Template contract for financing renewable energy projects

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1. Definitions
2. Obligation to build the renewable energy installation(s) and connect it/them to the grid
3. Change of the location of the renewable energy installation(s)
4. Division of the Price-Premium Contract
5. Guarantee for the retention penalty
6. Extension of the time limit
7. Payment of price premiums, etc.
8. Declaration
9. Conditions
10. Transfer of the Price-Premium Contract by the [Contracting Authority/ Renewable Energy Operator]
11. Transfer of the Price-Premium Contract by the Beneficiary to a third party
12. Processing of personal data
13. Retention penalty
14. Breach
15. Termination on the grounds of a decision of ineffectiveness
16. Termination on the grounds of an annulment of the award decision
17. Applicable law and venue
18. The beginning and duration of the Price-Premium Contract
19. Language
20. Separate and independent agreement
21. Signatures
Obligation to establish and connect installation

- Obligation to construct and connect the renewable energy installation to the grid
- Timetable & update
- Timeframe for connection after signing the contract
- Beneficiary responsible for obtaining all necessary permits etc
- Extension of time limit possible for specific reasons
- Retention penalty
Payment of price premium

- Price offered
- Currency
- On the basis of electricity delivered to the grid
- Index
- Not granted for production in hours when the spot price is not positive
- Monthly for previous month
- Beneficiary responsible for selling production to the market and bear the costs
- Duration
The beneficiary declares...

- Not convicted...
- No unpaid overdue debt of...
- No conflict of interest or competition infringement in the tendering procedure
Conditions

- Does not exceed the installed capacity specified
- All electricity is delivered to the grid
- Declarations are correct
- Does not apply for/receive other support
- Work on project has not started yet
- Provide all info to Contracting Authority/Renewable Energy Operator
Transfer

• Contracting Authority/Renewable Energy Operator to another public institution or any institution or private entity ultimately controlled by the CA/REO or another public authority or mainly financed by public funds

• Beneficiary not entitled during specific period – afterwards with written consent
Breach

- Termination of the contract
- Right to price premium ceases
- Written notice with description and deadline for rectification
- Possibility to terminate if contract was declared awarded ineffectively or annulment of award decision
Thank you for your attention!

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