

Legal Notice No.....

**THE ENERGY ACT (No. 1 of 2019)**

**IN EXERCISE** of the powers conferred by Section 162 and 208 of the Energy Act, 2019, the Cabinet Secretary for Energy makes the following Regulations.

**THE ENERGY (NET-METERING) REGULATIONS, 2022**

**PART I – PRELIMINARY**

**Citation**            1. These Regulations may be cited as the Energy (Net-metering) Regulations, 2022.

**Application**        2. These Regulations shall apply to

- (i) a Consumer who owns a Renewable Energy generator of a capacity not exceeding one megawatt (1 MW) installed primarily for self-consumption and intends to enter into a Net-Metering System Agreement with a distribution licensee or retailer; and
- (ii) a distribution or retail Licensee in the consumer’s area of supply.

**Interpretations**   3. In these Regulations, unless the context otherwise requires –

“**Authority**” means the Energy and Petroleum Regulatory Authority;

“**Area of supply**” means the area within which a distribution licensee is for the time being authorized to supply electrical energy;

“**Act**” means the Energy Act Number 1 of 2019;

“**Cabinet Secretary**” means the Cabinet Secretary for the time being responsible for energy;

“**Carbon Credit**” means a tradable unit equivalent to one metric tonne of carbon dioxide that is generated in accordance with international or national standards and market rules;

“**Code Participants**” means the system operator, the Authority, large consumers and persons who carry out or who intend to carry out the generation, transmission, distribution and supply of electrical energy or any other operation for which a licence is required pursuant to the Act;

“**Commissioning**” means the conducting of tests necessary to bring the Net-metering System into operation;

“**Connection Point**” means point of common coupling between the Licensee and Prosumer’s systems;

“**Prosumer**” means a residential, commercial or industrial customer supplied by a Licensee and generates electricity, on the customer’s side of the meter, using a Renewable Energy source whose capacity does not exceed 1MW;

“**Distribution Licensee**” means a holder of a distribution licence or a retail supply licence under the Act authorized to operate and maintain a distribution system for supplying electrical energy to its consumers in its area of supply;

“**Export**” means, with regard to meter readings, the number of units of electricity (measured in kWh) that a customer-generator has supplied to the grid within a billing period;

“**Kenyan Standard**” means the specification or code of practice declared by the National Standards Council under section 9 of the Standards Act (Cap 486 of the Laws of Kenya);

“**Net- metering**” means a mechanism that allows electricity consumers who generate their own power to supply electricity to the grid in times of over-production and to be compensated for or make use of the credited energy during other times;

“**Net- meter**” means an appropriate energy meter capable of recording both import and export of electricity; and provide the net electricity;

“*Net- metering System*” means a system that operates in parallel with the electrical distribution facilities of a distribution licensee and that measures, by means of a meter dedicated for export, the amount of electrical energy that is supplied by customer;

“*Net- metering System Agreement*” means an agreement entered into in accordance with section 162 of the Act by a distribution licensee or retailer and customer in accordance with these Regulations;

“**Person**” as defined in the Act;

“*Parallel operation*” or “*Operates in parallel*” means the operation of on-site generation by a customer while the customer is connected to the distribution system of the Licensee;

“*Phase One of the Net- metering Programme*” means the first three years of implementation of net-metering in Kenya from the date of coming into force of these regulations;

“*Renewable Energy*” means all non-fossil sources including, but not limited to biomass, geothermal, small hydropower, solar, wind, solid urban waste and biogas;

“*Tribunal*” means the Energy and Petroleum Tribunal established under section 25 of the Act.

**General  
Principles**

4. (1) The Licensee shall offer the provision of net-metering arrangement to the Prosumers, who intend to install grid connected Renewable Energy system, in its area of supply on non-discriminatory and first come first served basis, subject to operational constraints, provided that the Prosumer is eligible to install the grid connected Renewable Energy system of the rated capacity as specified under these Regulations.
- (2) Prosumers are not considered as Code Participants under the Kenya Electricity Grid Code for the purpose of these Regulations.
- (3) Where applicable, the technical requirements of these Regulations shall be met at the connection point.

**Eligible technologies and Consumers**

5. (1) All Renewable Energy technologies are eligible for net-metering.
- (2) All residential, commercial and industrial customers supplied by a distribution licensee or retailer are eligible to enter into net-metering agreement subject to these Regulations and other relevant laws.

**Generation capacity limits**

6. (1) The onsite installed capacity of a Renewable Energy system for a Prosumer entering into a Net-Metering System Agreement shall:
- (i) not exceed 1,000 kW (1 MW) and;
  - (ii) be capped at the maximum load demand in kW of the 12 months preceding application for net metering.
- (2) The maximum aggregate generation capacity of Net-metering Systems shall be one hundred megawatts (100 MW) for the Phase One of the Net-metering Programme.

The Authority shall review the maximum aggregate generation capacity limit as may be appropriate.

- (3) In the case of more than one licensee, the share of the aggregate capacity shall be proportionate to the specific load in a licensee's area of supply against the national load.
- (4) A licensee shall enter into a Net-metering System Agreement with a Prosumer on a non-discriminatory net-metering arrangement on a first-come-first serve basis for Prosumers, self-owned and third party owned, on-site Renewable Energy generators as long as the total capacity in megawatts (MW) complies with limits stipulated in Regulation 6(1) and Regulation 6(2).
- (5) The aggregate generation capacity of net metered facilities in a particular Licensee's licence area shall be determined by the Licensee in accordance with:
- (a) The Licensee's electrical infrastructure equipment ratings upstream of net metered facilities;
  - (b) Limits imposed by the Licensee's network's stability requirement as determined by technical studies performed by, and practical experiences of, the Licensee.

- (6) The limits in 6(5) shall be shared with the Prosumer and the Authority (for concurrence), and published on the Licensee's website; and shall only serve the purpose of ensuring the distribution network stability, reliability and power quality in accordance with prevailing operational conditions.

**Application to enter into a Net-metering System Agreement.**

7. (1) A person shall not operate a Net-metering system unless he has a Net-metering System Agreement with a Licensee.
- (2) A person wishing to operate a Net-metering System shall make an application to the Licensee through the Authority in the form set out in the First Schedule upon payment of a non-refundable fees.
- (3) The fees payable in 7(2) above shall be proposed by the Licensee and approved by the Authority from time to time.

**Determination of Application**

8. (1) The Licensee shall examine all applications in Regulation 7 within sixty (60) days and in a non-discriminatory basis, taking into account;
  - (a) the submitted feasibility study; and
  - (b) system power flow studies in the distribution area.
- (2) The Licensee's decision on the Prosumer's application shall be communicated in form of a written notice, and within sixty (60) days from the date of application.
- (3) The written notice by the Licensee under subsection (2) shall specify —
  - (a) in the case where the application is approved, the fact of such approval and any conditions attached thereto, and
  - (b) in the case where the application is rejected, the fact of such rejection and the reason for the rejection.
- (4) The approval to enter into a Net-Metering System Agreement under this section shall be specific to the Prosumer who sought

the approval and that approval shall not be assigned or transferred to any other person.

(1) Any person who is aggrieved by the decision of the Licensee in rejecting an application for approval under the Net-metering System may, within thirty (30) days of notification of decision, appeal to the Authority as provided for under the Energy (Complaints and Disputes Resolution) Regulations, 2012 or any other subsequent or replacement regulations.

(2) Once the application is approved, the Licensee and the Prosumer shall enter into the Net-metering System Agreement as per the sample in the Second Schedule, subject to the Prosumer having paid the prescribed Net-metering fees.

(3) A copy of each signed Net-metering System Agreement shall be filed by the Licensee to the Authority within thirty (30) days.

**Installation,  
grid  
interconnection,  
maintenance  
and operations**

9. (1) The installation, interconnection maintenance and, where applicable, operations of Net-metering Systems in a licensee's area of supply shall only be performed by competent personnel approved by the Licensee in that area of supply in accordance with the Electric Power (Electrical Installation Works) Rules, 2006 or any other subsequent or replacement rules and using such equipment and system configuration so as to meet relevant requirements of the Kenya Electricity Distribution Grid Code and any relevant Kenya Standards.
- (2) A Net-metering System shall be capable of operating in parallel and safely commencing the delivery of power into the distribution network at a single point of interconnection.
- (3) Meters for Net-metering Systems shall–
- (a) Be capable of two-way communication used solely to measure and register electricity flow in both directions at the same rate, typically through use of a single bi-directional meter;
  - (b) Be able to measure and record peak supply in different periods;
  - (c) Type approved and duly calibrated by the Kenya Bureau of Standards;
  - (d) Provide for time-of-use metering;

- (e) Not be of prepaid type.
  
- (4) Electricity supplied from and to the net-metered installation shall be within the limits set in the Kenya Electricity Distribution Grid Code and any other guidelines issued by the Authority.
  
- (5) The eligible Prosumer shall bear all costs related to the meter and setting up the interconnection with the Licensee's network.
  
- (6) The Licensee shall be entitled to witness the testing and commissioning of Prosumer installation including metering, entering into a net-metering arrangement, however, that if the Licensee does not attend and witness such test (after having been given seven (7) days' written notice by the Prosumer thereof) then the Licensee shall be deemed to have attended and witnessed such test.
  
- (7) A Net-metering facility shall be capable of operating in parallel and safely commencing the delivery of power into the distribution network at a single point of interconnection. To prevent a net-metering customer from back-feeding a de-energized line, a net-metering facility shall have a visibly open, lockable, manual, disconnect switch, which is accessible by Licensee and clearly labelled. This requirement for a manual disconnect switch shall be waived if the following three (3) conditions are met –
  - (a) The generation system must be designed to shut down or disconnect and cannot be manually overridden by the customer upon loss of utility power;
  
  - (b) The generation system must be warranted by the manufacturer to shut down or disconnect upon loss of utility power; and
  
  - (c) The generation system must be properly installed and operated, and inspected and/or tested by the distribution utility personnel.

The Prosumer shall inform and seek approval of the Licensee prior to the execution of any replacement or modifications to the net-metering system or the Connection Point.

- (8) Any Net-metering System causing interference or unacceptable parameters to the Licensee's system shall be disconnected without notice until the issues are resolved.
- (9) A licensee shall make publicly available at its offices and on its website application procedures for Net-metering including how to access the application form and guidelines on what is to be included in the Net-metering System Agreement.

**Costs, tariffs  
and billing**

10. (1) A Licensee shall provide to prosumers electricity services at non-discriminatory rates that are identical, with respect to rate structure, retail rate components, and any monthly charges, to rates approved by the Authority for the applicable tariff control period.
  - (2) Prosumers shall be obliged to pay the Licensee's interconnection costs associated with their installation. The Authority shall gazette the applicable interconnection rates for each category tariff control period
  - (3) Consumers shall be compensated for electrical energy supplied to the Licensee with a credit for each unit exported in a billing period.
  - (4) Each exported unit shall grant the customer a net-metering credit of fifty percent (50%) of the exported unit.
  - (5) The billing and compensation procedures shall be –
    - (a) On a monthly basis a Prosumer shall be billed any non-variable charges applicable under the retail tariff schedule currently in force, such as but not limited to any fixed demand and power factor penalty charges.
    - (b) For each unit exported during a billing period, the consumer shall receive a credit of 50% of the exported unit. The Licensee shall compute the number of exported units, apply the discount, credit the Prosumer's bill for the appropriate number of units (kWh) and bill the Prosumer for the remaining energy supplied by the Licensee in accordance with the applicable standard retail tariff schedule rates.
    - (c) If the Prosumer is, after the application of unit discount, a net exporter during the billing period, he shall not be billed for any energy supplied by the Licensee and shall

carry forward any surplus credits to the next billing period.

- (d) Any unused credits shall be forfeited at the end of the Licensee's financial year.
  - (e) Units generated and consumed on-site shall not attract any compensation or charge.
- (6) Net-metering Prosumers shall not be entitled to any monetary compensation for capacity, reactive power, voltage and frequency support or other benefits their systems may provide.
  - (7) The Licensee shall endeavour to avail the distribution systems at all times. However, he shall not be liable for occurrences of network downtime as a result of faults and a net-metering Prosumer shall not be compensated for any deemed generation during such time.
  - (8) All tariff applications, adjudications, and revisions will be conducted in line with the standard procedures of the Authority. The methodology to determine the Value Added Tax (VAT) and other levies and charges is provided in SCHEDULE .....
  - (9) For billing purposes, licensees shall not estimate the electricity consumed and generated by net-metered consumers during any billing period.
  - (10) Prosumers shall grant personnel of the Licensee access to their property for the purpose of maintaining and/or reading the meter.
  - (11) Where a Consumer vacates the premises where a Net-Metering System is installed and terminates the Net-metering System Agreement, he shall forfeit any remaining credits.

**Monitoring and control.**

- 11. (1) Licensees shall develop and maintain a register on their website, as specified in the Third Schedule, of net-metered Consumers in their areas of supply. The register shall be continuously updated and submitted quarterly to the Authority by the 15<sup>th</sup> day of each fourth month.
- (2) Licensees shall report annually to the Authority of the progress on the implementation of Net-metering Systems in their areas of supply. The report shall include information specified in the Fourth Schedule.



**FIRST SCHEDULE (r. 7 (2), 9(11)(c. )**  
**NET-METERING APPLICATION FORM**

The Chief Executive Officer

Distribution Licensee

P.O. Box XXXX

xyz

I/We.....hereby

apply for net-metering agreement in accordance with **The Energy (Net-Metering) Regulations, 2022**

**1. Name of applicant**

.....  
.....  
.....

**2. Details of applicant :**

- a. Kenya Revenue Authority Personal Identification Number:.....
- b. Postal Address:.....
- c. Email Address:.....
- d. Telephone number(s):.....
- e. LR/ Plot No.....
- f. Building Name.....
- g. Street/:.....
- h. Town/County:.....

**3. Peak**

demand:.....

**4. Installed generation plant capacity .....**

Description (**this should include the technology**)

*(Insert additional lines as appropriate)*

**5. Give full details of proprietors or partners owning business or directors/shareholders of the company, as applicable.**

Name.....

Nationality .....

*(Insert additional lines as appropriate)*

6. Applications are to be accompanied by certified copies of the following documents;
- (1) For a juridical person;
- a) Feasibility study report including but not limited to demand forecasts and historical load profiles.
  - b) Certificate of incorporation or registration, memorandum and articles of association where applicable.
  - c) A company registration form (CR12 for a Kenyan firm) or its equivalent.
  - d) Details of current directors or owners including a copy of their identification documents.
  - e) Lease Agreement or title deed for ownership of land where the installation is located.
  - f) PIN and VAT certificates, valid tax compliance certificate

- (2) For a natural person:
- a) Feasibility study report including but not limited to demand forecasts and historical load profiles.
  - b) Details of owners including a copy of their identification documents.
  - c) Lease Agreement or title deed for ownership of land where the installation is located.
  - d) PIN and valid tax compliance certificate.
  - e) VAT certificate where applicable.

7. Have you applied for net metering in the past? Yes  No  If yes,

- i. Capacity.....
- ii. Location.....
- iii. Approved on.....

8. Has any previous application for such been rejected under these regulations? Yes  No  (If Yes, give details)

.....  
 .....  
 .....

9. Has any previous agreement been cancelled under these regulations? Yes  No  (If Yes, give details)

.....  
 .....  
 .....

**DECLARATION**

I/We hereby, declare that the information provided in this application is true and accurate.  
 I/We understand that it is an offence, under the Energy Act 2019.

I/We commit to abide by the Energy (Net-Metering) Regulations, 2020 and any rules and by-laws for the time being in force there under.

Signature of Applicant .....

Date .....

**SECOND SCHEDULE (r. 8(7), 9(11)(d) )**  
**NET-METERING SYSTEM AGREEMENT**

This Agreement is made and entered into at (location) \_\_\_\_\_ on this (date) \_\_\_\_\_ day of (month) \_\_\_\_\_ (year) \_\_\_\_\_

Between;

- A. The Prosumer (Name) \_\_\_\_\_ having premises at (address) \_\_\_\_\_ and Meter No. \_\_\_\_\_ as the first Party; and
- B. The Licensee \_\_\_\_\_ and having its Registered Office at (address) \_\_\_\_\_ as second Party of this Agreement;

Whereas, the Prosumer has applied to the Licensee for approval of a Net-Metering Arrangement under the provisions of the Energy (Net-metering) Regulations, 2020 herein after referred to as “Regulations” and subsequent amendments and sought its connectivity to the Licensee's Distribution Network;

And whereas, the Licensee has agreed to provide Network connectivity to the Prosumer for injection of electricity generated from its Renewable Energy Generating System herein after referred to as “System” of \_\_\_\_\_ kilowatt; Both Parties hereby agree as follows:-

**1. Eligibility:**

The System meets the applicable norms for being integrated into the Distribution Network, and that the Prosumer shall maintain the System accordingly for the duration of this Agreement.

**2. Technical and Inter-Connection Requirements:**

- a. The metering arrangement and the inter-connection of the System with the Network of the Licensee shall be as per the provisions of the Regulations and the technical standards and norms specified therein.
- b. The Prosumer agrees, that he shall install, prior to connection of the System to the Network of the Licensee, an isolation device (both automatic and in built within inverter and external manual relays); and the Licensee shall have access to it if required for the repair and maintenance of the Distribution Network.
- c. The Licensee shall specify the interface/inter-connection point and metering point.
- d. The Prosumer shall furnish all relevant data, such as voltage, frequency, circuit breaker, isolator position in his System, as and when required by the Licensee.
- e. The Prosumer shall ensure that the System complies the provisions of the Energy Act or the Energy (Net-Metering) Regulations or any statutory modification or re-enactment thereof or any other statutory provision relating to the production, supply and use of electricity.
- f. Without prejudice to any other provision in this agreement, the Licensee shall not be obligated to accept the exported energy if any of the following circumstances occurs:
- i. for such periods and under such circumstances as the Licensee thinks fit having regard to public safety and private safety;
  - ii. any emergency condition occurs;
  - iii. the System delivers the exported energy which does not conform to the electrical characteristics consistent with prudent utility practices;

- iv. maintenance of the System or the meters;
- v. the disconnection of the System from Licensee's Distribution Network due to the failure of the Prosumer to pay the any amount payable under this agreement; or
- vi. the Prosumer is in breach of the provisions of the Energy Act or the Energy (Net-Metering) Regulations or any statutory modification or re-enactment thereof or any other statutory provision relating to the production, supply and use of electricity.

### **3. Safety:**

- a. The equipment connected to the Licensee's Distribution System shall be compliant with relevant Kenyan Standards (KEBS) or applicable international standards as the case may be, and the installation of electrical equipment shall comply with the requirements specified by the Authority regarding safety and electricity supply.
- b. The design, installation, maintenance and operation of the System shall be undertaken in a manner conducive to the safety of the System as well as the Licensee's Network.
- c. If, at any time, the Licensee determines that the System is causing or may cause damage to and/or results in the Licensee's other consumers or its assets, the Prosumer shall disconnect the System from the distribution Network upon direction from the Licensee, and shall undertake corrective measures at his own expense prior to re-connection.
- d. The Licensee shall not be responsible for any accident resulting in injury to human beings or animals or damage to property that may occur due to back-feeding from the System when the grid supply is off. The Licensee may disconnect the installation at any time in the event of such exigencies to prevent such accidents.
- e. The Prosumer shall maintain at their own expense the System in good and substantial repair in order to keep it in good an operating condition (subject to fair wear and tear only) including replacement of worn, damaged and lost parts, and shall make good any damage or destruction to the System;
- f. The Prosumer shall not make any alteration to the System and shall not remove any existing component (or components) from the System without the prior written consent of the Licensee unless to comply with any mandatory modifications required by law or any regulatory authority.

### **4. Other Clearances and Approvals:**

- a. The Prosumer shall obtain any statutory approvals and clearances that may be required, such as from the Authority and all other relevant statutory agencies, before connecting the System to the distribution Network.
- b. If the Prosumer is occupying the premises where the System is situated under the terms of a lease, sub-lease or a licence, then the Prosumer shall obtain the prior written consent of the registered proprietor of the premises or any other person as required by the terms of the lease, sub-lease or licence for the installation and commissioning of the System.

### **5. Period of Agreement, and Termination:**

This Agreement shall be for a period for 10 years, but may be terminated prematurely:

- a. By mutual consent; or

- b. By the Prosumer by giving 30 days' notice to the Licensee;
- c. By the Licensee, by giving 30 days' notice, if the Prosumer breaches any terms of this Agreement or the provisions of the Regulations and does not remedy such breach within 30 days, or such other reasonable period as may be provided, of receiving notice of such breach, or for any other valid reason communicated by the Licensee in writing.
- d. Upon the occurrence of an event of default. For purposes of this agreement, an event of default shall occur upon the following:
  - i. the Prosumer is liquidated or wound up or passes a resolution for voluntary winding up (otherwise than for a bona fide reconstruction or amalgamation) or if similar or analogous proceedings are instituted against or taken by that party; or
  - i. the Prosumer shall have a receiver or an administrative receiver appointed in respect of all or any part of their assets or if similar or analogous proceedings are instituted against the assets of that party; or
  - ii. the Prosumer enters into an arrangement for the benefit of their creditors; or
  - iii. the Prosumer stops commits an act of insolvency; or
  - iv. the Prosumer dies; or
  - v. any warranty, representation or covenant made by the Prosumer in this agreement is false or inaccurate in any material respect; or
  - vi. the electricity supply contract by the Licensee is terminated; or
  - vii. the Prosumer vacates the premises and is no longer in control or possession of the premises.

#### **6. Access and Disconnection:**

- a. The Prosumer shall provide access to the Licensee to the metering equipment and disconnecting devices of the System, both automatic and manual.
- b. If, in an emergent or outage situation, the Licensee cannot access the disconnecting devices of the System, both automatic and manual, it may disconnect power supply to the premises.
- c. Upon termination of this Agreement under Clause 5, the Prosumer shall disconnect the System forthwith from the Network of the Licensee.

#### **7. Warranties and representations**

The Prosumer warrants and represents that:

- a. the System shall substantially conform to its specification (as made available by the Licensee), be of satisfactory quality and fit for purpose and the System's generation capacity shall not exceed 1MW; and
- b. they are in possession and control of the premises where the System is situate.

#### **8. Liabilities:**

- a. The Parties shall indemnify each other for damages or adverse effects of either Party's negligence or misconduct during the installation of the System, connectivity with the distribution Network and operation of the System.
- b. The Parties shall not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or goodwill, or for indirect, consequential, incidental or special damages including, but not limited to, punitive or exemplary damages, whether any of these liabilities, losses or damages arise in contract, or otherwise.

#### **9. Commercial Settlement:**

- a. The commercial settlements under this Agreement shall be in accordance with the relevant provisions in the Regulations.
- b. The Licensee shall not be liable to compensate the Prosumer if his System is unable to inject surplus power generated into the Licensee's Network on account of failure of power supply in the grid/Network.
- c. The existing metering System, if not in accordance with the Regulations, shall be replaced as per the requirements in the Regulations..
- d. The uni-directional and bi-directional or pair of meters shall be fixed in separate meter boxes in the same proximity.
- e. The Licensee shall issue monthly electricity bill for the net metered energy on the scheduled date of meter reading. If the exported energy exceeds the imported energy, the Licensee shall show the net energy exported as credited Units of electricity as specified in the Regulations. If the exported energy is less than the imported energy, the Prosumer shall pay the Licensee for the net energy imported at the prevailing tariff approved by Authority for the prosumer category to which he belongs.

#### **10. Connection Costs:**

The Prosumer shall bear all costs related to the setting up of the System and as guided by the Regulations.

#### **11. Dispute Resolution:**

- a. Any dispute arising under this Agreement shall be resolved promptly, in good faith and in an equitable manner by both Parties.
- b. The aggrieved party shall have recourse to the Authority as per the provisions of the Regulations.

#### **12. Service of notices**

- a. All notices to be given in terms of this agreement will be given in writing and will be delivered by hand or registered post to their postal address in first page of this agreement.
- b. if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- c. If sent by registered post, be presumed to have been received five (5) days after posting.
- d. Notwithstanding the above, any notice given in writing, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

#### **13. General Provisions**

- a. Waiver:  
No failure or delay to exercise any power, right or remedy by either party shall operate as a waiver of that right, power or remedy and no single or partial exercise

by that party of any right, power or remedy shall preclude its further exercise or the exercise of any other right, power or remedy.

- b. Variations to be in Writing:**  
No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of the agreement will be of any force or effect unless in writing and signed by the parties.
- c. Severability of provisions:**  
Each of the provisions of the agreement is severable and distinct from the others and, if at any time one or more of these provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- d. Taxes:**  
The Prosumer shall be responsible for all present and future taxes, duties, levies and other similar charges including any related interest and penalties, however designated, arising out or imposed by law in connection with the operation of the System.

**Sign. ....**  
**for and on behalf of Prosumer**

**Sign.....**  
**for and on behalf of Licensee**

**Witness 1: .....**

**Witness 1: .....**

**Witness 2: .....**

**Witness 2: .....**

**THIRD SCHEDULE (r. 11(2))**  
**REGISTER OF NET METERED CONSUMERS**

**Approved**

No.	Prosumer	Location	Feeder	Date of Commissioning	Capacity	Technology	Comments
1							
2							

**Rejected**

No.	Prosumer	Location	Feeder	Capacity	Technology	Reason for Rejection
1.						
2.						

**FOURTH SCHEDULE (r. 11(1))**  
**ANNUAL REPORT TO THE AUTHORITY**

The annual report to the Authority shall include the following:

- (a) Net-metered Prosumer names;
- (b) The total number of net metered Prosumer systems, by resource type;
- (c) The individual and total rated generating capacities of Net-metering Systems, by resource type;
- (d) The individual and total annual number of kWh received from Prosumers;
- (e) The regional distribution of the Prosumers;
- (f) Records of Prosumers historical energy consumption for a period of one (1) year prior to the date of installation of the Net-Metering System; and
- (g) Major incidences relating to the introduction of the Net-metering System on the grid within the area of supply.