Smart City Company's responsible technical personnel has been adequately instructed in the operation and maintenance of the Facility and the Smart City Company has developed and implemented an operation and maintenance plan based on those instructions;
 - (g) The Smart City Company'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 Smart City Company's obligations in terms of the present Agreement, possess the relevant professional adequacy, know-how and expertise;
 - (h) The Smart City Company's delegated officer has all necessary power, authority and capacity to enter into this Agreement and to perform the Smart City Company's obligations under this Agreement;
 - (i) The Smart City Company 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 Smart City Company 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 Smart City Company in accordance with its terms;
 - (l) The Smart City Company holds all permits, licences and other authorizations that may be necessary to enable it to engage in the construction of the Facility;
 - (m) That any resident and any mixed-use activity (commercial, industrial, etc.) shall obtain the Smart City clearance prior to install any renewable energy system including a solar photovoltaic installation;
 - (n) The Smart city will seek CEB's consent prior to give its clearance to the installation of any renewable energy system by any resident or for any mixed-use activity (commercial, industrial, etc.);
 - (o) During the term of this Agreement, as may be from time to time extended, the Smart City Company 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
 - (p) Any individual signing this Agreement on behalf of the Smart City Company has been duly authorized by the Smart City Company to sign this Agreement and has the full power and authority to bind the Smart City Company.

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

11. Modification to the Facility

- 11.1** The Smart City Company 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 Smart City Company 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 Smart City Company 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 Smart City Company shall not commence any modification until all necessary procedures have been duly completed.
- 11.5** In the event the Smart City Company 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 Smart City Company 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 Smart City Company 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 Smart City Company or its representative or any of its associates.
- 12.2** In relation to the Facility, CEB shall indemnify the Smart City Company 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 Smart City Company 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 Smart City Company shall permit and, if the place on which the Facility is located is not owned by the Smart City Company, 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 Smart City Company 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 Smart City Company from its obligation to operate and maintain the Facility and any related equipment owned by the Smart City Company 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 Smart City Company's premises

15. Disconnection of the Facility to Permit Maintenance and Repairs

- 15.1.** To the extent possible and practicable, CEB will inform the Smart City Company 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 Smart City Company 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 Smart City Company 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 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. 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 Smart City Company 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 Smart City Company) 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 Smart City Company 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.

18. Terms of Agreement and Termination

- 18.1.** 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 20**, are not duly met.
- 18.2.** 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.
- 18.3.** This Agreement shall become effective as from the COD subject to the fulfilment of the **Section 20** 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 18.5** or **18.6**.
- 18.4.** 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.

18.5. CEB may terminate this Agreement upon any material breach of this Agreement by the Smart City Company (the "**Smart City Company's Default**"); if the Smart City Company fails to remedy the Smart City Company's Default within the applicable cure period referred to in **Subsection 18.7** after receipt of a written notice of the Smart City Company's Default and the intended termination from CEB.

18.5.1 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 Smart City Company shall render this Agreement null and void to all intents and purposes.

18.6. The Smart City Company 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 18.7** after receipt of a written notice of the CEB Default and intended termination from the Smart City Company.

18.6.1 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.

18.7. 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.

18.8. 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.

18.9. 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.

18.10. 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.

18.11. **Subsections 18.7 to 18.9** shall survive termination of this Agreement.

19. Entire Agreement

19.1. 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.

20. Conditions Precedent for Effectiveness of the Agreement

- 20.1.** As may be required by laws and regulations, the Smart City Company has obtained all relevant and related licence(s), permits and authorization(s) for the Facility.
- 20.2.** The Smart City Company 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.
- 20.3.** The Smart City Company has submitted the duly signed proof of order and implementation schedule prior to the start of the construction of the Facility.
- 20.4.** The Smart City Company has issued the Certificate of Installation and has obtained the Certificate of Compliance for the Facility.
- 20.5.** The Smart City Company has fulfilled any other relevant conditions, including those required under this Agreement, to the satisfaction of CEB.

21. Notices

- 21.1.** 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 Smart City Company, 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 Smart City Company may from time to time designate by notice to CEB;

Republic of Mauritius

Mobile: _____

Email : _____

Republic of Mauritius

Mobile: _____

Email : _____

[Fill in the above with designation of contact persons, name of the Smart City Company, 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 Smart City Company.

General Manager

Central Electricity Board
CEB Corporate Office
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Senior Engineer

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- 21.2.** 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).
- 21.3.** The Smart City Company 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 Smart City Name]

Duly Authorized Representative

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

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

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

Designation: _____ *[Insert designation of the 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]

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 Smart City RE Scheme

The following are specific terms and conditions, amongst others, of the CEB Smart City Renewable Energy (RE) Scheme: -

- (1)** Only duly filled application form accompanied with all required documentation for the intended solar PV system will be processed.
- (2)** For safety and quality reasons, the concerned (Customer) Smart City Company should seek the support of a qualified person in the field of RE technology prior to filling the application form.
- (3)** Payment of the applicable non-refundable processing fee is mandatory. Payment of the processing fee does not guarantee registration into the Scheme.
- (4)** The premises of the Smart City's residents and mixed-use activities, whose electricity contract accounts will be linked to the solar PV system (Facility), 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 Smart City Company would authorize and provide CEB's personnel necessary permission and access to carry out the detailed load survey.
- (5)** The declared or assessed electrical load of the said premises shall be updated in the relevant electricity contract accounts in the CEB's information system for managing the electricity services and for billing purposes.
- (6)** The capacity of the Facility shall be as determined and allowed by the CEB pursuant to the terms and conditions of the CEB Smart City RE Scheme and subsequent CEB's recommendations.
- (7)** Upon request from a 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.
- (8)** Solar PV systems of capacity greater than 2 MW will NOT be considered under this Scheme.
- (9)** The installation of the solar PV system shall start within a period of six months as from the date of the signing of the Connection Agreement.
- (10)** The solar PV system shall at all times comply with all requirements of the relevant applicable Grid Code including its subsequent amendments.
- (11)** The Smart City Company shall provide CEB with the web-link access, free of charge, for the downloading of the power output of the SSDG or MSDG facility.
- (12)** Where necessary, as and when required, the Smart City Company 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 Smart City Company shall provide CEB a free copy of the required operating software and application(s).

- (13) Whenever required, following a notice from CEB, the Smart City Company shall give full and free access to CEB personnel and/or its associate(s) to the Facility.
- (14) The Smart City Company shall pay all relevant charges and costs, including the connection fee, for the setting up of the Facility.
- (15) Until properly remedied, if the Facility is not complying with the applicable Grid Code and not satisfying all terms and conditions of this Scheme and other regulatory requirements, it will not be considered for the grid interconnection.
- (16) The Smart City Company shall obtain all necessary applicable authorizations, licenses, permits, etc. prior to the commissioning by CEB of the solar PV system.
- (17) Where applicable, the total monthly electricity (kWh) consumption of the concerned Smart City Company 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 the Smart City Company solar PV system is in a third-party name, prior to the signing of the Connection Agreement, the concerned Smart City Company 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.

- (18) Further to the network impact assessment and/or network survey, whichever would be warranted, the Smart City Company 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.
- (19) As notified by CEB, the Smart City Company shall implement all recommendations of the network impact assessment and/or network survey and/or others, whichever would be applicable, in time.
- (20) For each solar PV system, the Smart City Company 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.
- (21) By submitting an application under the Scheme, the Customer (Smart City Company) 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 Smart City Company 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.

- (22)** An application from a Smart City Company who is in litigation with CEB - unless the litigation is effectively settled - will not be considered.
- (23)** An application from a Smart City Company 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.
- (24)** To avoid delays in the implementation of the solar PV system, the Smart City Company should submit all required documentation together with the application form and the application is submitted as instructed.
- (25)** 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.
- (26)** The Smart City Company should ensure that the Facility is in full compliance, at all times, with the applicable Grid Code and its amendments and with the provisions of the Connection Agreement.
- (27)** Modification of the setup of the Facility, 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.
- (28)** The location of the meters and metering equipment within the electrical setup of each concerned Facility will be determined by CEB. On a case-to-case basis, special consideration will be given to ensure the optimal solution for the metering of the solar PV system purposely to ensure best commercial practices.
- (29)** In accordance with the gross-metering principle, as formulated for this Scheme, all energy produced by the Facility shall be injected or shall be considered as injected into the grid.

Annex 3: Electricity Contract Account Numbers of Residents and Mixed-use Activities (Commercial, Industrial, etc.) of the Smart City

The list of electricity contract account numbers (*Insert the contract account numbers in the table*), opened after the issue of the Letter of Intent or Smart City Certificate by the Economic Development Board, listed in the table below has been provided by the Smart City Company.

Ser.	Electricity Contract Account Number	Ser.	Electricity Contract Account Number
1		21	
2		22	
3		23	
4		24	
5		25	
6		26	
7		27	
8		28	
9		29	
10		30	
11		31	
12		32	
13		33	
14		34	
15		35	
16		36	
17		37	

Ser.	Electricity Contract Account Number	Ser.	Electricity Contract Account Number
18		38	
19		39	
20		40	

Add table(s) for additional electricity contract account numbers.

I, _____ (*Insert name*), holder of the National Identity Card number _____ (*Insert number*), the undersigned authorized official of the Smart City Company confirms that the holders of the electricity contact account numbers given in the table(s) above, who are residents and authorized representatives of the mixed-use activities of the Smart City, have given their consent to the Smart City Company to use their electricity contract accounts information and they have also agreed to the setting up of the Facility to supply electricity to the respective premises, which are under the fully control of the Smart City Company, they are occupying in the Smart City.

Name of Authorized Official of the Smart City Company	<i>Write Name</i>		
Signature of Authorized Official of the Smart City Company	<i>Sign here</i>	Date	<i>Write Date</i>

Annex 4: Electricity Tariff Schedule

- (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 Smart City Company'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 Tariff** _____ *[Leave blank]*. The Minimum Charge is payable also in the case of net export of electricity.