



Report on “public consultation on the Terms and Conditions Outage Planning Agent (T&C OPA) and Terms and Conditions Scheduling Agent (T&C SA)”

Public Consultation held between 16/09/2019 – 16/10/2019

12/11/2020

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INTRODUCTION

The aim of the consultation of the Terms and Conditions Outage Planning Agent (T&C OPA) and the Terms and Conditions Scheduling Agent (T&C SA) was to receive feedback of the stakeholders on these documents. The consultation was launched on the 16th of September 2019 and ended on the 16th of October 2019. The consulted documents can be found on the website of Elia.

These documents reflect the current “as-is” situation and should be viewed as a first step of a transitional period that ends with the introduction of the new design elements as proposed by Elia in the framework of the iCAROS project.

Elia has presented these documents to stakeholders during a workshop 25th of September 2019.

Elia has received feedback during this workshop. The minutes of this workshop are added in chapter 3.

Elia has received individual feedback on the documents from the following stakeholders:

- BOP (Belgian Offshore Platform)
- Febeg
- Febeliec
- Statkraft

This consultation report consolidates the received feedback of the stakeholders. Most of the received inputs are requests for clarification or require small adaptations to the documents.

1. Remarks on the T&C OPA

In this chapter, the feedback of the stakeholders and the answers of Elia for each remark of the T&C OPA.

These answers also cover all remarks received in the dedicated Workshop of 25 September 2019 related to T&C OPA (see chapter 3).

1.1. Remarks on the Body T&C OPA

Number	Stakeholder	Article	Feedback Stakeholder	Answer of Elia
1.	Belgian Offshore Platform	Whereas (23)	Recital (23) does not seem to 100% reflect what is included in Art. 252 of the FGC: art. 252 states that interruptions / decrease should be communicated, not “that the OPA of an offshore wind park should amend its availability plan including the max available power due to a forecasted or ongoing storm event. Please rephrase to following (or similar) wording: <i>“pursuant to article 252 and 253 of the Federal Grid Code, the OPA of an OWP should communicate any complete or partial disruption or decrease of electricity production of an OWP as soon as possible to the TSO [...]”</i> .	Article 252 of the Federal Grid Code is translated to the information that is provided by the OPA being the availability status through the amendments of the Availability Plan and max available power by modification of Pmax Available. As such the T&C is modified to correctly reflect these 2 terms used in OPA Contract. Furthermore offshore wind park was replaced by the defined term "Offshore Power Park Module", given the latter is defined in the Contract.
2.	Febeg	Whereas (21)	It is stated that the T&C OPA should foresee modalities regarding the testing phase but this is extremely limited and limiting. We propose to allow for coordination with TSO in case different kinds of tests are required.	The wording of the Whereas(21) is reviewed as requested given it was not the intention to limit the modalities to a unidirectional exchange but indeed to allow all bidirectional communication between Elia and the OPA needed in the framework of a testing phase.
3.	Febeg	Whereas (22) & (27)	"Also in this document open for consultation there appears to be some unclarity about how to deal with inconsistencies between the OPA and SA information. Whereas 22 indicates that in case of inconsistencies Elia can impose information on either role whereas 27 the exact same is described but adding that the OPA information shall prevail.	Elia agrees to clarify the hierarchy of data. As such the Whereas (22) and the Whereas (27) were amended to make it clear that the data of the OPA shall prevail. However Elia has the right pursuant to article 112 of SOGL and article 253 of the Federal Grid Code to refuse information, to request an amendment or to adapt the information themselves if Elia notice incoherencies. However, Elia agrees that this is not business as usual and it should only be done in exceptional circumstances and in the presence of pertinent and demonstrable information. As such the translation of the rights described in article 253 of the Federal Grid Code was

Number	Stakeholder	Article	Feedback Stakeholder	Answer of Elia
			In any case the owner of the technical unit remains liable even when delegating the roles to our understanding and as presented during the workshops."	amended in the T&C OPA, more specific in the Whereas (22) and in the Whereas (27) , to clarify the situations when Elia would consider the information as invalid and what would be the procedure in this case.
4.	Febeg	Art 3 (1) (d)	Similar to SA documentation presented in this consultation we could question if the reasoning in Art 3 stands that no market mechanism is required to ensure network security and stability. This particular interpretation of SOGL 4(2)d is at least questionable.	Elia strives to facilitate the implementation of market based mechanisms as much as possible but as coordinated with DSOs and SGUs in the framework of these T&C OPA it was agreed with DSOs and SGUs to apply a pragmatic approach and to maintain the as is situation as described in the CIPU contract. But the Article was amended in order to eliminate the possible interpretation that in the future no new market based mechanism will be desirable or required.
5.	Febeg	General	It should also be clarified that the party that signs the proposed OPA contract will not be automatically bound by the future T&C OPA, but has the right not to continue to fulfil the role of OPÄ when the regulatory framework changes.	Article 1(5) states that as long Whereas (10) applies -the roles and responsibilities of the OPA for are taken on by the Balance Responsible Party (BRP) "and the BRP as specified in Whereas (10) of the Technical Unit remains the same party" (the latter was added) no new OPA Contract needs to be signed. Hence as soon as Whereas (10) is no longer applicable but Whereas (9) applies - the roles and responsibilities of the OPA are taken on by the owner of the Technical Unit or he shall appoint a third party. This new OPA needs to sign the OPA Contract. Furthermore, Article 1(5) also states that the modalities for termination as specified in the OPA Contract of a particular OPA do also apply. A similar modification is also done in Article 1 (5) of T&C SA given it contains a similar sentence.
6.	Febeliec	General	As a general point, Febeliec would like Elia to clarify the situation for emergency generators, as described in art 2 of the Federal Grid Code. For Febeliec, these should not be subject to these T&C OPA.	Elia has added a Whereas (28) indicating that emergency generators are exempted if they comply with the conditions set in article 2 § 2 (less than 5 minutes connected to the grid while the grid is in a normal state and not delivering any auxiliary services). However given that in the as-is situation there are emergency generators delivering services in the framework of the CIPU contract a voluntary option was maintained. Given that exemptions and default rules are referred to in Article 1 (2); Article 2(5) and Article 3 (1) (c),

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				the reference to this added Whereas (28) was also included in these Articles. Whereas(28) is also included as reference in Whereas(27) given in this Whereas is indicated that if voluntary opted to sign an OPA Contract in the framework of data consistency also an SA Contract needs to be signed.
7.	Febeliec	General	As a second general point, Febeliec would like Elia to explicitly mention the consultation of and collaboration with the other relevant system operators (such as public of closed distribution grid operators). Febeliec appreciates the efforts done by Elia to facilitate such steps, but would also like to see this included explicitly in the terms and conditions.	As requested in Article 5(1) it is added that each request of Elia for amendments of the T&C will respect Whereas (8). Whereas (8) states "Elia has handled in accordance to article 40(5) of SOGL and article 3 (3) and article 16 of the KORRR and has set in coordination with DSOs and SGUs the applicability and scope of information exchange of these T&C OPA.". Hence, Elia complies with the request to explicitly mention that Elia shall coordinate with DSOs and SGUs.
8.	Febeliec	General	Furthermore, Febeliec wants to state that it has analysed these T&C OPA in light of the current state of discussion in the Elia iCAROS project. Any future (major) evolutions in these discussions with respect to the scope of information exchange will according to Febeliec have to be considered in a new consultation of the stakeholders on these T&C OPA as well as all other related documents, after discussion with the stakeholders in the relevant for a within the Users' Group of Elia.	Article 1(5) already state that any amendment minor or major shall be publicly consulted according to article 244 of the Federal Grid Code and adding pursuant to Whereas (8) stresses that this will be done in coordination with DSOs and SGUs.
9.	Febeliec	General	One of the major elements for Febeliec related to the comment above is related to the scope of technical units that are subject to these T&C OPA, currently defined as those power generation modules that are currently subject to the CIPU contract as well as those that would voluntarily want to exchange information according to these T&C OPA. Except for the latter, which would be on a voluntary basis and with knowledge of all the consequences , the current impact of this version of the T&C OPA would thus be limited and remain at the BRPs that are currently already performing the information exchange on these units towards Elia. Febeliec appreciates that demand facilities are currently considered out of scope of these T&C OPA, as the discussion for these	No clarification or amendment is needed given the feedback confirms an appreciation of the scope of the current T&C OPA.

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			facilities and all the implications is still on-going within the iCAROS project	
10.	Febeliec	General	On the translations of these T&C OPA that are consulted upon in English towards French and Dutch, Febeliec wants to urge Elia to do a very thorough check of these translations, as experiences in the past have shown some concerns on proposed translations (e.g. Federal Grid Code). Febeliec wants to stress that the responsibility for any mistakes in translations is solely the responsibility of Elia and urges CREG to clearly validate the proposed translations.	No amendment is needed, a qualitative translation will be provided by Elia with respect of the best effort principle.
11.	Febeliec	Whereas (9)	Whereas (9) indicates that the owner of a Technical Unit needs to appoint both an OPA and SA, yet whereas (10) indicates that it is the BRP that shall fulfil both roles. Febeliec understands that the latter is the situation for this version of the document, referring to the transition period, but this should then either explicitly be mentioned or whereas (9) should be removed.	Clarification is added explicitly in Whereas (9) that the principle described in this Whereas (9) is not valid during a transitory period.
12.	Febeliec	Whereas (10)	<p>"Whereas (10) indicates that the role of OPA and SA has to be taken up by the BRP responsible for the Access Point. However, in the Federal Grid Code this is defined as the access point to the transmission grid. In case of a production-unit connected to a CDS, this does not necessarily refer to the correct BRP.</p> <p>Elia refers in the document (whereas 10) to the <i>"BRP in charge of the Access Point with which the Technical Unit is connected to the transmission grid or connected to the transmission grid through a CDSO"</i>. Febeliec suggests to modify the wording slightly to "connected to a CDS that is connected to the transmission grid". Moreover, in the context of OPA, this reasoning is not a correct identification of the BRP that should fulfil the OPA obligations for a generation unit in a CDS. It would rather be advisable to state <i>"BRP verantwoordelijk voor de Evenwichtssperimeter waaraan het Injectiepunt is toegewezen met uitzondering van een</i></p>	<p>"Elia confirms that conform art. 201 and 377 of the Federal Grid Code, the BRP who is responsible for the "follow up" ("chargé du suivi/belast met de opvolging") at the Access Point of a PGM is also responsible to ensure the submission of schedules and coordination of the unit during a transitory period.</p> <p>The BRP responsible for the follow up is designated by the access holder in the Access Contract. There is one BRP "responsible for the follow up per Access Point" and per direction even if there are several BRPs per Access Point. The BRP responsible for the follow up is the one who submits the injection-nominations for the PGM and who signs the CIPU contract (or any contract replacing it conform art. 377 for FGC).</p>

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			<p><i>Gedeelde Injectie waar de BRP verantwoordelijk voor de energie-opvolging van de productie-eenheid de rol van OPA zal opnemen”.</i></p>	<p>Several schemes with several BRPs active on an Access Point exist and for each of them the Access Contract precise which BRP is responsible for the follow up of the PGM.</p> <ul style="list-style-type: none"> • situations where there is only one BRP on the Access Point with PGM are covered in Annex 3 of the Access Contract ==> this BRP is the BRP responsible for the follow up and signs the CIPU contract • Situations where there are two BRPs who share a % of the balancing responsibility for a PGM are covered in Annex 3+9 and Annex 14 + 14 bis of the Access Contract. In those case the BRP designated as responsible for the follow up of the Access Point or the follow up of the Access Point of a CDS submits the injection-nominations for the PGM and signs the CIPU contract. • For situations with local production, two schemes exist: <ul style="list-style-type: none"> - One BRP is designated as responsible for the follow up of the injection of the PGM (in annex 3Bis of Access Contract) (and the other BRP for the rest of the site) ==> The BRP designated in annex 3 bis takes over the responsibility to submit injection nominations for the PGM and to sign a CIPU contract - One BRP is responsible for the net offtake of the site and the other BRP for the net injection of the site. This situation is covered in Annex 3ter of the Access contract ==> In this specific the BRP responsible for the net injection takes over the responsibility to submit nominations for the local production unit and to sign the CIPU contract <p>Note those rules already apply today ==> They remain valid during the transitory period and this BRP has to sign the SA/OPA contracts (the contracts replacing the CIPU contract)."</p>

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13.	Febeliec	Whereas (22) & (27)	Febeliec is concerned that while the document indicates a hierarchy of data, with data from OPA being prioritised over data from SA in case of inconsistency, it also stipulates that Elia can modify data for both, which creates an ambiguity that should be resolved.	Elia agrees to clarify the hierarchy of data. As such the Whereas (22) and the Whereas (27) were amended to make it clear that the data of the OPA shall prevail. However Elia has the right pursuant to article 112 of SOGL and article 253 of the Federal Grid Code to refuse information, to request an amendment or to adapt the information themselves if Elia notice incoherencies. However Elia agrees that this is not business as usual and it should only be done in exceptional circumstances and in the presence of pertinent and demonstrable information. As such the translation of the rights described in article 253 of the Federal Grid Code was amended in the T&C OPA, more specific in the Whereas (22) and in the Whereas (27) , to clarify the situations when Elia would consider the information as invalid and what would be the procedure in this case.
14.	Statkraft	Whereas (12)	Notion of Cross Border Relevance to be clarified	Elia has added the following reference in order to clarify cross border relevance: <ul style="list-style-type: none"> 1. the reference to article 3.2 (83) of SOGL 'relevant demand facility' means a demand facility which participate in the outage coordination and the availability status of which influences cross-border operational security. 2. the reference to article 3.2 (88) of SOGL 'relevant power generating module' means a power generating module which participate in the outage coordination and the availability status of which influences cross-border operational security.

1.2. Remarks on the Annex T&C OPA (OPA Contract)

Number	Stakeholder	Article	Feedback Stakeholder	Answer of Elia
1.	Belgian Offshore Platform	General	<p>"Op donderdag 26 september bespraken het BOP en Elia de procedure voor het beheer van storm op zee in detail tijdens een bilateraal overleg. Tijdens deze meeting werden een aantal afspraken gemaakt om wijzigingen aan te brengen aan de procedure ten opzichte van de design nota (versie 18 juli 2019) en het T&C BRP contract met integratie van de procedure voor het beheer van storm op zee zoals geconsulteerd van 16 augustus tot 16 september 2019.</p> <p>Reflectie van de overeengekomen wijzigingen werden nog niet opgenomen in de T&C OPA en T&C SA die voorliggen in deze publieke consultatie."</p>	<p>The bilateral meeting, which BOP refers to, was organized at BOP's request to provide some clarifications and explanations of the offshore integration design to BOP members.</p> <p>The following points were discussed:</p> <ul style="list-style-type: none"> - Definition of the triggers to start the offshore procedure - Clarifications regarding the obligations related to SA/OPA/BRP in the context of the storm mitigation procedure. <p>Following this meeting, Elia took into account some remarks (see comments on Articles II.16.3 and II.16.4) but no content changes in the design note or in the BRP contract were agreed.</p>
2.	Belgian Offshore Platform	Art. II.16.3	<p>II.16.3 Unilaterally adapting its Outage Status and/or Pmax available as soon as a cut-out occurs → It was agreed to not change the availability status, but reduce the Pmax to a minimum of 25%.</p>	<p>Elia wants to nuance that no changes in the contracts were agreed. The general rule stated in the OPA contract mentions that the Outage Status and/or the Pmax available has to be adapted in case of a forecasted or ongoing storm event. These adaptations have to reflect the physical impact of the storm on the production capability of the park as accurately as possible. For example, a reduction by the OPA of the Pmax available to 25% should be done in case the forecasted loss of production is 75% of the Pmax. In case a minimum active power should remain available for technical reason (i.e. voltage control), the Pmax available should be limited to 5 to 10% of the total capacity.</p>
3.	Belgian Offshore Platform	Art. II.16.4	<p>II.16.4 An agreement was made on the details of the comeback procedure (i.e. maximum time for reintroduction and a best effort clause to approve a change of Pmax as fast as possible) and also: impact of late Status change (e.g. referring to art. II.19)</p>	<p>Elia clarified in Art. II.16.4 that changes are to be done via IDPCR, neutralization time applying for IDPCR will be respected.</p>
4.	Febeg	General	<p>"Considering what is indicated in this document, a forecasted storm Event is to be considered as a planned</p>	<p>According to Elia, there are no elements today showing that storms cannot be forecasted by the BRP's based on the analysis performed during the last months and presented</p>

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			<p>outage/planned unavailability as the status needs to be updated.</p> <p>Therefore one may conclude from this that an unforeseen or non-forecasted cut off due to storm or meteorological circumstances should be considered as a unplanned unavailability/forced outage."</p>	during the workshop in June. In consequence, storm events are considered as predictable events.
5.	Febeg	General	<p>"In principle the role of the BRP is cut up and divided over new roles like the 'Scheduling Agent' and the 'Outage Planning Agent'.</p> <p>The BRP contract is a fully developed contract with rules describing responsibilities, emergency situations and force majeure, confidentiality, termination rules, etc. Such arrangements are missing in the T&C 'Outage Planning Agent'.</p> <p>Although the BRP will initially be designated as OPA, the contractual framework is split. This means that, for example, the rules for confidentiality are not applicable for the information the BRP is sending in its role as OPA: the BRP cannot be held liable for this based on the T&C BRP."</p>	All these rules are described in the Part I - General Conditions that was launched under consultation during the same period of this consultation
6.	Febeg	General	<p>"There's also no end date in the proposed contract. Termination rules are also missing. This raises some questions. How can the contract be terminated? What is the procedure when the grid user switches from BRP?</p> <p>It should also be clarified that the party that signs the proposed OPA contract will not be automatically bound by the future T&C OPA, but has the right not to continue to fulfill the role of OPA when the regulatory framework changes."</p>	Termination rules are explained in Art. I.11 of General Conditions, further to that in Art. I.10 of General Conditions refers to termination in case of change of regulatory framework. In addition, Elia added a clarification of the validity period of the contract in Article II.3.2.
7.	Febeg	Art. II.1	"A Technical Unit can be interpreted in different ways regarding the definition which refers to both Production Plant and Production Unit.	A Technical Unit can indeed be a Production Plant and/or a Production Unit, this is done like this because in current operations Production Unit and/or Production Plant data are exchanged depending on the procedure. An evolution to

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			<p>Please note that we would like to streamline the communications over the different timelines for consistency reasons.</p> <p>In order to be able to communicate efficiently, this would require a communication based on Operating mode for Production Plants in order to correctly represent the modalities of the assets."</p>	<p>other way of data exchange, like the proposed operating mode, is out of scope of this public consultation.</p>
8.	Febeg	Art. II.6.4	<p>"For the Listed Procedure this is not clear description for asset which are subject to negotiations with clients. Since the information needs to be communicated this much in advance it is not always clear if the current CIPU/OPA is the best placed.</p> <p>Therefore the Owner of the unit should indicate if he wishes the OPA to communicate its OPA status. "</p>	<p>In current process listed data is to be transmitted by the BRP in the frame of the CIPU Contract. In this version we are transposing current practices. The OPA should fulfil the listed procedure taking into account the best vision and the most recent information from the Grid User.</p>
9.	Febeg	Art. II.7.4	<p>The only modalities regarding the testing phase are to be found in II 7 4 seem to exclude environmental tests, certification tests, safety tests, etc.</p>	<p>Elia eliminated the sentence "i.e. testing the Technical Unit's active-power capability to inject electricity", which set the limitation; no more limitation applies.</p>
10.	Febeg	Art. II.11.3	<p>"Art II.11.3 is applicable to all assets communicated within the OPA procedures.</p> <p>This appears to be conflicting with the central dispatching capabilities of ELIA for the start of offshore wind parks after a forecasted storm event. (see comment on Art II.16.4)</p> <p>There is no mention that the I/D prices can be updated during the intraday procedure via an IDPCR. currently in the CIPU contract, the producer has the right to change the power(MW), status & also the Intraday I/D price per quarter. Can you confirm that this will be the case ?"</p>	<p>I/D prices can be updated in intraday but this is the responsibility of the SA, according to Article II.9.4 of the SA Contract.</p>
11.	Febeg	Art. II.13.4	<p>To which extend does an OPA need to keep Elia informed on the state of progress of a maintenance. Please note that communication on proceedings will be respected, as in line with our remit obligations.</p>	<p>Elia clarified Article II.13.4. In addition, Elia kept this Article as transparency obligations only apply for Technical units larger or equal to 100 MW.</p>

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12.	Febeg	Art. II.14.4	<p>"During the discussions on the design note 'off shore integration', Elia confirmed several times – following questions of stakeholders - that there was no need to put constraints on the cut-in of offshore parks.</p> <p>So, we are very surprised to read that Elia may impose conditions on the cut-in."</p>	Elia does not share FEBEG's vision and confirms that a coordination with and approval of Elia for the restart is needed to avoid a too sudden cut-in of all offshore parks creating a high imbalance. Elia wants to remind that the obligations related to the cut-in phase of the offshore wind parks are based on articles of the FGC.
13.	Febeg	Art. II.15.4	There is no definition of what is a "Significant" Forced outage or limitation or a technical unit. This article seems unnecessary as the request of information is available based on II 13.3	Elia clarified Article II.15.4 by eliminating the word "significant".
14.	Febeg	Art. II.16	The subject is forecasted or ongoing storms. I presume this is forecasted by Elia forecasts as well as confirmed forecasts from the relevant OPA/SA for the Offshore wind park concerned.	Indeed this article covers the storm events detected by Elia as well as those detected by the relevant SA/OPA
15.	Febeg	Art. II.16.4	<p>"This article required a validation to start injecting. This appears to be specifically in case Elia takes over the dispatching of assets within an emergency state.</p> <p>If understood correctly there is no specific limit to inject unless there is congestion applicable according to article II. 11. 3</p> <p>Also here we wish to refer to Article 12 of REGULATION (EU) 2019/943 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 June 2019 on the internal market for electricity (recast)</p> <p>This article clearly indicates the dispatching or power-generating facilities and demand response shall be non-discriminatory, transparent and, unless otherwise provided under paragraphs 2 to 6, market based."</p>	Answer given in the body T&C SA and adapted to this Article "Elia confirms that it shall operate its grid confirm article 12 of the Electricity Regulation. However Article II.16.4 is not in violation of this article given it also includes a paragraph 7 stating " Priority dispatch shall not endanger the secure operation of the electricity system, shall not be used as a justification for curtailment of cross-zonal capacities beyond what is provided for in Article 16 and shall be based on transparent and non-discriminatory criteria." Article II.16.4 is introduced in order to safeguard secure operation of the electricity system in case of a forecasted or on-going storm event. "
16.	Febeg	Art. II.17.5	Art II 17 5 a price offer can be indicative in good faith if it needs to be provided within 10 days as some maintenances	Elia replaced "price offer" by "price estimate".

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			require detailed analysis and offers from a multitude of subcontractors	
17.	Febeg	Art. II.17.6	Please note that providing confidential internal information requires a clear framework where this can be requested	The appointment of an expert is a last resort mean in case of disagreement between Elia and the OPA. It is only in such a case that the expert may request access to confidential data relevant to settle the disagreement.
18.	Febeg	Art. II.20.2 & II.22.1	If Elia remunerate the OPA for a stand-by-Reserved (SR) and/or Ready to run reserved (RRR) in Week-1, on day D-1 or on day D and the OPA cannot implement the change due to forced outage. The OPA shall reimburse Elia for the same amount. It should be open to negotiation, no...?	Elia does not see the purpose of a negotiation here. If one of the parties does not fulfil his part of the agreement, the amount is reimbursed to the other party. This provision is valid for both parties.
19.	Febeliec	General	On the contract itself, Febeliec regrets that Part I (General Conditions) is lacking, as this makes it very difficult to get a full grasp on the scope of this contract. These General Conditions are subject of a separate public consultation, but the final General Conditions resulting from that consultation are not yet known. Febeliec refers to its preliminary comments to that consultation. In any case, Febeliec reserves itself the right to come back on this contract and its content once the final General Conditions will be known.	General Conditions has been put under consultation exactly during the same period of current consultation, therefore full picture to grasp contract was available.
20.	Febeliec	General	On the definitions, Febeliec would propose not to use an exhaustive list of electrical zones (which would imply updating these rules as well as all other regulatory documents where this definition is used in case of modification) but rather refer to a methodology for defining these zones.	For the definition of Electrical Zone, Elia now refers to the Rules for Coordination and Congestion Management. The definition is adapted accordingly.
21.	Febeliec	General	On the remuneration described in the contract, Febeliec strongly supports the criteria for the acceptability of costs, more precisely reasonable, demonstrable and directly related to the request, in order to limit the cost of the system.	Elia acknowledges the support of Febeliec.
22.	Febeliec	General	Febeliec would also like to draw the attention of Elia to the situation of generation facilities covered by a shared energy responsibility (2 BRPs). In order to cover these cases, Elia	"Elia confirms that conform art. 201 and 379 and of the Federal Grid Code, the BRP who is responsible for the "follow up" ("chargé du suivi/belast met de opvolging") at the Access Point of a PGM is also responsible to ensure the

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			should more explicitly indicate which of both BRPs is subject to the specific obligations throughout the document.	<p>submission of schedules and coordination of the unit during a transitory period.</p> <p>The BRP responsible for the follow up is designated by the access holder in the Access Contract. There is one BRP "responsible for the follow up per Access Point" and per direction even if there are several BRPs per Access Point. "</p>
23.	Febeliec	Art. II.5	Febeliec invites Elia to make more clear and explicit (e.g. Art. II.5 or the articles describing the various procedures) which data needs to be delivered throughout each of the procedures (e.g. not only the status but also Pmin and Pmax).	Elia added "technical capabilities" as requested in Article II.5.3 and "Bid Prices" in Article II.5.3 of the SA Contract.
24.	Febeliec	Art. II.10.1 & II.10.4	With respect to for example Art.II.10.1 and Art.II.10.4 , the document seems to contain inconsistencies on the granularity of data (15 min versus hour).	Elia replaced in Art. II.10.4: "for each hour of Week W" by "for Day D". For information, a status is attributed for the whole day while technical capabilities are defined on a quarter-hourly basis.
25.	Febeliec	Art. II.12.2	In Art.II.12.2, Febeliec thinks that "installed capacity" should be revised to "installed generation capacity".	Elia has modified accordingly.
26.	Febeliec	Art. II.12.5	In Art.II.12.5, Febeliec thinks that the "Available" status is omitted and wonders whether this was purposefully done.	Elia has added the status "Available" to the list.
27.	Febeliec	General	As also stated during the workshop, the document does not clearly indicate what has to be done in case a status that was imposed by Elia is impossible to achieve and/or maintain for a generation facility (e.g. Art.II.10.4, what if the Technical Unit is unavailable when Elia imposes Ready-to-Run Reserved)	The agreement on a status is always the result of a negotiation between Elia and the OPA. In consequence, Elia will only accept the non-compliance with the agreed status in case it is due to a Forced Outage, and proof of it is provided by the OPA to Elia. Further to that, reimbursement clauses apply more specific Article II.17 till Article II.22 as well as provisions of the general conditions, more specific Whereas (22) and Whereas (27).
28.	Febeliec		With respect to the Annexes, Febeliec wonders whether annexes 7, 8 and 10 should not rather be part of the BRP or SA contracts instead of OPA.	"Elia has opted to keep all same annexes in both Contracts OPA and SA in order to not disturb the current operations.

Number	Stakeholder	Article	Feedback Stakeholder	Answer of Elia
				Elia has clarified however who is responsible to fill each of the Annexes in Art. II.2"
29.	Statkraft	General	The Terms & Conditions for both Outage Planning and Scheduling Agent have been labelled as a mere update of the current CIPU-Contract with respect to nomenclature and is said to reflect as such an "as is" status. In forthcoming case, this is to be adhered to and consequently no new elements can be introduced. In case new elements are, explicitly or implicitly introduced, this is to be clearly mentioned with a documented rationale.	The T&C OPA and T&C SA reflects the "as is" procedure of the CIPU & CIPU offshore contracts. However, as stated during the workshop of 25/09 and in the explanatory note, one of the novelties for the T&C OPA and T&C SA results from the obligations, related to communication and data exchange in case of storm forecast, stated in the articles 252 and 253 of the FGC.
30.	Statkraft	General	Both Terms & Conditions specify that OPA and SA will be appointed; it needs to be clarified that consent of the respective parties terminating their obligations as OPA and SA. Finally, no duration is specified although the general conditions refer to their Part II in this respect, which we take refer to the different sets of Terms & Conditions, including these of OPA and SA. With respect to liabilities, design notes have always specified Grid User to remain liable, this needs to be reflected unambiguously.	Termination rules are explained in Art. I.11 of General Conditions, further to that in Art. I.10 of General Conditions refers to termination in case of change of regulatory framework. In addition, Elia added a clarification of the validity period of the contract in Article II.3.2.
31.	Statkraft	General	The specifications in both Terms & Conditions with respect to the communication of storm risk are subject to interpretation (regularly, as soon as, ...) and put an undue burden on the OPA and SA.	Statkraft refers to Article II.16 ("Communication of storm risk") of the T&C OPA. This article is based on the Article 245 of the FGC. Elia wants to remind that in the initial version of the FGC (2002 and Elia's proposal in 2018) this article 245 provided a deadline of a few minutes for communication of FO. This timing was removed at stakeholders request. Elia wants to allow some flexibility regarding those timings for the first version of the contract. These specifications could still evolve after return of experience of storm events and discussion with stakeholders and the CREG.
32.	Statkraft	General	Despite the thorough work performed to come to both documents, unclarities remain. After consultation with the relevant services of Elia these items remain outstanding (incorrect references, uncertainty regarding applicability of	Elia thanks Statkraft for the detailed feedback during several exchanges. Elia has made a thorough revision and corrected ambiguities.

Number	Stakeholder	Article	Feedback Stakeholder	Answer of Elia
			certain provisions, background and intent of certain provisions etc). Both documents are to be void of any ambiguities, to be updated and to be consulted upon again.	
33.	Statkraft	Art. II.12.1	Article II.12.1: According to Article II.12.6 this is not applicable to Offshore Power Park modules: we fail to see the rational for this.	Elia has corrected accordingly; Article II.12.1 applies.
34.	Statkraft	Art. II.12.2	Article II.12.2: Relevance (or not) for the MOG to be clarified	The MOG is a network element. Consequently, the OPA Contract does not apply on the MOG but well on windparks connected to it.
35.	Statkraft	Art. II.15.2	Article II.15.2: different wording versus current CIPU-contract and as such not respecting the "reflecting as is" approach. UMM's communicated to any transparency platform are to be sufficient.	Today the processes regarding transparency and operational security are separate processes as such in the current processes an UMM as well as an IDPCR needs to be send. As such Elia has modified Article II.15.2.
36.	Statkraft	Art. II.20.3	Article II.20.3: not be applicable on Offshore Power Park Modules as status MNR is not applicable	Elia has modified accordingly.
37.	Statkraft	Art. II.22	Article II.22: not to be applicable for Offshore Power Park Modules	Elia has modified accordingly. To this purpose Article II.22.2 is added.

2. Remarks on the T&C SA

In this chapter, the feedback of the stakeholders and the answers of Elia for each remark of the T&C SA.

These answers also cover all remarks received in the dedicated Workshop of 25 September 2019 related to T&C SA (see chapter 3).

2.1. Remarks on the Body T&C SA

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
1	Belgian Offshore Platform	Whereas (20)	<p>"Recital (20) does not seem to 100% reflect what is included in Art. 252 of the FGC: art. 252 states that interruptions / decrease should be communicated, not "that the OPA of an offshore wind park should amend its availability plan including the max available power due to a forecasted or ongoing storm event. Please rephrase to following (or similar) wording:</p> <p><i>"pursuant to article 252 and 253 of the Federal Grid Code, the OPA of an OWP should communicate any complete or partial disruption or decrease of electricity production of an OWP as soon as possible to the TSO [...]"</i></p>	<p>Although the comment of BOP mentions "OPA", the comment was formulated in the section regarding T&C SA. As such also the whereas (20) of T&C SA was reviewed (the review of Whereas (20) of T&C OPA can be found in the section Remarks on the Body T&C OPA). It was clarified that the coordination with and approval of Elia for the restart is only needed in the framework of a forecasted or ongoing storm event. Furthermore offshore wind park was replaced by the defined term "Offshore Power Park Module ", given the latter is defined in the Contract.</p>
2	Belgian Offshore Platform	Art. 1 (5)	Art. 1 (5): something has gone wrong with the second to last sentence?	<p>After review of the sentence in Article 1 (5), it was restructured in order to improve the readability. Given a similar sentence is also in Article 1 (5) of T&C OPA this phrase was also restructured in T&C OPA.</p>
3	Belgian Offshore Platform	Art. 3 (c)	Art. 3 (c) which Recital is this referring to?	<p>In Article 3 (c) is referred to the Whereas granting exemptions or introducing default rules to PGMs, ESDs and demand facilities in order to maintain the current as-is situation of data exchange in the framework of the CIPU contract and thus respecting the pragmatic approach proposed by Elia and confirmed by DSOs and SGU. However, Elia noted that the reference was lost in the T&C OPA when transforming</p>

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
				the document to a PDF file and as such this was corrected in T&C OPA.
4	Belgian Offshore Platform	Art. 3 (f)	Art. 3 (f): which Recital is this referring to?	In Article 3 (c) is referred to the Whereas setting the rules for PGMs and ESDs connected to DSOs this was specified after consulting DSOs and SGU. However, Elia noted that the reference was lost in the T&C OPA when transforming the document to a PDF file and as such this was corrected in T&C OPA.
5	Febeg	General	<p>"We would like to indicate that this document is rather chaotic considering the multitude of references towards other documentation as well as within the documentation which is detriment to the clarity of the information.</p> <p>It could even be questioned if this documentation has the purpose to clarify or confuse the market participant."</p>	Elia confirms that the document contains a lot of references but these were introduced in line with the general guidelines for drafting T&Cs.
6	Febeg	Whereas (19), (20) , (24)	<p>"In the preceding Icaros workshops it has always been communicated the Gird user has the role as coordinator and has the sole liability for the consistency of the information provided by the SA and OPA.</p> <p>Within this documentation it appears no longer to be clearly and unambiguously described as such and an 'alignment' between the SA and OPA is expected in case inconsistencies are found.</p> <p>In the same document in Whereas (24) it is indicated that the owner of the Technical unit who should ensure the coherence of the information provided (PGC Art 253).</p> <p>We therefor invite you for an explanation why the presented principles are not respected and wish to see if the consequences have been clearly investigated.</p> <p>An inconsistency is identified resulting from article 253§2 of the Federal Grid Code, where it is stated at the same time that (i) that the grid user is responsible for monitoring that accurate info is provided and (ii) that Elia can modify the information</p>	Elia agrees to clarify the hierarchy of data. As such the Whereas (19) and the Whereas (24) were amended to make it clear that the data of the OPA shall prevail. However Elia has the right pursuant to article 112 of SOGL and article 253 of the Federal Grid Code to refuse information, to request an amendment or to adapt the information themselves if Elia notice incoherencies. However, Elia agrees that this is not business as usual and it should only be done in exceptional circumstances and in the presence of pertinent and demonstrable information. As such the translation of the rights described in article 253 of the Federal Grid Code was amended in the T&C SA, more specific in the Whereas (19) and in the Whereas (24), to clarify the situations when Elia would consider the information as invalid and what would be the procedure in this case.

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
			<p>provided in case of inconsistencies of the info provided by the several actors. Given the impact of a modification we believe that any such modification should always be duly motivated by phone and confirmed in writing within X days from the incident by the TSO to the market participant.</p> <p>Note that 'whereas (24)' however seems to contain a plain contradiction where it is stated at the same time that in case of inconsistencies between the SA and OPA information (i) the OPA info shall prevail and (ii) Elia shall modify the info.</p> <p>Additionally, we discover that Elia can impose or modify the information in case of inconsistencies without any information. Without more clarification, this appears a procedure more adept to an emergency state.</p>	
	Febeg	Whereas (19), (20) , (24)	<p>"Considering that a SA of an offshore wind park is not free to inject the renewable energy when available appears to be the implementation of a central dispatching system for these set of assets.</p> <p>We therefor wish to refer to Article 12 of REGULATION (EU) 2019/943 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 5 June 2019 on the internal market for electricity (recast)</p> <p>https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32019R0943&from=EN</p> <p>This article clearly indicates the dispatching or power-generating facilities and demand response shall be non-discriminatory, transparent and, unless otherwise provided under paragraphs 2 to 6, market based."</p>	<p>Elia confirms that it shall operate its grid confirm article 12 of the Electricity Regulation. However Whereas (20) is not in violation of this article given it also includes a paragraph 7 stating " Priority dispatch shall not endanger the secure operation of the electricity system, shall not be used as a justification for curtailment of cross-zonal capacities beyond what is provided for in Article 16 and shall be based on transparent and non-discriminatory criteria." Whereas (20) is introduced in order to safeguard secure operation of the electricity system in case of a forecasted or on-going storm event.</p>
7	Febeg	Art. 3 (d)	<p>"Art 3 (d) indicates that this implementation avoids the introduction of new mechanisms, as such no new market based mechanisms are introduced.</p>	<p>Elia strives to facilitate the implementation of market based mechanisms as much as possible but as coordinated with DSOs and SGUs in the framework of these T&C SA it was agreed with DSOs and SGUs to apply a pragmatic approach and to maintain the as-is situation as described in the CIPU contract. But the Article was amended in order to eliminate</p>

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
			<p>The current mechanisms ensure network security and stability and as such the SA contract is pursuant to article 4(2)(d) of the SOGL.</p> <p>This appears to me as an incoherent way of looking at the SOGL. And there for one could be inclined to state that the current mechanism is not necessarily better as a full market based mechanism.</p> <p>On top of that it is also unclear if the current mechanism ensures network stability and security if they consider balancing reserves for congestion management without reserve restauration.</p> <p>Therefor we invite you to consider that stating that the current mechanism is ensuring grid stability and security, does not necessarily imply that no market based mechanism is desirable or required from an SOGL point of view."</p>	<p>the possible interpretation that in the future no new market based mechanism will be desirable or required.</p>
8	Febeliec	General	<p>As a general point, Febeliec would like Elia to clarify the situation for emergency generators, as described in art 2 of the Federal Grid Code. For Febeliec, these should not be subject to these T&C SA.</p>	<p>Elia has added a Whereas (25) indicating that emergency generators are exempted if they comply with the conditions set in article 2 § 2 (less than 5 minutes connected to the grid while the grid is in a normal state and not delivering any auxiliary services). However given that in the as-is situation there are emergency generators delivering services in the framework of the CIPU contract a voluntary option was maintained. Given that exemptions and default rules are referred to in Article 1 (2); Article 2(5) and Article 3 (1) (c), the reference to this added Whereas (25) was also included in these Articles. Whereas(25) is also included as reference in Whereas(24) given in this Whereas is indicated that if voluntary opted to sign an SA Contract in the framework of data consistency also an OPA Contract needs to be signed.</p>
9	Febeliec	General	<p>As a second general point, Febeliec would like Elia to explicitly mention the consultation of and collaboration with the other relevant system operators (such as public of closed distribution grid operators). Febeliec appreciates the efforts</p>	<p>As requested in Article 5(1) it is added that each request of Elia for amendments will respect Whereas (8). Whereas (8) states " Elia has handled in accordance to article 40(5) of SOGL and article 3 (3) and article 16 of the KORRR and has set in coordination with DSOs and SGUs the applicability and scope of information exchange of these T&C OPA."</p>

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
			done by Elia to facilitate such steps, but would also like to see this included explicitly in the terms and conditions.	Hence, Elia complies with the request to explicitly mention that Elia shall coordinate with DSOs and SGUs.
10	Febeliec	General	Furthermore, Febeliec wants to state that it has analysed these T&C SA in light of the current state of discussion in the Elia iCAROS project. Any future (major) evolutions in these discussions with respect to the scope of information exchange will according to Febeliec have to be considered in a new consultation of the stakeholders on these T&C SA as well as all other related documents, after discussion with the stakeholders in the relevant for a within the Users' Group of Elia.	Article 1(5) already state that any amendment minor or major shall be publicly consulted according to article 244 of the Federal Grid Code and adding pursuant to Whereas (8) stresses that this will be done in coordination with DSOs and SGUs.
11	Febeliec	General	One of the major elements for Febeliec related to the comment above is related to the scope of technical units that are subject to these T&C SA, currently defined as those power generation modules that are currently subject to the CIPU contract as well as those that would voluntarily want to exchange information according to these T&C OPA. Except for the latter, which would be on a voluntary basis and with knowledge of all the consequences, the current impact of this version of the T&C SA would thus be limited and remain at the BRPs that are currently already performing the information exchange on these units towards Elia. Febeliec however remains with questions with respect to the impact for demand facilities delivering demand response services and to which these are subject to these T&C. Febeliec would strongly urge Elia to make clear how these units are impacted (e.g. in case of delivering services in the balancing market or strategic reserve) and to what extent these facilities would have new or modified obligations to comply with.	Given that the question goes beyond the scope of the current version of the T&C OPA and T&C SA which does reflect the as is situation and not yet the implementation of the iCAROS design elements, an amendment of the current T&Cs can not resolve the request for clarification of Febeliec. However, Elia would like to clarify that in phase 2 of the implementation of the iCAROS design, demand facilities will have the possibility to offer redispatch flexibility on a voluntary basis. If a demand facility would opt for this, then article 246 §2 of the FTR foresees that Elia can request the necessary information from the participating demand facilities to control and settle redispatch activations as such in the T&C OPA and T&C SA that are valid for this phase 2 the requirements will be described and these will be publicly consulted before submission towards the relevant regulatory authority.
12	Febeliec	General	On the translations of these T&C SA that are consulted upon in English towards French and Dutch, Febeliec wants to urge Elia to do a very thorough check of these translations, as experiences in the past have shown some concerns on proposed translations (e.g. Federal Grid Code). Febeliec wants to stress that the responsibility for any mistakes in	No amendment is needed, qualitative translation will be provided by Elia with respect of the best effort principle.

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
			translations is solely the responsibility of Elia and urges CREG to clearly validate the proposed translations.	
13	Febeliec	Whereas (9)	Whereas (9) indicates that the owner of a Technical Unit needs to appoint both an OPA and SA, yet whereas (10) indicates that it is the BRP that shall fulfil both roles. Febeliec understands that the latter is the situation for this version of the document, referring to the transition period, but this should then either explicitly be mentioned or whereas (9) should be removed.	Clarification is added explicitly in Whereas (9) that the principle described in this Whereas is not valid during a transitory period.
14	Febeliec	Whereas (10)	<p>"Whereas (10) indicates that the role of OPA and SA has to be taken up by the BRP responsible for the Access Point. However, in the Federal Grid Code this is defined as the access point to the transmission grid. In case of a production-unit connected to a CDS, this does not necessarily refer to the correct BRP.</p> <p>Elia refers in the document (whereas 10) to the "<i>BRP in charge of the Access Point with which the Technical Unit is connected to the transmission grid or connected to the transmission grid through a CDSO</i>". Febeliec suggests to modify the wording slightly to "<i>connected to a CDS that is connected to the transmission grid</i>".</p>	<p>"Elia confirms that conform art. 201 and 377 and of the Federal Grid Code, the BRP who is responsible for the "follow up" ("chargé du suivi/belast met de opvolging") at the Access Point of a PGM is also responsible to ensure the submission of schedules and coordination of the unit during a transitory period.</p> <p>The BRP responsible for the follow up is designated by the access holder in the Access Contract. There is one BRP "responsible for the follow up per Access Point" and per direction even if there are several BRPs per Access Point. The BRP responsible for the follow up is the one who submits the injection-nominations for the PGM and who signs the CIPU contract (or any contract replacing it conform art. 377 for FGC).</p> <p>Several schemes with several BRPs active on an Access Point exist and for each of them the Access Contract precise which BRP is responsible for the follow up of the PGM.</p> <ul style="list-style-type: none"> • situations where there is only one BRP on the Access Point with PGM are covered in Annex 3 of the Access Contract ==> this BRP is the BRP responsible for the follow up and signs the CIPU contract • Situations where there are two BRPs who share a % of the balancing responsibility for a PGM are covered in Annex 3+9 and Annex 14 + 14 bis of the Access Contract. In those case the BRP designated as responsible for the follow up of

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
				<p>the Access Point or the follow up of the Access Point of a CDS submits the injection-nominations for the PGM and signs the CIPU contract.</p> <ul style="list-style-type: none"> • For situations with local production, two schemes exist: <ul style="list-style-type: none"> - One BRP is designated as responsible for the follow up of the injection of the PGM (in annex 3Bis of Access Contract) (and the other BRP for the rest of the site) ==> The BRP designated in annex 3 bis takes over the responsibility to submit injection nominations for the PGM and to sign a CIPU contract - One BRP is responsible for the net offtake of the site and the other BRP for the net injection of the site. This situation is covered in Annex 3ter of the Access contract ==> In this specific the BRP responsible for the net injection takes over the responsibility to submit nominations for the local production unit and to sign the CIPU contract <p>Note those rules already apply today ==> They remain valid during the transitory period and this BRP has to sign the SA/OPA contracts (the contracts replacing the CIPU contract)."</p>
15	Febeliec	Whereas (19) & (24)	Febeliec is concerned that while the document indicates a hierarchy of data, with data from OPA being prioritised over data from SA in case of inconsistency, it also stipulates that Elia can modify data for both, which creates an ambiguity that should be resolved.	Elia agrees to clarify the hierarchy of data. As such the Whereas (19) and the Whereas (24) were amended to make it clear that the data of the OPA shall prevail. However Elia has the right pursuant to article 112 of SOGL and article 253 of the Federal Grid Code to refuse information, to request an amendment or to adapt the information themselves if Elia notice incoherencies. However, Elia agrees that this is not business as usual and it should only be done in exceptional circumstances and in the presence of pertinent and demonstrable information. As such the translation of the rights described in article 253 of the Federal Grid Code was amended in the T&C OPA, more specific in the Whereas (19) and in the Whereas (24), to clarify the situations when

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
				Elia would consider the information as invalid and what would be the procedure in this case.

2.2. Remarks on the Annex T&C SA (SA Contract)

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
1.	Belgian Offshore Platform	General	<p>"Op donderdag 26 september bespraken het BOP en Elia de procedure voor het beheer van storm op zee in detail tijdens een bilateraal overleg. Tijdens deze meeting werden een aantal afspraken gemaakt om wijzigingen aan te brengen aan de procedure ten opzichte van de design nota (versie 18 juli 2019) en het T&C BRP contract met integratie van de procedure voor het beheer van storm op zee zoals geconsulteerd van 16 augustus tot 16 september 2019.</p> <p>Reflectie van de overeengekomen wijzigingen werden nog niet opgenomen in de T&C OPA en T&C SA die voorliggen in deze publieke consultatie."</p>	<p>The bilateral meeting, which BOP refers to, was organized at BOP's request to provide some clarifications and explanations of the offshore integration design to BOP members.</p> <p>The following points were discussed:</p> <ul style="list-style-type: none"> - Definition of the triggers to start the offshore procedure - Clarifications regarding the obligations related to SA/OPA/BRP in the context of the storm mitigation procedure. <p>Following this meeting, Elia took into account some remarks (see comments on Articles II.14.2) but no content changes in the design note or in the BRP contract were agreed.</p>
2.	Belgian Offshore Platform	Art. II.8.7 & II.8.8	<p>II.8.7+8: please revise as follows, in order to ensure compliance with art. 13 of the Electricity Regulation:</p> <p><i>"II.8.7 For Offshore Power Park Modules, Art. II.8.5 is not applicable for Incrementals or startups.</i></p> <p><i>II.8.8 During this procedure, Elia will use all reasonable and possible means to guarantee the respect the priority of dispatch for electricity produced from renewable energy sources or high efficiency cogeneration described in as required by article 13 of the Electricity Regulation.</i></p> <p><i>Nevertheless, Elia may request bids on Offshore Power Park Modules if the safety, reliability and efficiency of the Elia Grid</i></p>	Elia has modified as proposed

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
			<i>so requires while respecting article 13 of the Electricity Regulation. Elia remunerates the SA for Decrementals in accordance with Art. II.18.7.”</i>	
3.	Belgian Offshore Platform	Art. II.14.3	II.14.3 Mentioning of maximum evaluation time and best effort clause	Elia clarified in Art. II.14.2 that changes are to be done via IDPCR, neutralization time applying for IDPCR will be respected as described in article II.9.7
4.	Febeg	General	<p>In principle the role of the BRP is cut up and divided over new roles like the ‘Scheduling Agent’ and the ‘Outage Planning Agent’.</p> <p>The BRP contract is a fully developed contract with rules describing responsibilities, emergency situations and force majeure, confidentiality, termination rules, etc. Such arrangements are missing in the T&C ‘Scheduling Agent’.</p> <p>Although the BRP will initially be designated as SA, the contractual framework is split. This means that, for example, the rules for confidentiality are not applicable for the information</p>	All these rules are described in the Part I - General Conditions that was launched under consultation during the same period of this consultation
5.	Febeg	General	<p>There’s also no end date in the proposed contract. Termination rules are also missing. This raises some questions. How can the contract be terminated? What is the procedure when the grid user switches from BRP?</p> <p>It should also be clarified that the party that signs the proposed SA contract will not be automatically bound by the future T&C SA, but has the right not to continue to fulfill the role of SA when the regulatory framework changes.</p>	Termination rules are explained in Art. I.11 of General Conditions, further to that in Art. I.10 of General Conditions refers to termination in case of change of regulatory framework. In addition, Elia added a clarification of the validity period of the contract in Article II.3.2.
6.	Febeg	II.4.2	SA instead OPA	Elia has made the corrections
7.	Febeg	II.14	Approval or validation requirements as described here for the Cut in phase is a concept of central dispatching and only to be considered in case of an emergency state declaration.	Elia refers to the article 252 of the FGC stating that the SA has to get the approval of the TSO before starting the power production after a forecasted or ongoing storm event. In addition, Article 252 also specifies that conditions

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
			<p>Preventing the SA of injection by not validating the schedule for injection should at least be augmented and published.</p> <p>It is not clear what the imposed conditions are which is referred to in Art II.14.4</p>	can be imposed by the TSO on the restart profile of electricity production of the offshore wind park
8.	Febeg	II.18.3	If Elia wishes to shut down an asset on which reserves have been nominated, this will need to be considered in the remuneration scheme.	This aspect will be discussed between Elia and the SA on a case by case basis while establishing the provisions of the bilateral agreement. In the formulas the costs linked to opportunity costs such as penalties related to the failure to meet commitments for the delivery of nominated reserves is captured by the parameter "External" as long as these costs are reasonable, demonstrable and directly linked
9.	Febeg	II.19	If a Low Coordinable asset is not able to perform I-Bid you could question the purpose of providing a mandatory price.	In case a LC unit cannot provide I-Bid, Elia asks the SA to fulfil the price with a parameter which allows Elia to filter this LC unit out of the merit order for I bid. The value that the SA of a LC Technical Unit need to put in shall be communicated to the SA by the contract manager [currently the agreed value between Elia and the SA of LC units that cannot provide I-bids is 13499.99€/MW]. The obligation to provide this parameter is mainly due to the tool used and the fact that coordinability level is not splitted for I/D-bids. The obligation of the SA in such a case is mainly to use this parameter to clearly inform Elia.
10.	Febeliec	General	On the contract itself, Febeliec regrets that Part I (General Conditions) is lacking, as this makes it very difficult to get a full grasp on the scope of this contract. These General Conditions are subject of a separate public consultation, but the final General Conditions resulting from that consultation are not yet known. Febeliec refers to its preliminary comments to that consultation. In any case, Febeliec reserves itself the right to come back on this contract and its content once the final General Conditions will be known.	General Conditions has been put under consultation exactly during the same period of current consultation, therefore full picture to grasp contract was available.
11.	Febeliec	General	On the definitions, Febeliec would propose not to use an exhaustive list of electrical zones (which would imply updating these rules as well as all other regulatory documents where	For the definition of Electrical Zone, Elia now refers to the Rules for Coordination and Congestion Management. The definition is adapted accordingly.

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
			this definition is used in case of modification) but rather refer to a methodology for defining these zones.	
12.	Febeliec	General	Febeliec also wonders why the contract includes a wide range of specificities for offshore power park modules and would like Elia to provide a clarification for this specific treatment.	Elia has just merged the two existing CIPU contract, i.e. CIPU contract & CIPU offshore contract. The current situation has been kept while introducing the new procedure for storm management.
13.	Febeliec	General	On the remuneration described in the contract, Febeliec strongly supports the criteria for the acceptability of costs, more precisely reasonable, demonstrable and directly related to the request, in order to limit the cost of the system.	Elia acknowledges the support of Febeliec.
14.	Febeliec	General	Febeliec would also like to draw the attention of Elia to the situation of generation facilities covered by a shared energy responsibility (2 BRPs). In order to cover these cases, Elia should more explicitly indicate which of both BRPs is subject to the specific obligations throughout the document.	<p>"Elia confirms that conform art. 201 and 379 and of the Federal Grid Code, the BRP who is responsible for the "follow up" ("chargé du suivi/belast met de opvolging") at the Access Point of a PGM is also responsible to ensure the submission of schedules and coordination of the unit during a transitory period.</p> <p>The BRP responsible for the follow up is designated by the access holder in the Access Contract. There is one BRP "responsible for the follow up per Access Point" and per direction even if there are several BRPs per Access Point.</p>
15.	Febeliec	Art. II.4.2	Febeliec asks Elia to revise Art.II.4.2, as the article does not take into account the specific situation of a unit connected to a CDS.	<p>"The SA for the Technical Unit must be the one who is BRP designated in the Access Contract relative to the Access Point that connects the Technical Unit to the Elia grid.</p> <p>In the case of a CDS: the BRP responsible for the follow-up of the CDS-Access Point relating to a generation unit conform annex 14 and 14ter of the Access Contract."</p>
16.	Febeliec	Art. II.5.4	With respect to Art.II.5.4, Elia refers to the net injection. This is not clear for Febeliec and should be made more explicit; in	Elia has corrected with "gross injection"

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
			case Elia envisages to obtain a forecast with respect to net injections on the Elia grid, this will not be feasible in a CDS context.	
17.	Febeliec	Art. II.6.4	In Art.II.6.4, Febeliec surmises that Elia with "generated peak power" actually refers to "peak power generation" and would ask Elia to modify the sentence accordingly.	Elia has modified "generated peak power" with "peak generation" to avoid confusion.
18.	Febeliec	Art. II.9.4	In Art.II.9.4 b), Elia mentions "day-ahead prices". Febeliec would like Elia to clarify that it refers to the Bid Prices communicated in the day-ahead timeframe and not day-ahead market prices (if this is the intention of Elia, otherwise it should be explained what is meant here).	Elia eliminated point B, as it introduced incoherency.
19.	Febeliec	Art. II.10.5	In Art.II.10.5, Febeliec would like Elia to clarify what it means with "During day D". Does this refer to the exploitation procedure in day D? If not, the reference to "Instructions" is new and it should then be clarified when such instruction would be sent in the different procedures.	Elia confirms that it refers to exploitation procedure in Day D.
20.	Febeliec	Art. II.13.3	Art.II.13.3 mentions that the communication is conducted by electronic messages, but is also confirmed by phone "if necessary". Febeliec would like Elia to clarify for which situations the latter would be required.	Communication by phone is always to be considered as a fallback solution.
21.	Statkraft	General	The Terms & Conditions for both Outage Planning and Scheduling Agent have been labelled as a mere update of the current CIPU-Contract with respect to nomenclature and is said to reflect as such an "as is" status. In forthcoming case, this is to be adhered to and consequently no new elements can be introduced. In case new elements are, explicitly or implicitly introduced, this is to be clearly mentioned with a documented rationale.	The T&C OPA and T&C SA reflects the "as is" procedure of the CIPU & CIPU offshore contracts. However, as stated during the workshop of 25/09 and in the explanatory note, one of the novelties for the T&C OPA and T&C SA results from the obligations, related to communication and data exchange in case of strom forecast, stated in the articles 252 and 253 of the FGC.
22.	Statkraft	General	Both Terms & Conditions specify that OPA and SA will be appointed; it needs to be clarified that consent of the respective parties terminating their obligations as OPA and SA. Finally, no duration is specified although the general conditions refer to their Part II in this respect, which we take refer to the different sets of Terms & Conditions, including	Termination rules are explained in Art. I.11 of General Conditions, further to that in Art. I.10 of General Conditions refers to termination in case of change of regulatory framework. In addition, Elia added a clarification of the validity period of the contract in Article II.3.2.

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
			these of OPA and SA. With respect to liabilities, design notes have always specified Grid User to remain liable, this needs to be reflected unambiguously.	
23.	Statkraft	General	The specifications in both Terms & Conditions with respect to the communication of storm risk are subject to interpretation (regularly, as soon as, ...) and put an undue burden on the OPA and SA.	Statkraft refers to Article II.16 ("Communication of storm risk") of the T&C OPA. This article is based on the Article 245 of the FGC. Elia wants to remind that in the initial version of the FGC (2002 and Elia's proposal in 2018) this article 245 provided a deadline of a few minutes for communication of FO. This timing was removed at stakeholders request. Elia wants to allow some flexibility regarding those timings for the first version of the contract. These specifications could still evolve after return of experience of storm events and discussion with stakeholders and the CREG.
24.	Statkraft	General	Despite the thorough work performed to come to both documents, unclarity remains. After consultation with the relevant services of Elia these items remain outstanding (incorrect references, uncertainty regarding applicability of certain provisions, background and intent of certain provisions etc). Both documents are to be void of any ambiguities, to be updated and to be consulted upon again.	Elia thanks Statkraft for the detailed feedback during several exchanges. Elia has made a thorough revision and corrected ambiguities.
25.	Statkraft	Art. II.1	Instruction: Definition (and Article II.10.5) to be clarified	Elia has clarified the definition of Instruction. An Instruction shall be used by the SA to warn Elia in real-time (from the start of the 'Exploitation' procedure) that the Daily Schedule is no longer respected and to request a new indicative set-point (NSP) that can be refused by Elia or to communicate a change in Status more specific a Forced Outage..
26.	Statkraft	Art. II.6	Article II.6: notion of 'generated peak power' not included in current CIPU-contract	Elia has not introduced a new notion but has clarified the current practice. In addition, Elia has replaced by "peak generation".

Number	Stakeholder	Article	Feedback Stakeholder	Answer Elia
27.	Statkraft	Art. II.7.5 & II.7.6	Article II.7.5 and II.7.6 and applicability of Bid Prices in Ready to Run Procedure not to be applicable for Offshore Power Park Modules	Elia confirms and has corrected accordingly.
28.	Statkraft	Art. II.9.4	Article II.9.4 a) not to be applicable on Offshore Power Park Modules: current CIPU contract clearly foresees entitlement for Offshore Power Park Modules to update IDPCR's irrespective of the colour of the zone.	Elia confirms and has corrected accordingly.
29.	Statkraft	Art. II.9.8	Relevance of Article II.9.8 for Offshore Power Park Modules to be checked	Elia confirms relevance of the article.
30.	Statkraft	Art. II.11.7	Erroneous references with respect to the applicability of the specifications in Title 4 regarding Offshore Power Park Modules	Elia corrected the list of "not applicable" articles.
31.	Statkraft	Art. II.19	Applicability of Article II.19 with regards to Offshore Power Park Modules to be clarified. Article II.19.3 last bullet not aligned with current CIPU contract for Offshore Power Park Modules.	Elia has clarified the list of "not applicable" articles. With regard to article II.19.3, Elia has introduced this alignment in order to apply the same principle for all production units.
32.	Statkraft	Art. II.19.5	Article II.19.5 not to be applicable for Offshore Power Park Modules	Elia confirms this article applies for Offshore Power Park Modules.

3. Minutes of the meeting of the 4th Fine Tuning workshop iCAROS – focus on the public consultation regarding the T&C OPA and T&C SA and the Rules for Coordination and Congestion Management

In this chapter, the minutes of the meeting of the 4th Fine Tuning workshop iCAROS – focus on the public consultation regarding the T&C OPA and T&C SA and the Rules for Coordination and Congestion Management that took place 25th of September 2019 are added.

MEETING 4th Fine Tuning workshop iCAROS – focus on the public consultation regarding the T&C OPA and T&C SA - that will replace the current CIPU contract and will also be signed by the BRP -, and the Rules for Coordination and Congestion Management.

Date	25/9/2019
Organiser	Elia implementation project iCAROS

PARTICIPANTS
1. Michaël Van Bossuyt – Febeliec
2. Margot Van Nuffel – Otary
3. Hugo Canière – Belgian Offshore Platform
4. Michel Ceusters - VYNOVA-GROUP
5. Pauline Ottoy – VREG
6. Lieven Van De Keer – T-Power
7. Wouter Van Melkebeek – Engie
8. Jolien Bruninx – BASF
9. Johannes Schulz - RWE Supply & Trading GmbH
10. Laila Chafaqi – Luminus
11. Halid Sen – Eneco Groep
12. Ludovic Platbrood – Eneco
13. Brutus Artois – Eneco
14. Thibault Lecrompe - Lampiris SA/NV
15. Steven Harlem – Luminus
16. Wim Luyckx - Statkraft Markets GmbH
17. Walter Aertsens - Infrabel
18. Luc Decoster - Fluvius
PARTICIPANTS – ELIA
1. Manuel Aparicio
2. Raphaël Dufour
3. Amandine Leroux
4. Martin Funck
5. Viviane Illegems

1. AGENDA

- PART 1 : Introduction
- PART 2 : Presentation of the T&C OPA and the T&C SA
- PART 3 : Presentation of the Rules for Coordination and Congestion Management.

2. REPORT

PART 1 : introduction:

The agenda of the workshop is presented.

It is clarified that the general conditions that are part of the OPA contract and SA contract are publicly consulted in a separate public consultation during the same time period because these general conditions will apply for all ancillary services.

It is also recalled that these documents reflect the current "as-is" situation and should be viewed as a first step of a transitional period that ends with the introduction of the new design elements as proposed by Elia in the framework of the iCAROS project. These documents do not introduce any of the new design elements of iCAROS. A process based on fine-tuning workshops vis-à-vis the design of iCAROS is currently on-going with all the relevant stakeholders.

PART2 : Elia presents the T&C OPA and the T&C SA that are currently consulted.

The following responses were collected:

- Participants request to have clarifications on the obligations for PGMs and ESDs type B connected to the Elia Grid directly or through a CDSO. Elia confirms for those units that the objective was that PGMs and ESDs type B connected to the Elia Grid directly or through a CDSO for which already information is provided in the framework of the current CIPU contract could continue doing so but the PGMs and ESDs type B connected to the Elia Grid directly or through a CDSO for which this is not the case would not be obliged to do investments which are not in line with the long term vision of implementing the iCAROS design. The main body of the T&C OPA and T&C SA contains this information. If the T&C OPA and T&C SA are approved by the CREG, only PGMs and ESDs type B connected to the Elia Grid directly or through a CDSO that want on a voluntary basis provide information as specified in OPA contract and SA contract shall sign these contracts. PGMs and ESDs type B connected to the Elia Grid directly or through a CDSO that

agree with usage of the default rules will not need to sign the OPA contract or SA contract given that the approval of the T&C OPA and T&C SA by the CREG implies if no further action is taken by these units that they agree with the default rules.

- Participants request clarification on possible impact of PGMs and ESDs type B connected to the Elia Grid directly or through a CDSO that would voluntary opt for providing MW schedules and the requirements this will trigger for these units regarding balancing products. Elia replies that these T&C OPA and T&C SA does not introduce any new requirements and that PGMs and ESDs type B connected to the Elia Grid directly or through a CDSO should indeed carefully assess the impact set by balancing products before voluntary opting to provide MW schedule information because this is indeed used as a criterion in balancing products to set requirements. However Elia does not expect that besides PGMs and ESDs type B connected to the Elia Grid directly or through a CDSO already doing it today would voluntary opt to sign the OPA contract and SA contract and as such provide the required MW schedules(only option in the as is situation).
- Participants request to have clarification on the obligations for demand facilities. Elia confirms for demand facilities that in these T&Cs in line with the AS IS situation no additional information beside the one already collected in existing processes is requested from demand facilities. This to avoid that demand facilities connected to the Elia Grid directly or through a CDSO would be obliged to do investments which are not in line with the long term vision of implementing the iCAROS design. The main body of the T&C OPA and T&C SA contains this information. If the T&C OPA and T&C SA are approved by the CREG, demand facilities connected to the Elia Grid directly or through a CDSO will not need to sign the OPA contract or SA contract given that the approval of the T&C OPA and T&C SA by the CREG implies that no signature of the OPA contract and SA contract is needed by demand facilities.
- Participants request to have clarification whatever the type of PGM or ESD if these are technical units used in the framework of emergency power supply ("noodvoeding") as defined in article 2 §2 of the Federal Grid Code that these units are exempted for the requirements specified in T&C OPA and T&C SA. Elia agrees to include this clarification in the versions of the T&C OPA and SA that will be submitted for approval to the CREG.
- Participants request clarification what the process would be if the requested amendments consist in amendments of the principles defining the current T&C OPA and T&C SA. Elia replies that every review of the principles shall first be discussed with all relevant stakeholders, only after this discussion a public consultation will take place.
- Participants request clarification regarding the remunerations of amendments in the framework of OPA contract and SA contract. Elia confirms that the existing principles are maintained in this version of the T&C OPA and T&C SA given that these reflect the current as is situation.

PART 3 : Elia presents the Rules for Coordination and Congestion Management.

that are currently consulted.

The following responses were collected

- Participants request clarification on how and when XB relevant assets are identified. Elia replies that these were identified 2 weeks ago in the framework of an ENTSO-E process and SOGL articles 85 and 87 and that the necessary communications will take place in line with the timings specified in the ENTSO-e methodology. However the most recent assessment has not identified any demand facility as cross-border relevant asset. The official communication will take place before 1st of December 2019.
- Participants request to have the following footnote also added in the rules to clarify the link between must run and may not run used in the rules and the terminology used in the T&C OPA and T&C SA.

“Depending on the procedure engaged, Must-Run (MR) and May-Not-Run (MNR) have different names in T&C OPA and T&C SA, namely

MR: Stand by Reserved (in Stand by procedure) and Ready to Run Reserved (in Ready to run procedure)

MNR: May Not Run (in Stand by procedure) and May Not Ready-to-Run (in Ready to run procedure)”

- Participants request to use the term “request” instead of “demand” in the rules given the later suggest that the SA cannot refuse the requested amendment requested by Elia.
- Participants request that current wording regarding the asynchronous “activation” of compensation bid is replaced by the asynchronous “selection” of compensation bid, given that although selected at different timeframe the activation will take place for the same time period.
- Participants request clarification that every congestion bid selection is compensated by a compensation bid also if it is a “Curtailed of an electricity generating Technical Unit” so that there are no consequences for the BRP having the curtailed electricity generating technical unit in its portfolio. Elia clarifies after the meeting that a “Curtailed of an electricity generating Technical Unit” does not result in the activation of a compensation bid and it is up to the BRP to make the necessary adjustments in its portfolio.
- Participants request to have a clarification that the current remuneration practices are maintained. Elia confirms that the current principles in de Day-ahead and intra-day timeframe are maintained in this version of T&C SA and rules. No changes as announced in the framework of the iCAROS design are introduced yet. Remuneration of congestion bids in DA is cost-based and in ID is market-based.
- Participants request to have the given clarification regarding which information will be publicly available be included in the Rules. Elia indicates that a minor amendment in this case would require a new public consultation.

ENTSO-e Transparency Platform: publication of information regarding

- Congestion management measures
- Unavailability of generation and production units

Elia website (Elia confirms the following information will become available from May 2020 (target date).

- Quarterly report on Congestion Management including:
- KPI on the quality of forecasts used as operational input data for the creation of the Individual Grid Models (IGM)

- KPI on the quality of output data
- Information about the timing, power, location, and purpose for activations of costly remedial actions by Elia (including activations for downward Redispatching using Technical Units subject to the priority of dispatch)
- Historical values of a selection of relevant KPIs.

Elia will assess whether they can add more information in the Rules without jeopardizing possible future evolutions.

- Participants request to add in the Rules info regarding the methodology used to identify the number of Electrical Zones. What is the trigger to assess the number of zones, how are market participants involved and how is the final decision communicated to the market. They also request clarifications on how market parties can be aware that a zone is red. How can they detect this? Elia respond that it will assess how to introduce some minor clarifications in the Rules to accommodate this need.
- Participants request clarification were the application of red zone on balancing bids is explained. Elia explains that today this is described in the T&Cs related to these products.
- Participants request clarification regarding the review process of the coordination rules if T&C OPA and T&C SA are amended. Elia replies that each time an assessment will be done whether the coordination rules need to be amended are not. If the answer is no then this shall be explained in the accompanying explanatory note.

3. DATE FOR NEXT MEETING

23 October 2019 (exact timing will be confirmed later on)