



ENUGU STATE ELECTRICITY REGULATORY COMMISSION

**ENUGU STATE OFF-GRID ELECTRIFICATION (OGE)
REGULATIONS, 2025**

November 2025

These Regulations set out the framework for the development, registration, operation, and oversight of off-grid electrification systems within Enugu State. It aims to provide a flexible, investor-friendly, and consumer-protective environment for the deployment of decentralized energy systems to accelerate electricity access across the State. These Regulations are issued pursuant to the Enugu State Off-Grid Electrification (OGE) Policy, 2024 and the Enugu State Electricity Law, 2023.

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CHAPTER 1

General

1. Short Title

These Regulations may be cited as the Enugu State Off-Grid Electrification (OGE) Regulations, 2025.

2. Commencement

(1) These Regulations shall come into effect on the date it is approved by a resolution of the Commission

(2) The Regulations shall be signed by the Chairman and another Commissioner who shall cause the seal of the Commission to be affixed thereon.

3. Definition of Terms

“Affordability Analysis” means a documented assessment submitted by an operator showing the ability of target customers especially vulnerable groups to pay for electricity services under proposed tariffs.

“Applicant” means any person or entity that applies to the Commission for a registration, permit, or to operate a mini-grid under these Regulations.

“Authorized Representative” means any individual or entity duly appointed by a community, customer group, or cooperative to negotiate or engage with the mini-grid operator on their behalf.

“Buyout” means the acquisition of mini-grid assets by a distribution licensee or other entity upon distribution network extension into the mini-grid’s service area, in accordance with Commission-determined asset valuation procedures.

“Commission” means the Enugu State Electricity Regulatory Commission (EERC) established pursuant to the Law.

“Community Engagement” means a formalized process by which an operator secures consent, cooperation, or co-investment from host communities prior to off-grid project implementation.

“Customer” means a person or any other entity that receives electricity supply or related services from an off-grid operator under these

Regulations.

“Customer Complaint Unit (CCU)” means the unit established by a mini-grid/off-grid operator dedicated to the receipt and resolution of complaints for customers in accordance with the Commission’s Customer Service Standards and Protection Regulations 2024.

“Customer Complaint Resolution Desk (CCRD)” means the designated unit of the Commission responsible for hearing and resolving unresolved complaints from either the customers or the Service Provider under the Customer Service Standards and Protection Regulations 2024.

“Depreciated Asset Value” means the estimated fair value of mini-grid assets at a given time, taking into account depreciation, for the purpose of compensation upon distribution network arrival or reintegration.

“Disaggregated Data” means data that has been separated by key social indicators such as gender, disability, age, or displacement status for regulatory reporting and inclusion monitoring.

“Distribution Network” means all electrical infrastructure owned or operated by a Distribution Licensee, used to distribute electricity to end-users within its licensed area in Enugu State.

“Distribution Network Arrival” means the physical extension of the Distribution Network into an area not previously covered by the Distribution Network and currently served by an off-grid or mini-grid system.

“Distribution Licensee” means a person or entity holding a distribution license issued by the Commission under the Law.

“ESEA” means the Enugu State Electrification Agency authorized under the Law to coordinate and implement the Enugu State electrification strategies in both underserved and unserved areas.

“Exclusivity Agreement” means the contract executed between a mini-grid operator and a community granting the operator exclusive rights to distribute electricity within a specified geographical area.

“GEDSI” means Gender Equality, Disability, and Social Inclusion, and refers to strategies for ensuring inclusive participation and access to energy for women, persons with disability, displaced persons, and other marginalized groups.

“Holder” means any person or legal entity that has been granted a valid registration or permit to develop and operate an off-grid electricity system under these Regulations.

“Interconnected Mini-Grid” means a mini-grid system connected technically and commercially to a licensed distribution or retail network in Enugu State.

“Isolated Mini-Grid” means a stand-alone mini-grid system not connected to any licensed distribution network in Enugu State.

“Law” means the Enugu State Electricity Law, 2023, or any successor legislation enacted by the Enugu State House of Assembly.

“Licensee” means a person or entity holding a license granted by the Commission to operate in the electricity supply industry within Enugu State.

“Mini-Grid” means an electricity supply system with installed generation capacity below 125kW and a distribution network, serving multiple customers in a specific geographical area.

“Off-Grid Electrification System” means electricity generation and distribution systems not connected to the main transmission or distribution network, including mini-grids, solar home systems, and stand-alone electricity systems.

“Operator” means a person or entity responsible for developing, constructing, owning, or managing an off-grid system under these Regulations.

“Permit” means a legal instrument issued by the Commission authorizing the development and operation of a mini-grid system with a capacity below 125kW.

“Performance Report” means the periodic report submitted by operators detailing electricity supply performance, customer service metrics, financial status, and GEDSI compliance.

“Public Register” means the official listing maintained by the Commission of all registered or permitted operators and their system characteristics.

“Registration” means the recognition granted by the Commission to

operators of Solar Energy Systems (SES) to carry out their activities in compliance with prescribed conditions without requiring a permit.

“Result-Based Financing (RBF)” means a financing mechanism in which subsidies or incentives are released upon the verified achievement of defined results or service delivery milestones.

“Service Area” means the defined geographical boundary within which a mini-grid operator is authorized to supply electricity under a valid permit.

“Show Cause Order” means a formal notice issued by the Commission requiring a Holder to justify, within a specified period, why its rights under a registration or permit, should not be revoked or altered.

“Solar Energy System (SES)” means a stand-alone off-grid electricity supply system typically serving a single facility or premises using solar photovoltaic (PV) technology.

“Solar Home System (SHS)” means a plug-and-play solar PV kit typically used by individual households or small enterprises, exempt from registration.

“Tariff” means the schedule of charges applied by an operator for electricity supply, including connection, energy consumption, and service fees.

“Tariff Adjustment” means a formal request by a Holder to revise an existing tariff structure based on changing operational costs, demand profiles, or external economic conditions.

“Technical Codes” means the set of standards, specifications, and protocols issued or adopted by the Commission to guide system planning, operation, metering, safety, and interconnection.

“Tripartite Agreement” means the agreement executed among the mini-grid developer, the host community, and the distribution licensee, typically applicable for interconnected systems.

“Waiver” means an official exemption granted by the Commission to an operator from specific regulatory requirements under justified circumstances in the public interest.

4. Application of the Regulations

These Regulations shall apply to:

- (1) A person carrying out or intending to carry out the generation and distribution of electricity using:
 - (a) Stand-Alone Solar (SAS) categorised into the following:
 - (i) Solar Home Systems (SHS)
 - (ii) Solar Energy Systems (SES)
 - (b) Mini-Grids with generating capacity below 125kW categorised into the following:
 - (i) Isolated Mini-Grids
 - (ii) Interconnected Mini-Grids
- (2) Holders within the Enugu State electricity sector operating under any of the above arrangements.

CHAPTER II

Registration and Permitting

5. Projects Subject to Exemption

All Solar Home Systems shall be exempted from any form of registration or permitting.

6. Projects Subject to Registration and the Requirements

- (1) All Solar Energy Systems shall be subject to registration only.
- (2) The application for registration shall be submitted to the Commission using the designated form provided in Schedule 1 along with the payment of required fees in Schedule 8.
- (3) The following documents shall accompany an application for the registration of a Solar Energy System:
 - (a) Evidence of incorporation under the Companies and Allied Matters Act indicating that it is authorised to provide the specific electricity service.
 - (b) A copy of the Agreement or Memorandum of Understanding with the Customers.
- (4) The Commission shall endeavour to complete the application review within 14 days from the submission date of a complete application and issue a certificate of registration.
- (5) The Commission shall provide reason(s) in writing where it declines to approve an application.

7. Projects Subject to Permit and the Requirements

- (1) A Permit shall be required for all categories of Mini-Grids below 125kW capacity.
- (2) An applicant for a Permit shall pay the required fees as prescribed in Schedule 8 and submit:
 - (a) Completed Permit Application Form in Schedule 2;
 - (b) Evidence of incorporation under the Companies and Allied Matters Act indicating that it is authorised to provide the specific electricity service;

- (c) Project technical feasibility reports;
 - (d) Verifiable coordinates of the geographical location;
 - (e) Exclusivity Agreement with the Community in Schedule 3A and Supply Contract with the Community in Schedule 3B (for isolated Mini- Grid);
 - (f) Tripartite Agreement between the Developer, the Utility and the Community in Schedule 4; (for interconnected Mini-Grid);
- (3) The Commission shall endeavour to complete permit reviews within 21days, subject to the completeness of submission and issue a Permit.
 - (4) Where an Isolated Mini-Grid transitions to interconnection with the Distribution Network, the Operator shall notify the Commission, and the Permit may be amended to reflect the new operational conditions.
 - (5) The Commission shall provide reason(s) in writing where it declines to approve an application.

CHAPTER III

Permitting Conditions

8. Permit/ Validity

- (1) A Permit shall be valid for a period of five (5) years and may be renewed upon application to the Commission.

9. Permit Renewal

- (1) The Holder shall file an application for a renewal not more than one year and no less than six months prior to the expiration of the Permit he holds.
- (2) The Permit renewal process shall be subject to the same procedures as an initial permitting application.

10. Permit Transfer

- (1) Transfer of a Permit, including the direct or indirect sale, assignment, conveyance, lease or other transfer of assets or activities subject to a Permit to a different individual or institution, shall be subject to prior written approval of the Commission.
- (2) Such approval shall be granted after consideration of the matter and if the proposed transferee meets all the conditions for granting the Permit.
- (3) Any approved transfer of business shall be recorded in the Commission's official register and shall not affect the obligations of the new operator under these Regulations.
- (4) Failure to comply with such requirements shall amount to Permit suspension or revocation.

11. Procedure for Permit Transfer

- (1) An application from the Holder shall initiate a Permit transfer process.
- (2) The transferee shall be considered as the applicant to assume the operational Permit. The term of the Permit and the terms and conditions shall remain the same as the original Permit's term.

- (3) In the circumstances where a Holder's technical or financial status raises questions about the security of supply or other service quality deficiency for its customers, the Commission may request an independent review and, based on this independent review, commence a transfer process in order to ensure security of supply to customers.
- (4) Prior to initiating a permit transfer process, the Commission shall issue a "Show Cause Order" to the Holder whose permit may be transferred. The Holder shall be given a maximum of twenty-eight (28) days from the day it received the "Show Cause Order" to provide justification as to why it should retain its existing Permit and/or terms and conditions thereof.

12. Revocation of Permit

- (1) The Commission may revoke a Permit before the expiration of the term if it determines that such action is needed in order to respond to:
 - (a) Significant changes in the operating laws or regulations, or significant Court decisions that directly affect the Permit provisions.
 - (b) Holder abandonment of Permit activities, where abandonment means cessation of electricity services unrelated to technical failure for a period of twenty-eight (28) days without reasonable grounds.
 - (c) Breaching the terms of the Exclusivity Agreement and Supply Contract between Holder, Community or the Tripartite Agreement between Holder, Community, and the distribution licensee.

13. Public Register of Holders

- (1) The Commission shall maintain a digital public register of all valid Registration Certificates and Permits on the Commission's website, including:
 - (a) Registration Certificate or Permit number
 - (b) Name and contact of the Holder
 - (c) Location and capacity of the system
 - (d) The effective date of the registration or the effective date and term

of the Permit

(f) Status of compliance or sanctions (if any).

(2) All Holders shall be required to notify the Commission of any material changes to technology or service area within twenty-eight (28) days.

(3) This register shall be updated periodically and made publicly accessible.

CHAPTER IV

Exclusivity Rights, Coordination and Inclusivity

14. Exclusivity Rights of Isolated Grids

- (1) The Holder for an Isolated Mini-Grid has the exclusive right to distribute and sell electricity from the mini-grid to consumers within the geographical area defined in their permit, but the exclusivity is subject to the provisions relating to the extension of the Distribution Network provided in regulation 38.
- (2) The Commission shall allow other developers to conduct their activities within the same geographical area stated in a Holder's permit in the following cases:
 - (a) If the Commission determines that the generation capacity of the existing Holder is not sufficient to serve all potential customers in that area.
 - (b) If the Commission determines that some of the existing Holders' customers are underserved or unserved due to generation capacity or the mini-grid distribution infrastructure not keeping up with growing demand.
- (3) Prior to allowing other developers to conduct their activities in the service area of a Holder, the Commission shall issue a "Show Cause Order" to the Holder whose exclusivity may be revoked.
- (4) The Holder shall be given a maximum of twenty-eight (28) days from the day it received the "Show Cause Order" to provide justification as to why it should retain exclusivity.

15. Gender Equality, Disability and Social Inclusion (GEDSI) Mainstreaming and Community Inclusion

- (1) Mini-grid applicants may be required to demonstrate how the project addresses GEDSI, particularly the electrification of women, persons with disabilities, internally displaced persons, and other vulnerable groups.
- (2) Holders shall be encouraged to incorporate inclusive staffing practices and accessible service models.
- (3) The Commission may prioritise or fast-track projects with strong GEDSI components.

- (4) The Commission shall promote community co-ownership, cooperatives, and local enterprise models in mini-grid development.
- (5) Holders shall be encouraged to form partnerships with community-based organisations, youth associations, and women's cooperatives, especially in rural electrification projects.

CHAPTER V

Operational, Technical, and Service Standards for Mini-Grids

16. Installation and Maintenance Requirements

- (1) The Holder shall design, construct, commission, operate, maintain and decommission all generation, distribution, metering, and protection equipment in compliance with the applicable technical standards in Schedule 6, terms and conditions of its permit and tripartite agreement and any other standards of design, construction and maintenance as prescribed by the Commission.
- (2) Where there is any inconsistency between these Regulations and the Technical Codes and Standards, the provisions of the Technical Codes and Standards shall prevail.

17. Quality of Service Obligations

The Holder shall provide service in accordance with the terms of the agreement with the community as set out in Schedule 3B and Schedule 4.

18. Safety Requirements

- (1) All Off-Grid Electrification (OGE) systems shall be designed, constructed, operated, and maintained in compliance with safety codes and regulations issued by the Commission.
- (2) Operators shall conduct routine safety checks and maintain documentation of preventive and corrective maintenance activities including safety audits conducted by internal teams or third parties.

19. Basic Environmental Protection Measures

- (1) Operators shall implement environmental safeguards to avoid or mitigate harmful impacts from mini-grid operations.
- (2) These measures may include:
 - (a) Appropriate siting of generating assets
 - (b) Noise reduction measures
 - (c) Proper waste disposal management
 - (d) Avoidance of encroachment on ecologically sensitive or protected areas
 - (e) Air quality management

20. Customer Connection and Metering Provisions

- (1) All customers shall be provided with metered connections in accordance with the Metering Code adopted or recognized by the Commission.
- (2) Connection agreements shall clearly state:
 - (a) The terms of service.
 - (b) Applicable tariffs and billing frequency.
 - (c) Complaints redress mechanisms as approved by the Commission.
 - (d) Procedures for disconnection.

CHAPTER VI

Tariff Framework and Principles

21. Tariff Setting Approach

- (1) Holders shall be allowed to set cost-reflective tariffs that ensure commercial viability, subject to the oversight provisions of these Regulations.
- (2) Tariff structures may be:
 - (a) Market-determined.
 - (b) Negotiated between the operator and customers or their authorized representatives; and
 - (c) Approved by the Commission through a simplified tariff approval process, where required.
- (3) The Commission may issue tariff guidelines to support consistency, and affordability.

22. Tariff Categories and Applicability

- (1) Operators shall adopt single or multi-tiered tariffs, depending on load type, consumption level, or customer category, provided the structure is:
 - (a) Transparent
 - (b) Non-discriminatory; and
 - (c) Disclosed in advance to customers.
- (2) Tariff categories may include, but are not limited to:
 - (a) Residential
 - (b) Commercial
 - (c) Agricultural
 - (d) Public institutions.

23. Tariff Approval Requirements

- (1) The following tariff approval rules shall apply:
 - (a) Solar Energy Systems (SES) and SHS operators: Exempt from tariff approval.

- (b) Permitted Mini-grids (<125kW): Shall operate with market-determined or negotiated tariffs but shall notify the Commission of the tariff structure.
- (2) The Commission shall complete its tariff review process within twenty-eight (28) days of receiving a complete application.
- (3) In assessing tariffs, the Commission shall consider:
 - (a) Capital and operational expenditure
 - (b) Projected energy demand and customer base
 - (c) Financial sustainability
 - (d) Community feedback, where available.

24. Tariff Affordability and Pro-Poor Provisions

- (1) In addition to cost-reflective pricing, Operators in designated low-income communities shall:
 - (a) Engage with ESEA to determine funding support or Result-Based Financing (RBF) options.
 - (b) Offer simplified tariff options for GEDSI groups, if applicable.
 - (c) Include affordability analysis in tariff submissions.

25. Tariff Transparency and Communication

- (1) All approved or declared tariffs shall be displayed publicly at the Operator's premises and/or customer service points.
- (2) Operators shall:
 - (a) Provide customers with a written tariff schedule at the time of connection
 - (b) Issue receipts or digital confirmations for all payments received
 - (c) Inform customers at least 28 days in advance of any approved tariff adjustment.
- (3) Any unauthorized or undeclared tariff changes shall constitute a breach of these Regulations and may result in sanctions by the Commission.

26. Tariff Adjustment and Review

- (1) Operators may apply for tariff adjustment where:

- (a) There is a significant change in operating costs or fuel input.
 - (b) Expansion or upgrade investments have been made.
 - (c) Inflation affects system viability.
- (2) Applications shall be supported by:
- (a) Financial and technical justifications
 - (b) Historical energy sales and revenue data
 - (c) Projected impact on customer affordability.
- (3) The Commission may:
- (a) Approve the adjustment fully or partially
 - (b) Require further consultation with affected communities or customer groups
 - (c) Defer the adjustment with conditions, where affordability risks are high.

27. Tariffs Related Complaint Management

- (1) Any complaint arising from tariff levels, payments, or perceived overbilling shall be handled through the operator's Customer Complaint Unit in the first instance.
- (2) If unresolved, the matter shall be escalated to the Commission's Customer Complaint Resolution Desk (CCRD) for mediation or adjudication in line with the Customer Service Standards and Protection Regulation, 2024.
- (3) Operators shall maintain records of all tariff complaints and their resolution status.

Chapter VI

Monitoring, Compliance, Enforcement, And Administrative Sanctions

28. Compliance Obligations

- (1) All Operators registered or permitted under these Regulations shall comply with the provisions herein, including applicable technical codes, service standards, reporting obligations, and consumer protection measures issued or adopted by the Commission.
- (2) Failure to comply with any of the obligations under these Regulations may trigger regulatory action including warning notices, administrative fines, or suspension of permit.

29. Monitoring and Investigation

- (1) An Operator shall maintain accurate and up-to-date records of all operational and financial transactions, including revenues, expenditures, and consumer billing details.
- (2) The Commission shall, upon reasonable notice, inspect the accounts and records of a Holder for purposes including but not limited to:
 - (a) Assessment of tariff adjustment application.
 - (b) Determination of the depreciated value of assets in the event of interconnection.
 - (c) Compliance with financial reporting requirements
- (3) The Commission or its authorized representatives may, at any reasonable time and upon reasonable notice, inspect the books, accounts, installations, or operations of any mini-grid operator for the purpose of verifying compliance.
- (4) The Commission may initiate investigations based on:
 - (a) Periodic performance reports.
 - (b) Complaints received from customers.
 - (c) Random inspections or audits; or
 - (d) Notifications of non-compliance by other regulatory agencies.

30. Administrative Sanctions

- (1) The Commission may impose administrative sanctions for non-compliance including but not limited to:
 - (a) Monetary fines

- (b) Suspension of registration or permit
 - (c) Revocation of registration or permit
 - (d) Public notice of non-compliance.
- (2) The scale of sanctions shall reflect the severity of the breach, history of compliance, and any aggravating or mitigating factors.

31. Procedure for Suspension or Revocation

- (1) Where the Commission intends to suspend or revoke any registration or permit, it shall:
- (a) Issue a written notice specifying the nature of the breach;
 - (b) Allow the operator a period of not less than fourteen (14) days to respond in writing or appear before the Commission;
 - (c) Make a determination based on the evidence provided.
- (2) The decision of the Commission shall be communicated in writing and may be published in the public register maintained by the Commission.

32. Right of Appeal

- (1) Any operator aggrieved by a decision of the Commission may file a written appeal upon receiving the decision in compliance with the Commission's Business Rules.
- (2) The appeal shall be submitted to the Commission and shall state the grounds of appeal, including any relevant documentation.
- (3) The Commission shall review the appeal and may confirm, vary, or reverse its earlier decision in line with the provisions of the Commission's Business Rules 2024.

33. Finality and Enforcement

- (1) Where no appeal is filed within the stipulated period, the Commission's decision shall become final and binding.
- (2) Failure to comply with a final decision of the Commission shall constitute further breach and may attract additional penalties, including permanent disqualification from operating within Enugu State.

Chapter VII

Miscellaneous

34. Transitional Period for Compliance

- (1) All mini-grid operators currently operating within Enugu State prior to the commencement of these Regulations shall, within six (6) months from the effective date:
 - (a) Apply for Registration Certificate or Permit, in line with applicable provisions of these Regulations.
 - (b) Submit a declaration of compliance or request for waiver, if applicable.
 - (c) Align their operational, technical, and customer service practices with the standards prescribed herein.

35. Recognition of Existing Authorizations

- (1) Any Registration Certificate or Permit granted by the Commission prior to the commencement of these Regulations shall remain valid for the duration of their term, provided the holder complies with reporting and operational obligations under these Regulations.
- (2) Operators with previously informal arrangements or approved by the Nigerian Electricity Regulatory Commission (NERC) may be regularized through registration or permitting or as determined by the Commission.

36. Issuance of Guidelines and Supplementary Instruments

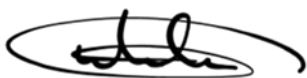
- (1) The Commission may issue supplementary guidelines, orders, or directives necessary to implement the provisions of these Regulations.
- (2) These may include:
 - (a) Technical codes and safety standards.
 - (b) Tariff determination and reporting guidelines.
 - (c) Templates for registration, permits, tariff applications, and performance monitoring.

37. Distribution Network Arrival and Asset Compensation

- (1) Where a licensed Distribution Network is extended into an area already served by an Isolated Mini-Grid, the Commission shall oversee a fair and transparent interconnection process.
- (2) Upon such network arrival, any of the following options shall apply:
 - (a) Continuation of service as an interconnected mini-grid under a revised permit.
 - (b) Integration into the distribution network through technical interconnection.
 - (c) Buyout of willing and eligible mini-grid assets by the distribution licensee or successor entity.
- (3) The Commission shall determine the depreciated asset value of the mini-grid using a transparent methodology and may mandate compensation where justified.
- (4) Mini-grid operators shall retain the right to negotiate terms of interconnection or compensation, subject to the Commission's approval.

**THE COMMON SEAL OF ENUGU STATE ELECTRICITY REGULATORY COMMISSION
was affixed hereunto pursuant to the order of the Commission**

This 28th day of November 2025



Chijioke M. Okonkwo
Chairman/CEO



Reuben C. Okoye
Commissioner, Market Operations

Schedules to the Off-Grid Regulations 2025

SCHEDULE 1

REGISTRATION FORM FOR SOLAR ENERGY SYSTEMS

(Pursuant to Section 6 of the Enugu State Off-Grid Electrification (OGE) Regulations)

IMPORTANT NOTICE: All fields in this form are mandatory unless explicitly marked “optional”. Additionally, this form must be submitted to the Enugu State Electricity Regulatory Commission (EERC) in hard and soft copy. Kindly attach all required documentation and note that incomplete applications will not be processed.

SECTION A – APPLICANT DETAILS

1. Name of Company / Developer: _____
2. Company Registration Number (CAC): _____
3. Business Type (Tick as applicable):
 - Sole Proprietorship
 - Partnership
 - Limited Liability Company
 - Public Limited Company
 - Cooperative
 - NGO
 - Other (please specify): _____
4. Business Address: _____
5. Email Address: _____
6. Telephone Number(s): _____
7. Details of Primary Contact Person:
 - Name: _____
 - Title/Designation: _____
 - E-mail: _____
 - Phone: _____

SECTION B – PROJECT DETAILS

8. Project Name: _____
9. Project Location:
 - Community/Area: _____
 - LGA: _____
 - GPS Coordinates (if available): _____

- Latitude: _____
- Longitude: _____

10. Customer Type(s) (tick as appropriate):

- Residential
- Commercial
- Industrial
- Public Facility
- Agricultural
- Other (please specify): _____

11. Number of Beneficiary Customers broken down by customer type:

12. Capacity of System (in kW): _____

13. Battery Storage (if applicable) – Capacity in kWh: _____

14. Type of Installation (tick as appropriate):

- Rooftop
- Ground-mounted
- Hybrid (please specify): _____

SECTION C – DOCUMENTATION CHECKLIST

15. Please confirm attachment of the following (tick as appropriate):

- Certificate of Incorporation / CAC documents
- Agreement or Memorandum of Understanding (MoU) with Customer(s)
- Technical system description
- Copy of land lease or use agreement (if applicable)

SECTION D – DECLARATION

I/We certify that the information provided above is true and complete to the best of our knowledge and that we shall comply with all applicable provisions of the Enugu State Electricity Law, all relevant technical and environmental standards, the Enugu State Off-Grid Electrification (OGE) Regulation and all orders, guidelines and regulations the Commission may issue from time to time.

Signature: _____

Name: _____

Designation: _____

Date: ___/___/20__

Sworn to this _____ day of _____ 20____ at _____

BEFORE ME

NOTARY PUBLIC/COMMISSIONER OF OATHS

FOR OFFICIAL USE ONLY – TO BE COMPLETED BY THE COMMISSION

- Date of Receipt: ____/ ____/ 20__
- Application ID: _____
- All Attachments Complete? Yes No
- Date of Review Completion: ____/ ____/ 20__
- Approved? Yes No
- If Rejected, State Reason(s): _____

Officer's Name: _____

Signature: _____

Date: ____/ ____/ 20__

SCHEDULE 2
APPLICATION FORM FOR A MINI-GRID PERMIT

(Pursuant to Section 7 of the Enugu State Off-Grid Electrification Regulations 2025)
For Mini-Grids below 125 kW Installed Capacity

INSTRUCTIONS

All fields in this form are mandatory unless explicitly marked “optional”. This application must be submitted to the Enugu State Electricity Regulatory Commission (EERC) in hard and soft copy. Kindly attach all required documentation and note that incomplete applications will not be processed.

MANDATORY ATTACHMENTS:

- Company Registration Certificate (with electricity-related business object)
- Project Technical Feasibility Report
- Verifiable geographical coordinates
- Exclusivity Agreement (Schedule 3A) and Supply Contract (Schedule 3B) – *for isolated systems*
- Tripartite Agreement (Schedule 4) – *for interconnected systems*

SECTION A – APPLICANT DETAILS

1. **Company/Developer Name:** _____
2. **Corporate Affairs Commission (CAC) RC Number:** _____
3. **Type of Entity:**
 - Sole Proprietorship
 - Partnership
 - Limited Liability Company
 - Public Limited Company
 - Cooperative
 - NGO
 - Other (please specify): _____
4. **Business Address:** _____
5. **Email:** _____
6. **Phone:** _____
7. **Authorized Contact Person:**
 - Name: _____
 - Title/Designation: _____
 - Email: _____
 - Phone: _____

SECTION B – PROJECT OVERVIEW

8. **Type of Mini-Grid:**
- Isolated
 - Interconnected
9. **Project Name (if any):** _____
10. **Mini-Grid Installed Capacity (kW):** _____
11. **Battery Storage Capacity (kWh, if any):** _____
12. **Inverter Rating (kW):** _____
13. **Energy Source:**
- Solar PV
 - Wind
 - Hydro
 - Biomass
 - Diesel Backup
 - Hybrid: _____
14. **System Configuration:**
- AC-coupled DC-coupled Hybrid AC/DC
15. **Project Location:**
- **Community Name:** _____
 - **LGA:** _____
 - **GPS Coordinates:**
 - Latitude: _____
 - Longitude: _____

SECTION C – TECHNICAL & INFRASTRUCTURE DETAILS

16. **Distribution Network Length (metres):**

Category	Length	Tick as appropriate
Single Phase MV		<input type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> Mixed
Three Phase MV		<input type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> Mixed
Single Phase LV		<input type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> Mixed
Three Phase LV		<input type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> Mixed
Total Length		<input type="checkbox"/> Overhead <input type="checkbox"/> Underground <input type="checkbox"/> Mixed

17. **Transformers (Number & kVA rating):**

18. **Number of Poles:**

- Concrete/Cement: _

- Wooden: _____
- Others: _____

19. **Estimated No. of Connections by Customer Class:**

Category	No of Connections	Estimated Sales per annum (kWh)
Residential		
Commercial		
Industrial		
Public/Special		

SECTION D – PROJECT FINANCING AND TARIFF

20. **Total Project Cost (\$):** _____

21. **Total Project Cost (R):** _____

22. **Source(s) of Financing (tick all that apply):**

- Equity (self-funded)
- Bank Loan
- Grant
- Crowd funding
- Public-Private Partnership (PPP)

• **Specify Sources:**

Funder	Type of Financing	Amount

23. **Electricity Tariff Proposal (R/kWh):**

- Residential: _____
- Commercial: _____
- Other: _____

24. **Tariff Methodology:**

- Based on Cost-Reflective Model (attach spreadsheet)
- Community-Negotiated Tariff (attach minutes of meeting and agreement)

SECTION E – CONTRACTUAL STATUS

25. **Please Tick and Attach Relevant Contracts:**

- Exclusivity Agreement with Community (Schedule 3A)

- Supply Contract with Community (Schedule 3B)
- Tripartite Agreement with Utility and Community (if applicable) (Schedule 4)

SECTION F – PROJECT TIMELINE

- 26. **Estimated Construction Start Date:** ___/___/20___
- 27. **Target Commissioning Date:** ___/___/20___

SECTION G – DECLARATION

I/We hereby declare that the information provided in this application is true, complete and correct to the best of my/our knowledge and belief. I/We agree to abide by the provisions of the Enugu State Electricity Law, all relevant technical and environmental standards, the Enugu State Off-Grid Electricity Regulation and all orders, guidelines and regulations the Commission

THE COMMON SEAL OF THE WITHIN NAMED APPLICANT _____
has hereunto been affixed in the presence of:

Signature:	Signature:
Name:	Name:
Designation:	Designation:

Sworn to this _____ day of _____ 20___ at _____

BEFORE ME

NOTARY PUBLIC/COMMISSIONER OF OATHS

SECTION H – FOR OFFICIAL USE ONLY (EERC)

- **Date of Receipt:** ___/___/20___
- **Application ID:** _____
- **All Attachments Complete?** Yes No
- **Date of Review Completion:** ___/___/20___

• **Permit Approved?** Yes No

• **If Rejected, State**

Reason(s): _____

Officer's Name: _____

Signature: _____

Date: ____/____/20__

SCHEDULE 3A
EXCLUSIVITY AGREEMENT FOR PROJECT DEVELOPMENT AT A PROPOSED MINI-GRID
SITE

*(Applicable to Isolated and Interconnected Mini-Grids Pursuant to the Enugu State Off-Grid
Electrification Regulations 2025)*

**Note: – This is a template form agreement that can be amended to suit the specific
circumstance and peculiarities of the parties**

This Exclusivity Agreement (“Agreement”) is made this ___ day of _____, 20__.

BETWEEN:

[Mini-Grid Developer Name], a company incorporated under the laws of the Federal Republic of Nigeria with RC Number **[XXXX]**, and having its registered office at **[Address]**, *(hereinafter referred to as the “Developer”)*;

[Community Representative Name], acting in the capacity of **[Village Head / Community Chair / Local Government Authority]**, on behalf of the **[Community Name]**, *(hereinafter referred to as the “Community” or “Community Representative”)*;

OR

[Name] a company/association duly incorporated/registered under the laws of the Federal Republic of Nigeria and having its registered office at **[Office Address]**, acting as the legally authorised representative of **[Name of Community/Chairman of the Local Government Area]** a community in an Unserved Area, hereinafter called the “Community”, of the second part.

[Either of the above options may be used depending on whether the Community is represented by a natural person or Entity.]

AND WHERE APPLICABLE (for interconnected Mini grids):

[Distribution Licensee Name], a company licensed by the Nigerian Electricity Regulatory Commission to operate the electricity distribution network in **[Area]**, with its principal office at **[Address]**,
(hereinafter referred to as the “Distribution Licensee” or “DisCo”).

(The above-named parties shall collectively be referred to as the “Parties” and individually as a “Party” where applicable.)

RECITALS

- A. The Mini-Grid Developer is engaged in the development and operation of electricity systems, including mini-grids and standalone solar energy systems.
- B. The Community seeks reliable electricity supply and has agreed to grant the Mini-Grid Developer an exclusivity period to assess and develop a project to serve its electricity needs.
- C. Where the project involves interconnection with an existing electricity distribution network, the Distribution Licensee agrees to be party to this Agreement and to collaborate with the Mini-Grid Developer and the Community during the exclusivity period.

1. DEFINITIONS

- **“Authorized Representative”** means any individual or entity duly appointed by a community, customer group, or cooperative to negotiate or engage with the mini-grid operator on their behalf.
- **“Commission”** means the Enugu State Electricity Regulatory Commission (EERC) established pursuant to the Act.
- **“Community Engagement”** means a formalized process by which an operator secures consent, cooperation, or co-investment from host communities prior to off-grid project implementation
- **“Distribution Network Arrival”** means the physical extension of the state or national distribution network into an area currently served by an off-grid or mini-grid system.
- **“Effective Date”** means the date of execution of this Agreement by all required Parties.
- **“Exclusivity Period”** means the initial and any extended period in which the Mini-Grid Developer has exclusive rights to conduct project development activities at the designated site.
- **“Interconnected Mini-Grid”** means a mini-grid system connected technically and commercially to a licensed distribution network.
- **“Isolated Mini-Grid”** means a stand-alone mini-grid system not connected to any national or state distribution network.
- **“Mini-Grid Project”** means the proposed electricity supply system, whether isolated or interconnected, with installed generation capacity below and up to 125 KW and a distribution network, serving multiple customers in a specific geographical area.
- **“Project Site”** means the area within the Community identified for the development of the Project.
- **“Tripartite Agreement”** means the agreement executed among the mini-grid developer, the host community, and the distribution licensee (utility), typically applicable for interconnected systems.

2. PURPOSE

This Agreement grants the Mini-Grid Developer the exclusive right to undertake feasibility studies, community engagement, technical assessments, and all regulatory filings necessary for the development of:

- an **Isolated Mini-Grid**, or
- an **Interconnected Mini-Grid** (connected to the DisCo's network), to serve the Community at the designated Project Site.

3. EXCLUSIVITY PERIOD

- 3.1 The Exclusivity Period shall commence on the Effective Date and continue for an initial period of **12 months**, or **[insert number] months**, as mutually agreed by the Parties.
- 3.2 The Parties may jointly agree in writing to extend the Exclusivity Period.
- 3.3 Any extension must be approved in writing by the Commission.

4. DUTIES AND OBLIGATIONS

4.1 The Community shall:

- Refrain from entering into similar arrangements with any other developer for the same Project Site during the Exclusivity Period;
- Provide access to land, community stakeholders, and local support as reasonably required;
- Collaborate with the Developer (and DisCo, if applicable) in permit acquisition and community sensitization.

4.2 The Mini-Grid Developer shall:

- Conduct all project development activities diligently and in good faith;
- Keep the Community (and DisCo where applicable) informed of project progress;
- Comply with applicable technical and environmental standards;
- Respect cultural sensitivities and ensure responsible engagement.

4.3 The Distribution Licensee (if applicable) shall:

- Allow access to relevant portions of its network for assessments;
- Not engage other parties for electricity supply to the same Project Site during the Exclusivity Period;
- Collaborate in good faith to develop a potential Interconnected Mini-Grid.

5. POST-EXCLUSIVITY OUTCOMES

5.1 Where the Developer elects to proceed with project implementation:

- A formal project contract (e.g. Supply Agreement or Tripartite Contract) shall be executed with the Community (and DisCo, if applicable);
- The Developer shall submit all required documentation to the Commission for a Permit.

5.2 Where the Developer decides not to proceed:

- The Developer shall notify the Community in writing;
- Undertake reasonable restoration of any physical or social disruption caused during the assessment period;
- Have no further obligations under this Agreement.

6. TERMINATION

This Agreement may be terminated:

- By mutual agreement of the Parties;
- Automatically upon execution of a full project development agreement;
- By the Community if the Developer has abandoned the Project Site for more than three (3) consecutive months without notice;
- By the Developer if the Project is no longer technically or commercially viable;
- By the DisCo (if applicable) with written justification which includes but is not limited to distribution network arrival and notification to all Parties and the Commission.

7. CONFIDENTIALITY

All technical, commercial, or proprietary information shared or generated in connection with this Agreement shall be treated as confidential by all Parties and shall not be disclosed to third parties without prior written consent, except where required by law or regulation.

8. NON-CIRCUMVENTION

8.1 At any time prior to the expiration of the Exclusivity Period and for a period of two (2) years thereafter, it is expressly agreed that the identity of any individual, entity, or third party introduced or disclosed by any Party in connection with the Mini-Grid Project and any related business opportunity shall constitute Confidential Information.

8.2 Without the prior written consent of the Party making such disclosure, no receiving Party (including its affiliates, directors, shareholders, employees, agents, or associated companies) shall:

8.2.1 directly or indirectly initiate, solicit, negotiate, contract with, or enter into any business transaction, agreement, or undertaking with any such third party identified or introduced by the disclosing Party; or

8.2.2 seek to bypass, compete with, avoid, or otherwise circumvent the disclosing Party in any business opportunity that relates to the Mini-Grid Project by utilising Confidential Information, or by exploiting or deriving any commercial or strategic benefit from the disclosed information or introduced relationship.

8.3 This Clause shall not apply to the extent that the receiving Party can demonstrate that:
(a) it had a documented pre-existing business relationship with the third party prior to the Effective Date of this Agreement; or
(b) the information relating to the third party was publicly available at the time of disclosure and not disclosed in breach of any obligation of confidentiality.

8.4 The Parties acknowledge that a breach of this Clause may cause the disclosing Party irreparable harm for which monetary damages may be an insufficient remedy. Accordingly, in the event of such breach or threatened breach, the disclosing Party shall be entitled to seek injunctive or equitable relief in addition to any other remedies available at law or in equity.

9. GOVERNING LAW

This Agreement shall be governed by the laws of Enugu State and the Federal Republic of Nigeria.

10. ENTIRE AGREEMENT

This Agreement, including any annexures or schedules referenced herein, represents the entire understanding between the Parties with respect to exclusivity for project development and supersedes all previous discussions or agreements.

11. EXECUTION

FOR THE MINI-GRID DEVELOPER

THE COMMON SEAL OF THE WITHIN NAMED DEVELOPER _____

has hereunto been affixed in the presence of:

Signature: _____ **Signature:** _____
Name: _____ **Name:** _____
Designation: _____ **Designation:** _____

Sworn to this _____ day of _____ 20_____ at _____

FOR THE COMMUNITY / COMMUNITY REPRESENTATIVE

Signature: _____
Name: _____
Title: _____

Witnessed by:

Signature: _____
Name: _____

Signature: _____

Address: _____

[If required] FOR THE DISTRIBUTION LICENSEE (DisCo)

THE COMMON SEAL OF THE DISTRIBUTION LICENSEE _____

has hereunto been affixed in the presence of:

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

SCHEDULE 3B

SUPPLY AGREEMENT BETWEEN MINI-GRID OPERATOR AND COMMUNITY

(For Isolated Mini-Grids under the Enugu State Off-Grid Electrification Regulations 2025)

Note: – This is a template form agreement that can be amended to suit the specific circumstances and peculiarities of the parties

THIS AGREEMENT is made this _____ day of _____, 20____

BETWEEN

[NAME], a company duly incorporated under the laws of the Federal Republic of Nigeria and having its registered office at [OFFICE ADDRESS] (hereinafter referred to as the “Mini-Grid Developer/Operator”, which expression shall, where the context so admits, include its successors-in-title and assigns) of the first part;

AND

[NAME], a legally authorised representative of [NAME OF COMMUNITY], in his/her capacity as [Village Head/Community Chair/Chairman of the Local Government Area], of a community in an unserved area (hereinafter referred to as the “Community Representative”) of the second part;

OR

[NAME], a company/association duly incorporated or registered under the laws of the Federal Republic of Nigeria, having its registered office at [OFFICE ADDRESS], acting as the legally authorised representative of [NAME OF COMMUNITY] (hereinafter referred to as the “Community”) of the second part.

The Mini-Grid Operator and the Community/Community Representative are collectively referred to as the “Parties” and individually as a “Party.”

RECITALS / BACKGROUND

WHEREAS:

- The Mini-Grid Operator is engaged in the construction, operation, and maintenance of isolated mini-grids;
- The Mini-Grid Operator seeks to develop a mini-grid to supply electricity to the Community from generation assets located within or adjacent to the Community;
- The Community desires to receive electricity supply through the proposed Mini-Grid under terms set out in this Agreement.

1. DEFINITIONS AND INTERPRETATION

“Authorized Representative” means any individual or entity duly appointed by a community, customer group, or cooperative to negotiate or engage with the mini-grid operator on their behalf.

“Commission” means the Enugu State Electricity Regulatory Commission (EERC) established pursuant to the Act.

“Isolated Mini-Grid” means a stand-alone mini-grid system not connected to any national or state distribution network.

“Mini-Grid” means the isolated system operated by the Mini-Grid Operator under a valid authorisation.

“Community Power Committee” (CPC) means a committee established by the Community to coordinate all electricity customers and liaise with the Developer.

“Tariff” means the schedule of charges applied by an operator for electricity supply, including connection, energy consumption, and service fees.

“Customer” means a consumer within the Community connected to and served by the Mini-Grid.

“Effective Date” means the date this Agreement is executed by both Parties.

2. COMMENCEMENT AND SCOPE OF THE AGREEMENT

2.1 This Agreement shall commence on the date it is fully executed by both parties.

2.2. It governs the supply of electricity by the Mini-Grid Operator to customers within the Community through an isolated mini-grid, including terms of land use, safety obligations, tariffs, and community cooperation.

3. THE PROJECT

3.1 The Project shall be a [technology]-based mini-grid operating at low voltage.

3.2 Qualified Customers shall be determined based on feasibility and system design.

3.3 System expansion shall require mutual consent.

3.4 The Operator is profit-oriented and requires timely customer payment to sustain service.

4. LAND USE AND INFRASTRUCTURE ACCESS

4.1 The Community agrees to facilitate where necessary the acquisition of all access, easements, and land necessary for:

- Power generation site;
- Pole routing for the distribution network;
- Installation of metering, transformers, and customer service centres.

4.2 Any land use arrangements may be documented separately as an annex to this Agreement.

5. SUPPLY TERMS AND SERVICE OBLIGATIONS

5.1 The Mini-Grid Operator shall:

- Obtain all necessary permits;
- Install, operate and maintain the system;
- Provide continuous and reliable electricity service to connected customers, subject to technical limitations and scheduled maintenance;
- Install and maintain metering systems for each connected customer;
- Operate the system in compliance with applicable safety, environmental, and technical standards.

5.2 The Community shall:

- Encourage its members to respect and maintain mini-grid infrastructure;
- Assist in resolving disputes and enforcing community-wide compliance.

6. TARIFFS AND BILLING

6.1 The electricity Tariff shall be Cost-reflective as approved by the Commission;

6.2 The Operator shall:

- Bill customers based on metered usage;
- Install prepaid meters with required specifications at each Qualified Customer's premises;
- Provide customers with access to tariff information and changes.

6.3 The Parties agree to notify each other and the Commission, in writing, of any proposed tariff change.

7. CUSTOMER ENGAGEMENT AND COMPLAINT RESOLUTION

7.1 A Customer Complaint Unit (CCU) shall be constituted to:

- Serve as the link between customers and the Operator.
- Address enquiries and complaints from customers.
- Assist in enforcement of safety and payment rules.

7.2 Complaints unresolved by the CCU may be escalated to the Commission's Customer Complaint Resolution Desk (CCRD) for mediation or adjudication in line with the Customer Service Standards and Protection Regulations, 2024.

8. DURATION AND TERMINATION

8.1 This Agreement shall remain in force for an initial term of 10 years and may be renewed or extended subject to mutual agreement.

8.2 This Agreement may be terminated:

- By mutual agreement;
- By either Party for material breach not cured within 30 days of written notice;
- If the Permit is revoked or not renewed
- If the community obstructs the project

- If the mini-grid becomes interconnected and a new tripartite agreement is required.

8.3 Developer shall remove infrastructure and restore site post-termination.

9. NOTICES

9.1 All notices must be in English and sent via hand, post, courier, or email.

9.2 The contact information of both Parties for serving and receipt of notices are as follows:

For Developer/Operator	For Community
Attention:	Attention:
Address:	Address:
Phone:	Phone:
E-mail:	E-mail:

10. CHANGE IN LAW

A material regulatory change affecting either Party may trigger renegotiation. Where this happens, Parties shall have 60 days to renegotiate; failure to renegotiate may result in contract termination.

11. AMENDMENTS AND WAIVER

11.1 No modification or amendment of this Agreement shall be valid unless it is made in writing and signed by authorised representatives of all Parties.

11.2 Any agreed amendment shall expressly state the section or clause being modified and the revised wording.

11.3 The Commission shall be notified of all amendments and may require review or approval where the change materially affects regulatory compliance or consumer rights.

11.4 A waiver of any provision of this Agreement shall only be effective if given in writing and signed by the Party granting the waiver.

11.5 No waiver of any breach of any provision shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

11.6 No failure or delay by a Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof.

12. FORCE MAJEURE

12.1 A "Force Majeure Event" means any act, event, or circumstance beyond the reasonable control of a Party that prevents or delays the performance of any of its obligations under this Agreement, including but not limited to:

- a. acts of God (such as floods, earthquakes, or storms);

- b. war, armed conflict, terrorism, or civil unrest;
 - c. strikes or labour disputes not limited to the Party's employees;
 - d. pandemics, epidemics, or public health emergencies;
 - e. actions by government authorities that prevent performance.
- 12.2 A Party claiming Force Majeure shall notify the other Parties in writing within five (5) business days of becoming aware of the event, specifying:
- a. the nature of the Force Majeure Event;
 - b. the expected duration;
 - c. the obligations affected; and
 - d. steps being taken to mitigate its impact.
- 12.3 The affected Party shall provide updates and resume performance as soon as reasonably possible.
- 12.4 The affected Party shall be excused from performance to the extent that performance is directly impacted by the Force Majeure Event, and for the duration of the impact.
- 12.5 No Party shall be liable for any loss or damage arising from delay or failure to perform caused by a Force Majeure Event.
- 12.6 Each Party shall bear its own costs related to Force Majeure unless otherwise agreed.
- 12.7 If a Force Majeure Event continues for more than ninety (90) consecutive days, any Party may terminate this Agreement by written notice.

13. DISPUTE RESOLUTION

Any dispute arising from this Agreement shall first be discussed by the Parties in good faith. Failing resolution, the matter shall be referred to the Commission in accordance with applicable procedures under the Off-Grid Regulation.

14. SEVERABILITY

If any provision is invalid or becomes invalid, other provisions shall remain enforceable.

15. CONFIDENTIALITY

Each Party shall protect the other's confidential information, except where disclosure is legally required.

16. CONFLICT OF INTEREST

Parties affirm that they have no pre-existing conflicts affecting this Agreement.

17. REPRESENTATIONS AND WARRANTIES

- 17.1 Each Party represents and warrants that:
- a. It is duly organised, validly existing, and in good standing under the laws of the Federal Republic of Nigeria or its respective jurisdiction of incorporation.

- b. It has full power and authority to execute, deliver, and perform its obligations under this Agreement.
- c. The execution and delivery of this Agreement has been duly authorised by all necessary corporate or community actions.
- d. This Agreement constitutes valid and binding obligations enforceable in accordance with its terms.
- e. The execution, delivery, and performance of this Agreement will not violate any applicable laws, regulations, or other agreements to which the Party is bound.
- f. There are no legal actions, suits, proceedings, or investigations pending or threatened that would impair the Party's ability to perform under this Agreement.
- g. All information, declarations, and representations made by the Party to the other Parties in the course of negotiations leading to this Agreement are true and accurate in all material respects and do not omit any material fact necessary to make them not misleading.

18. GOVERNING LAW

This Agreement shall be governed by the Enugu State Electricity Law and the laws of the Federal Republic of Nigeria.

19. ENTIRE AGREEMENT

This Agreement, including annexes, constitutes the full understanding between the Parties and supersedes all previous agreements or understandings.

20. EXECUTION CLAUSE

FOR THE MINI-GRID OPERATOR

THE COMMON SEAL OF THE WITHIN NAMED DEVELOPER _____

has hereunto been affixed in the presence of:

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

FOR THE COMMUNITY

Signature: _____

Name: _____

Title: _____

Witnessed by:

Signature: _____

Name: _____

Address: _____

SCHEDULE 4

TRIPARTITE AGREEMENT FOR INTERCONNECTED MINI-GRID PROJECTS

(Pursuant to the Enugu State Off-Grid Electricity Regulations 2025)

Note: – This is a template form agreement that can be amended to suit the specific circumstance and peculiarities of the parties

THIS AGREEMENT is made this _____ day of _____, 20

BETWEEN:

1. [NAME OF MINI-GRID OPERATOR], a company duly incorporated under the laws of the Federal Republic of Nigeria and having its registered office at [OFFICE ADDRESS] (hereinafter called the “Mini-Grid Operator”, which expression shall where the context so admits include its successors-in-title and assigns), of the second part;

AND

2. [NAME OF DISCO], a company duly incorporated under the laws of the Federal Republic of Nigeria and having its registered office at [OFFICE ADDRESS] (hereinafter called the “DisCo”, which expression shall where the context so admits include its successors-in-title and assigns), of the first part;

AND

3. [NAME], a legally authorised representative of the Connected Community (hereinafter called the “Connected Community Representative”) of the third and final part;

OR

[NAME], a company/association duly incorporated or registered under the laws of the Federal Republic of Nigeria and having its registered office at [OFFICE ADDRESS], acting as the legally authorised representative of the Connected Community (hereinafter called the “Connected Community Representative”, which expression shall where the context so admits include its successors-in-title and assigns), of the third and final part.

In this Agreement, the DisCo, Mini-Grid Operator, and the Connected Community are referred to collectively as the “Parties” and individually as a “Party.”

RECITALS

- A. The Mini-Grid Operator engages in the construction, operation, and maintenance of mini-grid projects for delivering long-term electricity access to the Connected Community.

- B. Pursuant to the Enugu State Electricity Law 2023, the DisCo is a licensed electricity distributor within [AREA] which includes the Distribution Network.
- C. The Connected Community is underserved and desires to be served by an interconnected mini-grid project.
- D. The Mini-Grid Operator intends to construct and operate an interconnected mini-grid within the Community using infrastructure connected to the DisCo's Distribution Network, supplying electricity in accordance with this Agreement (the "Project").
- E. The DisCo has agreed to delineate part of its Distribution Network for interconnection with the Mini-Grid.
- F. The Connected Community has authorised the Representative to act on its behalf.
- G. This Agreement sets out the Parties' respective rights, duties and obligations including network usage rights, tariff matters, generation and interconnection conditions, and customer service.

NOW THEREFORE, in consideration of the mutual covenants herein and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Agreement the following expressions shall have the meanings ascribed to them below:

"Assets and Infrastructure" means the assets of the DisCo forming part of the Interconnected Network to be utilised for the Project.

"Commission" means the Enugu State Electricity Regulatory Commission (EERC).

"Connected Community" means the community identified in the Recitals that is underserved and will be served under this Agreement.

"Connection Point" means the physical point at which the Developer's Mini-Grid interconnects with the DisCo's distribution network.

"Customer" means a person or legal entity who receives electricity supply or related services from an off-grid operator under these Regulations

"Default Interest Rate" means [X] percent per annum above the prevailing CBN Monetary Policy Rate.

"Distribution Company/Licensee (DisCo)" means a person or entity holding a distribution license issued by the Commission under the Law.

"Distribution Network" means all infrastructure owned or operated by the DisCo used to distribute electricity within its licensed area.

"Effective Date" means the date when all preconditions set out in Clause 2 are fulfilled or otherwise agreed.

"Generation Assets" means power generation equipment installed by the Mini-Grid Operator for supplying electricity under this Project.

"Good Industry Practice" means the standard of practice attained by an experienced operator adhering to applicable laws, codes, and guidelines in Nigeria.

"Initial Term", **"Renewal Term"**, and **"Subsequent Term"** have the meanings assigned in Clause 3.

"Interconnected Mini-Grid" means a mini-grid system connected to the DisCo's Distribution Network for electricity supply to an underserved community.

"Law" means the Enugu State Electricity Law, 2023, or any successor legislation enacted by the Enugu State House of Assembly.

"Maximum Capacity" means the maximum power (in kW or kVA) that can be transferred from the mini-grid to the network.

"Tariff" means the schedule of charges applied by an operator for electricity supply, including connection, energy consumption, and service fees

"Technical Codes" means the set of standards, specifications, and protocols issued or adopted by the Commission to guide system planning, operation, metering, safety, and interconnection.

1.2 Interpretation Rules:

1.2.1 Headings are for convenience only and shall not affect interpretation.

1.2.2 References to the singular include the plural and vice versa.

1.2.3 References to statutes include amendments and reenactments thereof.

1.2.4 References to "writing" include email and other electronic communications.

1.2.5 References to Schedules, Clauses, and Annexes are references to this Agreement.

1.2.6 "Including" and similar expressions mean "including without limitation."

2. CONDITIONS

This Agreement shall become effective upon approval by the Enugu State Electricity Regulatory Commission (EERC) and the fulfilment of any other conditions set out in this Agreement or notified in writing by the Commission to the Parties.

3. COMMENCEMENT AND TERM

3.1 The initial duration of this Agreement shall be [NUMBER OF YEARS] from the Effective Date (the "Initial Term") for the purpose of project planning, securing permissions, construction, and commissioning.

3.2 Upon expiration of the Initial Term, this Agreement shall be automatically renewed for a further period of [NUMBER OF YEARS] (the "Subsequent Term") unless otherwise agreed.

3.3 Thereafter, the Agreement shall be renewed automatically for successive one-year periods (each a "Renewal Term") unless a Party provides notice of non-renewal at least one year before the end of the Subsequent Term or six months before the end of any Renewal Term.

3.4 The Initial Term, Subsequent Term, and any Renewal Terms shall collectively be referred to as the "Term."

4. RIGHT OF USAGE AND OPERATION OF THE INTERCONNECTED NETWORK

4.1 The DisCo hereby grants the Mini-Grid Operator exclusive rights to use, operate, maintain, manage, and control the Interconnected Network for the duration of the Term.

4.2 The Mini-Grid Operator has reviewed the condition of the infrastructure and confirms that, except for deficiencies listed in Annex 2, the Assets and Infrastructure are in operable condition and meet the applicable Technical Codes.

4.3 Rights of the Mini-Grid Operator:

4.3.1 Use the Interconnected Network to fulfil its obligations under this Agreement.

4.3.2 Undertake repairs necessary to maintain compliance with this Agreement.

4.3.3 Expand or extend the Interconnected Network with approval from the Commission.

4.3.4 Connect generation assets not exceeding 125 KW capacity.

4.3.5 Interconnect multiple customers and expand such interconnections based on community needs.

4.3.6 Exercise full operational control over the Interconnected Network during the Term.

4.4 The Mini-Grid Operator shall bear the costs of repairs and improvements under Clauses 4.3.2 and 4.3.3 and shall notify the DisCo before commencing such activities. Approval shall not be unreasonably withheld.

4.5 The DisCo shall respond to any notice within 30 days. If no response is received, approval shall be deemed granted. Recoverable costs shall be accounted for during compensation at contract expiration or termination.

5. DUTIES AND OBLIGATIONS OF THE PARTIES

5.1 Duties of the DisCo:

5.1.1 Pay compensation to the Mini-Grid Operator upon termination as required in Clause 14.

5.1.2 Provide the Mini-Grid Operator with relevant information and documents in its possession necessary for project implementation.

5.1.3 Supply the Mini-Grid Operator with its network expansion plan related to the Interconnected Network and share all applicable operational procedures.

5.1.4 Provide technical and operational data relating to the Interconnected Network.

5.1.5 Secure necessary regulatory approvals to enable fulfilment of its obligations under this Agreement.

5.2 Duties of the Mini-Grid Operator:

5.2.1 Install and operate generation assets sufficient to meet the energy needs of the Connected Community.

- 5.2.2 Undertake and complete follow-on repairs to any deficient infrastructure listed in Annex ____.
- 5.2.3 Ensure at least 95 percent reliability of the interconnected supply to the Community.
- 5.2.4 Maintain the infrastructure and comply with applicable Technical Codes and industry best practices.
- 5.2.5 Hand over all improved DisCo infrastructure free of encumbrances at the end of the Term.
- 5.2.6 Obtain all regulatory permits and approvals necessary for the implementation and operation of the Mini-Grid Project.
- 5.2.7 Fulfil all obligations in line with this Agreement, the Off-Grid Regulation, and Technical Codes.

5.3 Duties of the Connected Community:

- 5.3.1 Provide or facilitate access to land required for the Project on terms agreed with the Mini-Grid Operator, with options for tariff-based concessions.
- 5.3.2 Ensure security of all project-related infrastructure and prevent vandalism or theft.
- 5.3.3 Pay electricity tariffs as agreed and approved by the Commission.
- 5.3.4 Channel all complaints in writing and, where applicable, through the grievance mechanism set out in the relevant schedule.

6. OWNERSHIP OF NEW INSTALLATIONS

- 6.1 The Mini-Grid Operator shall retain ownership of all new installations, expansions, or improvements made to the Interconnected Network at its own cost during the Term of this Agreement.
- 6.2 Upon expiration or termination of this Agreement, ownership of all infrastructure and improvements originally owned by the DisCo or integrated into the Interconnected Network shall revert to the DisCo, unless otherwise agreed in writing.
- 6.3 All expansions made by the Mini-Grid Operator shall be documented and appended to Annex 3 (Infrastructure Expansion Register).
- 6.4 The DisCo and Mini-Grid Operator agree that any transfer of ownership shall be accompanied by a mutually agreed inventory and valuation, to be used for calculating applicable compensation under Clause 14.
- 6.5 Nothing in this Clause shall prevent the Parties from entering into separate commercial arrangements governing the joint development or shared use of infrastructure beyond the Term of this Agreement.

7. CONNECTION OF GENERATION ASSETS AND NETWORK EXPANSION

- 7.1 The Mini-Grid Operator shall bear the full cost of connecting its generation assets to the Interconnected Network, including design, construction, and commissioning of all required infrastructure.
- 7.2 The Mini-Grid Operator shall install and maintain all physical structures necessary for generation asset deployment, including foundations, fencing, access roads, and housing units.
- 7.3 All such costs under Clause 7.2 shall be borne by the Mini-Grid Operator unless otherwise agreed in writing by the Parties.
- 7.4 The generation assets installed shall be described in detail and documented in Annex 5.
- 7.5 The Mini-Grid Operator shall maintain the generation assets throughout the duration of this Agreement at its own cost.
- 7.6 Any expansion of the Interconnected Network required to serve new customers or increase capacity shall be undertaken by the Mini-Grid Operator, unless agreed otherwise and subject to Commission approval.
- 7.7 If the DisCo agrees to undertake expansion works, ownership of the resulting infrastructure shall vest in the DisCo. The detailed terms and modalities for such works shall be recorded in a separate agreement and appended to this document.

8. AVAILABILITY OF THE INTERCONNECTED NETWORK AND DISTRIBUTION NETWORK

- 8.1 The DisCo undertakes that the Interconnected Network shall be available to the Mini-Grid Operator throughout the Term of this Agreement, without interference.
- 8.2 For the purposes of Clause 8.2, availability means that the distribution network voltage and frequency at the customer's connection point shall not deviate by more than ± 20 percent from the nominal values.
- 8.3 Where the average monthly availability falls below 95 percent for three consecutive months, the Connected Community shall be entitled to escalate the issue to the Commission for investigation and appropriate remedies.
- 8.5 The DisCo shall ensure that the distribution network supply is available at the Interconnection Point at least $\backslash[X]$ hours per day, unless otherwise agreed in writing with the Mini-Grid Operator.
- 8.6 In the event of a sustained failure by the DisCo to meet its availability obligations under Clause 8.5, the Mini-Grid Operator shall be entitled to compensation as agreed between the Parties or as determined by the Commission.

9. EXTRACTION LIMITS

- 9.1 The Mini-Grid Operator shall not extract from or inject into the DisCo's Distribution Network power exceeding the Maximum Capacity agreed under this Agreement.

- 9.2 Where the Mini-Grid Operator exceeds the agreed Maximum Capacity in any 15-minute interval: (a) it shall be liable to pay a penalty of [XX] NGN per kW of excess capacity; and (b) the DisCo may issue a written warning for corrective action.
- 9.3 Persistent breach of this clause by the Mini-Grid Operator shall constitute a material breach and may be grounds for termination pursuant to Clause 14.
- 9.4 The Parties may review and adjust the Maximum Capacity limit from time to time, subject to mutual agreement and approval by the Commission.

10. SALE OF ELECTRICITY BETWEEN THE MINI GRID DEVELOPER AND THE DISCO

- 10.1 Subject to approval by the Commission, the Mini-Grid Operator may purchase electricity from the DisCo when it is unable to meet demand from its generation assets. The tariff for such purchases shall be [XX] NGN/kWh or as otherwise approved.
- 10.2 Subject to Commission consent, the Mini-Grid Operator may sell excess electricity not consumed by the Connected Community to the DisCo at a rate of [XX] NGN/kWh.
- 10.3 The volume and duration of supply from the DisCo to the Mini-Grid Operator shall be [X] hours per day or such other period as mutually agreed.
- 10.4 If the DisCo fails to deliver the agreed volume of electricity under Clause 10.3, the Mini-Grid Operator shall be entitled to liquidated damages in the form of reduced Usage Fees or other compensation mechanism agreed by the Parties.
- 10.5 Similarly, where the Mini-Grid Operator fails to deliver agreed excess electricity to the DisCo under Clause 10.2, the DisCo shall be entitled to liquidated damages in the form of reduced payments or other agreed remedy.
- 10.6 All tariffs under this clause shall be subject to periodic review and adjustment in line with Commission guidelines.

11. TARIFF

- 11.1 The Mini-Grid Operator shall supply electricity to the Connected Community at market based tariffs approved by the Commission.
- 11.2 Tariff adjustments may be initiated periodically in line with applicable regulatory provisions, inflation trends, input cost fluctuations, or expansion investments.
- 11.3 The Connected Community may request the Commission to conduct a tariff review if there is evidence of prolonged service failure, breach of technical standards, or unjustified cost increments.
- 11.4 All tariffs shall be transparently communicated to the Connected Community and posted at designated public places within the Community.
- 11.5 The Parties acknowledge that tariff revisions may follow a Commission-initiated inspection of accounts and that any approved changes shall be binding and take effect from the date set by the Commission.

12. REPRESENTATIONS AND WARRANTIES

- 12.1 Each Party represents and warrants that:

- 12.1.1 It is duly organised, validly existing, and in good standing under the laws of the Federal Republic of Nigeria or its respective jurisdiction of incorporation.
- 12.1.2 It has full power and authority to execute, deliver, and perform its obligations under this Agreement.
- 12.1.3 The execution and delivery of this Agreement have been duly authorised by all necessary corporate or community actions.
- 12.1.4 This Agreement constitutes valid and binding obligations enforceable in accordance with its terms.
- 12.1.5 The execution, delivery, and performance of this Agreement will not violate any applicable laws, regulations, or other agreements to which the Party is bound.
- 12.1.6 There are no legal actions, suits, proceedings, or investigations pending or threatened that would impair the Party's ability to perform under this Agreement.
- 12.1.7 All information, declarations, and representations made by the Party to the other Parties in the course of negotiations leading to this Agreement are true and accurate in all material respects and do not omit any material fact necessary to make them not misleading.

13. TERMINATION

13.1 Termination by the DisCo:

- 13.1.1 The DisCo may terminate this Agreement upon any of the following events of default by the Mini-Grid Operator:
 - (a) Failure to pay any due amount under this Agreement within thirty (30) days after written notice;
 - (b) Breach of any material obligation not remedied within thirty (30) days of notice;
 - (c) Insolvency, liquidation, or appointment of a receiver or administrator;
 - (d) Any representation or warranty proves materially false and adversely affects the DisCo.

13.2 Termination by the Mini-Grid Operator:

- 13.2.1 The Mini-Grid Operator may terminate this Agreement on written notice if:
 - (a) The DisCo's license is revoked or not renewed within thirty (30) days;
 - (b) The DisCo becomes insolvent or ceases operation;
 - (c) The DisCo commits a material breach not remedied within thirty (30) days;
 - (d) Any representation or warranty of the DisCo proves materially false with adverse effect.

13.3 Termination by the Connected Community:

13.3.1 Upon approval by 60 percent of electricity customers, the Connected Community may terminate this Agreement for failure of service by the Mini-Grid Operator, provided such failure is not caused by force majeure or actions by the DisCo or Community.

13.4 Mutual Termination:

13.4.1 This Agreement may also be terminated at any time by mutual written consent of all Parties.

13.5 Consequences of Termination:

13.5.1 Upon termination:

- (a) The Mini-Grid Operator may transfer assets to the DisCo against compensation;
- (b) Compensation shall be the depreciated value of the assets plus one-year revenue, or adjusted as per Commission review;
- (c) In cases of default by the Mini-Grid Operator, compensation may be offset by outstanding obligations.

13.5.2 The DisCo shall reintegrate the Connected Community into its network and ensure continuous supply.

13.5.3 The Mini-Grid Operator shall at its cost:

- (a) Remove non-transferred generation assets;
- (b) Disconnect and restore prior DisCo connections;
- (c) Hand over relevant data and documents.

13.5.3 Any dispute regarding compensation shall be resolved by the Commission.

14. FORCE MAJEURE

14.1 Definition

14.1.1 A "Force Majeure Event" means any act, event, or circumstance beyond the reasonable control of a Party that prevents or delays the performance of any of its obligations under this Agreement, including but not limited to:

- (a) acts of God (such as floods, earthquakes, or storms);
- (b) war, armed conflict, terrorism, or civil unrest;
- (c) strikes or labour disputes not limited to the Party's employees;
- (d) pandemics, epidemics, or public health emergencies;
- (e) actions by government authorities that prevent performance.

14.2 Notification

14.2.1 A Party claiming Force Majeure shall notify the other Parties in writing within five (5) business days of becoming aware of the event, specifying:

- (a) the nature of the Force Majeure Event;
 - (b) the expected duration;
 - (c) the obligations affected; and
 - (d) steps being taken to mitigate its impact.
- 14.2.2 The affected Party shall provide updates and resume performance as soon as reasonably possible.

14.3 Consequences

- 14.3.1 The affected Party shall be excused from performance to the extent that performance is directly impacted by the Force Majeure Event, and for the duration of the impact.
- 14.3.2 No Party shall be liable for any loss or damage arising from delay or failure to perform caused by a Force Majeure Event.
- 14.3.3 Each Party shall bear its own costs related to Force Majeure unless otherwise agreed.

14.4 Prolonged Force Majeure

- 14.4.1 If a Force Majeure Event continues for more than ninety (90) consecutive days, any Party may terminate this Agreement by written notice.
- 14.4.2 Upon termination under Clause 15.4.1, Clause 14.5 (Consequences of Termination) shall apply.

15. CONFIDENTIAL INFORMATION

- 15.1 For the purpose of this Agreement, "Confidential Information" means any information, data, documents, or materials disclosed by one Party (the "Disclosing Party") to another Party (the "Receiving Party"), whether in oral, written, electronic, or any other form, that is designated as confidential or should reasonably be understood to be confidential, including but not limited to technical data, trade secrets, know-how, business operations, pricing, marketing plans, financial records, and customer information.
- 15.2 The Receiving Party agrees:
- (a) to protect the confidentiality of the Confidential Information using at least the same degree of care as it uses to protect its own confidential information, and in no event less than a reasonable degree of care;
 - (b) not to use any Confidential Information for any purpose other than fulfilling its obligations under this Agreement;
 - (c) not to disclose any Confidential Information to any third party except with the prior written consent of the Disclosing Party or as required by law.
- 15.3 The obligations of confidentiality shall not apply to any information which:

- (a) is or becomes publicly available other than as a result of breach of this Agreement;
 - (b) was in the possession of the Receiving Party prior to disclosure by the Disclosing Party;
 - (c) is disclosed to the Receiving Party by a third party lawfully in possession of such information and not subject to a confidentiality obligation;
 - (d) is independently developed by the Receiving Party without use of the Confidential Information.
- 15.4 The Receiving Party may disclose Confidential Information where required by law, regulation, or court order, provided that the Receiving Party gives prompt written notice to the Disclosing Party to allow the Disclosing Party to seek protective relief.
- 15.5 The confidentiality obligations under this Clause shall survive the termination or expiration of this Agreement for a period of five (5) years.

16. CONFLICT OF INTEREST

- 16.1 Each Party represents that, as of the Effective Date, it has no conflict of interest that would prevent it from entering into or performing its obligations under this Agreement in good faith.
- 16.2 The Parties undertake to promptly disclose to each other any situation that may constitute a conflict of interest or a potential conflict of interest during the Term of this Agreement.
- 16.3 In the event that a conflict of interest arises, the affected Party shall take immediate steps to eliminate or mitigate the conflict, including recusal from any decision-making or operational roles that may be compromised.
- 16.4 Failure to adequately address a conflict of interest may be considered a material breach of this Agreement.

17. AMENDMENTS

- 17.1 No modification or amendment of this Agreement shall be valid unless it is made in writing and signed by authorised representatives of all Parties.
- 17.2 Any agreed amendment shall expressly state the section or clause being modified and the revised wording.
- 17.3 The Commission shall be notified of all amendments and may require review or approval where the change materially affects regulatory compliance or consumer rights.

18. WAIVERS

- 18.1 A waiver of any provision of this Agreement shall only be effective if given in writing and signed by the Party granting the waiver.
- 18.2 No waiver of any breach of any provision shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

18.3 No failure or delay by a Party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof.

19. NOTICES

19.1 All notices and other communications required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by courier, or emailed to the addresses specified below:

For Developer/Operator	For Community	For DisCo
Attention:	Attention:	Attention:
Address:	Address:	Address:
Phone:	Phone:	Phone:
E-mail:	E-mail:	E-mail:

19.2 Any notice shall be deemed to have been duly given:

- (a) if delivered personally, upon delivery;
- (b) if sent by courier, five (5) business days after dispatch;
- (c) if sent by email, on the next business day following transmission, provided the sender does not receive a delivery failure notice.

19.3 Any Party may change its address or contact details by written notice to the other Parties.

20. CHANGE IN LAW

20.1 In the event that a Change in Law occurs that materially affects the performance of this Agreement or the rights or obligations of any Party, the affected Party may request renegotiation of the affected terms.

20.2 The Parties shall engage in good faith negotiations to amend the Agreement to reflect the original economic intent, ensuring that none of the Parties is materially disadvantaged.

20.3 For the purpose of this clause, a "Change in Law" means any enactment, modification, repeal, or reinterpretation of any law, regulation, code, or directive by a competent authority which has the force of law and affects the Project.

20.4 If no agreement is reached within sixty (60) business days of the written request, any Party may refer the matter to the Commission for resolution.

21. SEVERABILITY

21.1 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions shall not be affected.

21.2 The Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that achieves, as nearly as possible, the original economic intent of the invalid provision.

22. ENTIRE AGREEMENT

22.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements, whether written or oral.

22.2 Each Party acknowledges that it has not relied on any representation or warranty not expressly set out in this Agreement.

23. SUCCESSORS AND ASSIGNS

23.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

23.2 No Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

23.3 Where there is a change in ownership or control of the DisCo, all rights and obligations under this Agreement shall remain binding on the new owner(s).

24. GOVERNING LAW AND DISPUTE RESOLUTION

24.1 This Agreement shall be governed by, and construed in accordance with, the laws of the Federal Republic of Nigeria and the applicable laws of Enugu State.

24.2 In the event of any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof (a “Dispute”), the Parties shall first attempt to resolve the Dispute amicably through negotiation.

24.3 If the Dispute is not resolved within twenty-eight (28) days from the date of commencement of negotiations, the Dispute shall be referred to the senior management of the Parties for resolution within a further fourteen (14) days.

24.4 If the senior management is unable to resolve the Dispute, either Party may refer the Dispute to the Enugu State Electricity Regulatory Commission (EERC) for resolution under its Dispute Resolution Procedure.

24.5 If the EERC is unable to resolve the Dispute or where the matter falls outside its jurisdiction, the Dispute shall be referred to arbitration in accordance with the Arbitration and Mediation Act, 2023.

24.6 The arbitration shall be conducted by a sole arbitrator appointed by mutual agreement of the Parties or, failing agreement, by the Chairman of the Nigerian Institute of Chartered Arbitrators.

24.7 The venue of arbitration shall be Enugu, Nigeria, and the language of arbitration shall be English.

24.8 The decision of the arbitrator shall be final and binding on the Parties.

25. EXECUTION CLAUSE

FOR THE MINI-GRID OPERATOR

THE COMMON SEAL OF THE WITHIN NAMED DEVELOPER _____

has hereunto been affixed in the presence of:

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

FOR THE Distribution Company

THE COMMON SEAL OF THE WITHIN NAMED DisCo _____

has hereunto been affixed in the presence of:

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

FOR THE COMMUNITY

Signature: _____

Name: _____

Title: _____

Witnessed by:

Signature: _____

Name: _____

Address: _____

SCHEDULE 5

HEALTH AND SAFETY CONFIRMATION FORM

1. GENERAL GUIDELINES AND REQUIREMENTS

1.1 ENVIRONMENTAL PROTECTION RECOMMENDATIONS

In compliance with applicable environmental and social guidelines for mini-grids in Enugu State, the mini-grid operator shall adhere to the following general requirements to mitigate any adverse effect and impact of its operations and activities on the environment.

For every mini-grid project, prior consideration and all efforts shall be made, at an early stage, to identify the environmental effect and impact of the proposed project.

Where the proposed project is likely to affect the environment because of its extent, nature or the location, an Environmental Impact Assessment (EIA) shall be undertaken as applicable.

1.2 HEALTH AND SAFETY GUIDELINES

Below are the general requirements to be adhered to by the mini-grid operator to mitigate any adverse effect and impact of its operations and activities on the health and safety of staff members, customers and other individuals.

The mini-grid operator shall during the validity of the permit, maintain the usual insurance policies recommended for mini-Grid operations; not having the right insurance policies in place involves considerable risks for the operations of mini-grids.

DECLARATION

I, _____(name), representative of (insert name of Mini-Grid Developer/Operator) with registered office address located at (insert address of Mini-Grid Developer/Operator) and Company registration number _____am applying for a License and therefore warrant that I will comply with the environmental, health and safety guidelines outline in Annex 1 to this Form.

In the event of any failure to comply with these guidelines, I am conscious that the competent authorities can impose fines according to the gravity of the infraction.

Date: _____

Authorised Company Representative

ANNEX 1: SPECIFIC GUIDELINES AND REQUIREMENTS FOR TYPES OF EQUIPMENT

The table below provides specific requirements regarding the diverse types of equipment that are components in mini-grids –

TYPE OF EQUIPMENT	PHASE IN THE PROJECT	RECOMMENDED LINK TO ENVIRONMENTAL PROTECTION	HEALTH AND SAFETY
Battery Valve Regulated Lead Acid (VRLA)	Transport & Storage	<ul style="list-style-type: none"> - Avoid metals having simultaneous contact with positive and negative terminals of the battery. 	<ul style="list-style-type: none"> - Wear protection gear: shoes, helmet, goggles, and gloves.
	Installation	<ul style="list-style-type: none"> - Install within bonded walls/containment. - Ensure adequate spacing between batteries to allow for proper cooling. 	<ul style="list-style-type: none"> - Must only be installed by a competent electrician. - Remove all personal metal objects (wrist watches, rings etc.). - Wear appropriate PPE (eye protection, rubber gloves etc.) - Ensure no smoking near the battery installation.
	Operation	<ul style="list-style-type: none"> - Keep battery cells neat and clean with soft dry cloth to wipe dirt, oil, moisture, or foreign material. - Do not overcharge the batteries to avoid explosive hydrogen production. - Must be a safe working environment. - A comprehensive occupational safety program, including training and site orientation. - Competent persons to effectively respond to emergency events. - Keep a record of all occupational injuries and illnesses and divulge these records to EERC or body on demand for examination and analysis. - Functional risk management process. - All batteries must have readily available safety data sheets. 	

TYPE OF EQUIPMENT	PHASE IN THE PROJECT	RECOMMENDED LINK TO ENVIRONMENTAL PROTECTION	HEALTH AND SAFETY
		<ul style="list-style-type: none"> - Should have a comprehensive insurance policy to adequately cover facilities, employees and third parties. 	
Battery Lead-Acid Vented	Decommissioning & Disposal		<ul style="list-style-type: none"> - See installation and commissioning. - Batteries must be collected at the State Government Collection point after the end of their lifetime.
	Transport & Storage		<ul style="list-style-type: none"> - Transport battery in upright position and/or transport acid in separate containers. - Acid is a hazardous product: follow the transportation rules for hazardous products.
	Installation		<ul style="list-style-type: none"> - Wear protection gear: shoes, helmet, goggles, and Rubber gloves. - Must only be installed by competent electricians. - Wear an acid-proof protection apron. - During the filling, follow the manufacturers' recommendations. - Install only in rooms with adequate ventilation. - Avoid any electronics or electric equipment that can generate sparks in the same room.
	Operation	<ul style="list-style-type: none"> - Keep battery cells clean. 	<ul style="list-style-type: none"> - A comprehensive occupational safety program, including training and site orientation to emergency events.

TYPE OF EQUIPMENT	PHASE IN THE PROJECT	RECOMMENDED LINK TO ENVIRONMENTAL PROTECTION	HEALTH AND SAFETY
			<ul style="list-style-type: none"> - Competent persons to effectively respond. - Keep a record of all occupational injuries and illnesses and divulge these records to EERC or the body on demand for examination and analysis. - Functional risk management process. - Do not overcharge the batteries to avoid explosive hydrogen production. - Ensure availability of emergency eye wash station near a battery installation.
	Decommissioning & Disposal		<ul style="list-style-type: none"> - Batteries must be collected at the State Government Collection point after the end of their lifetime. - Collect acid separately in appropriate canisters prepared for storage and transport
Lithium Battery	Installation & Operations		<ul style="list-style-type: none"> - Do not discharge completely and do not overcharge (risk of explosion). - Keep away from solar radiation.
Diesel Generator	Transport & Storage	<ul style="list-style-type: none"> - Generators and oil tanks must be installed within bonded walls/containment. 	<ul style="list-style-type: none"> - Use lifting equipment. - Fuel transport is dangerous and should follow the applicable transport Regulation. - Keep away from flammable materials and sparks.
	Installation		<ul style="list-style-type: none"> - Must only be installed by professional electricians.

TYPE OF EQUIPMENT	PHASE IN THE PROJECT	RECOMMENDED LINK TO ENVIRONMENTAL PROTECTION	HEALTH AND SAFETY
	Operation	<ul style="list-style-type: none"> - Used oil and oil filters shall be collected and disposed of in an environmentally friendly (safe) way. - Select site to meet the following requirements: <ul style="list-style-type: none"> o Noise Emission should be limited to an extent acceptable by the neighbors. 	<ul style="list-style-type: none"> - Must only be operated on by trained technicians. - Must be in a safe working environment. - A comprehensive occupational safety program, including training and site orientation. - Testing and monitoring of air quality is strictly conducted where employees may be exposed to harmful substances, including worker respiratory protection and an emergency response plan. - Competent persons to effectively respond to emergency events. - Use safety barricade for work area to prevent unauthorized access. - Workers must wear Appropriate PPE. - Keep a record of all occupational injuries and illnesses and divulge these records to EERC or the body on demand for examination and analysis. - Functional risk management process. - Should have a comprehensive insurance policy to adequately cover facilities, employees and third parties. - Safety system of work-permit to work system must be observed for all maintenance and OEM

TYPE OF EQUIPMENT	PHASE IN THE PROJECT	RECOMMENDED LINK TO ENVIRONMENTAL PROTECTION	HEALTH AND SAFETY
			recommendations for preventive maintenance and spares parts must be followed.
	Decommissioning & Disposal	<ul style="list-style-type: none"> - Used oil and oil filters shall be collected and disposed of in an environmentally friendly way. - Compliance with Nigerian Electricity Health and Safety Standards Manual Provision in sections. 	<ul style="list-style-type: none"> - Must be conducted by competent persons. - Use certified lifting equipment for all lifting operations.
Solar PV	Operation		<ul style="list-style-type: none"> - Wear safety gear. - Must be a safe working environment. - A comprehensive occupational safety program, including training and site orientation. - Competent persons to effectively respond to emergency events. - Keep a record of all occupational injuries and illnesses and divulge these records to EERC or the body on demand for examination and analysis. - Functional risk management process. - Should have comprehensive insurance policy to adequately cover facilities, employees and third parties.

TYPE OF EQUIPMENT	PHASE IN THE PROJECT	RECOMMENDED LINK TO ENVIRONMENTAL PROTECTION	HEALTH AND SAFETY
	Decommissioning & Disposal	<ul style="list-style-type: none"> - For CdTe modules: Hazardous Waste must be collected and brought to a recycling centre. - Consult manufacturer's guidelines or where necessary the manufacturer 	
Wind Turbine < 50 kW	Transport & Storage		<ul style="list-style-type: none"> - Due to the weight of equipment, use appropriate lifting and installation equipment (e.g., crane).
	Installation	<ul style="list-style-type: none"> - Select site to meet the following requirements: <ul style="list-style-type: none"> o Noise Emission should be limited to an extent acceptable to the neighbours. Shading shall not be more than acceptable to the neighbours. - Must comply with Government laws and Regulations on applicable noise pollution. (Noise standards & control) 	<ul style="list-style-type: none"> - Due to the weight of equipment, use appropriate lifting and installation equipment (e.g., crane). - By selecting the site, take into consideration the ground characteristics for integrity of the turbine
	Operation	<ul style="list-style-type: none"> - Switch off wind turbine during main flying hours of bats. - Used oil and oil filters shall be collected and disposed of in an environmentally friendly way. 	<ul style="list-style-type: none"> - Maintain moving parts regularly according to the requirements of the manufacturers. - Must be a safe working environment. - A comprehensive occupational safety program, including training and site orientation.

TYPE OF EQUIPMENT	PHASE IN THE PROJECT	RECOMMENDED LINK TO ENVIRONMENTAL PROTECTION	HEALTH AND SAFETY
			<ul style="list-style-type: none"> - Competent persons to effectively respond to emergency events. - Permit to work (PTW) system including Log Out Tag Out (LOTO) must be followed in all maintenance activities. - Ensure use of appropriate PPE - Keep a record of all occupational injuries and illnesses and divulge these records to EERC or the body on demand for examination and analysis. - Functional risk management process. - Should have comprehensive insurance policy to adequately cover facilities, employees and third parties.
	Decommissioning & Disposal		<ul style="list-style-type: none"> - Due to the weight of equipment, use appropriate lifting and installation equipment (e.g., crane).
Hydro < 50 kW	Transport & Storage		<ul style="list-style-type: none"> - Due to the weight of equipment, use appropriate lifting and installation equipment (e.g., crane).
	Installation	<ul style="list-style-type: none"> - Comply with the water rights and related legislation. 	<ul style="list-style-type: none"> - Moving parts of machinery must be designed and constructed in such a way as to prevent risks of contact which could lead to accidents or must, where risks persist, be fitted with guards or protective devices

TYPE OF EQUIPMENT	PHASE IN THE PROJECT	RECOMMENDED LINK TO ENVIRONMENTAL PROTECTION	HEALTH AND SAFETY
	Decommissioning & Disposal	<ul style="list-style-type: none"> - Comply with the water rights and related legislation. - Used oil and oil filters shall be collected and disposed of in an environmentally friendly way. 	<ul style="list-style-type: none"> - See Transport & Storage
Biomass	Transport & Storage	<ul style="list-style-type: none"> - Sewage from biomass shall be kept from entering the ground water. - Biogas shall be stored in a way to minimize losses to the atmosphere (reduce greenhouse gas emission) 	<ul style="list-style-type: none"> - Depending on the type of biomass, the biomass may carry the risk of fire. Therefore, it shall be stored in a safe fire-protected place.
	Installation		<ul style="list-style-type: none"> - Due to the weight of equipment, use appropriate lifting and installation equipment (e.g., crane).
	Operation	<ul style="list-style-type: none"> - Use appropriate Fire protection. - Must be a safe working environment. - A comprehensive occupational safety program, including training and site orientation. - Competent persons to effectively respond to emergency events. - Keep a record of all occupational injuries and illnesses and divulge these records to EERC or the body on demand for examination and analysis. - Functional risk management process. - Should have a comprehensive insurance policy to adequately cover facilities, employees and third parties. - A safe system of work must be followed for all Operation and Maintenance activities. 	

TYPE OF EQUIPMENT	PHASE IN THE PROJECT	RECOMMENDED LINK TO ENVIRONMENTAL PROTECTION	HEALTH AND SAFETY
	Decommissioning & Disposal	<ul style="list-style-type: none"> - Any lubrication oil needs to be disposed off in an environmentally friendly manner. - The flow of river as it has been before installation of the equipment has to be reestablished 	<ul style="list-style-type: none"> - Due to the weight of the equipment, use appropriate lifting and installation equipment (e.g., crane). - Follow OEM's recommendations for equipment de-commissioning.
Inverters, charge controller and other electronic equipment	Installation		<ul style="list-style-type: none"> - Must only be installed by competent persons.
	Operation		<ul style="list-style-type: none"> - Must be a safe working environment. - A comprehensive occupational safety program, including training and site orientation. - Competent persons to effectively respond to emergency events. - Keep a record of all occupational injuries and illnesses and divulge these records to EERC or the body on demand for examination and analysis. - Functional risk management process. - Should have comprehensive insurance policy to adequately cover facilities, employees and third parties.
	Decommissioning & Disposal	<ul style="list-style-type: none"> - Must be disposed of in an environmentally friendly way. Waste 	<ul style="list-style-type: none"> -

TYPE OF EQUIPMENT	PHASE IN THE PROJECT	RECOMMENDED LINK TO ENVIRONMENTAL PROTECTION	HEALTH AND SAFETY
		must be collected and brought to a recycling centre.	
Switch Gear and Distribution Box Conductors Transformers	Transport & Storage		<ul style="list-style-type: none"> - Due to the weight of equipment, use appropriate lifting and installation equipment (e.g., crane).
	Installation	<ul style="list-style-type: none"> - Select a site where the risk of flooding is low. - Use fire proved material. - Make provision for oil containment where applicable. 	<ul style="list-style-type: none"> - Installation only by an electrician - Wear all applicable safety gear like safety shoes and safety gloves. - Comply with the relevant Technical Codes.
	Operation	<ul style="list-style-type: none"> - Care must be taken to prevent oil leakage from transformers and other switchgears. 	<ul style="list-style-type: none"> - Must be a safe working environment. - Wear appropriate safety gear. - Must only be operated by trained electricians. - Comply with the relevant Technical Codes. - A comprehensive occupational safety program, including training and site orientation. - Competent persons to effectively respond to emergency events. - Keep a record of all occupational injuries and illnesses and divulge these records to EERC or the body on demand for examination and analysis. - Functional risk management process.

TYPE OF EQUIPMENT	PHASE IN THE PROJECT	RECOMMENDED LINK TO ENVIRONMENTAL PROTECTION	HEALTH AND SAFETY
			<ul style="list-style-type: none"> - Should have comprehensive insurance policy to adequately cover facilities, employees and third parties.
	Decommissioning & Disposal	<ul style="list-style-type: none"> - The foundations must be removed, and the place recover its original status. - Transformer may contain hazardous and polluting material which must be brought to a collection point where it can be treated. 	<ul style="list-style-type: none"> - Due to the weight of equipment, use appropriate lifting and installation equipment (e.g., crane). - Appropriate protective equipment should be used by persons involved in the de-commissioning exercise. - Access to project/de-commissioning site must be restricted to only persons involved in the decommissioning exercise.

SCHEDULE 6

TECHNICAL STANDARDS FOR RENEWABLE SYSTEM REQUIRING PV

The purpose of these guidelines is to outline the minimum technical specifications that must be followed in the development of mini-grids plants in Enugu State.

These technical specifications are developed to ensure the safety and reliability of mini-grids.

1. General Requirements

- a. All mini-grids must generate at least 50% of consumed energy on an annual kWh basis from renewable energy.
- b. The mini-grid project developer is responsible for on-site warranty, ensuring that failed components are repaired or replaced in case such a claim is required.
- c. The installation must include a complete toolbox with all necessary tools for routine maintenance and a collection of commonly replaced spare parts.
- d. Any mini-grid that connects or intends to be connected to the Utility's Distribution Network shall comply with the Distribution Network Standards and the adopted Grid Code.

1.1. Information

The following information shall be readily available from the Mini-Grid Operator and provided at the mini-grid site at all times:

- a. A complete set of drawings including:
 - i. Single-line diagram showing all generation components, conversion components, storage components, monitoring/communication components and isolation and protective devices with connection points marked;
 - ii. As-built drawings showing the distribution network with pole positions, pole spans, single or three phase network or DC network, conductor size, isolation points/devices, earthing points, major customer locations and protection measures clearly indicated.
 - iii. Operation/ Maintenance manuals of major equipment in hardcopy and soft copy if possible.
- b. A mini-grid system inventory showing quantities, sizes, manufacturers and technical specifications on:
 - i. Civil works
 - ii. Generation, storage, energy conversion, monitoring and control systems
 - iii. Distribution system
 - iv. Metering and vending system

- c. A customer database showing the following information:
 - i. Customer name, address phone number and date of connection
 - ii. Customer Category
 - iii. Connection type
 - iv. Pole number where the customer is connected from
 - v. Meter number and allocated power (if applicable)

1.2. Nominal voltage and operating voltage range

The nominal voltage at customer service drops shall be 400 V_{AC} line to line or 230 V_{AC} line to neutral. The operating voltage shall not vary beyond $\pm 6\%$ of the nominal voltage.

1.3. Nominal frequency and operating frequency range

The nominal operating frequency of the mini-grid shall be 50 Hz. The allowed operating range shall be within $\pm 2.5\%$, beyond which the protection relays at generation shall operate to shut down the mini-grid, after a time delay of 500 ms from the time the frequency crosses the allowed boundaries.

2. Solar PV Generation System Components

2.1 Photovoltaic (PV) modules

- a. Solar modules shall conform to the following standards:
IEC 62446-1:2016+A1:2018: PV Systems – Requirements for testing, documentation and maintenance – Part 1: Grid connected systems – Documentation, commissioning tests and inspection.
- b. All PV modules shall have the following product warranty levels:
 - i. Manufacturing warranty for material and workmanship: must have at least a ten-year warranty on physical manufacture of module itself, i.e. the frame, encapsulant, glass, module junction box etc.
 - ii. Power output performance warranty: ten years 90% rated output and 25 years 80% rated output warranty.
- c. Solar modules shall have a junction box with an ingress rating IP65 or higher mounted at the back of the panel with at least 4 mm² cross-sectional conductor area output cables.
- d. The label of the PV module shall have the following details: Name of the manufacturer, model number, serial number, short-circuit current (I_{sc}), open-circuit voltage (V_{oc}), current at maximum power (I_{mp}), voltage at maximum power (V_{mp}), and power rating of panel at standard test condition (STC).

2.2 PV Array Rack (Mounting Structure)

- a. The mounting structure used for the solar panels shall be made of corrosion-resistant material such as aluminium alloy or hot-dip galvanized steels. If hot dip galvanized, the thickness of galvanization shall exceed 80 microns.

- b. The array rack shall be constructed as earth mounted, top-of-pole, or roof-mounted type.
- c. The minimum thickness of the structural material used for mounting structure shall be 2 mm.
- d. Bolts, nuts, fasteners, panel mounting clamps including joining the sections of structure shall be with galvanized or stainless-steel fasteners. Bolts shall be secured with locking washers or locknuts.
- e. Any contact between unlike materials shall be avoided by using insulation between any aluminium and galvanized sections.

2.3 Inverters

- a. Type of inverter: Transformer-less / Transformer
- b. Maximum efficiency: >96%
- c. There must be DC disconnect device either integrated or separate
- d. PV inverters must be able to limit their output power based on the state of charge of batteries to prevent overcharging (through the battery inverters); and Charge controllers connected to the same battery string have to coordinate their charging algorithms
- e. PV inverters must each have surge arrestors installed if more than 20m of cable length between PV modules and the inverter
- f. The minimum degree of protection should be IP20 if installed inside a building or container, if outside IP65
- g. Inverters must be warranted against manufacturing defects for at least 5 years
- h. Each inverter device must be labelled with at least the following information:
 - i. Manufacturer name and model
 - ii. Serial number
 - iii. Frequency
 - iv. Input and output voltage and rated power

2.4 Batteries

- a. Batteries shall conform to the following standards
 - i. IEC 60896-21:2004: Stationary lead-acid batteries – Part 21: Valve regulated types – Methods of test
 - ii. IEC 62485-1:2015: Safety requirements for secondary batteries and battery installations – Part 1: General safety information
 - iii. IEC 62619:2017: Secondary cells and batteries containing alkaline or other non-acid electrolytes – Safety requirements for secondary lithium cells and batteries, for use in industrial applications; and
 - iv. IEC 62620:2014: Secondary cells and batteries containing alkaline or other non-acid electrolytes – Secondary lithium cells and batteries for use in industrial applications
- b. Positive cables between batteries and inverters shall be protected with DC-rated over-current protection and disconnect (either circuit breaker or fused

disconnect) of appropriate rating to protect cables in the event of a short circuit.

- c. Battery support structure/cabinet made of steel and insulated to ground.
- d. Battery cables to be made of copper (16mm² and 25mm²), preconfigured with terminals according to the requirement of the battery quoted.
- e. Cable length and cross-section should limit DC voltage drop to less than 1 percent with appropriate cable termination with lugs.
- f. For lithium-ion or other technologies: 4,000 cycles at 80 percent depth of discharge and end of life 80 percent of nominal capacity.
- g. For lithium batteries and others: paralleling of cells only allowed if explicitly specified by the manufacturer and if an adequate battery management system is installed.
- h. 10°C to 30°C, air conditioning is required for systems with more than 30 kW rated battery inverter power.
- i. The algorithm calculating the switch-off point needs to consider the measured battery temperature to prevent deep-discharge and overcharging (low voltage disconnect).
- j. For each battery type, the battery must be labelled indicating at minimum: the manufacturer, model number, voltage and capacity.

3. Electricity Supply Stations

3.1 Protective arrangements

- a. Spaces in which electric supply conductors or equipment are installed shall be protected from the entrance of unauthorised persons.
- b. Floors shall have even surfaces and secure footing.
- c. Each room with working electrical equipment shall have a means of exit that is kept clear of obstructions.
- d. Electrical Danger warning signs must be installed at all access points to the yard and building.
- e. Fire extinguishers of the appropriate type must be installed and maintained in the building.
- f. The name of the plant must be displayed clearly on the front of the building.
- g. Sufficient lighting must be installed to do safe work on any equipment by day or night.

3.2 Protective arrangements

- a. Space shall be provided around batteries to allow for safe maintenance, testing, battery replacement, and inspection. Space shall also be provided above the cells to allow for operation, taking measurements, adding water (if cells are flooded type), and for lifting equipment when required.

- b. Storage batteries shall be located in an area accessible only to qualified persons or within a protective enclosure such as a fence, battery room, case, or cage that limits the chances of contact with energized parts.
- c. To limit hydrogen accumulation and explosion risk in flooded lead-acid batteries, the battery area shall be ventilated either by a fan or by a natural ventilation system.
- d. Racks that support battery cells shall be firmly anchored, preferably to the floor. Racks made of metal shall be earthed.
- e. The floor material in battery areas shall be of a material that resists corrosion from electrolyte. Provision shall be made to keep spilled electrolyte from leaking to areas where it can cause damage.
- f. Battery areas shall be provided with goggles or face shield, acid-resistant gloves, protective aprons, a first aid kit and water to use to rinse skin in case of contact with electrolyte.

4. Wiring

4.1 General

- a. All outdoor exposed wiring and junction boxes must be protected from UV radiation and terminals protected against dust and moisture. The wiring installation shall be both physically robust against bumping and tugging, and electrically robust.
- b. Outdoor wiring shall have UV resistant insulation or be protected by UV-resistant plastic or metal conduit.
- c. PV array to battery circuit(s) shall be sized for maximum 5% voltage drop at rated array current.
- d. Wire shall be derated for climatic conditions

4.2 Wiring Standards

- a. Cables may be copper or aluminium.
- b. Cables shall comply with NIS IEC 60227: Polyvinyl chloride insulated cables of rated voltages up to and including 450/750 V or the appropriate standard.
- c. Cables terminations shall be identifiable by colour and/or lettering/numbering unless there is no possibility of confusion.
- d. All wiring must be neatly installed and secured by means of appropriate fasteners at regular intervals.
- e. Wiring lengths shall be sufficiently looped to allow ease of connection and disconnection in the case of component replacement or maintenance.

4.3 Earthing

- a. Exposed metal parts such as metallic module frames, electrical equipment, and conductor enclosures must be bonded through an equipment earthing conductor, connected to an earth rod sized sufficiently.
- b. Earthing conductors for equipment, raceways, cables, and other metal enclosures for wires shall have ampacities adequate for the available fault current over the operating time of the fault-protective device.
- c. If the circuit has no overcurrent or fault protection, the earthing conductor ampacity shall be determined by the design and operating conditions of the circuit. If the conductor enclosures and attachments to equipment enclosures are continuous and adequate, the circuit path formed by these metallic surfaces may constitute the equipment earthing conductor.
- d. Earthing conductor wires shall be connected via a suitable lug, terminal, or device that is not disturbed during normal operation, inspection, or maintenance.
- e. System electrical earthing shall only occur on the AC side of a system, where the AC neutral conductor is connected to the consumer earth conductor, at a single location at the generation facility site.
- f. The site of the neutral/earth bonding shall be clearly labelled and indicated on the installations' single line diagram.
- g. Mini-grids shall be protected against lightning through the installation of a surge protection device that can provide protection for least 100 kA surge current (8/20 μ s).
- h. Surge arresters shall comply with the IEC 60099-4 standards.
- i. The AC and DC sides shall be protected with a separate surge protection device.
- j.

5. Distribution Line

- a. MV lines and LV lines that the developer intends to possibly interconnect at a later time with the national grid shall be built in accordance with the Utility Distribution standards and the adopted Grid Code.
- b. LV lines that are not built with the intention of being eligible for interconnection with the national distribution network shall meet the following basic safety and performance requirements:
 - i. The maximum permitted voltage fluctuation at the customer supply point shall not be more than +10% and -10% of nominal voltage with the calculated saturation load.
 - ii. Poles supporting wires must be either rot resistant wood, concrete or metal. Live trees shall not be permitted.
 - iii. The minimum distance of service cable to the ground shall not be lower than 3 meters on normal terrain and 6 meters crossing a road.

- iv. Service connections must be attached to the house's roof structure or walls by means of a suitable tension clamp that provides strain relief in the event that the wire is pulled.
- v. Service connections shall include a drip loop that prevents water from dripping onto the meter.
- vi. Overhead conductors shall feature suitable insulation rated to withstand UV degradation and contact with water.
- vii. All network wiring including service connections shall be built in such a way that protects against accidental contact with energized conductors.
- viii. Each LV feeder shall be protected with a circuit breaker rated for protection of the LV cable.

6. Metering

- a. Meters used in Mini-Grids that the developer intends to possibly interconnect at a later time with the Distribution Network shall be in compliance with the Metering Code.
- b. Meters used in mini-grids that the developer has no intention of connecting at a later time with the Distribution Network must use meters that have at least 2 percent accuracy at full load (class 2).

SCHEDULE 7

PERFORMANCE REPORTING TEMPLATE

This template shall be completed by all Operators registered or permitted under the Regulation and submitted to the Commission on a quarterly basis, or as otherwise directed.

All fields are mandatory unless explicitly marked “optional”. Reports must be submitted in hard copy and in electronic format.

SECTION A – OPERATOR INFORMATION

1. Name of Operator: _____
2. Registration / Permit Number: _____
3. Project Name (if applicable): _____
4. Type of System (tick as applicable):
 - a. Isolated Mini-Grid
 - b. Interconnected Mini-Grid
 - c. Solar Energy System (SES)

SECTION B – TECHNICAL PERFORMANCE

1. Installed Generation Capacity (kW): _____
2. Available Generation Capacity (kW): _____
3. Energy Generated (kWh) – this quarter: _____
4. Energy Distributed (kWh) – this quarter: _____
5. Energy Sold (kWh) – this quarter: _____
6. Reliability Indicators:
 - a. SAIDI (hours/customer): _____
 - b. SAIFI (interruptions/customer): _____
 - c. CAIDI (hours/interruption): _____
7. Number of Outages:
 - a. Planned: _____
 - b. Unplanned: _____

SECTION C – CUSTOMER CONNECTIONS

1. Total Number of Active Connections: _____
2. Number of New Connections this Quarter: _____
3. Customers by Category:
 - a. Residential: _____
 - b. Commercial: _____
 - c. Industrial: _____
 - d. Public/Special: _____

SECTION D – FINANCIAL PERFORMANCE

1. Tariff Rates Applied (₦/kWh):
 - a. Residential: _____
 - b. Commercial: _____
 - c. Other: _____
2. Total Revenue Collected (₦) – this quarter: _____
3. Percentage of Customers in Arrears: _____

SECTION E – SAFETY AND ENVIRONMENTAL COMPLIANCE

1. Number of Safety Incidents: _____
 - a. Resulting in injury: _____
 - b. Resulting in fatality: _____
 - c. Resulting in property damage: _____
2. Number of Environmental Incidents (e.g., spills, non-compliance with EIA conditions): _____
3. Mitigation/Corrective Actions Taken: _____

SECTION F – COMMUNITY ENGAGEMENT AND GEDSI

1. Partnerships with Community-Based Organisations, Youth Associations, or Women’s Cooperatives (Yes/No): _____
If yes, list: _____
2. Community Co-Ownership or Cooperative Models Implemented (Yes/No): _____
If yes, provide details: _____
3. GEDSI Initiatives Implemented this Quarter: _____

SECTION G – CERTIFICATION

I/We certify that the information provided in this report is complete, accurate, and supported by verifiable records, and that the Operator remains in compliance with the provisions of the Enugu State Off-Grid Electrification (OGE) Regulation, 2025.

Signature: _____

Name: _____

Designation: _____

Date: ___/___/20__

SCHEDULE 8

SCHEDULES FOR FEES

Application fees:

1. Registration (Certificate) – Fifty thousand Naira (N50,000)
2. Permit - (a) Isolated Mini-Grids – Hundred Thousand Naira (N100,000)
(b) Interconnected Mini-Grids – Two hundred Thousand Naira (N200,000)