

New interconnection and connection contract model: structural changes enabling new schemes in the power sector

On March 17, 2026, the “Resolution whereby the National Energy Commission issues the Model Agreement for interconnection, connection or both, to the National Transmission Grid or the General Distribution Networks for Power Plants, Electric Energy Storage Systems and Load Centers” (the “**Model Contract**”) was published in the Official Gazette of the Federation (*Diario Oficial de la Federación* or “**DOF**”), issued by the National Electricity Commission (*Comisión Nacional de Electricidad* or “**CNE**”).¹

The following is an executive summary of the Model Contract highlighting the most relevant aspects and implications for participants in the electricity sector.

1. Duality Framework for Interconnection and Connection

The Model Contract introduces a significant structural change to the interconnection and connection regime to the National Electric System (Sistema Eléctrico Nacional or “**SEN**”), by replacing the previous framework based on differentiated contractual instruments for Power Plants and Load Centers with a unified and comprehensive model that regulates, in a single instrument, interconnection, connection, or both.

This change expands the scope of the Model Contract, which is no longer limited to the injection or withdrawal of electrical energy, to comprehensively cover all possible interactions with the SEN, including energy storage. Likewise, new subjects and operational configurations (particularly storage and hybrid schemes) that were not contemplated in previous contractual models are incorporated.

2. Inclusion of Electrical Energy Storage Systems

The Model Contract expands its scope by expressly incorporating Battery Energy Storage Systems (*Sistemas de Almacenamiento de Energía Eléctrica* or “**SAEE**”) as subjects entitled to request interconnection, connection of the BESS to the SEN. With this, the Model Contract introduces a significant change by integrating SAEE directly into the applicable contractual framework, eliminating the need to resort to instruments that did not address their technical and operational nature.

3. Comparative Table of Previous and Current Models

The following table summarizes the main changes of the Model Contract compared to the prior interconnection and connection contract models:

¹ Capitalized terms used in this document and not expressly defined herein shall have the meaning attributed to them in the Model Contract.

Clause	Prior Interconnection Contract	Prior Connection Contract	New Model Contract
Purpose of the Contract (Clause One)	Physical interconnection of Power Plant to RNT/RGD ² . Capacity in MW and voltage in kV.	Physical connection of Load Center. Includes installed load, maximum demand, and voltage.	[MODIFIED] Unifies purpose: "Ensure the construction of required infrastructure" and maintain physical interconnection/connection. Includes location and specific interconnection/connection point.
Storage Systems	Not contemplated.	Not contemplated.	[NEW] Expressly includes Battery Energy Storage Systems.
Contract Modification (Clause Four)	Written addenda that do not alter the model's structure. Any change to the model requires CRE approval.	Identical to Interconnection Contract.	[MODIFIED] Modification is permitted without prior approval from CNE/CENACE when it does not involve a Technical Modification, changes to the model, or modification of permits.
Metering System (Clause Eleven)	Equipment installed by Transmission Provider/Distributor at the Applicant's expense. Contribution pursuant to <i>DACGMA</i> . ³	Identical to Interconnection Contract.	[MODIFIED] Additional references to the Metering Manual for Settlements and the ICT Requirements Manual. [NEW] The Metering System must be granted under a comodato to the Transmission Provider/Distributor.
Extensions (Clause Twelve)	Requires modification of the CRE permit and expansion of guarantees.	Requires authorization from CENACE or the Distributor.	[MODIFIED] For extensions exceeding 6 months, modification of the permit (CNE) or extension from CENACE is required. [NEW] Obligation of the Transmission Provider/Distributor to inform of delays within its purview regarding the construction work plan. The Applicant may notify CNE and CENACE of such delays for coordination and corresponding adjustments.

² National Transmission Grid (RNT) or the General Distribution Networks (RGD).

³ General Administrative Provisions on Contributions (*Disposiciones Administrativas de Carácter General en Materia de Aportaciones*)

Clause	Prior Interconnection Contract	Prior Connection Contract	New Model Contract
Force Majeure (Clause Nineteen)	Broad definition. Illustrative list of scenarios. List of exclusions (negligence, foreseeable events, financial changes, exchange rate parity, late deliveries, material deficiencies).	Similar to Interconnection Contract.	<p>[NEW]</p> <p>The following scenario is added as a case of Force Majeure: “operational conditions in the SEN that prevent activities to preserve Reliability and Security.”</p> <p>[NEW]</p> <p>Exclusion added: “increase in the price or costs of materials/equipment/fuels.”</p>
Liquidated Damages (Clause Twenty-Six)	<p>Applicant's default: execution of CENACE guarantees.</p> <p>Transmission Provider/Distributor default: maximum penalty of 10% of construction costs (2% per day of delay).</p>	Similar to Interconnection Contract.	<p>[ELIMINATED]</p> <p>The 10%/2% daily liquidated damages penalty for Transmission Provider/Distributor default is eliminated.</p> <p>[NEW]</p> <p>Liquidated damages for failure to allow inspection of Metering Systems shall correspond to the monthly payment of a fee established in accordance with the general administrative provisions regarding the Public Service of Electricity Transmission and Distribution (<i>Servicio Público de Transmisión y Distribución de Energía Eléctrica</i>).</p>
Use of Electronic Means	Not contemplated.	Not contemplated.	<p>[NEW]</p> <p>Express acceptance of the use of electronic means and <i>Firma Electrónica Avanzada</i> (Advanced Electronic Signature) is included.</p>

4. Transitory Provisions

The Model Contract enters into force on the business day following its publication in the DOF. Likewise, the interconnection and connection contract models issued between 2015 and 2016, as well as their respective clarifications, are abrogated.

At Von Wobeser y Sierra we remain at your disposal to advise on the analysis and implementation of the new interconnection and connection framework. Should you require further information, please do not hesitate to contact our partners and associates specializing in this area.

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