

[Insert company]

## Appendix 6.1.1

### Collaboration Agreement during the Construction Phase

[Name of business]

[Address]

[Postal code and city]

and

Energinet.dk  
Tonne Kjærvej 53  
7000 Fredericia, Denmark

have entered into the following agreement:

**Construction Agreement between [Name of business] and Energinet.dk concerning the construction of facilities for transmission of power to shore for Kriegers Flak AC and Kriegers Flak CGS.**

Place: [Insert]

Place: [Insert]

Date: [Insert]

Date: [Insert]

Energinet.dk  
[Insert name]

[Insert name of business]  
[Insert name]

## 1. Introduction

On [Insert date], [Insert name of business] was granted the concession to construct and operate Kriegers Flak AC and Kriegers Flak CGS, located as stated below. The two platforms centre coordinates (UTM WGS84, Zone32):

	<b>E (m)</b>	<b>N (m)</b>
<b>KFA</b>	746.103	6.104.602
<b>KFB</b>	751.999	6.107.300

On [Insert date], Energinet.dk was ordered by the Danish Energy Agency to construct facilities for transmission of power to shore for Kriegers Flak AC and Kriegers Flak CGS with a transformer platform (hereinafter the Platform) as well as a cable connection to be connected to the existing electricity grid. The grid connection will take place in [Insert station] station.

Energinet.dk and [Insert name of business] have today entered into the following Construction Agreement (hereinafter the Agreement) concerning the construction of facilities for transmission of power to shore for Kriegers Flak AC and Kriegers Flak CGS.

The Agreement is to regulate collaboration between the parties on construction-related tasks throughout the construction phase for the facilities for transmission of power to shore. Therefore, the Agreement will expire when the construction phase for the facilities for transmission of power to shore has finished. The Agreement will then be replaced by a new agreement concerning the operation-related tasks (referred to as the Operating Agreement). See also section 13 on entry into force and duration of the Agreement.

### 1.1 Objective

The objective of the Agreement is to provide the parties with a framework for grid connection of their respective installations, their collaboration on constructing the facilities for transmission of power to shore and the individually agreed solutions for Kriegers Flak AC and Kriegers Flak CGS, including agreements on boundary lines and allocation of responsibilities during the project phase.

Furthermore, the objective of the Agreement is to ensure that the collaboration takes place under the best possible conditions for both parties involved. If there are opportunities for practical collaboration on a favourable, common solution to the project and maintenance tasks, the parties should aim at pursuing these.

Pursuant to the Concession Agreement, Energinet.dk's order to construct facilities for transmission of power to shore, and in the general interests of the collaboration resulting from this, the parties enter into this Agreement to collaborate on matters significant for optimal compliance by both parties with their respective obligations. For example, these includes matters relating to installation of the foundations and topside of the Platform, access to the Platform, emergency response, navigation, commissioning, timetable, etc. The parties must agree a joint timetable with tasks for items in the Agreement.

With regard to activities concerning own installations, the parties must be actively involved in planning and coordinating the activities that can contribute to optimal fulfilment of both Parties' obligations, both technically and financially. For example, matters regarding manufacture of the foundations and topside, in which, as far as possible, the parties must collaborate on ensuring that own installations can be delivered to the shipyard for installation and onshore testing before shipping.

## 1.2 Background

The background of the Agreement is:

- The Energy Policy Agreement of [Insert date].
- The Danish Energy Agency tendering procedure for the wind turbine concession at [Insert place] of [Insert date].
- Questions and answers regarding the tender specifications.
- Licence for the construction of Kriegers Flak AC and Kriegers Flak CGS with and internal grid of [Insert date] (hereinafter the Construction Licence).
- Agreement on the obligation to construct and connect to the grid an electricity production plant Kriegers Flak AC and Kriegers Flak CGS at Kriegers Flak of [Insert date] (hereinafter the Concession Agreement).

## 1.3 Regulatory foundation, interpretation, amendments and changes

The Agreement is a supplement to the authority requirements, rights and obligations determined by legislation for the sector applying on the date of establishment of the Agreement.

Construction by [Insert name of business] of Kriegers Flak AC and Kriegers Flak CGS and construction by Energinet.dk of the facilities for transmission of power to shore with associated Platform as well as the operation of these must follow the relevant regulations as well as other relevant legislation and rules issued pursuant to this. The current edition of the regulations from Energinet.dk is always the version which can be found at [www.energinet.dk](http://www.energinet.dk).

Settlement of electricity consumption must be in accordance with the relevant Electricity Supply Act and regulations laid down pursuant to this Act as well as the regulations from Energinet.dk.

The parties agree that the concession of [Insert date and name and enclosed appendix] will take priority above any issues of interpretation of the text in this Agreement for matters which, pursuant to the relevant regulations, the parties are in a position to agree on in more detail.

Amendments to governing legislation must be complied with at all times by both parties.

The Agreement can be renegotiated as required by one of the parties, but it can only be changed by written agreement signed by both parties.

## 1.4 Contact persons

The parties must appoint a contact person to answer questions about coordination.

By signing this Agreement, the following person has been appointed as the contact person for:

- [Insert name of business]: [Insert contact information of the appointed contact person].
- Energinet.dk: [Insert contact information of the appointed contact person].

Any other form of contact or correspondence between the parties must be written and duly signed by the party in question and sent by registered delivery, or as a scanned-in attachment to an e-mail, or similar to the following addresses:

- [Insert name of business]: [Insert contact information of the appointed contact person].
- Energinet.dk: [Insert contact information of the appointed contact person].

Change of contact person must be communicated in writing immediately to the other party.

## 1.5 Costs

The parties pay their own costs with regards to the collaboration, unless the Agreement states otherwise or if a specific agreement has been made between the parties.

## 2. Limits of ownership

### 2.1 Overall scope of delivery

Energinet.dk will establish a 220 kV grid connection including one offshore Platform, Kriegers Flak AC and Kriegers Flak CGS, at the offshore wind farm.

[Insert name of business] will establish the offshore wind farm with associated internal 33 kV grid to collect the output from the turbines as well as a connection installation for a nominal voltage of 33 kV to be connected to Energinet.dk's three 220 kV primary transformers without on-load tap-changers (OLTCs) on the Platforms.

The Agreement concerns Kriegers Flak AC and Kriegers Flak CGS and the Grid Connection Installation covering:

- The electrical installation for energy production and power output in the wind farm and transport in 33 kV cables to the Platforms.
- Two offshore Platforms with the equipment necessary to transfer produced energy to shore.

- Two 220 kV submarine cable connection from the offshore Platform to Tolstrup Gårde cable station.
- Two communication connections (optical fibres) in the submarine cable to Tolstrup Gårde.
- Two 220 kV land-cable connection from Tolstrup Gårde cable station to Bjæverskov and station Ishøj.
- Installation at Bjæverskov and station Ishøj to be connected to the 400 kV grid, including monitoring, control, connection, protection and communication with the installed high voltage components.

## 2.2 Delimitation

**Energinet.dk will establish, own, pay for, run and maintain the following:**

- A 220 kV submarine cable to be connected to a shore-based transmission grid.
- 220 kV routings, J tubes (two on each platform) and their suspensions/supports on the transformer platform.
- KFA and KFB transformer platforms and all auxiliary equipment
- A 220 kV GIS (Gas Insulated Switchgear) installation and 220/33 kV primary transformers and associated control and protection systems
- Primary and back-up meters (turbine production and own consumption)
- A redundant optical-fibre connection, possible temporary alternative communication from platform to land
- Optical-fibre routings, J tubes (one on each platform) and an optical-fibre connection
- Own consumption transformers and switchboards, batteries, etc. supplying the installations on the platform
- Excess voltage conductors for 33 kV mounted directly on the 220/33 kV primary transformers
- Excess voltage conductors for 220 kV
- A diesel generator on each platform providing internal back-up supply for installations on the platforms. Energinet.dk's back-up supply will supply most of the installations the concession holder has on Energinet.dk's platforms, but Energinet.dk will not provide UPS (Uninterrupted Power Supply) installations to the concession holder holder. This means that the concession holder himself will have to supply power to the installations which must not be interrupted.

**[Insert name of business] will establish, own, pay for, run and maintain the following:**

- All 33 kV installations, including cables, bus bars, 33 kV fields for wind turbines, 33 kV bus couplers, 33 kV transformer fields for the primary transformer and associated control and protection systems
- Necessary zero resistors (three)
- 33 kV routings, J tubes (six on KFA and 12 on KFB) and their suspensions/supports on the transformer platform
- Excess voltage conductors for 33 kV, except for conductors mounted directly on the primary transformer and on the own-consumption transformers
- Communication and SCADA installations for processing signals from the wind farm, the 33 kV installation and the farm regulator

- Distribution boards to distribute 230 V AC and 220 V DC for the 33 kV installation and SCADA/communication equipment
- Splice boxes for terminating optical fibres from the wind turbines

The interface between Energinet.dk and [Insert name of business] is the 33 kV side of the 220/33 kV primary transformers.

Specific master data, calculations on the quality of voltage output, systems performance calculations, etc. for the installations above must be supplied by [Insert name of business] as well as documented in accordance with the relevant technical regulations issued by Energinet.dk.

### **2.3 Connection installation**

To the extent that (according to the Act on Energinet.dk) Energinet.dk has received an order to acquire a connection installation to be placed on the facilities for transmission of power to shore, the concluded Agreement concerning acquisition of this connection installation must be transferred in its entirety to the Concessionaire in return for a payment of the costs incurred by Energinet.dk.

## **3. Technical installations**

The Agreement concerns grid connection and collaboration between the parties about installations as stated above. The parties themselves manage all regulatory requirements for their own installations, including operation and maintenance of own installations, registration of cables, inspection of own cables, etc.

The technical installations must comply with the rules and requirements stated in relevant legislation, rules and technical regulations for this type of installation. On the date of entry into this Agreement, this will apply especially to the High Voltage Executive Order as well as Energinet.dk's technical regulation TF 3.2.5.

The parties must inform each other about changes in technical and operational conditions significant to the parties' installations and their operation. Similarly, as stated in this Agreement, the parties must coordinate the installation and operation activities which can affect the activities of the other party.

### **3.1 33 kV installations**

Specifications for the 33 kV cable terminations on the transformers will be provided by Energinet.dk.

Each 33 kV winding on the three 220/33 kV primary transformers will be fitted with eight outlets per phase, where one outlet is for an excess-voltage conductor, and one is to be connected to an own-consumption transformer. Thus it is possible to have up to six parallel 33 kV cables from the primary transformer to the busbars on the 33 kV connection installations (three from each of the two parallel-connected bus couplers).

[Insert name of business] must secure their own installations from over voltages in accordance with general standards (IEC, Cigre, etc.).

Description of voltage level for the 33 kV installation is noted nominally at 33 kV with operating voltages around 34 kV  $\pm$  approx. 2% and a maximum operating voltage of 36 kV.

### **3.2 Metering and settlement**

Metering and settlement must be established and be in accordance with relevant regulations in Energinet.dk's technical requirements for establishing and metering with associated installations and control routines.

### **3.3 Distribution of the turbine production between the primary transformers**

The requirements for distribution of the turbine production are dictated by the load options for the three primary transformers.

On Kriegers Flak A there is one main transformer receiving a total wind turbine production of 200 MW. The main transformer is designed for a maximal continuous load of 220-234 MVA, and can be short-term and long-term overloaded according to the specifications in IEC 60076-7.

The demands for the distribution of the wind turbine production on Kriegers Flak B are dictated by the two main transformers load options. The three main transformers are identically designed.

In the fully built scenario, with a total turbine production of 400 MW on Kriegers Flak B, the output from the turbines is to be distributed with 200 MW  $\pm$  8 MW on each transformer. In connection with operation of only one primary transformers, the output of the turbines through the connection in the 33 kV connection installations can be distributed to the extend the main transformers ability to overload allows it.

The carrying capacity of the 33 kV windings is limited by the maximum current. The maximum design value for delivered turbine output for a single transformer winding is based on 32 kV/3969 A/220 MVA (corresponding to approximately 234MVA at 34 kV). In addition the main transformer can be short-term and long-term overloaded according to the specifications in IEC 60076-7.

Compensation for production limitations is controlled by Energinet.dk's regulation "Compensation for offshore wind farms ordered to perform downward regulation".

### 3.4 Short-circuit level

Energinet.dk has calculated the following short circuit levels on the platforms:

#### Worst case load

Skinne	1p max						3p max			
	SK'' MVA	IK'' kA	R1k Ohm	X1k Ohm	R2k Ohm	X2k Ohm	SK'' MVA	IK'' kA	Rk Ohm	Xk Ohm
KFB (400 MW) 220 kV	1289	10,15	1,2111	12,76	1,7096	18,46	3964	10,40	1,2111	12,76
KFA (200 MW) 220 kV	1265	9,96	1,2882	13,00	1,7066	18,46	3891	10,21	1,2882	13,00
KFBE 150 kV	830	9,58	0,7040	8,90	0,9314	13,73	2646	10,18	0,7040	8,90
KFB (400 MW) 33 kV - A	4,7	0,25	0,0419	0,72	0,0441	1,17	1585	27,73	0,0419	0,72
KFB (400 MW) 33 kV - B	--	--	--	--	--	--	--	--	--	--
KFA (200 MW) 33 kV - A	4,7	0,25	0,0420	0,86	0,0440	1,17	1329	23,24	0,0420	0,86
KFB (400 MW) 0,4 kV - A	5,8	25,23	0,0002	0,01*	0,0002	0,01*	12,9	18,66	0,0002	0,01*
KFB (400 MW) 0,4 kV - B	--	--	--	--	--	--	--	--	--	--
KFA (200 MW) 0,4 kV - A	5,8	25,22	0,0002	0,01*	0,0002	0,01*	12,9	18,63	0,0002	0,01*

#### Best case load

Skinne	1p min						3p min			
	SK'' MVA	IK'' kA	R1k Ohm	X1k Ohm	R2k Ohm	X2k Ohm	SK'' MVA	IK'' kA	Rk Ohm	Xk Ohm
KFB (400 MW) 220 kV	2	0,02	17,016	122,091	16734	14455	348	0,91	21,7171	144,29
KFA (200 MW) 220 kV	2	0,02	17,177	122,790	16636	14416	345	0,91	22,1461	145,51
KFBE 150 kV	1,8	0,02	9,6773	64,971	9577	8264	340	1,31	10,9182	68,60
KFB (400 MW) 33 kV - A	1,4	0,07	0,4568	4,228	435	377	306	5,35	0,4487	3,71
KFB (400 MW) 33 kV - B		0,07	0,4749	4,370	445	387	304	5,31	0,4574	3,74
KFA (200 MW) 33 kV - A	1,4	0,07	0,4749	4,370	445	387	304	5,31	0,4574	3,74
KFB (400 MW) 0,4 kV - A	1,5	6,46	0,0003	0,014	0,060	0,065	12,5	18,08	0,0002	0,01* <sup>3</sup>
KFB (400 MW) 0,4 kV - B		6,42	0,0003	0,014	0,0618	0,067	12,5	18,08	0,0002	0,01* <sup>3</sup>
KFA (200 MW) 0,4 kV - A	1,5	6,42	0,0003	0,014	0,0618	0,067	12,5	18,08	0,0002	0,01* <sup>3</sup>

### 3.5 J tubes

There will be mounted the following J-tubes on the two platforms:

The KFA platform will be supported by a gravity foundation in which the following J tubes will be incorporated:

- 6 J tubes as well as routings for 33 kV turbine radials (concession holder)
- 1 spare J tube (Energinet.dk reserve)
- 2 J tubes for a 220 kV submarine cable
- 1 J tube for Energinet.dk signal cables

The KFB platform will be supported by a gravity foundation in which the following J tubes will be incorporated:

- 12 J tubes as well as routings for 33 kV turbine radials (concession holder)
- 1 spare J tube (Energinet.dk reserve)
- 2 J tubes for a 220 kV submarine cable
- 4 J tubes for a 150 kV submarine cable
- 2 J tubes for Energinet.dk signal cables

### 3.6 Area for [Insert name of business]'s equipment

Energinet.dk's design of the transformer platforms will include the following space for the concession holder's equipment:

- Three rooms for the concession holder's 33 kV connection installation, one room on KFA of an estimated 9.5m x 4.0m x 3.5m (inside length x width x height) and two rooms on KFB with the same inside dimensions
- Space for three grounding resistors, located next to each of the three own-consumption transformers
- A room for the concession holder's SCADA and communications system on KFA, and a room for the concession holder's SCADA and communications system on KFB. The SCADA room on KFA is of an estimated 9.5m x 6.0m x 3.5m (inside length x width x height) and on KFB, the SCADA room has the same inside dimensions.
- Space for routings for the 33 kV cables on KFA as well as on KFB
- Space for splice boxes for optical fibres from the turbines on KFA as well as on KFB

## **4. Project design and manufacture**

### **4.1 Location of the Platform**

Please see Appendix 6.1, Section 5

### **4.2 Platform layout**

The Platform will be designed for unmanned operation. It is not anticipated that the Platform will have overnight stays. Access to the Platform will be by boat or helicopter. Additional details: Please see Appendix 6.1, Section 5

### **4.3 Bending radius of the 33 kV submarine cable**

The foundation of the Platform, with J tubes and routings, will be designed according to a number of requirements. The requirements for the 33 kV submarine cables are that the three-phase 33 kV submarine cables has a maximum diameter of 142 mm and a bending radius of at least 15 times the cable diameter (maximum 142 mm). When the cable has been split into the three individual phases, the maximum diameter for a phase conductor will be 60 mm with a bending radius of at least 15 times the cable diameter. Minimum bending radius on the seafloor is 2.3 m.

[Insert name of business] must ensure that cable diameter and bending radius do not exceed the requirements stipulated during installation and when secured.

[Insert name of business] will disclose technical details for the 33 kV submarine cable pursuant to the limitations above, and confirm that the cable deck layout allows offshore tie-in of 33 kV submarine cables.

Each of the parties are responsible for establishing procedures for potential cable repair or replacement of their respective high-voltage cables in the foundation and on the Platform.

### **4.4 33 kV switchrooms**

The dimensions of the three 33 kV rooms are: One room on KFA of approximately 9.5m x 4.0m x 3.5m (internal length x width x height) and two

rooms on KFB with the same dimensions. The 33 kV room will have 230 V AC and 220 V DC for the connection installation. The 33 kV room is covered by Energinet.dk's HVAC system and Inert Gas fire-fighting system.

Costs of re-establishing an Inert Gas system will be incurred by [Insert name of business] if release is caused by equipment from [Insert name of business] or [Insert name of business].

#### **4.5 Auxiliary supplies for installation of [Insert name of business]**

##### **4.5.1 33 kV installation**

Energinet.dk will install outgoing circuits on the switchboards for 230 V AC and 220 V DC to which [Insert name of business] will connect cables to sub-switchboards to supply the 33 kV installations.

##### **4.5.2 SCADA/Communications system**

Energinet.dk will install outputs on the switchboards for 230 V AC, 220 V DC and 48 V DC to which [Insert name of business] will connect cables to sub-switchboards to supply SCADA and communications system.

All cables between Energinet.dk's switchboards and [Insert name of business]'s sub-switchboards are to be supplied and installed by [Insert name of business]. The division between ownership is the terminals on Energinet.dk's power supply boards.

#### **4.6 Earthing resistors**

[Insert name of business] will carry out earthing of the earthing point on the own-consumption transformers using earthing resistors of 20 ohm to reduce short-circuit to earthing currents for the 33 kV grid to an acceptable level.

Earthing and equipotential bonding connections must be fitted according to Energinet.dk's earthing principle for permanent offshore installations. These principles are described in Energinet.dk's technical standard "*ETS - 04 Earthing, Bonding and Lighting Protection*", which can be found on Energinet.dk's homepage: [ETS04](#).

#### **4.7 33 kV SCADA and communication**

[Insert name of business] will supply signals for transport in Energinet.dk's optical fibres in Energinet.dk's cabinets. Energinet.dk will establish UPS-fused electricity supply for communications equipment. SCADA/telecommunications rooms will have fused 220 V DC and 230 V AC and 48 V DC supplies.

The SCADA/telecommunications room will be covered by Energinet.dk's HVAC System and Inert Gas fire-fighting system.

Costs of re-establishing an Inert Gas system will be incurred by [Insert name of business] if release is caused by equipment from [Insert name of business] or [Insert name of business].

Energinet.dk will make up to [Insert number] pairs of optical fibres available to [Insert name of business] from the Platform to [Insert station] cable station. From [Insert station], [Insert name of business] itself must ensure further

connection. [Insert name of business] itself will establish an alternative communication route from the Platform to [Insert location] via radio link.

The rental price per optical-fibre pair will be DKK [Insert price] per metre per year. The final rental price for the final distance will be determined when the distance has been measured. The rental price stated is in [Insert year] prices, indexed with the net consumer-price index.

#### **4.8 Diesel generator**

Please see Appendix 6.1, Section 5.4 with the following remark: There have not been made room for a reactor in order to compensate the 33 kV grid.

#### **4.9 Foundations of the Platform**

Design and construction of the foundations with all equipment will be carried out by Energinet.dk.

#### **4.10 Platform topside**

Energinet.dk establishes 220 kV grid connections including two off-shore transformer platforms, Krieger Flak A (KFA) and Kriegers Flak B (KFB) at the wind farm.

The concession holder must establish collection grid and connection for a nominal current of 33 kV.

Requirements for changes to the Platform design, explained by changes in [Insert name of business]'s equipment, will be invoiced to [Insert name of business].

#### **4.11 Numbering of components**

Energinet.dk will number components pursuant to the KKS system. [Insert name of business] will ensure numbering of each of their components pursuant to [Insert system].

#### **4.12 Agreement on manufacture and installation of equipment at the shipyard**

The installation tasks necessary to connect and commission [Insert name of business]'s and Energinet.dk's equipment, respectively, on the Platform must be planned.

This work includes coordination of deliverables, supervision and installation at the shipyard, cable installation, termination of cables, testing and onshore and offshore commissioning.

The parties will collaborate on daily inspection at the shipyard. The parties will remain responsible for their own installations etc. and will carry out regular inspection and acceptance as required.

Energinet.dk will carry out overall coordination of the shipyard in connection with construction, transport and installation of Kriegers Flak AC and Kriegers Flak CGS topside pursuant to the construction contract concluded by the

shipyard and Energinet.dk. However, each party must bear the related costs and risks in connection with the relevant interfaces to the shipyard.

Energinet.dk is only liable for its own errors and the risk of unforeseen incidents and damage to the equipment etc. of [Insert name of business] will in its entirety be chargeable to [Insert name of business]. Energinet.dk is only liable for damage to the equipment etc. of [Insert name of business] to the extent that such liability can be passed on to the shipyard.

Energinet.dk plans to install the equipment of the Platform in the period [Insert period]. The parties will prepare a detailed timetable for this together when the shipyard has been selected.

Testing and commissioning [Insert name of business]'s and Energinet.dk's of equipment on the Platform on the shipyard has been planned for the period [Insert period].

#### **4.13 Information**

Each party must, at its own initiative, supply the other party with all relevant specifications and information for timely completion of the project, such that each party can meet all relevant time limits, and each party must guarantee that the information stated is correct and sufficient.

#### **4.14 Delays and liability**

The parties agree to inform one another immediately about their own delays in connection with agreed milestones and timetables. The parties undertake to organise their work so as to avoid delays as far as possible.

In connection with delays, the parties must collaborate constructively to rectify the delay and to catch up lost time with regard to the timetable [Insert reference to timetable, if relevant].

### **5. Emergency response plans and safety plans**

Prior to the offshore construction phase, separate emergency response plans and safety plans will be prepared for the facilities on the offshore wind farm.

Energinet.dk will prepare an emergency response plan and a safety report for the Platform [Insert reference to enclosed appendix].

[Insert name of business] will prepare a similar emergency response plan and safety report, both of which cover the entire offshore wind farm [Insert reference to enclosed appendix, if relevant].

The parties must ensure coordination of work procedures for all activities on the Platform as necessary to ensure minimum risks for the personnel and the equipment on the Platform.

### **6. Installation and commissioning**

The parties must collaborate on a timetable containing the relevant milestones for installation, commissioning and testing of the installations.

Reference is made to timetables from [Insert name of business] and Energinet.dk which define milestones for coordination between the companies [Adjust in accordance with the project-specific circumstances]:

Milestones	Date
Platform design completed	[Insert date]
Platform manufacture start-up	[Insert date]
Installation of [Insert name of business]'s equipment	[Insert date]
Onshore commissioning completed	[Insert date]
Installation of Platform completed	[Insert date]
Platform ready for grid connection	[Insert date]
Platform ready for operation	[Insert date]
Final turbine commissioned	[Insert date]
[Insert and delete points as necessary]	[Insert date]

The parties intend to draw up a joint commissioning plan for the Platform. The plan covers commissioning of subsystems, and commissioning of voltage from onshore and to reception of energy from the turbines.

Offshore tie-ins and commissioning of offshore work must be coordinated with regard to access conditions for the respective offshore work as well as to protect personnel and sensitive systems during tests of electrical, mechanical and other systems carried out offshore.

Necessary precautions and manning of the Platform and the primary systems must be agreed in connection with commissioning of the Platform.

## 7. Liability and insurance

On establishment of the contract with the shipyard, Energinet.dk will make [Insert name of business] familiar with Energinet.dk's relevant insurance cover and make [Insert name of business] familiar with the contractual liability of the yard and possible limitations pursuant to the agreement with Energinet.dk, both qualitatively and quantitatively.

### 7.1 Definitions

For the purposes of point 7 of this Agreement, the following definitions apply:

- "The Agreement" means the Construction Agreement concluded between Energinet.dk and [Insert name of business] of [Insert date] on construction of facilities for transmission of power to shore for Kriegers Flak AC and Kriegers Flak CGS.
- "[Insert name of business] group" means [Insert] and wholly or partly owned subsidiary companies as well as contractors and subcontractors working on the Kriegers Flak AC and Kriegers Flak CGS project.
- "The Energinet.dk group" means Energinet.dk and its subsidiary companies as well as contractors and subcontractors working on the Kriegers Flak AC and Kriegers Flak CGS project.

- "Consequential losses" mean loss of revenues, savings or profits, loss of utility value (time lost), operating losses, indirect losses or other consequential damage in connection with personal injury or property damage.
- "Losses" mean losses, claims, costs, expenses (including legal fees, costs of court proceedings and other costs in connection with legal proceedings), claims, grounds for action and judgments of any kind, except for consequential losses.
- "Personal injury" means physical injury to a person, including death, disease and disability, as well as mental injury, pain or shock.
- "Property damage" means physical loss, physical damage to or physical destruction of tangible items.
- "In relation to this Agreement" means something that arises directly or indirectly as a consequence of, or in connection with, compliance with this Agreement, either before, during or after execution of this, including in connection with incomplete compliance or non-compliance.
- "Third party" means any party, except for [Insert name of business] and the Energinet.dk group.
- "Gross negligence" means an act, omission or conduct by the board of management of a party, and which constitutes intentional or grossly inappropriate deviation from normal standards of behaviour with obvious danger of harmful consequences.

## **7.2 Personal injury and property damage suffered by the Energinet.dk group**

Energinet.dk hereby waives any claim it has received or will receive against [Insert name of business], and undertakes to indemnify [Insert name of business] for any losses caused in connection with execution of the obligations of the involved parties in relation to this Agreement, caused by:

- a. Personal injury and damage to personal property suffered by anyone in the Energinet.dk group.
- b. Property damage suffered by the Energinet.dk group.
- c. Clean-up and removal of waste from the property of the Energinet.dk group and/or equipment, materials or installations used or procured with a view to carrying out the work described in the contract in order to fulfil the Agreement. If Energinet.dk has not removed such property etc. as demanded, [Insert name of business] is free to remove such waste wholly or partly on behalf of the Energinet.dk group, and Energinet.dk must reimburse [Insert name of business] for costs for such clean-up.

### **7.3 Personal injury and property damage suffered by the [Insert name of business] group**

[Insert name of business] hereby waives any claim [Insert name of business] has received or will receive against Energinet.dk, and undertakes to indemnify Energinet.dk for any losses caused in connection with execution of the obligations of the involved parties in relation to this Agreement, caused by:

- a. Personal injury and damage to personal property suffered by anyone in [Insert name of business].
- b. Property damage suffered by [Insert name of business].
- c. Clean-up and removal of waste from the property of [Insert name of business] and/or equipment, materials or installations used or procured with a view to carrying out the work described in the contract in order to fulfil the Agreement. If [Insert name of business] has not removed such property etc. as demanded, Energinet.dk is free to remove such waste wholly or partly on behalf of [Insert name of business], and [Insert name of business] must reimburse Energinet.dk for costs for such clean-up.

### **7.4 Pollution of the property of [Insert name of business]**

[Insert name of business] must indemnify Energinet.dk for any loss in relation to this Agreement due to pollution from a property belonging to [Insert name of business].

### **7.5 Contamination of the property of Energinet.dk**

Energinet.dk must indemnify [Insert name of business] for any loss in relation to this Agreement due to pollution a property belonging to Energinet.dk.

### **7.6 Consequential losses**

Notwithstanding any other provision in this Agreement, [Insert name of business] hereby waives any claim for consequential losses [Insert name of business] has received or will receive against Energinet.dk in relation to this Agreement, and undertakes to indemnify Energinet.dk for any consequential losses suffered by [Insert name of business] in relation t this Agreement.

Notwithstanding any other provision in this Agreement, Energinet.dk hereby waives any claim for consequential losses Energinet.dk has received or will receive against [Insert name of business] in relation to this Agreement, and undertakes to indemnify [Insert name of business] for any consequential losses suffered by Energinet.dk in relation to this Agreement.

### **7.7 General clause**

To avoid any doubts, the following provisions on liability and indemnification in points 7.1-7.6 above apply:

- a. The indemnification obligation of the parties will apply, notwithstanding that the losses or consequential losses mentioned arise as a consequence of, or wholly or partly due to, the fault, negligence, objective liability or professional negligence of a party.

- b. The indemnification obligation of the parties will not apply if the losses or consequential losses arise as a consequence of, or wholly or partly due to, gross negligence by the indemnified party.
- c. The liability assumed by [Insert name of business] and Energinet.dk in the Contract and the waivers mention in this will apply, notwithstanding whether or not there is insurance cover in connection with a specific incident.

### **7.8 Liability for a third party**

[Insert name of business] is liable for any property damage and/or personal injury and for other losses and damage suffered by a third party, and which are due to the fault, negligence, objective liability or professional negligence of [Insert name of business] in relation to this Agreement.

Energinet.dk is liable for any property damage and/or personal injury and for other losses and damage suffered by a third party, and which are due to the fault, negligence, objective liability or professional negligence of Energinet.dk in relation to this Agreement.

### **7.9 Payment of compensation**

If claims for compensation are made against [Insert name of business] or Energinet.dk pursuant to the provisions of this Agreement, the indemnified party or the party against whom the claim is made, must notify the indemnifying party about this immediately.

Compensation cannot be paid without written approval from the indemnifying party.

The indemnifying party is responsible for the defence against the relevant claim.

### **7.10 Validity**

The provisions in this point 7 will remain in force from the entry into force and until the cessation of this Agreement, cf. point 1.

### **7.11 Insurance to be taken out by the parties**

Without limiting the liability of the parties pursuant to point 7, both parties must take out and maintain:

- a. All statutory or compulsory insurance, for example industrial injuries insurance, employers' liability insurance and third-party motor insurance. With regards to industrial injuries insurance and employers' liability insurance, the insurance contract must (if required) include extended cover for offshore work.
- b. Common general and product liability insurance covering the liability to which the parties can be subject pursuant to this Agreement or according to Danish or other legislation in force, for an amount of no less than [Insert amount] per claim and per year of insurance.

- c. Other insurance required by legislation in force, licences or regulations, or that may be necessary for fulfilment of the Agreement by the parties.

The above insurance must be taken out at the date of conclusion of this Agreement.

If insurance is not taken out or maintained in accordance with the Agreement, the other party is entitled to terminate the Agreement, if that the first party does not take out the relevant insurance within 30 days of the demand.

At the request of the other party, each party must be able to present insurance certificates or some other type of documentation which is acceptable as adequate evidence that the parties have complied with the requirements of the Agreement with regards to insurance cover.

Each party must immediately inform the other party in writing about any incident inviting to claim for compensation and must provide a detailed description of the incident.

The above insurance policies:

- a. contain minimum amounts in that there is no intention that they reflect the final insurance sums and types of policy which Energinet.dk and [Insert name of business] require,
- b. are considered to have priority over other policies against the same risks that Energinet.dk or [Insert name of business] have taken out,
- c. must contain a provision stating explicitly that the rights of a party as a co-insured party will not be impaired or lost as a result of any negligence by the other party to observe safety instructions or other requirements that may prejudice the insurance cover.

Each party must pay the excess under the policies taken out by each party in accordance with point 7.11.

Each party must endeavour to ensure that its contractors and subcontractors have taken out the insurance stated in point 7.11.

## **8. Offshore and onshore sites**

During construction of the platform, [Insert name of business] must be secured access to all areas of the platform following mutual and timely briefing.

The parties agree and ensure mutual status reporting during construction of foundations, topsides and the wind farm as well as when submarine cables are being laid.

## **9. Financial matters**

A common financial document must be drawn up containing invoicing agreements, including procurement orders and time records [Insert possible references to annexes].

The document must be updated regularly.

## **10. Joint procurement**

The parties agree that it may be suitable that one of the parties manages procurement on behalf of both of the parties so that large-scale procurement benefits can be exploited from the scope of work under the Agreement.

If a party wants to be part of a procurement, said party must request the procuring party for authorisation to take over the procurement. The procuring party may then accept the request in circumstances when this is deemed appropriate.

There must always be a written agreement for joint procurement, with details of the scope of the procurement and the price.

The parties agree that joint procurement must be conducted appropriately and legally in accordance with the same standards as each party alone uses for other, similar procurement.

The procurement will be based on the agreement the procuring party has established with its supplier and therefore on the same terms and conditions as stated in this agreement. The terms and conditions for the procurement must therefore be transferred directly to the other party, without the procuring party becoming subject to any other obligation.

If possible under the procurement agreement with the supplier, a provision must be added to ensure that both parties are considered as "procurers" under the agreement and therefore have procurers' rights with regard to the vendor. If this is not possible, within a reasonable extent, the procuring party must take over the rights of the other party with regard to the supplier. If a situation arises which solely relates to the share of the delivery for the other party, and if this requires significantly increased time consumption, the procuring party must be compensated for this as agreed between the parties and in accordance with the principles in point 11 (joint trade) below.

Prices for the goods and services procured must be settled between the parties in accordance with the prices stated in the procurement agreement with the supplier. The procurement must be invoiced to the receiving party as agreed, before or after delivery with the terms of payment for the procuring party, although with a minimum of 60 days for payment.

Any internal costs incurred by the procuring party and linked to management of the part of the joint procurement paid for by the other party may, provided this was agreed beforehand, be invoiced, cf. point 11 (joint trade) below.

## **11. Joint trade**

If one party provides a service, e.g. consultancy, for the other party, [Insert amount etc.] will be demanded.

There must always be a written agreement.

If one party provides consultancy for the other party, the agreement between the parties will be subject to ABR 89, unless otherwise agreed.

## **12. Disputes**

Any disputes must be settled before Danish courts of law. In the event that [Insert name of business] has a dispute with the Danish Energy Agency regarding the Concession Agreement and (i) such dispute derives from, or is associated with, this Agreement, and (ii) the dispute with the Danish Energy Agency is referred to arbitration pursuant to the Concession Agreement, [Insert name of business], however, may require in writing that any dispute pursuant to this Agreement be processed together with the above dispute under the Concession Agreement on the sole condition that the dispute be processed in accordance with the regulations on arbitration procedures adopted by the Danish Institute of Arbitration.

Any disputes must be settled according to Danish law, including according to the principles of the Promotion of Renewable Energy Act.

## **13. Entry into force and duration**

This Agreement will apply throughout the construction phase of the facilities for transmission of power to shore. This Agreement will expire automatically without further notice when Energinet.dk has reported that the facilities for transmission of power to shore have been commissioned.

The Parties undertake to enter into an Operating Agreement concerning operation and safety for Kriegers Flak AC and Kriegers Flak CGS by no later than when Energinet.dk commissions the facilities for transmission of power to shore.

The Operating Agreement is to regulate the necessary collaboration between the parties with regards to operation and maintenance of the systems on the Platform belonging to Energinet.dk and [Insert name of business], respectively, as described in the Agreement.

Energinet.dk will prepare operating instructions in coordination with [Insert name of business] and these will be incorporated by the parties' systems operations and Maintenance sections.

The responsibilities of the operators will be agreed in a separate Operator and Connection Agreement between the parties.

## **14. Signatures**

This Agreement has been printed in two copies and each of the parties has been given one copy.

Date:

Place:

For Energinet.dk:

---

Date:  
Place:

For **[Insert name of business]**:

---

**List of appendices:**

**Appendix 1:** Platform ownership for **[Insert project]**

**Appendix 2:** Principle diagram 220 kV - 33 kV installations

SKABELON

[Insert business logo]

## Appendix 6.1.2.

### Samarbejdsaftale under Etablering

[Name of business]

[Address]

[Postal code and city]

and

Energinet.dk  
Tonne Kjærvej 53  
7000 Fredericia, Denmark

have entered into the following agreement:

### **Collaboration between [Name of business] and Energinet.dk concerning operation and safety for Kriegers Flak AC og Kriegers Flak CGS.**

Place: [Insert]

Place: [Insert]

Date: [Insert]

Date: [Insert]

Energinet.dk  
[Insert name]

[Insert name of business]  
[Insert name]

## ▪ Introduction

On [Insert date], [Insert name of business] was granted a concession to construct and operate Kriegers Flak AC og Kriegers Flak CGS, located as stated below.

The two platforms centre coordinates (UTM WGS84, Zone32):

	<b>E (m)</b>	<b>N (m)</b>
<b>KFA</b>	746.103	6.104.602
<b>KFB</b>	751.999	6.107.300

Energinet.dk and [Insert name of business] have, from today's date, entered into the following Agreement on Platform Operation (henceforth the Agreement) regarding operation and safety for Kriegers Flak AC og Kriegers Flak CGS.

This Agreement replaces the Construction Agreement concerning establishment of the facilities for transmission of power to shore for Kriegers Flak AC og Kriegers Flak CGS, which has automatically ceased following notification from Energinet.dk's to [Insert name of business] that Energinet.dk has commissioned the facilities for transmission of power to shore.

This Agreement is to regulate the necessary collaboration between the parties with regards to operation and maintenance of the systems on the Platform belonging to Energinet.dk and [Insert name of business], respectively, as described in this Agreement.

### ○ Objective

The objective of this Agreement is to provide the parties with a framework for grid connection of their respective installations, their collaboration, and for access, operation and safety of the transformer platform (henceforth the Platform), the scope of which is described below.

Furthermore, the objective of this Agreement is that the collaboration takes place under the best possible conditions for both parties. If there are opportunities for practical collaboration on a favourable, common solution to operational and maintenance tasks, the parties should aim at pursuing these.

### ○ Regulatory foundation, interpretation, amendments and changes

This Agreement is a supplement to the regulatory requirements, rights and obligations determined by sector legislation which applies on the date of the entering into the agreement.

Construction by [Insert name of business] of [Insert name of project] and construction by Energinet.dk of the facilities for transmission of power to shore with associated Platform as well as the operation of these must follow the relevant instructions as well as other relevant legislation and rules issued pursuant to this. The current edition of the regulations from Energinet.dk is always the version which can be found at [www.energinet.dk](http://www.energinet.dk).

Settlement of electricity consumption is in accordance with the governing Electricity Supply Act and rules issued pursuant to this as well as the regulations from Energinet.dk.

The parties agree that the concession of [Insert date and name and enclosed appendix] will take priority over any issues of interpretation of the text of this Agreement with regard to matters for which the parties are able to agree more detailed conditions in accordance with the relevant regulations.

Amendments to governing legislation must be complied with at all times by both parties.

This Agreement may be renegotiated at the request of one of the parties but it may only be changed by written agreement signed by both parties.

#### ○ **Contact persons**

The parties must appoint a contact person to clarify all coordination issues.

By signing this Agreement, the following has been appointed as the contact person for:

- [Insert name of business]: [Insert contact information of the appointed contact person].
- Energinet.dk: [Insert contact information of the appointed contact person].

Any other form of contact or correspondence between the parties must be written and duly signed by the party in question and sent by registered delivery, or as a scanned-in attachment to an e-mail, to the following addresses:

- [Insert name of business]: [Insert contact information of the appointed contact person].
- Energinet.dk: [Insert contact information of the appointed contact person].

Any change in contact person should be communicated in writing to the other Party immediately.

#### ○ **Costs**

The parties incur their own costs with regards to the collaboration unless the Agreement states otherwise or if a specific agreement has been made between the parties.

#### ▪ **Limits of ownership**

**Energinet.dk owns, pays for, runs and maintains the following**

Please see Appendix 6.1, Section 2.1

**[Insert name of business] owns, pays for, runs and maintains the following:**

Please see Appendix 6.1, Section 2.2

Specific master data, calculations on the quality of voltage output, systems performance calculations, etc. for the above installations must be supplied by **[Insert name of business]** as well as documented in accordance with the relevant technical regulations issued by Energinet.dk.

### ▪ **Technical installations**

This Agreement concerns grid connection and the collaboration on installations between the parties as stated above. The parties themselves manage all authority requirements for their own installations, including operation and maintenance of own installations, registration of cables, inspection of own cables etc.

The technical installations must comply with the rules and requirements stated in the relevant laws, rules and technical regulations for this type of installation. At the date of entering into of this Agreement, the above applies in particular to the High Voltage Executive Order as well as Energinet.dk's technical regulation TF 3.2.5.

The parties must mutually inform each other about changes in technical and operational circumstances that might influence the parties' installations and their operation. In the same way, as stated in this agreement, the parties must coordinate installation and operational activities which could affect the activities of the other party.

#### ○ **Metering and settlement**

Metering and settlement must be established and be in accordance with relevant regulations from Energinet.dk for technical requirements for establishment and metering for associated installations and control routines. Additional information: Please see Appendix 6.1, Section 3.3

#### ○ **Distribution of turbine production between the primary transformers**

On the Kriegers Flak A platform there is one 200 MW main transformer, the total production from this part of the wind farm. The transformer is designed for a maximum continuous load of 220-234 MVA, and may be short-term or long-term overloaded according to the specifications in IEC 60076-7.

The demands for distribution of the wind turbine production on the platform Kriegers Flak B is dictated by the load options of the two main transformers. All the three transformers are designed identically.

In the fully built scenario with a total turbine production of 400 MW on Kriegers Flak B, the output from the turbines is to be distributed with 200 MW +/- 8 MW on each transformer when two primary transformers are in operation. When

operating only one primary transformer on Kriegers Flak B, the output of the turbines through reconnection in the 33 kV connection installations should be distributed to the extent that the main transformers overload limits are not exceeded.

The carrying capacity of the 33 kV windings is limited by the maximum current. The maximum design value for supplied turbine output for a single transformer winding is based on 32 kV/3969 A/220 MVA (equivalent to approximately 234MVA at 34 kV). In addition the main transformers can be short-term or long-term overloaded according to the specifications in IEC 60076-7.

Compensation for production limitations is regulated by the Energinet.dk regulation "Compensation for offshore wind farms ordered to perform downward regulation".

- 
- **Area for [Insert name of business]'s equipment**

The design of the Platform by Energinet.dk includes the following area for [Insert name of business]'s equipment:

Energinet.dk's design of the transformer platforms will include the following space for the concession holder's equipment:

- Three rooms for the concession holder's 33 kV connection installation, one room on KFA of an estimated 9.5m x 4.0m x 3.5m (inside length x width x height) and two rooms on KFB with the same inside dimensions
- Space for three grounding resistors, located next to each of the three own-consumption transformers
- A room for the concession holder's SCADA and communications system on KFA, and a room for the concession holder's SCADA and communications system on KFB. The SCADA room on KFA is of an estimated 9.5m x 6.0m x 3.5m (inside length x width x height) and on KFB, the SCADA room has the same inside dimensions.
- Space for routings for the 33 kV cables on KFA as well as on KFB
- Space for splice boxes for optical fibres from the turbines on KFA as well as on KFB

- **Emergency response and safety plans, including access to the Platform by [Insert name of business]**

Energinet.dk will draw up an emergency response plan as well as a safety and health plan for the work on the Platform. These plans are combined with [Insert name of business]'s emergency response plans and safety and health plans.

Individual "house rules" will be drawn up for the Platform and these must be complied with by the parties.

[Insert name of business] is obligated to comply with the relevant health and safety plans (HSE) for the Platform.

The parties must ensure coordination of work procedures for all activities on the Platform as necessary to ensure minimum risks for the personnel and the equipment of the parties on the Platform.

[Insert name of business] has unlimited access to all facilities on the Platform, including the workshop, 24 hours a day, 365 days a year as long as this does not cause inconvenience to Energinet.dk, cf. however, point 6, section 4 of this Agreement. All rooms are to be left clean and tidy.

The safety officer at the Platform should always be informed about how many people are on the Platform.

The helideck at Kriegers Flak AC and Kriegers Flak CGS Transformer Station may be used for passenger transport to and from the Platform (the specific procedure is to be agreed with the helicopter company concerned).

The Platform will be considered as unmanned in the event of helicopter transport to the Platform. This means that there does not need to be a HLO (helicopter landing officer) on the helideck during helicopter landings. If there are personnel on the Kriegers Flak AC and Kriegers Flak CGS Transformer Station, an HLO has to be present on the helideck.

#### ▪ **Documentation/drawings of common interest**

The master copy (original) of the documentation will be in the possession of one of the parties. The other party will receive and file a copy in PDF-format with a remark stating where the master copy can be found (possibly including a watermark). Updated copies will not be sent out, but an updated copy can be requested if needed.

#### ▪ **Coordination and communication**

To coordinate operation and maintenance as well as safety and health work, a collaboration meeting between the parties will be arranged at least once a year.

If errors and omissions are detected on installations on the Platform, a report must immediately be made to the person responsible at [Insert name of business] and Energinet.dk respectively.

Person responsible at [Insert name of business]: [Name of person responsible].

Person responsible at Energinet.dk: [Name of person responsible].

[Insert name of business] must have access to all areas on the Platform, when Energinet.dk's control room (tel.: [Telephone number]) has been contacted on arrival at the Platform.

#### ▪ **Maintenance**

With regard to the coordination of work on the Platform and at the wind farm, planned connection and disconnection of the installation should be agreed by no less than three months before the start of the work.

Planned connection and disconnection of the cooperation link with regards to performance of work must be reconfirmed between the grid connection managers in good time - if possible (with regard to maintenance of operational requirements for the safety of people, installations and supply) three days in advance.

Connection and disconnection must always be carried out by mutual agreement between the grid connection managers.

As a minimum, communication between the grid connection managers must follow the guidelines in Chapter 5, Part 4.7 "Reports (transfer of information)" of the High Voltage Executive Order.

The responsibilities of the operators will be agreed in a separate Operator and Connection Agreement between the parties.

The parties are obligated to rectify operational problems in their own installations as soon as possible. The parties are furthermore obligated to cooperate in dealing with operational problems as necessary.

The parties must rectify as soon as possible any problems, errors and omissions in their own installations that affect the collective electricity supply grid (including the facilities for transmission of power to shore).

In the event of possible danger to people, goods or installations, each of the parties is entitled to switch off the installations in accordance with the High Voltage Executive Order and the general rules of Danish law.

## ▪ **Liability**

### ○ **Personal injury and pollution**

Each party and its operator or subcontractor are independently liable to the other party or its subcontractors in accordance with the general rules of Danish law for the claimant and/or its subcontractors' full loss as a consequence of personal injury or pollution caused by implementation of work covered by the Agreement.

### ○ **Property damage**

Each party and its operator or subcontractor are independently liable to the other party or its subcontractors in accordance with the general rules of Danish law for the claimant and/or its subcontractors' full loss as a consequence of property damage caused by implementation of work covered by the Agreement.

### ○ **Limitations of liability**

- 8.2 exclusively covers direct loss (and therefore does not cover consequential damages and indirect loss, among other things) and can at most cover a sum of up to DKK [Insert amount] per claim year (the year the injurious event takes place). However, this limitation of liability does not apply if the property damage is caused with intent or because of gross negligence.

- The above limitation of liability in 8.3.1 will apply in the same way to the operator chosen by each party. An “operator” is the business or subcontractor appointed to take charge of the day-to-day operation and maintenance of the Platform itself as well as equipment on the Platform.
- The limitations of liability in 8.3.1 and 8.3.2 apply solely to Energinet.dk (in its capacity as operator for Energinet.dk) as well as [Insert operator] (in its capacity as operator for [Insert name of business]). If a party decides to change its operator, the limitation of liability in 8.3.2 automatically ceases with regards to the new operator of the relevant party, and the limitation of liability for the new operator will be subject to renegotiation between the parties.
- With regards to a possible change of operator, the parties declare that appointment of a new operator will take into consideration the relevant requirements for technical and financial capacity, including in relation to governing legislation, the concession of [Insert date] as well as relevant authorisations and licences issued in relation hereto.
- The limitations of liability agreed on in this Agreement do not limit a party’s rights laid down by law (including section 35 of the Promotion of Renewable Energy Act) or by authority of law.

○ **Subcontractors**

A party’s liability for its subcontractors is in accordance with the general rules of Danish law. A party is not responsible for, and is not liable for, damage or loss caused by the operator of a party.

▪ **Insurance policies taken out by the parties**

Without limiting the liability of the parties in accordance with point 8, both parties must take out and maintain:

- d. All statutory or compulsory insurance, for example industrial injuries insurance, employers’ liability insurance and third-party motor insurance. With regards to industrial injuries insurance and employers’ liability insurance, the policy must (if required) include extended cover for offshore work.
- e. Common general and product liability insurance covering the liabilities to which the parties may be held liable under the Agreement or Danish or other governing legislation for an amount of at least [Insert amount] per claim and per year of insurance.
- f. Additional insurance required by governing law, licences or regulations, or and that may be necessary to fulfilment of the Agreement by the parties.

The above insurance must be taken out at the date of conclusion of this Agreement.

If insurance is not taken out or maintained in accordance with the Agreement, the other party is entitled to terminate the Agreement, if the first party does not take out the relevant insurance within 30 days of the demand.

At the request of the other party, each party must be able to present insurance certificates or some other type of documentation which is acceptable as adequate evidence that the parties have complied with the requirements of the Agreement with regards to insurance cover.

Each party must immediately inform the other party in writing about any incident inviting to claim for compensation and must provide a detailed description of the incident.

### ▪ **Joint procurement**

The parties agree that it may be suitable that one of the parties manages procurement on behalf of both of the parties so that large-scale procurement benefits can be exploited from the scope of work under the Agreement. For additional information, see points 10 and 11 of the Construction Agreement concerning joint procurement and trade.

### ▪ **Disputes**

Any disputes must be settled before Danish courts of law. In the event that [Insert name of business] has a dispute with the Danish Energy Agency regarding the Concession Agreement and (i) such dispute derives from, or is associated with, this Agreement, and (ii) the dispute with the Danish Energy Agency is referred to arbitration pursuant to the Concession Agreement, [Insert name of business], however, may require in writing that any dispute pursuant to this Agreement be processed together with the above dispute under the Concession Agreement on the sole condition that the dispute be processed in accordance with the regulations on arbitration procedures adopted by the Danish Institute of Arbitration.

Any disputes must be settled according to Danish law, including according to the principles of the Promotion of Renewable Energy Act.

### ▪ **Transfer of the Agreement**

[Insert name of business] is entitled to transfer the Agreement to one or more new co-owners of **Kriegers Flak AC og Kriegers Flak CGS**.

### ▪ **Signature**

This Agreement has been printed in two copies and each of the parties has been given one copy.

Date:

Place:

For Energinet.dk:

---

Date:

Place:

For [Insert name of business]:

---

SKABELON

[Insert logo of business]

## Appendix 6.1.3

### Samarbejdsaftale under Etablering

[Name of business]

[Address]

[Postal code and city]

and

Energinet.dk  
Tonne Kjærvej 53  
7000 Fredericia, Denmark

has entered into the following agreement:

#### **Operator and Connection Agreement between [Name of business] and Energinet.dk concerning the connection of electricity supply installation – Kriegers Flak AC and Kriegers Flak CGS .**

This Agreement was concluded on the basis of paragraph 5, Part 4.5.4 Connection of Electricity Supply Installations, of the Danish High Voltage Executive Order.

Place: [Insert]

Place: [Insert]

Date: [Insert]

Date: [Insert]

Energinet.dk

[Insert name of business]

[Insert name]

[Insert name]

## 15. Contracting parties

This Operator and Connection Agreement (hereinafter the Agreement) was concluded between:

- the operator for Energinet.dk approved by the Danish Safety Technology Authority, [Insert name of the operator]

of the one part, and

- the operator for [Insert name of business] approved by the Danish Safety Technology Authority, [Insert name], of the other part.

## 16. Scope of the Agreement

The Agreement covers connection of the 33 kV connection installation of [Insert name of business] to Energinet.dk's 220MVA transformers.

## 17. Border between operator areas

The border between operator areas is shown in appendix [Insert no.].

The border between operator areas is set at:

- 33 kV terminals on 220MVA transformer(s)

Operators are responsible for operation and maintenance of the electricity supply installations within their respective operating areas.

Paragraph 5, Part 7 of the High Voltage Executive Order provides guidelines for inspection and maintenance.

## 18. Connection management

Unless otherwise agreed, connection management in the respective operator areas will be carried out on behalf of the operators by:

- the grid connection manager on duty at Energinet.dk's Electricity Control Centre: See appendix 1 "Contact information"
- The grid connection manager on duty from [Insert name of business]: See appendix 1 "Contact information"

The operators are responsible for updating contact information and exchanging this information between the grid connection managers on duty and the operators.

## 19. Planned connections

With regard to coordination of work on the platform and in the wind farm, planned connection and disconnection of the installation must be agreed by no less than 3 months before the start of the work.

Planned connection and disconnection of the interconnection during performance of work should be reconfirmed in good time - if possible (with regard to operational requirements for the safety of personnel and security of the installation and supply) 3 days before - between the grid connection managers.

Connection and disconnection must always be carried out by mutual agreement of the grid connection managers.

As a minimum, communication between the grid connection managers must follow the guidelines in paragraph 5, Part 4.7 "Reports (transfer of information)" of the High Voltage Executive Order.

## **20. Unplanned connections**

A grid connection manager who, out of consideration of personnel or installations, needs to carry out connections in the adjoining operator area, is entitled to carry out such connections as fast as possible after contacting the relevant grid connection manager.

In the event of faults on the interconnection, where the fault has not been localised to a specific operating area, the connections must be planned and carried out in consultation with the grid connection managers.

When the fault has been localised, the grid connection manager in the operator area in which the fault has occurred has charge of the remaining fault location/investigation.

Information about the condition of the current connection must be passed on as quickly as possible to the grid connection managers of the installations affected by the fault if the managers themselves do not know what the fault is about and the condition of the connection.

## **21. Access to station installations in common areas**

Within their own operating areas, the operators are responsible for authorisation and supply of keys/admission cards to the station area and station installations.

Keys/admission cards may only be supplied according to the guidelines in paragraph 5, Part 4.5.5 "Keys" of the High Voltage Executive Order.

Access to station installations in common areas must be in accordance with the guidelines in paragraph 5, Part 4.12.5 "Conduct in station areas" of the High Voltage Executive Order.

Access to installations located in common station areas must be under the authority of the operator of the respective installations.

The operator who provides access for personnel to installations in common areas is responsible for the personnel receiving sufficient instructions on conduct at the installations between the operating areas.

## 22. Updates of the Agreement

If changes are made within the respective operator areas – including the contact information in appendix 1 – the part with respect to whom the changes are made must take initiative to update this Agreement.

## 23. Disputes

Any disputes must be settled before Danish courts of law. In the event that [Insert name of business] has a dispute with the Danish Energy Agency regarding the Concession Agreement and (i) such dispute derives from, or is associated with, this Agreement, and (ii) the dispute with the Danish Energy Agency is referred to arbitration pursuant to the Concession Agreement, [Insert name of business], however, may require in writing that any dispute pursuant to this Agreement be processed together with the above dispute under the Concession Agreement on the sole condition that the dispute be processed in accordance with the regulations on arbitration procedures adopted by the Danish Institute of Arbitration.

Any disputes must be settled according to Danish law, including according to the principles of the Promotion of Renewable Energy Act.

## 24. Signature

This Agreement has been printed in two copies and each of the Parties has been given one copy.

Date:

Place:

On the behalf of Energinet.dk:

\_\_\_\_\_

Date:

Place:

On the behalf of [Insert name of business]:

\_\_\_\_\_

\_\_\_\_\_

## Appendices:

### Appendix 1: Contact information

## Appendix 1: Contact information

### **[Insert name of business] – [Insert name of project]**

- Operator: [Insert name]
  - Direct tel: [Insert no.]
  - Mobile: [Insert no.]
  - Email: [Insert]
  
- Grid connection manager: [Insert name]
  - Direct tel: [Insert no.]
  - Mobile: [Insert no.]
  - Email: [Insert]

### **Energinet.dk**

- Operator: [Insert name]
  - Direct tel: [Insert no.]
  - Mobile: [Insert no.]
  - Email: [Insert]
  
- Grid connection manager: [Insert name]
  - Direct tel: [Insert no.]
  - Mobile: [Insert no.]
  - Email: [Insert]