CONTRACT ON DELIVERY AND SALE/PURCHASE OF ELECTRICITY WHILE CONNECTING TO THE DISTRIBUTION NETWORK, INSPECTING, TESTING AND COMMISSIONING OF A POWER PLANT UNDER CONSTRUCTION (RECONSTRUCTION)

MARKET LIBERALIZATION AND ELECTRICITY TRADE (MLET) PROGRAM

December 2019

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Yerevan _____ _____20

The Company

hereinafter, the Generator
represented by ___________________________ on the one side,

(Name, Surname, Position)

and ___________________________

(Company name)

hereinafter, the Distributor (Universal Supplier) represented by

____________________________________

(Name, Surname, Position)

on the other side, collectively known as the Parties and separately known as the Party, being guided by
the Energy Law and other laws of the Republic of Armenia, as well as in cases prescribed in this Contract
by the Public-Private Partnership (hereinafter referred to as PPP) agreements in the cases provided for
herein, this Contract and other legal acts, have concluded this Contract on the following:

I. DEFINITIONS USED IN THE CONTRACT

1. The main definitions used in the context of this Contract are as follows:

I) Trading Rules

The wholesale electricity market trading rules of the Republic of Armenia approved by the Commission.
2) **Generation License**
The electricity (capacity) generation license No. ___issued to the Generator.

3) **Commercial Meter**
Electricity (capacity) commercial metering device stated in this Contract.

4) **Plant**
________________ power plant of ____ MW installed capacity with electricity purchase guarantee stated by the Law or by PPP agreement.

5) **Electricity System Operator (ESO)**
An entity holding the electricity system operator services provision license.

6) **Commission**
Public Services Regulatory Commission of the Republic of Armenia.

7) **Metering Point**
A boundary point or a point at the distribution network close to the boundary point, where the metering complex is placed.

8) **Metering Complex**
A set of combined devices (current and voltage transformers, electrical energy meters (control and commercial), impulse sensors, modems, adders and connection wires that are connected to each other according to the scheme approved by design) which is designed for measuring and settlement of electricity (capacity).

9) **Settlement Month**
A period starting at 00:00 of the first day until 24:00 of the last day of a calendar month.

10) **Special Account**
A special account (accounts) in a commercial bank (banks) operating on the territory of the Republic of Armenia opened by the Distributor to secure the guarantee payments for electricity (capacity) delivered and services provided to Generators with 30 MW and up installed capacity, wholesale market participants and service providers.

11) **Connection Point**
The physical point at the Distribution Network to which the Plant is connected.

12) **Electricity Market Operator (EMO)**
An entity holding a license for provision of market operation services.

13) **Boundary Point**
Border of balance ownership of electricity facilities of Parties.

14) **Control Meter**
A meter for control metering of electricity (capacity), defined in the Contract.

15) **Technical Conditions**
Technical requirements (Annex 1) for connection of the Plant to the Distribution Network provided by the Distributor to the Generator according to the principle of implementing least cost connection (reconstruction) works by the Parties, agreed upon with the ESO.
2. SUBJECT OF CONTRACT

2. By this Contract:

1) The Distributor shall ensure connection of the Generator’s Plant under construction (reconstruction) to the Distribution Network;

2) The Generator shall deliver electricity produced during the processes of inspection, testing and commissioning of the Plant to the Distributor and the Distributor shall pay for electricity delivered;

3) The Generator shall produce, and the Distributor shall purchase the total amount of electricity and/or capacity delivered by the Generator as prescribed by the Law or in the presence of PPP agreement the defined amount of electricity and/or capacity by stated timeframe.

3. DISTRIBUTION NETWORK CONNECTION PROCEDURE AND DELIVERY OF ELECTRICITY DURING INSPECTION, TESTING AND COMMISSIONING

3. The connection of the Plant to the Distribution Network shall be implemented according to the connection diagram developed based on the Technical Conditions.

4. The Technical Conditions shall be provided for the period defined for construction of the Plant as it is stated in the Generation License and may be extended once the construction period is extended, for the same period and on the same terms.

5. If for connection of the Plant to the electric network the Distributor needs to modify the network to adjust it to the reconstructed electric facilities, the Distributor shall be required to accomplish necessary works (including the network design changes) before _________ (which should not exceed the period of 90 business days preceding the day of effectiveness of the Technical Conditions), by notifying the Generator within 5 days about the completion of works.

6. Electric facilities being reconstructed or newly constructed on the Distribution Network as it specified in the Provision 5 of this Contract, shall be the property of the Distributor, and the installed Metering Complexes, as well as any equipment and software packages required for connection to the automated electricity (capacity) metering system shall be the property of the Generator.

7. In the process of developing (modifying) the Plant construction (reconstruction) design, in case of changes in the Technical Parameters, the Generator shall inform in writing the Distributor about those changes so that corresponding changes, if such are necessary, be made in the
Technical Conditions. The Distributor shall provide to the Generator its conclusion on whether Technical Conditions are changed or left unchanged along with appropriate justifications within 15 days after the receipt of the application. In case of disagreement of the Generator, the dispute shall be resolved according to the Chapter 10 of this Contract.

8. According to the Technical Conditions, the Generator shall implement activities (including design and construction works) required for connection of the Plant to the electric network and at least 70 days prior to the expiration of the effectiveness of the Technical Conditions shall apply to the Distributor for obtaining a permission for actual connection or for energizing the line (hereinafter, the Permission for Connection) submitting the following documents:

1) Application for Connection, according to the requirements of the Annex 2 of the Contract;

2) Copy of the conclusion by a state authorized body responsible for technical supervision on the results of commissioning of the electric installation;

3) Connection Operations Program;

4) Protocol developed according to the Provision 40 of this Contract (tripartite act).

9. Within 10 business days after receiving the application specified in the Provision 8 above, the Distributor shall check the compliance of the documents provided by the Generator with the requirements of this Contract and shall submit the Connection Operations Program and the Application to the ESO’s approval.

10. Within 5 business days after receiving the required information from the Distributor, the ESO shall inform the Distributor on whether the Connection Operations Program and the Application for Connection are approved, or deficiencies are revealed therein.

11. Upon receiving the conclusion of the ESO, the Distributor within 5 business days shall forward to the Generator the Permission for Connection (in case of positive conclusion) or shall inform about deficiencies revealed (in case of negative conclusion).

12. In case of failure of the Generator to eliminate the revealed deficiencies, the Permission for Connection shall not be issued to the latter.

13. Within 5 business days upon issuance of the Permission for Connection, the Generator shall apply to the Distributor and the ESO in writing specifying the desirable date for actual connection (energization) of the Plant to the Distribution Network.

14. If the desirable date specified by the Generator for connection (commissioning, testing) of the Plant is not acceptable for the ESO due to reliability and safety considerations, the ESO shall in 3 business days negotiate with the Generator on moving on the date of connection (commissioning, testing) not to exceed 10 business days of the date previously specified by the Generator.

15. The actual connection of the Plant to the Distribution Network shall be implemented based on the design (connection scheme) developed according to the Technical Conditions and
Connection Operations Program mentioned in the Provision 8 of this Contract and be fixed in the Annex 3 of the Contract on Technical Parameters for Connection of the Plant.

16. Starting the moment of delivery of electricity from the Plant to the Distribution Network until the completion of the construction period fixed in the Generation License, the electricity delivered to the Distributor shall be considered to be delivered during the inspection, testing and commissioning works; metering and calculation of payments for such electricity shall be performed according to the Chapter 6 of this Contract taking into account the specific requirement of the Provision 17 of this Contract.

17. The payment for electricity delivered by the Generator during inspection, testing and commissioning works shall be paid by the Distributor within the period starting the day the first resolution on setting a tariff for electricity delivered from the Plant came into effect until the 25th day of the next settlement period, at a tariff approved by the Commission for the given Plant, not to exceed the tariff rate set for the plant that covers the balance of electricity in the given settlement period.

18. Changes to the Technical Conditions and the Technical Parameters stated in the Annex 3 to this Contract may be introduced exclusively upon mutual consent of the Parties.

4. SALE AND PURCHASE OF ELECTRICITY

19. Upon completion of the construction period adjusted by the Commission’s resolution and stated in the Generation License, sale of electricity shall be carried out according to this Contract.

20. The receipt of electricity by the Distributor without limitations (regardless of the reasons of occurrence of such) at the Connection Point, the maximum annual duration of suspension periods, except for the cases defined in the Sub-Provisions 1 and 2 of the Provision 52, shall amount to 87.6 hours, while in case of exceeding this value the Parties shall be guided by the Provision 47 of this Contract, unless otherwise prescribed by the PPP agreement.

21. The tariff for sale of electricity to the Distributor shall be set by the Commission. In cases and procedures defined by the Law, the electricity may be sold to the Distributor at a price lower than the one approved by the Commission. The sale price of electricity shall be stated in the Annex 4 of this Contract.

22. Where the tariff is changed by the Commission, the new tariff shall come into effect from the date defined by the Commission. In such cases the Parties shall be required to make corresponding changes in the Annex 4 of this Contract.

5. RIGHTS AND RESPONSIBILITIES OF PARTIES

23. The Parties shall be guided by the RoA Energy Law and other laws of the Republic of Armenia, this Contract and other legal acts.

24. The Distributor shall:
1) Develop the Technical Conditions and in case of necessity, make corresponding changes in the Technical Conditions, or provide a conclusion on leaving them unchanged as it is required according to the Chapter 3 of the Contract;

2) In case and period provided for by the Provision 5 of this Contract, perform works at its own expenses on reconstruction of its electric installations notifying the Generator about the accomplishment of such works;

3) Issue a Permission for Connection to the Generator or inform the Generator about the deficiencies revealed, according to the Chapter 3 of this Contract;

4) Ensure actual connection of the Plant constructed (reconstructed) according to the Technical Conditions to the Distribution Network as it is required by the Chapter 3 of this Contract;

5) In case of failure of the Generator to perform necessary works and to apply to the Distributor pursuant to the Provision 8 of this Contract, implement actual connection of the Plant to the Distribution Network upon completion of required works by the Generator and corresponding notification of the Distributor according to the Chapter 3 of this Contract;

6) Accept electricity produced during inspection, testing and commissioning works;

7) Pay for electricity delivered during inspection, testing and commissioning works, according to the procedures and periods defined by this Contract;

8) Maintain the maximum annual indicator specified in the Provision 20 of this Contract; before the 6th day inclusive of the month next to the Settlement month, notify the Generator about the total duration of suspension of electricity supply at the Connection Point during the Settlement month, by days and by hours of a day;

9) For 20 years starting the day the first resolution on setting a tariff for electricity delivered from the Generator to the Distributor came into effect, accept the whole amount of electricity delivered by the Generator, according to this Contract, Transmission Network Code and Trading Rules;

10) Pay for electricity delivered, according to the procedures and periods defined by this Contract;

11) Pay penalty to the Generator for violation of contractual obligations, according to the Chapter 8 of this Contract;

12) Ensure fulfillment of obligations in respect of the Metering Complexes that are stated in the Chapter 7 of this Contract;

13) Ensure free access of authorized representatives of the Generator and EMO to its premises to perform necessary examination (checking) of the Metering complex, if the latter is located on its territory.
25. The Distributor shall have the following rights:

1) To refuse issuance of the Permission for Connection in case of non-compliance of documents subject to submission by the Generator as specified in the Provision 8 with the requirements of this Contract and failure of the Generator to eliminate the deficiencies revealed according to the Provision 12 of this Contract;

2) To refuse connection of the Plant to the Distribution Network in case of violation of the Technical Conditions and Connection Operations Program by the Generator;

3) To impose penalty for non-fulfillment of obligations under this Contract by the Generator, according to the Chapter 8 of this Contract;

4) To access to the premises of the Generator to perform necessary examination (checking) of the Metering Complex.

26. The Generator shall be obliged:

1) In case provided for in the Provision 7 of this Contract to notify the Distributor in writing on making respective changes in the Technical Conditions, if any are of necessity;

2) Throughout the entire duration of its activities not to violate the connection scheme designed according to the Technical Conditions and the Technical Parameters stated in the Annex 3 of this Contract, including all modifications and changes thereof;

3) To ensure production of 80% of the designed annual electricity output during the first 10 tariff years defined for the Plant, including at least 60% of annual delivery to the Distribution Network, and production of 70% of electricity for the next 10 tariff years, including at least 50% of annual delivery to the Distribution Network, unless otherwise prescribed by the PPP agreement;

4) To incur charges and responsibilities associated with purchase, installation, replacement and operation (including maintenance, repair and storage) of necessary electric facilities and Metering complexes located before the Boundary Point, as well as the equipment and software required for connection to the automated metering system of the Distribution Network;

5) To ensure fulfilment of obligations related to the Metering Complex according to the Chapter 7 of this Contract;

6) In procedures coordinated with the Distributor and EMO, to ensure access of the authorized representatives of the Distributor and EMO to its premises to carry out necessary examination (checking) of the Metering Complex.

27. The Generator shall have the right:

1) To impose penalties on the Distributor for non-fulfillment of contractual obligations, according to the Chapter 8 of this Contract;
2) To access to the premises of the Distributor to perform necessary examination (checking) of the Metering Complex, if the latter is located on the territory of the Distributor;

3) To surrender its rights stated in this Contract, including through a collateral.

6. METERING AND PAYMENT FOR ELECTRICITY TRADED

28. Electricity delivered from the Generator to the Distributor shall be metered by the EMO according to the Trading Rules.

29. Metering of electricity delivered shall be implemented by the EMO for the Boundary Point based on data obtained from commercial (control) meters specified in the Annex 5 of this Contract. If the Metering Complex is installed beyond the Boundary Point, the amount of technological losses occurred at electric facilities in between the Boundary and Metering Points shall be subtracted or added to the amount of electricity metered by the Metering Complex. The technological losses shall be calculated according to the procedures defined in the Annex 9 of this Contract.

30. By the end of the Settlement month based on the metering devices data, the EMO shall develop the Act on electricity subject to payment (Annex 6) and submit it for signatures of the Parties before the 6th day inclusive of the next Settlement Month.

31. If no objections are arisen with regard to the Act, the Parties shall sign the Act on electricity subject to payment provided by the EMO before the 12th day inclusive of the month next to the Settlement month.

32. Once the Parties signed the Act on electricity subject to payment, the Generator shall before the 15th day inclusive of the month next to the Settlement Month develop an invoice for electricity delivered and submit it to the Distributor.

33. The Distributor shall sign (approve) the invoice for electricity delivered by the Generator only if the Act on electricity subject to payment has been signed by the Generator.

34. The Distributor shall make a payment from the Special Account for electricity delivered during the Settlement Month before the 25th day inclusive of the month following the Settlement Month.

35. Starting the 5th day of each month the amounts being deposited to the Special Account shall be considered pledged in favor of the Generator, according to the Collateral Contract signed between the Distributor and the Generator. The Collateral in respect of the Generator shall be considered terminated once financial liabilities of the Distributor towards the Generator as of the end of the previous month are completely fulfilled.

36. Where the Distributor fails to pay to the Generator by the time defined in the Contract, the Generator shall be eligible to apply to the guarantee issued bank to have its claims met under that guarantee. In case the funds under the guarantee are not sufficient to cover the amounts claimed by the Generator and amounts to be covered by the guarantee issued bank, the Distributor within 5 business days required for revision of claims and issuance of the resolution
transfer deficient amounts to the Special Account (Accounts) and pay to the Generator in the amount sufficient to cover the claims and the remaining (deficient) funds.

7. METERING COMPLEX

37. The Metering Complex shall be installed at the Boundary Point (in case of reasonable justification and EMO’s approval, it may be installed beyond the Boundary Point).

38. The Generator shall ensure the compliance of the Metering Complex with the Transmission Network Code requirements (including in terms of location and installation requirements).

39. The Metering Points selected, the quantity and accuracy classes of Control and Commercial Meters and metering transformers, as well as secondary circuits shall comply with the requirements of the Transmission Network Code and be coordinated with the EMO at the stage of design. The layout of the Metering Complex and main parameters shall be attached to this Contract.

40. The location and replacement of electricity (capacity) Metering Complexes or their individual elements shall be implemented by the Parties in the presence of the EMO, by developing a corresponding protocol (tripartite act) as specified in the Annex 7 of this Contract.

41. The clipboards of meters or their location boxes shall be sealed (unsealed) by the EMO in the presence of Parties and a corresponding protocol (tripartite act) shall be developed. Metering Transformers (current and voltage), their electric panels or doors of their location boxes shall be sealed by Parties upon the initiative of one of the Parties, and a bilateral protocol shall be developed.

42. While replacing the Metering Complex or its individual elements, the Generator shall ensure transfer of alternative metering data to the EMO that would be acceptable for the EMO.

43. Where the integrity of the Metering Complex is violated or any failure is disclosed, starting the moment of disclosure until the end of the next business day, the Party shall be required to inform the EMO about this and to write a notice on the deficiencies or failures of the equipment in a special log, as well as take measures to eliminate the deficiencies or to replace the equipment in the shortest possible time.

44. In case of failure of the Metering Complex, the commercial metering of electricity (capacity) by the EMO shall be implemented based on the Control Meter data.

8. RESPONSIBILITIES OF PARTIES

45. For non-fulfillment or inadequate fulfillment of obligation under this Contract the Parties shall bear responsibility in procedures defined by this Contract, the Transmission Network Code, Trading Rules and the Law.

46. In case of violation of obligations provided for by the Sub-Provisions 4-6 of the Provision 24 of the Contract, the Generator shall be eligible to request a compensation for each delinquent day to be paid by the Distributor in the amount of 20 AMD for each kWh of the average daily
designed output of the Plant, not exceeding 365 days. In case a Tariff Agreement is available in the Generation License approved by the Commission, the Generator shall have the right to request that instead of the specified 20 AMD the Distributor pay a compensation for each delinquent day and for each kWh of the average daily designed output of the Plant in the amount equal to the tariff defined in the Tariff Agreement, however not exceeding the tariff rate set for the plant that covers the balance of electricity in the given Settlement Month. In case the tariff rate defined in the Tariff Agreement is expressed in other currency, not in AMD, then the average currency exchange rate expressed in AMD that has been announced by the Central Bank of Armenia on the first delinquent day shall be used for calculation of the compensation amount.

47. In case of violation by the Distributor of the maximum annual indicator specified in the Provision 20 of this Contract, the Generator shall have the right to impose payment of a compensation by the Distributor for each delinquent hour to be equal to the product of the average quantity of electricity per hour delivered during the same month of the previous year and the tariff rate of the Generator effective as of the delinquent month. If no electricity has been delivered during the same month of the previous year, then the average quantity of electricity delivered per hour during the previous month shall be accepted in the calculation as the average quantity per hour, and if no electricity has been delivered during the previous month, then the average quantity of the Plant's designed output per hour shall be accepted as the average hourly quantity.

48. In case of violation of payment periods mentioned in the Provisions 17 and 34 of this Contract, the Generator shall have the right to impose a penalty on the Distributor equal to 0.1 % of the unpaid amount for each delinquent day, not to exceed the unpaid amount in total.

49. In case if amount of electricity delivered by the Generator was less than that defined in the Sub-Provision 3 of the Provision 26 of this Contract, the Distributor shall be eligible to impose a penalty on the Generator for each outstanding kWh to be equal to the difference between the Generator’s tariff effective as of the given tariff year and the tariff set for the plant that covers the electricity balance.

50. In case of calculating a penalty the principle amount (if such is available) out of all payments by the Party shall be covered on the first place based on the time limits set for the payment, and only then the calculated penalty shall be paid.

9. **FORCE MAJEURE SITUATIONS**

51. The Parties shall not be responsible for the breach of contract obligations, if those were caused by force-majeure situations in terms of these Contract, any circumstances or events (after-effects) that resulted (may result or will result) in non-fulfillment or inadequate fulfillment of the contractual obligations and at the same time is characterized by features stated below, is considered to be a force majeure situation:

1) occurs out of control of the Party,
2) The Party undertook all possible measures and efforts (including precautional, alternative, legally defined) to prevent, eliminate, mitigate or avoid the mentioned circumstances (after-effects).

3) The Party has informed the other Party about such circumstances in the shortest possible period of time but not later than within 10 days after being notified about it.

52. In terms of these Contract, particularly the following situations are considered force majeure:

1) Natural and man-made disasters, epidemics, natural forces (including floods, earthquakes, hurricanes, tornados, thunderstorms, heavy rains with lightening, snowstorms, landslips), nuclear, chemical and biological contamination strikes, public disorders.

2) Rebellions, terrorism, wars, invasions, armed conflicts, actions of external enemies and blockade, which take place on or involves the territory of the Republic of Armenia and couldn’t be reasonably prevented.

3) An act, activity or inactivity of a state and municipal agency or other authorized body, due to which no permission or right was issued or extended to facilitate fulfillment of obligations stated in this License, or due to which fulfillment of obligations was hindered, on condition that the Licensee acted in compliance with the RoA legislation.

53. Provision 52 of these Rules does not restrict the Party’s right to apply to the Commission once any extraordinary or unavoidable circumstances other than the abovementioned happened, and to request the Commission to consider them force majeure, if they can be classified as such according to this Chapter.

10. DISPUTE RESOLUTION

54. All disputes and disagreements arising from this Contract shall be solved through negotiations, and in case of a written application of one of the Parties - through the Commission’s mediation.

55. If no consensus is obtained for final dispute solution, the matter shall be transferred to the Arbitration Tribunal, in procedures and terms defined in the Annex 8 of this Contract.

56. Where the disputable issue is about the Act on electricity subject to payment developed by the EMO, then upon a written application of one of the Parties the EMO shall in 3 business days and not later than before the 13th day inclusive of the month next to the Settlement Month solve the dispute including by organizing a discussion with interested parties.

57. If it is not possible to solve the disputable issue in procedures and dates defined in the Provision 56 above, then the Parties shall be required to sign the Act on electricity subject to payment that was developed by the EMO as a result of the above mentioned procedure before the 13th day inclusive of the month next to the Settlement Month and the Distributor shall be obliged to make the payment and only then to solve the dispute. The claiming party shall be required to attach his special opinion to the Act on electricity subject to payment.
11. ADDITIONAL CONDITIONS

58. The Parties shall be obliged to strictly follow the orders (instructions) of the ESO given within its authority, which could not relate to restriction or suspension of delivery of electricity by the Generator.

59. The Parties shall provide the copies of this Contract to the EMO and the ESO.

60. If as of the moment of signing this Contract the Plant is in the process of connection (or has been connected) to the transmission network, this Contract shall be effective in terms of implementation of inspection, testing and commissioning works and sale/purchase of electricity. If the Plant is in the stage of generating electricity as stated in the Generation License, this Contract shall be effective only in terms of sale/purchase of electricity.

61. Upon mutual agreement of the Parties other provisions may be defined in the Annex 9 of this Contract that will not contradict to this Contract, the Commission’s resolutions and other legal acts.

12. VALIDITY OF CONTRACT, MODIFICATION OR TERMINATION PROCEDURE

62. This Contract shall come into force from the moment of its registration with the Commission and shall be valid:

1) In terms of provisions on connection of the Plant to the Distribution Network, until obligations of the Parties stated in the Provisions 3-16 of the Chapter 3 are completely fulfilled,

2) In terms of provisions related to implementation of inspection, testing and commissioning works, until the obligation defined in the Provision 17 of this Contract is completely fulfilled,

3) In terms of provisions related to sale/purchase of electricity as defined in this Contract, until the completion of the period of guaranteed purchase of electricity generated at the Plant.

63. In case if a new model form was approved or amendments or supplements were introduced by the Commission to the actual model form of the Contract on delivery of electricity during the processes of connecting the Plant under construction (reconstruction) to the Distribution Network, as well as inspection, testing and commissioning of that Plant, the Parties shall be required to sign a new Contract or to make corresponding amendments or supplements to the acting Contract within the period defined by the Commission.

64. Amendments to this Contract shall be made in writing upon mutual agreement of the Parties on condition that those do not contradict this Contract, acts approved by the Commission or other legal acts.
65. Amendments to or termination of this Contract shall not relieve the Parties from fulfillment of obligations that were undertaken and not satisfied prior to the change of the Contract or from responsibility for non-fulfillment of those.

66. The Contract shall be terminated:

1) Upon mutual consent of the Parties,

2) Upon unilateral initiative of the Distributor, if the Generation License has been considered void on condition that the Generator has been dully notified,

3) Upon unilateral initiative of the Generator on condition that the Distributor has been notified in advance,

4) In other cases, specified by Law.

67. This Contract shall be developed in three legally valid and equal copies by one for each Party and the Commission.

13. NOTIFICATION OF PARTIES

68. The Parties shall be obliged to deliver notices, notifications and other documentation in a dully manner. The documents shall be considered dully delivered, if they have been sent by an ordered letter to the address for notifications specified in this Contract, by email specified in Prerequisites of the Parties with the receipt confirmed, or have been handed personally with acceptance note, as well as other ways of delivery, unless other proper way of delivery is specified in the Trading Rules or the Transmission Network Code or this Contract for specific cases.

69. In case of changes in the notification prerequisites specified in this Contract, the Parties shall inform each other in writing within 5 days after making such changes.

70. If the Party did not inform about the changes in the address for notifications, any information sent to the address for notifications that is specified in this Contract, shall be considered dully delivered.

14. LIST OF ANNEXES MAKING INTEGRAL PART OF CONTRACT

71. The following are the integral parts of this Contract:

1) Annex 1 - Technical Conditions for Connection of the Plant to the Distribution Network;

2) Annex 2 – Application for Permission for Connection to the Distribution Network;

3) Annex 3 – Technical Parameters for Connection of the Plant to the Electric Network;

4) Annex 4 – Agreement on Sale Price of Electricity;
5) Annex 5 – Information on Boundary, Metering Points, Commercial (Control) Meters and Metering Transformers;

6) Annex 6 – Act on Electricity Subject to Payment;

7) Annex 7 – Protocol (Act) on Installation and Replacement of Electricity (Capacity) Metering Complexes or their Individual Elements;

8) Annex 8 – Arbitration Tribunal Procedures;

GENERATOR

Location ___________________

Account Number ______________

Phone ________________________

Email _________________________

Fax __________________________

Generation License No. _________

Director __________________________

  (signature, name, surname)

DISTRIBUTOR

Location ___________________

Account Number ______________

Phone ________________________

Email _________________________

Fax __________________________

Generation License No. _________

Director __________________________

  (signature, name, surname)

PUBLIC SERVICES REGULATORY COMMISSION OF ARMENIA

Registration date: __________________

Registration number: __________________

Authorized body: ______________________ (signature, name, surname)
## ANNEX 1. TECHNICAL CONDITIONS FOR CONNECTION OF THE PLANT TO THE DISTRIBUTION NETWORK

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## COORDINATED WITH

### SYSTEM OPERATOR

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ANNEX 2. APPLICATION FOR DISTRIBUTION NETWORK CONNECTION PERMISSION

GENERATOR

________________________________________

(POSITION, NAME, SIGNATURE)

___ __________20___
## ANNEX 3. TECHNICAL PARAMETERS FOR CONNECTION OF THE PLANT TO THE ELECTRIC NETWORK

<table>
<thead>
<tr>
<th>DISTRIBUTOR</th>
<th>GENERATOR</th>
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### SYSTEM OPERATOR

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ANNEX 4. AGREEMENT ON SALE PRICE OF ELECTRICITY

Tariff for electricity delivered by the Generator to the Distributor, approved by the Commission is as follows:

Electricity Tariff ____________AMD/kWh

By this Agreement the Distributor and the Generator upon mutual consent sent the following price for electricity:

Electricity Price ____________AMD/kwh

Electricity price shall become effective from ________________, 20__ and shall remain effective until a new electricity tariff is approved by the Commission.

DISTRIBUTOR

________________________
(POSITION, NAME, SIGNATURE)

___ __________20__

GENERATOR

________________________
(POSITION, NAME, SIGNATURE)

___ __________20__
ANNEX 5. INFORMATION ON BOUNDARY, METERING POINTS, COMMERCIAL (CONTROL) METERS AND METERING TRANSFORMERS

1. The Boundary (Delivery) Points of the ___________________ (Generator) are the following

   a. Commercial (Control) Metering Points

   b. Data of Metering Transformers of Commercial (Control) Meters

<table>
<thead>
<tr>
<th>Location</th>
<th>Meter</th>
<th>Metering Transformer</th>
<th>Party responsible for integrity of commercial meters, metering transformers on the territory being the property of or controlled by the Generator</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Current</td>
<td>Voltage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Type, nameplate, type and number of the seal,</td>
<td>Permissible current (A)</td>
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<td>2</td>
<td>3</td>
<td>4</td>
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<td>DISTRIBUTOR</td>
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</tbody>
</table>
## ANNEX 6. ACT ON ELECTRICITY SUBJECT TO PAYMENT

Distributor __________________________
Generator __________________________

Settlement Period ___ ________ 20_, to ___ ________ 20_
Total quantity of electricity delivered _________ kWh
Basis ____________________________________

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<tr>
<th>DISTRIBUTOR</th>
<th>GENERATOR</th>
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**COORDINATED WITH**

**MARKET OPERATOR**

(POSITION, NAME, SIGNATURE)

___ ________20_
# Annex 7. Protocol (ACT) on Installation and Replacement of Electricity (Capacity) Metering Complexes or Their Individual Elements

## Nameplate of the Removed Meter (CT, VT)

<table>
<thead>
<tr>
<th>Type (make)</th>
<th>Meter reading From Bus To Bus</th>
<th>Last meter calibration</th>
<th>Nominal current A</th>
<th>Nominal voltage, V</th>
<th>Current Transformer Ratio</th>
<th>Accuracy</th>
<th>Voltage Transformer Ratio</th>
<th>Accuracy</th>
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## Nameplate of the Installed Meter (CT, VT)

<table>
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<tr>
<th>Type (make)</th>
<th>Meter reading From Bus To Bus</th>
<th>Last meter calibration</th>
<th>Nominal current A</th>
<th>Nominal voltage, V</th>
<th>Current Transformer Ratio</th>
<th>Accuracy</th>
<th>Voltage Transformer Ratio</th>
<th>Accuracy</th>
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Notice

__________________________________________________________________________________________

__________________________________________________________________________________________

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**Distributor**

__________________________ (Position, name, signature)

**Generator**

__________________________ (Position, name, signature)

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**Coordinated With**

**Market Operator**

__________________________ (Position, name, signature)
ANNEX 8. ARBITRATION TRIBUNAL PROCEDURE

1. Where the disputable issue is not possible to solve through negotiations, it shall be transferred to the Arbitration Tribunal upon a written claim of one of the Parties, based on the requirements of International Chamber of Commerce Arbitration Rules.

2. Under this Annex the Arbiters’ Selection Procedure may be defined.

3. Arbitration shall be held at the following location __________.

4. The language of communication and documentation related to Arbitration Procedure shall be __________.

5. Any decision or award made in the process of Arbitration shall be final and binding for the Parties and shall be subject to mandatory implementation in defined procedures.

6. Arbitration charges, including arbiters’ payments, shall be made as follows: __________.

7. In the process of dispute resolution defined in the Provision 55 of this Contract or Arbitration procedures, before decision is made on disputable issues the Parties shall continue fulfillment of their obligations under this Contract.

DISTRIBUTOR

__________________________
(POSITION, NAME, SIGNATURE)

____ _________20____

GENERATOR

__________________________
(POSITION, NAME, SIGNATURE)

____ _________20____
ANNEX 9. OTHER PROVISIONS

1. Other provisions being defined by the Parties in this Annex shall not contradict to this Contract, Acts of the Commission and other legal documents.

2. []

DISTRIBUTOR

__________________________
POSITION, NAME, SIGNATURE

___ __________ 20 ___

GENERATOR

__________________________
(POSITION, NAME, SIGNATURE)

___ __________ 20 ___