**Inter connection agreement (Net Metering Arrangement)**

(Individual Consumer)

This Agreement is made and entered into at (location) ……………...........on this (date) .................day of (month) ......................year ...................between

The Eligible Consumer(s) by the name of............................................................having or leasing the premises at (address).....................................................................as **First party**

AND

Department of Power Nagaland (herein after called as Distribution Licensee or Licensee) and represented by..................................................................................... (Designation of office) and having its registered office at (address).............................................................................as Second party of the agreement.

And whereas, the........................................... (Name of the Licensee) agrees to provide grid connectivity to the eligible consumer for injection of the electricity generated from his RTS system of capacity ..................kW into the power system of Licensee as per conditions of this agreement and RTS Regulations/Orders issued by the Nagaland Electricity Regulatory Commission (NERC).

Both the parties hereby agrees to as follows:

1. **Eligibility**
   1. Eligibility for Net Metering arrangement has been specified in the NERC (Rooftop Solar Grid Interactive System Gross/Net Metering) Regulations, 2019 (herein after referred to as RTS Regulations, 2019). Eligible consumer or third party owner is required to be aware, in advance, of the standards and conditions his system has to meet for being integrated into grid/distribution system.
2. **Technical and Interconnection Requirements**
   1. The First Party agrees that, his Rooftop Solar generation system and Net Metering system will conform to the standards and requirements specified in these regulations and in the following Regulations and codes as amended from time to time.
3. Central Electricity Authority (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013 and subsequent amendments thereof;
4. Central Electricity Authority (Installation and Operation of Meters) Regulation, 2006 and subsequent amendments thereof;
5. Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010 and subsequent amendments thereof;
6. NERC Electricity Grid Code Regulations, 2012.
7. NERC Supply Code Regulations, 2012.
8. Any other provisions applicable to the electricity consumer of the Distribution Licensee.

2.2 First Party agrees that, he/she has installed or will install, prior to connection of RTS system to Licensee's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Licensee to have access to and operation of this, if required and for repair & maintenance of the distribution system.

2.3 First Party agrees that, in case of a power outage on Licensee's system, RTS system will disconnect/isolate automatically and his system will not inject power into Licensee's distribution system.

2.4 All equipment connected to distribution system shall be compliant with relevant International (IEEE/IEC) or Indian standards (BIS) and installations of electrical equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulation, 2010.

2.5 First Party agrees that Licensee will specify the interface/interconnection point and metering point.

2.6 First Party and Second Party agree to comply with the relevant CEA and NERC Regulations in respect of operation and maintenance of the RTS system, drawings and diagrams, site responsibility schedule, harmonics, synchronization, voltage, frequency, licker etc.

2.7 Due to Licensee's obligation to maintain a safe and reliable distribution system, First Party agrees that, if it is determined by the Licensee that the respective owner's RTS system either causes damage to and/or produces adverse effects effecting other consumers or Licensee's assets, First Party will have to disconnect RTS system immediately from the distribution system upon direction from the Licensee and correct the problem at his own expense prior to a reconnection.

1. **Clearances and Approvals**
   1. The First Party agrees to obtain all the necessary approvals and feasibility clearance before connecting the RTS system to the distribution system.
2. **Access and Disconnection**
   1. Licensee shall have access to metering equipment and disconnecting means of the solar RTS system, both automatic and manual, at all times.
   2. In emergency or outage situation, where there is no access to the disconnecting means, both automatic and manual, such as a switch or breaker, Licensee may disconnect service to the premises of the eligible consumer.
3. **Liabilities**
   1. Eligible consumer and Licensee will indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of RTS system or Licensee's distribution system.
   2. Licensee and eligible consumer will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.
   3. Licensee shall not be liable for delivery or realization by eligible consumer for any fiscal or other incentive provided by the Central/State Government beyond the scope specified by the Commission in its relevant Order.
   4. The Licensee may consider the quantum of electricity generation from the Rooftop Solar system towards RPO.
4. **Commercial Settlement**
   1. All the commercial settlement under this agreement shall follow the RTS Regulations, 2019 issued by the NERC.
5. **Connection Costs**
   1. The First Party shall bear all costs related to setting up of RTS system including metering and interconnection costs. The First Party agrees to pay the actual cost of modifications and upgrades to the service line required to connect RTS system to the grid in case it is required.
6. **Termination**
   1. The First Party can terminate the agreement at any time by providing Licensee with 90 days prior notice.
   2. Licensee has the right to terminate the agreement on 30 days prior written notice, if First Party commits a breach of any of the term of this agreement and does not remedy the breach within 30 days of receiving written notice from Licensee of the breach.
   3. First Party shall, upon termination of this agreement, disconnect the RTS system from License's distribution system in a timely manner and to Licensee's satisfaction.

In witness, whereof, Mr...................................................for and on behalf of (Eligible consumer or third party owner) and Mr. .................................................. for and behalf of (Licensee) sign this agreement in two original.

**Eligible Consumer/ Third Party Distribution Licensee**

Name Name

AddressDesignation

Service connection No.Office Address