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INFORMATION PACK

COLLABORATION AGREEMENT

BETWEEN

EIRGRID PLC

and

[SUCCESSFUL APPLICANT]¹

IN RELATION TO ORESS TONN NUA

¹ **Note to the Draft:** Successful Applicant being the winning bidder of the ORESS Tonn Nua Auction.

This COLLABORATION AGREEMENT (the “Agreement”) is dated [] 2025.

BY AND BETWEEN

- (1) **EIRGRID PUBLIC LIMITED COMPANY**, incorporated in Ireland with registered number 338522, whose registered address is The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4, D04 Y2Y4, Ireland (hereinafter referred to as “**EirGrid**” which expression shall where the context so admits or requires include its assigns and legal successors in title under any restructuring of EirGrid by the Government of Ireland), and
- (2) [], incorporated in Ireland with registered number [] whose registered address is [], Ireland (hereinafter referred to as the “**Successful Applicant**”).

Collectively referred to herein as the “**Parties**” or individually as a “**Party**”.

RECITALS

- A. ORESS Tonn Nua refers to the first phase of the second offshore Renewable Electricity Support Scheme competition. The ORESS Tonn Nua Auction (as defined in the Tonn Nua Terms and Conditions) was conducted on [Date] 2025 for the award of 900 MW of offshore wind generation support within the Project Development Area (as defined in the Tonn Nua Terms and Conditions), and [] was declared by the Department of the Environment, Climate and Communications (“**DECC**”) to be the Successful Applicant on [] in accordance with the ORESS Tonn Nua terms and conditions, (the “**Tonn Nua Terms and Conditions**”).
- B. The Successful Applicant will now proceed to develop and deliver the windfarm array generation assets of [900 MW], [] (the “**Successful Applicant’s Project**”) whilst EirGrid, as transmission system operator licensed under Section 14(1)(e) of the Electricity Regulation Act 1999 (as amended) (the “**TSO**”) will develop and deliver the transmission assets for Tonn Nua, consisting of two offshore substations, two onshore substations, offshore and onshore electrical transmission cables and related works (“**EirGrid’s Project**”).
- C. Each of the Tonn Nua Terms and Conditions, and the Grid Connection Information (as defined in the Tonn Nua Terms and Conditions) published by EirGrid, as TSO, reference the entry by the Parties into an agreement for collaboration (being this Agreement).
- D. In this regard, although the Parties acknowledge that the Successful Applicant’s Project is solely a matter for the Successful Applicant and EirGrid’s Project is solely a matter for EirGrid, the Parties have agreed that it is in their mutual interest and in the interest of the delivery of “**Tonn Nua**” (which comprises the offshore windfarm project supported by ORESS Tonn Nua (as defined in the Tonn Nua Terms and Conditions) and related works including EirGrid’s Project) that they cooperate and collaborate and as such have agreed that it is prudent to set out a collaborative process by way of this Agreement.

This Agreement provides a general framework for cooperation between the Parties and expresses the Collaboration Principles (as defined below) that the Parties will apply in order to achieve the Collaboration Objectives as set out herein. This Agreement is not exhaustive and is not intended to be legally binding between the Parties, except where specifically stated to be legally binding.

1. Purpose

The purpose of this Agreement is to put in place a framework for collaboration and cooperation between the Parties and, in this regard, to set out on a non-binding basis, unless otherwise specified:

- 1.1 the outline stages of Tonn Nua, to be used as a guide for the Parties in their mutual collaboration and cooperation, as more particularly described in Clause 2;
- 1.2 certain overarching and working principles applicable to Tonn Nua (the “**Collaboration Principles**”), as more particularly described in Clause 3;
- 1.3 the shared objectives of the Parties (the “**Collaboration Objectives**”), as more particularly described in Clause 4;
- 1.4 the manner in which a collaborative working committee with representatives from both Parties (the “**Tonn Nua Committee**”) may be established and operated, as more particularly described in Clause 5;
- 1.5 a dispute resolution process, as more particularly described in Clause 6;
- 1.6 a practical and reciprocal project baseline variation reporting process, as more particularly described in Clause 7; and
- 1.7 a roadmap towards the delivery of Tonn Nua,

thereby allowing each Party to appreciate and prepare for its respective tasks and obligations and enabling respective internal decision making and approvals processes. Further, the Agreement will be a catalyst for greater cooperation and collaboration thereby increasing the flow of information between the Parties, increasing the Parties' knowledge and awareness with regard to Tonn Nua, and ultimately assist in achieving a successful outcome for Tonn Nua and Ireland's energy transition.

2. Tonn Nua Stages

2.1 General

Tonn Nua can be divided into four distinct stages, namely: (1) Pre-Construction Activities; (2) Delivery; (3) Commissioning, and (4) Operational (each a “**Stage**” and together the “**Stages**”). Whilst the activities and works relating to each Stage are to be carried out broadly sequentially, in practice, Stages may also overlap. The collaboration undertaken by the Parties shall be guided by the Stages as outlined below.

2.2 Stage 1 – Pre-Construction Activities Stage

During Stage 1, the “**Pre-Construction Activities Stage**”, the Parties will achieve certainty as regards design, planning, consenting, licensing, procurement and other pre-construction activities and deliverables. Each Party will conduct its own activities in accordance with its own needs and programme, the Tonn Nua Terms and Conditions and applicable regulatory decisions, within the global footprint of a common Stage 1.

2.3 Stage 2 – Delivery Stage

During Stage 2, the “**Delivery Stage**”, each Party will progress the delivery of the Successful Applicant's Project and the EirGrid Project respectively (including offshore and onshore construction, installation, cable laying, etc) and the achievement of clearly delineated milestones. Programme alignment, functional specification alignment and technical interfaces are central to the collaboration within this Stage.

2.4 Stage 3 – Commissioning Stage

During Stage 3, the “**Commissioning Stage**” each Party will, to the extent appropriate in the context of Tonn Nua, take the form of the standard process applicable to any large generation and transmission build. Both Parties will be involved, along with relevant contractors and stakeholders, in commissioning works in accordance with the programme and specification.

2.5 Stage 4 – Operational Stage

Stage 4 (the “**Operational Stage**”) is the stage during which both the EirGrid Project and the Successful Applicant's Project shall operate (and be maintained) in order to deliver the Tonn Nua generation capacity to the onshore transmission system.

2.6 Grid Connection Agreement

The Parties acknowledge that the Grid Connection Agreement (as defined in the Tonn Nua Terms and Conditions) shall provide for activities (including for TSO engagement) and specify obligations which shall apply during and across the Stages and in this regard the Parties hereby accept the primacy of the terms of the Grid Connection Agreement over this Agreement.

3. **Collaboration Principles**

The following Collaboration Principles are applicable to Tonn Nua and are set out for clarity:-

- 3.1 Grid Connection Agreement. The Grid Connection Agreement, shall take precedence over this Agreement and the Parties shall take full account of its precedence in the delivery of Tonn Nua, including those provisions of the Grid Connection Agreement in relation to cooperation in respect of the consenting for and delivery of non-contestable works.
- 3.2 Legal and Regulatory Framework applicable to EirGrid. EirGrid will at all times operate within the overarching legal and regulatory framework applicable to EirGrid and to grid developments (and the related industry norms, processes and approvals which may be applicable at any Stage of Tonn Nua).

- 3.3 Tonn Nua Terms and Conditions. It is acknowledged that Tonn Nua, being a novel project, will be subject to various DECC and Commission for Regulation of Utilities (“CRU”) approvals, and both Parties recognise the benefit of engaging with DECC and the CRU in a timely and complete manner in this regard and further that EirGrid has no authority to amend or supplement the Tonn Nua Terms and Conditions.
- 3.4 Common Vision and Understanding. While conflicting pressures and priorities may exist between the Parties, it is important to ensure a common understanding of Tonn Nua is documented and shared at all Stages between the Parties. Ensuring this common vision and understanding of the scope of Tonn Nua, the Successful Applicant's Project and EirGrid's Project respectively shall focus attention on key issues regarding delivery, programme and specification and in particular interface points and any perceived dependencies between each of the Successful Applicant's Project and EirGrid's Project.
- 3.5 Standard Procedures. That, where existing standard guidelines, procedures and agreements are appropriate for Tonn Nua (not being inconsistent with other specifically agreed procedures for Tonn Nua), the Parties will in the first instance work together and independently to identify and to ensure the adoption of such guidelines, procedures etc. to the extent relevant to the respective Party.
- 3.6 Risk Identification. That risks will be called out, in particular those risks relating to interface points and any perceived dependencies between each of the Successful Applicant's Project and EirGrid's Project, so that the Parties can share perspectives on how those risks could be mitigated and/or managed in furtherance of the respective projects without adversely impacting the other.
- 3.7 Tonn Nua Committee. The Parties agree to establish a collaborative working committee for Tonn Nua with the mandate to facilitate collaboration and cooperation at each Stage of delivery of Tonn Nua. The Tonn Nua Committee shall operate in accordance with Clause 5.
- 3.8 Stakeholder Engagement. That the CRU, DECC, ESB Networks, the local community and others are engaged with meaningfully, in a coordinated and constructive manner by _____ the _____ Parties.
- 3.9 Cooperation and Collaboration. That EirGrid shall progress the EirGrid Project and the Successful Applicant shall progress the Successful Applicant's Project in the context of an understanding of and commitment to cooperation and collaboration between the Parties.
- 3.10 Communication. That the successful delivery of Tonn Nua is based on a commitment to identify and communicate in a timely and professional manner any potential issues relating to Tonn Nua, particularly relating to the interaction of the Successful Applicant's Project and the EirGrid Project and further that such communication and

information sharing generally be done in accordance with best practices and the confidentiality provisions set out at Clause 10.

- 3.11 Governance. That each of the Successful Applicant and EirGrid will ensure that appropriate governance structures are in place to manage and support timely decision making in relation to Tonn Nua.
- 3.12 No Obligations. That it is accepted that (save as provided in Clause 9.7) no risk, liability or obligation (financial or otherwise) can be transferred to, created or imposed upon a Party as a result of this Agreement or the collaboration arising under this Agreement.

4. Collaboration Objectives

The following Collaboration Objectives are applicable to Tonn Nua and are set out for clarity:-

- 4.1 To facilitate the successful delivery of the EirGrid Project and the Successful Applicant's Project and Tonn Nua in accordance with the respective programmes of the Parties.
- 4.2 To facilitate a successful technical interface between EirGrid's Project and the Successful Applicant's Project.
- 4.3 To assist budget adherence and discipline for both the EirGrid Project and the Successful Applicant's Project.
- 4.4 To provide an early warning mechanism to prevent minor issues escalating or compounding so that they adversely impact the delivery of the EirGrid Project, the Successful Applicant's Project or Tonn Nua.
- 4.5 To facilitate an effective health and safety environment for all parties.
- 4.6 To create a professional and mutually beneficial forum to assist in the successful delivery of Tonn Nua.
- 4.7 To facilitate successful operation and maintenance planning and implementation for Tonn Nua.
- 4.8 To successfully contribute to Ireland's overall energy transition goal and to be a pathfinder for follow-on projects.

5. Tonn Nua Committee

- 5.1 It is agreed that the Parties shall create the Tonn Nua Committee, a working committee which shall consist of an equal number of representatives from each Party (initially no more than three, but as mutually agreed) and shall meet on a regular basis, initially monthly, but as mutually agreed.

- 5.2 The Tonn Nua Committee is not a decision-making body and is to be chaired jointly by a nominated representative of EirGrid and the Successful Applicant.
- 5.3 The Tonn Nua Committee may decide to focus on particular competencies within Tonn Nua for particular meetings or at particular times during the course of Tonn Nua, including but not limited to technical, planning, consenting, legal, grid code compliance, interface, operation and maintenance, programme and such focus areas shall be at the discretion of the Tonn Nua Committee.
- 5.4 The Parties will seek to leverage and share, to the extent that each Party is legally permitted to do so, their collective knowledge and experience in offshore renewable energy generation development and offshore transmission system development, bearing in mind respective confidentiality provisions and the confidentiality requirements set out in Clause 10 below.
- 5.5 The cooperation and collaboration between the Parties under this Agreement will be operationalised through the Tonn Nua Committee which will engage and share relevant information, as a priority, on the following topics:-
 - 5.5.1 respective planning, consenting and licensing applications;
 - 5.5.2 respective project design and design interface;
 - 5.5.3 technical information including but not limited to operation and maintenance interface management, SCADA and communications links and metering;
 - 5.5.4 delivery of the EirGrid Project and the Successful Applicant's Project, in particular aspects of mutual dependence including but not limited to relevant project milestones and stranded asset mitigation measures;
 - 5.5.5 programme alignment, date change mechanisms, programme mitigations; and
 - 5.5.6 mechanisms, in accordance with the Tonn Nua Terms and Conditions, for any required amendment of the Grid Delivery Date prior to the Grid Standstill Date.

6. Dispute Resolution Process / Escalation Pathway

- 6.1 In the event of any disagreement, dispute or difference between the Parties that is strictly germane to the obligations and requirements arising under this Agreement (the "**Dispute**"), the Parties shall endeavour to resolve that matter in accordance with Clause 6.2. For clarity, any dispute(s) arising which is not germane to the terms of this Agreement or disputes which relate to how a Party intends to proceed with its project shall not be dealt with under this Clause 6.
- 6.2 Disputes may be referred to the Representative Officer of EirGrid and the Representative Officer of the Successful Applicant (as each is identified in accordance with Clause 12), with a view to resolving the Dispute. The Representative Officers shall act in good faith to attempt to amicably agree on a resolution to the subject matter of

such Dispute. If, notwithstanding the foregoing, a matter remains in dispute for more than twenty-eight (28) days after the date on which it is referred to a Representative Officer as aforesaid, the provisions of Clause 6.3 shall be applied.

- 6.3 If the matter cannot be resolved through the negotiation referred to in Clause 6.2, the Dispute will be referred to the [Chief Infrastructure Officer] of EirGrid and the [] of the Successful Applicant. They shall act in good faith to attempt to amicably agree on a resolution to the subject matter of such Dispute. If, notwithstanding the foregoing, a matter remains in dispute for more than twenty-eight (28) days after the date on which it is referred to the [Chief Infrastructure Officer] of EirGrid and the [] of the Successful Applicant as aforesaid, the provisions of Clause 6.4 shall be applied.
- 6.4 If the matter cannot be resolved through the negotiation referred to in Clause 6.3, the Dispute may be referred by either Party to a single mediator to be nominated by the Parties, or in default of agreement, by the President for the time being of the Law Society of Ireland, or in the event of his being unwilling or unable to do so by the next senior officer of the Law Society of Ireland who is willing and able to make the appointment provided always that these provisions shall apply also to the appointment (whether by agreement or otherwise) of any replacement mediator where the original mediator (or any replacement) has been removed by order of the High Court, or refuses to act, or is incapable of acting or dies. The costs of the mediator shall be borne equally by the Parties.
- 6.5 Failing a resolution of a Dispute in respect of a provision of this Agreement which is specified at Clause 9.7 to be legally binding through mediation such Dispute shall be decided by an independent arbitrator agreed by the Parties or, in default of agreement, appointed by the President for the time being of the Law Society of Ireland or in the event of his being unwilling or unable to do so by the next senior officer of the Society who is willing and able to make the appointment provided always that these provisions shall apply also to the appointment (whether by agreement or otherwise) of any replacement arbitrator where the original arbitrator (or any replacement) has been removed by Order of the High Court, or refuses to act, or is incapable of acting. The costs of the arbitrator shall be borne in such proportion as the arbitrator shall determine to be fair and reasonable in all circumstances or, if no such determination is made, by the Parties in equal proportions. The findings and submissions to the arbitrator shall be deemed and remain always strictly confidential as between the parties. The place of arbitration under this Clause 6 shall be Dublin, Ireland.

7. Baseline Variation Process

- 7.1 The Parties shall meet as soon as practicable after the execution of this Agreement, to communicate and share their respective project baselines. In doing so, each Party shall set out their respective project baselines and the assumptions underlying such baselines, insofar as possible to the other Party. It is acknowledged that such collaboration is to be within the extant knowledge of the relevant Party and the bounds of any applicable confidentiality agreements.

- 7.2 The Parties shall endeavour to collaboratively prepare Tonn Nua baselines on the basis of the respective project baselines shared in accordance with Clause 7.1 above, with detailed noting of key interface elements and critical project dependencies. Each Party shall update the other Party on any substantive changes to their respective baselines under Clause 7.1 and the underlying assumptions relevant to such baselines, particularly where such changes would impact on the Tonn Nua baselines.
- 7.3 In the event that any information arising as a result of this process, or otherwise, during the term of this Agreement may impact (in any material way) a respective Party's obligations in respect of their individual project, such Party should make this impact known without delay to the other Party and concurrently to relevant third parties as provided under the Clause 7.4 below.
- 7.4 In the case of EirGrid becoming aware of impacts to its project obligations it shall inform the DECC and the CRU in writing as soon as practicable. In the case of the Successful Applicant becoming aware of impacts to its project obligations it shall inform DECC without delay.
- 7.5 In particular regard to Clause 7.3, any information that impacts materially on technical interface, programme, or technical design shall be shared with the other Party as a matter of urgency so as to enable the other Party to ascertain if such information has a material impact on that other Party's project and/or on Tonn Nua.
- 7.6 The provision pursuant to Clause 7 of any such information by the Successful Applicant to EirGrid or EirGrid to the Successful Applicant shall not and shall not be deemed to satisfy any obligation that the relevant Party has to provide such information to DECC or CRU or otherwise under the Tonn Nua Terms and Conditions.

8. Intellectual Property Rights

- 8.1 For the purposes of this Clause 8, "**Pre-existing IPR**" shall comprise any Intellectual Property Rights (as defined below) developed by either Party independently from this Agreement and which such Party may make available in connection with this Collaboration Agreement or otherwise makes available for Tonn Nua and includes all modifications, adaptations or derivative works of the same notwithstanding who created any such modification, adaptation or derivative work but excludes all Results (as defined below).
- 8.2 As between the Parties, each Party shall remain the sole owner of its Pre-existing IPR which it shall solely own notwithstanding that it may make such Pre-existing IPR available in connection with this Agreement or which it may otherwise make available for Tonn Nua. In respect of any Pre-existing IPR which one Party may make available to the other Party, the Party making available such Pre-existing IPR hereby grants to the other Party a non-exclusive, royalty-free licence to use that Pre-existing IPR for the sole purpose of Tonn Nua without the right to either commercialise for any other project or sublicense to any third party or an affiliate PROVIDED THAT such other Party shall be entitled to grant a royalty free sublicense to contractors or any affiliate engaged in relation to Tonn Nua to use that IPR solely for the purposes of Tonn Nua).

- 8.3 Each Party agrees that any reports and other documents and associated Intellectual Property Rights, developed or contributed by the Parties specifically for the purpose of Tonn Nua further to this Collaboration Agreement ("**Results**"), shall be jointly owned by the Parties unless otherwise agreed by the Parties. Any dispute in respect of whether these rights have been created through each Party's contribution shall be dealt with in accordance with the dispute resolution provisions set out in Clause 6 above.
- 8.4 The Parties shall, using best endeavours, seek to agree in respect of any contracts with third parties to be entered into during the term of this Collaboration Agreement that ownership of any Results developed by such third party contractor shall either (i) vest in the Parties jointly or (ii) that the Parties be granted a non-exclusive, royalty-free licence (with the right to sublicense to any affiliate or third-party) over and in respect of such Results.
- 8.5 Each Party shall be entitled to use the jointly owned Results for the purposes of Tonn Nua and, in this case of EirGrid, in the performance of its functions, in each instance on a royalty-free basis and without requiring the prior consent of the other joint owner.
- 8.6 Each Party shall be entitled to otherwise exploit the jointly owned Results and to grant non-exclusive licenses to third parties (without any rights to sub-license) if the other joint owner is given at least forty-five (45) calendar days advance notice; and fair and reasonable compensation, as determined by the Parties acting reasonably, is paid.
- 8.7 On termination of this Agreement, each Party shall be entitled to use the results in accordance with the provisions set out above.
- 8.8 Third party claims
- 8.8.1 If a Party receives any notice, demand, letter or document or other intimation concerning any claim that the use or possession of any Intellectual Property Rights of a Party pursuant to this Agreement or of any Intellectual Property Rights developed by or on behalf of Parties pursuant to this Agreement or any information, data or material provided by a Party to the other Party pursuant to this Agreement infringes the Intellectual Property Rights of any third party (a "**Claim**"), that Party shall give notice in writing to the other Party as soon as reasonably practicable.
- 8.8.2 Where any Claim relates to the Pre-existing IPR of one Party, or any information, data or material provided by one Party, which is required for the purposes of Tonn Nua, that Party (the "**Responsible Party**") shall take all such steps as are practicable to enable it to continue to make such Pre-existing IPR, information, data or material available to the extent required for the purposes of Tonn Nua. The Responsible Party shall take such steps as are necessary to resist and take conduct of such Claim and the other Party shall provide such reasonable assistance necessary in respect of same. The costs of such negotiations and proceedings shall be paid for by the Responsible Party. The Responsible Party shall indemnify the other Party against all costs, claims and proceedings arising from the Claim.

- 8.8.3 Where any Claim relates to jointly owned IPR or the Results, the Parties shall take such steps as are necessary to jointly resist such Claim and shall have joint conduct of any defence, dispute, compromise, settlement or appeal of the Claim and all proceedings in respect of the Claim and of any incidental negotiations and all losses incurred in relation to such Claim shall be shared equally.

"Intellectual Property Rights" or "IPR", means all or any (as the context requires) trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights in computer software), moral rights, database rights, design rights (whether registered or unregistered), rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

9. Legal Effect

- 9.1 The Parties agree that the provisions of this Agreement do not create and are not intended to create (nor should they be deemed to create) any rights and obligations under law; any legitimate expectations; or impose any financial obligations; or place any legally binding obligation on the Parties, save as provided for in this Clause 9.
- 9.2 Any rights, duties, obligations and liabilities of the Parties under this Agreement are in every case, several and not joint or joint and several.
- 9.3 Nothing contained in this Agreement (nor actions taken pursuant to or in relation to this Agreement) constitutes any of the Parties as agent, employee, representative, partner or trustee of the other, or creates any agency, employment, representative relationship, partnership or trust for any purpose whatsoever.
- 9.4 No decisions or communications made or actions taken pursuant to or in relation to the subject matter of this Agreement shall be interpreted or construed as creating any agency, employment, representative relationship, partnership or trust for any purpose whatsoever.
- 9.5 Neither Party has any authority or power to act for, or to create or assume any responsibility or obligation on behalf of, any other Party.
- 9.6 All costs resulting from each Party's cooperation and collaboration under this Agreement are to be borne by the Party or person that incurs them, unless otherwise mutually agreed between the Parties.
- 9.7 Notwithstanding the foregoing in Clause 9.1, the provisions of Clause 6 (insofar as they relate to Disputes in relation to those other Clauses specified in this Clause 9.7), Clause 8, Clause 9, Clause 10, Clause 11 and Clause 13 shall be fully enforceable and legally binding on the Parties from the date hereof.

10. Confidentiality

- 10.1 The Parties agree that all non-public information obtained by any Party pursuant to this Agreement (“**Confidential Information**”) shall be deemed strictly confidential and shall not, without the prior written consent of the other Party, be disclosed to any person or entity for any reason or purpose whatsoever, except: (i) in accordance with Clause 10.2 below, or (ii) as required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.2 The Parties acknowledge and agree that Confidential Information, obtained by one Party from the other Party pursuant to this Agreement, may be shared by the receiving Party with its respective employees, representatives, external contractors, advisers and consultants is permitted provided that such employees, representatives, external contractors, advisers and consultants have entered into a confidentiality agreement/non-disclosure agreement or are required to adhere to a confidentiality / non-disclosure arrangement which complies with or is equivalent to this Clause 10 with the relevant Party in respect of the Confidential Information shared with them.
- 10.3 Notwithstanding Clause 10.2 above, the Parties acknowledge and agree that nothing in this Clause 10 will prevent or restrict either Party from disclosing the existence of this Agreement in discussions with:
- 10.3.1 potential funders or investors (including for the avoidance of doubt any parent company of the Successful Applicant), to the extent those funders or investors need to know such information for the purpose of such funding or investment PROVIDED THAT such funders or investors shall at all times agree and adhere to the confidentiality provisions set out in this Clause 10; or
- 10.3.2 relevant authorities including the Maritime Area Regulatory Authority, the CRU and the DECC.
- 10.4 The Parties agree that the obligations under this Clause 10 shall remain in full force and effect for five (5) years from the date of termination of this Agreement in accordance with Clause 11 below.
- 10.5 On termination of this Agreement in accordance with Clause 11 below, each Party shall, if so requested, return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information.

11. Term and Termination of Agreement

- 11.1 The term of this Agreement shall begin on the date of execution (the “Effective Date”) and continue for a period of 30 (thirty) years or until terminated, whichever is earlier.
- 11.2 The Agreement may be terminated:
- 11.2.1 by either Party upon mutual agreement in writing of the Parties at any time;
or

- 11.2.2 with immediate effect by the non-defaulting Party giving written termination notice to the other Party where there is a material breach of the terms, with a particular emphasis on Clause 10, and where such breach has not been remedied within 15 days of a notice to remedy by the non-defaulting party; or
- 11.2.3 by EirGrid with immediate effect by giving written notice to the Successful Applicant where, pursuant to CRU Decision Paper CRU2024124 (the "**Grid Connection Pathway Decision**"), the Full Connection Offer (as defined within the Grid Connection Pathway Decision) is not applied for by the Successful Applicant within 3 months of the Notice of Award of the Phase 2 Auction; or
- 11.2.4 by EirGrid with immediate effect by giving written notice to the Successful Applicant where the Successful Applicant fails to provide within a period of [] months of submission of its application for the Full Connection Offer all required technical information to EirGrid that is required by EirGrid in relation to the Full Connection Offer; or
- 11.2.5 by EirGrid with immediate effect by giving written notice to the Successful Applicant where, pursuant to Grid Connection Pathway Decision, the Full Connection Offer is invalidated by reason of the Successful Applicant not obtaining or maintaining the ORESS Letter of Offer or the Maritime Area Consent or Final Planning Consent; or
- 11.2.6 by EirGrid in circumstances where the Full Connection Offer or any extant Grid Connection Agreement relating to Phase 2 is terminated.

12. Representative Officers:

For the purposes of this Agreement, the representative officers of the Parties to this Agreement shall be:

	Name	Role	Email
EirGrid	[]	[]	[]
[Successful Applicant]	[]	[]	[]

13. Miscellaneous

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland.
- 13.2 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties.
- 13.3 Save as otherwise provided for in the Agreement, the expiry of the term of the Agreement shall not affect any right or obligation which may have accrued prior to such expiry or any other terms of this Agreement including obligations which by their nature can only be performed after or should or are expressed to survive such expiry.
- 13.4 The Parties each represent that in providing "**Personal Data**" (being any information relating to an identified or identifiable natural person) to one another they will comply with all applicable data laws and regulations (including but not limited to the General Data Protection Regulation (GDPR) (EU) 2016/679 and the Data Protection Act 2018,

as amended). The Parties each agree that any Personal Data obtained from the other Party will be deemed “Confidential Information” of the other Party as defined in this Agreement whether or not the Personal Data is publicly available. The Parties shall provide security for the Personal Data they receive from each other and limit its disclosure and use.

- 13.5 Neither Party shall or shall attempt to assign this Agreement or any of its rights under this Agreement without the prior written consent of the other.
- 13.6 Failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any other occasion.
- 13.7 This Agreement may be signed in any number of counterparts, each of which shall constitute one and the same instrument. Each Party agrees that this Agreement may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of each Party’s intention to enter into this Agreement as if signed by each Party’s manuscript signature.

IN WITNESS WHEREOF, whereof the Parties have entered into this AGREEMENT on the date first mentioned herein.

On behalf of EirGrid PLC

By []²

[]

On behalf of the Successful Applicant

By []

[]

² **Note to the Draft:** Signatories to be confirmed.