Balancing service providers Contract
for the manual Frequency Restoration Reserve (mFRR) Service

"BSP Contract mFRR"

BSP Contract mFRR

[ContractReference]

between

[Company], a company established under **[Country]** law with registered offices at **[Address]**, company registration number **[Number]** and validly represented by **[Name1]** and **[Name2]**, in their respective functions of **[Role1]** and **[Role2]**;

hereinafter referred to as the "**Service Provider**" or as the "**BSP**",

and

Elia Transmission Belgium S.A./N.V. (as from 1/1/2020, before Elia System Operator S.A./N.V.), a public limited company under **Belgian** law with registered offices at **Boulevard de l'Empereur 20, B-1000 Brussels, Belgium**, registered under the crossroads bank for enterprises under number **731.852.231** (as from 1/1/2020, before 476.388.378) and represented by **[Name1]** and **[Name2]**, in their respective functions of **[Role1]** and **[Role2]**;

hereinafter referred to as "Elia" or "ELIA",

Elia and the Service Provider may also hereinafter be referred to individually as "the Party" and collectively as "the Parties".

Whereas:

- Elia is responsible for the operation of the Belgian transmission system over which it has an ownership right or, at least, a right of use;

- Elia has been appointed as Transmission System Operator, in accordance with the Belgian law of 29 April 1999 concerning the organisation of the electricity market and supervises the safety, reliability and efficiency of the transmission system;

- Elia must therefore safeguard operational security, frequency quality and the efficient use of the interconnected system and resource – in particular the service of Manual Frequency Restoration Reserve – in accordance with the relevant provisions of the European Regulations, such as the Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing, the Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation, and the Belgian legislation (articles 223 et seq. of Federal Grid Code);

- This BSP Contract mFRR defines the mutual rights and obligations of ELIA and the Service Provider relating to the provision of mFRR Services;

- This BSP Contract mFRR falls under the Terms and Conditions for balancing service providers for the mFRR Service.
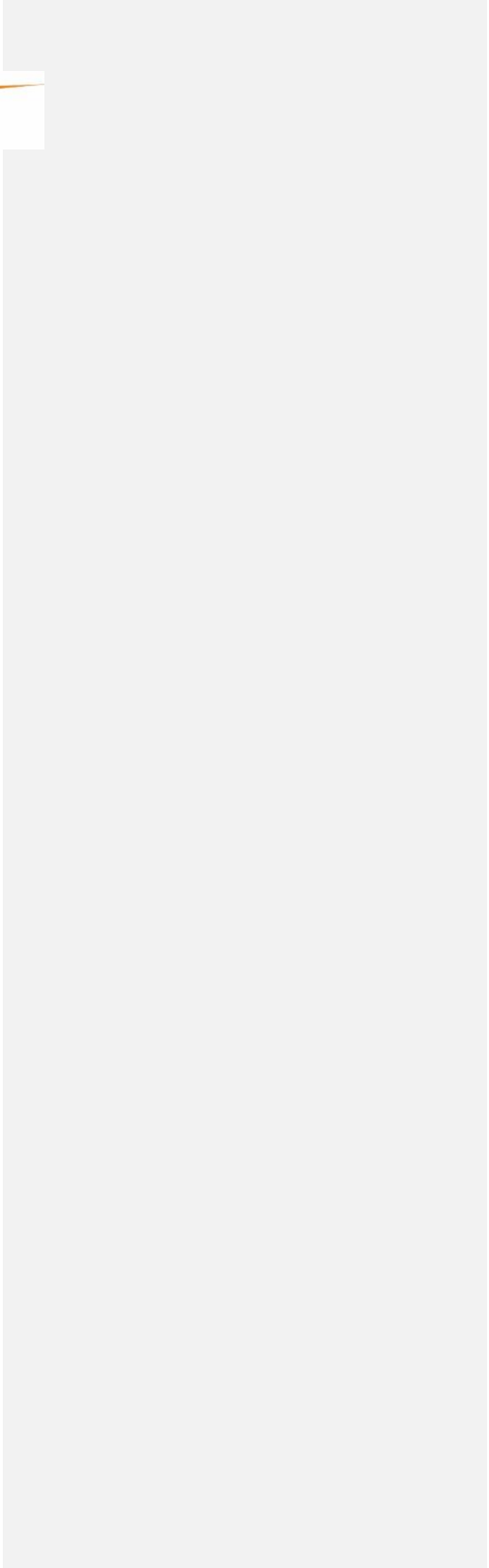
The following points have been agreed:

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PART I - GENERAL CONDITONS

ART. I.1   DEFINITIONS

Except where there is further specification aimed at application for the purposes of the present Contract, and without ignoring the stipulations of public order, the concepts defined in the Electricity Act, the electricity decrees and/or ordinances in relation to the organization of the electricity market and/or the various applicable Grid Codes and EU network codes and guidelines, as amended from time to time, are also included for the purposes of the Contract in the sense of these statutory or regulatory definitions.

In addition, the following definitions apply for the purposes of the Contract:

Annex	Any annex to the present Contract;
Article or Art.	Any article of the present Contract;
CACM	The Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management;
Contract	The present Contract, including its Annexes;
CREG	The Commission for Electricity and Gas Regulation, i.e. the Belgian national regulatory authority;
Direct Damage	Any damage, with the exclusion of Indirect Damage, directly and immediately resulting from any contractual breach and/or fault within the framework of or as a result of the execution of the Contract, on any grounds whatsoever (contractual or extra-contractual). The said fault being one, which under similar circumstances, an experienced, professional Service Provider or TSO, respectively, acting according to the rules and taking all reasonable precautions would in no case have committed; The damage that is a direct and immediate result of a contractual breach and/or fault, as defined by article I.6.2., of one of the Parties, with the exclusion of Indirect Damage;
EBGL	The Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing;
Electricity Act	The Belgian law of 29 April 1999 concerning the organisation of the electricity market (« Loi du 29 avril 1999 relative à l'organisation du marché de l'électricité, *M.B.* 11.05.1999 » / « Wet van 29 april 1999 betreffende de organisatie van de elektriciteitsmarkt, *B.S.* 11.05.1999 »), as amended from time to time;
E&R NC	Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration;

General Conditions	Part I to the present Contract. The General Conditions are identical in the following contracts for ancillary services to be concluded by Elia: the contracts for balancing services (BSP – "Balancing Service Provider" contracts for FCR – "Frequency Containment Reserve", aFRR "automatic Frequency Restoration Reserve" and mFRR – "manual Frequency Restoration Reserve"), the contracts for restoration services (RSP – "Restoration Service Provider"), the contracts for voltage and reactive power control services (VSP – "Voltage Service Provider") and the contracts for services related to congestion management (OPA – "Outage Planning Agent" and SA – "Scheduling Agent");
Grid Codes	The Federal Grid Code for Transmission (adopted in the form of royal decree on the basis of article 11 of the Electricity Act – currently the "Arrêté royal du 22 avril 2019 établissant un règlement technique pour la gestion du réseau de transport de l'électricité et l'accès à celui-ci, *M.B.* 29.04.2019" / "Koninklijk besluit van 22 april 2019 houdende een technisch reglement voor het beheer van het transmissienet van elektriciteit en de toegang ertoe, *B.S.* 29.04.2019"), as amended from time to time, and the grid codes for local and regional transmission, as amended from time to time;
Indirect Damage	Any indirect damage or consequential damage, ~~loss or injury~~ such as, but not limited to loss of revenue, loss of profit, loss of data, loss of business opportunities, loss of (prospective) clients, missed savings;
Law of 2 August 2002	The Law of 2 August 2002 against payment arrears in commercial transactions ("Loi du 2 août 2002 concernant la lutte contre le retard de paiement dans les transactions commerciales, *M.B.* 7.08.2002" / "Wet betreffende de bestrijding van de betalingsachterstand bij handelstransacties, *B.S.* 7.08.2002"), as amended from time to time;
Service(s)	The ~~Service~~service(s) and tasks as described in the Specific Conditions of the present Contract and as provided by the Service Provider;
Service Provider	The Service Provider as identified on the first page of the present Contract;
SOGL	The Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation;
Specific Conditions	Part II of the present Contract, supplemented by any annexes;
Terms and Conditions	The terms and conditions as required by, and developed in accordance with, the applicable European regulations. The present Contract constitutes an appendix to the Terms and Conditions as identified in the Whereas section of the present Contract;
Working Day	Any calendar day except for Saturday, Sunday and Belgian public holidays.

ART. I.2   SCOPE OF SERVICES AND CONTRACTUAL STRUCTURE

I.2.1   Scope of Services

By the signature of the present Contract, the Service Provider undertakes to provide the Service(s) in accordance with the General and Specific Conditions as provided for in this Contract.

The present Contract between the Parties lays down their mutual rights and obligations in relation to the procurement by Elia from the Service Provider and the eventual provision by the Service Provider to Elia of the Service(s).

I.2.2   Structure of the Contract

The present Contract is composed of a first part containing the General Conditions and of a second part containing the Specific Conditions for the Services, supplemented by any annexes.

The Parties shall ensure that the proper performance of this Contract is always based on the existence and proper performance of the requisite contractual agreements, if any, with third parties involved.

ART. I.3   ADDITIONAL RULES OF INTERPRETATION

By signing this Contract, the Service Provider explicitly renounces to apply its own general conditions, special or otherwise, regardless of the time when they were issued or the form of their issuance.

The substantiation in this Contract of a specific obligation or stipulation listed in the applicable legislation shall in no way be considered as derogating from the obligations or stipulations which, under the applicable legislation, must be applied to the relevant situation.

In this Contract, including its annexes, unless the context require otherwise:

-    The singular indicates the plural and vice versa;

-    References to one gender include all other genders;

-    The table of contents, titles and headings in this Contract are for convenience only and do not affect their interpretation;

-    The word "including" and its variations are to be construed without limitation;

-    Any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force.

ART. I.4   ENTRY INTO FORCE AND DURATION OF THIS CONTRACT

I.4.1   Entry into force of this Contract

This Contract shall enter into force once it has been validly signed by all Parties, provided the Terms and Conditions to which this Contract relates have already entered into force. Otherwise, this Contract shall enter into force, once validly signed by all Parties, on the implementation date of such Terms and Conditions.

Once this Contract has entered into force between the Parties, the Parties shall be bound by the General Conditions as detailed under Part I and the Specific Conditions as detailed under Part II of this Contract, supplemented by any annexes. This is without prejudice to the fact that Part II might foresee a later start date for the provision of certain Services.

Once this Contract has entered into force between the Parties, it supersedes all previous agreements and documents exchanged between the Parties relating to the same subject matter.

I.4.2   Duration of the Contract

Without prejudice to Art.I.11 and without prejudice to the applicable legislation and regulations, the duration of this Contract is specified in Part II on the Specific Conditions.

ART. I.5   INVOICING AND PAYMENT

I.5.1   Invoicing matters – General instructions

Without prejudice to specific instructions regarding invoicing matters as may be provided for under the Specific Conditions of this Contract, each invoice sent under this Contract shall include at least the following items:

1) Full name and address of both the invoicing Party and the invoiced Party;

2) VAT number of both the invoicing Party and the invoiced Party;

3) Invoiced amount, valued in euro;

4) Bank account and bank address (including IBAN and BIC) on which the relevant payment shall be made;

5) Invoice number;

6) Invoice issue date;

7) Designation of the Service and the period on the invoice;

8) Tax rate and tax amount separately, if any;

9) Specific constraint for invoicing, required by article 226 of Directive 2006/112/CE, if any, e.g. indication of the reference to the applicable provision of the Directive where the supply of services is subject to the VAT reverse charge procedure;

10) Reference if required by the invoiced Party;

11) Payment term in accordance with paragraph 5.2 hereafter; and

12) Specific items as listed in any invoicing section provided for under the Specific Conditions of this Contract.

The absence of one of the abovementioned stipulations shall nullify the invoice and render it valueless. In such a case, the invoiced Party reserves the right to return the invoice to the invoicing Party within a period of 15 (fifteen) Working Days. Returning the invoice in this way shall constitute rejection of the invoice, without any other reaction from the invoiced Party being necessary. Failure by the invoicing Party to observe the abovementioned stipulations regarding invoicing will give rise to an incorrect invoice, which will be the subject of a credit note to invoiced Party. The invoicing Party may then send a new and corrected invoice.

I.5.2   Payment matters

Payments will be made within 30 calendar days following the end of the month in which the invoice is received (this is the due date of the invoice). The invoiced Party shall pay the invoicing Party by direct

transfer to the stated bank account. Within the scope of this Article, an invoice will be considered received on the third Working Day following the date when the invoice was sent (postmark will serve as proof in case of a paper invoice sent by post – in case of an electronic invoice the date the invoice was submitted in the electronic system or sent by email will apply).

Any objection regarding the amount of an invoice must, in order to be admissible, be sent by registered letter to the invoicing Party before the due date of the disputed invoice as set above. The reasons for the objection shall be described as comprehensibly and in as much detail as is reasonably possible. If the value of the invoice is disputed, the undisputed part of the invoice shall still be paid. The Parties will discuss in good faith in order to reach an agreement on the disputed amount of the invoice within thirty (30) Working Days of the receipt of the registered letter, failure of which Art. I.13 will apply.

The amount subject of an objection shall be paid within 30 calendar days following the end of the month in which 1) the agreement is reached in respect of the dispute or 2) the decision has been adopted by which the dispute is definitively settled between the Parties according to Art.I.13. The Parties undertake not to invoke the exception of non-performance ("exceptio non adimpleti contractus") in order to suspend the performance of their respective obligations during the dispute.

I.5.3   Interest for delayed payment

Late payment will automatically and without notice of default incur interest on the total amount of the invoice as specified in article 5 of the Law of 2 August 2002 from the day following the due date, up to and including the day when payment in full is made.

ART. I.6   LIABILITY

I.6.1   . General principles

Without prejudice to any obligation of result provided for under this Contract (such as confidentiality and payment obligations), as the case may be, and without prejudice to the application of a penalty system as provided by the Contract, the provision of the Services by the Service Provider is an obligation of means ("middelenverbintenis – obligation de moyens").

The Parties shall do their utmost effort, during the lifetime of the Contract, to prevent damage by one Party to the other and, as the case may be, to limit it.

I.6.2   Direct Damages

The Parties to this Contract shall be liable to one another for for any Direct Damage .any damage directly resulting from any contractual breach and/or fault within the framework of or as a result of the execution of the Contract, on any grounds whatsoever (contractual or extra-contractual).. The said fault being one, which under similar circumstances, an experienced, professional Service Provider or TSO, respectively, acting according to the rules and taking all reasonable precautions would in no case have committed. The Party in breach and/or at fault will indemnify the other Party and compensate it for any Direct Damage, including for claims by third parties in relation to such Direct Damage. Except in a case of deception or deliberate fault, the Parties will under no circumstances be liable to the other Party for compensating or indemnifying the other Party, including for claims by third parties, for Indirect Damage.

I.6.3   Process

As soon as one of the Parties has knowledge of any claim to pay compensation, including a claim for compensation arising from a claim by a third party, for which the latter might institute proceedings against

the other Party, that Party shall inform the other Party thereof without delay. This notification shall be made by means of a registered letter, mentioning the nature of the claim, the amount thereof (if known) and the method of calculation – all in reasonable detail and with reference to the legislative, regulatory or contractual provisions on which the claim might be based. In case of third party claim, the defaulting Party shall fully cooperate with the defending Party in such response and defense as reasonably required.

I.6.4 Caps

Any compensation due, as the case may be, by any Party is in any case limited to a maximum of twice the value of the Contract per year irrespective of the number of claims, the amount of which cannot exceed €12.5 million (twelve and a half million Euro) per year and per Party. This cap is without prejudice to the caps applicable for contractual third party claims.

~~The Specific Conditions of this Contract may foresee additional specific caps applicable to certain penalties.~~

ART. I.7 EMERGENCY AND FORCE MAJEURE

I.7.1 Emergency Situation

In case of an emergency situation (as defined in the applicable legislation and regulations), Elia is entitled and/or obliged to take all the measures provided for in the applicable legislation and regulations. In case of contradictions with the provisions of this Contract, such measures as foreseen in the applicable legislation and regulations shall prevail on the rights and obligations of this Contract.

I.7.2 Alert, Emergency, Black-out and Restoration state

When the system is in alert, emergency, black-out or restoration state (as defined in the applicable legislation and regulations[1]), Elia is entitled and/or obliged to take all the measures provided for in the applicable legislation and regulations, including under certain circumstances the suspension of market activities as provided for in the applicable legislation and regulations. In case of contradictions with the provisions of this Contract, such measures as foreseen in the applicable legislation and regulations shall prevail on the rights and obligations of this Contract.

I.7.3 Force Majeure

Without prejudice to the rights and obligations of the Parties in the cases as referred to under Art. I.7.1 and 1.7.2, and as defined in the applicable legislation and/or regulations, and without prejudice to the application of the rescue and restoration provisions, as defined in the applicable legislation and/or regulations, the Parties will be discharged of their respective obligations under this Contract in a case of force majeure that prevents the performance of their obligations under this Contract, either partly or entirely, with the exception of the financial obligations that arose before the force majeure event. This suspension of the obligations will only last as long as the force majeure event.

The term "force majeure" shall mean, without prejudice to the definition of force majeure in applicable legislation and/or regulations, any unforeseeable or unusual event or situation beyond the reasonable control of a Party, and not due to a fault of the Party, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the Party, which has actually happened and is objectively

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[1] Including article 72 of CACM; article 16.2 of the Regulation (EC) No 714/2009 of the European Parliament and of the Council of 13 July 2009 on conditions for access to the network for cross-border exchanges in electricity and repealing Regulation (EC) No 1228/2003 and article 16.2 of the Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity.

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Signature Elia: Signature [SP]:

verifiable, and which makes it impossible for the Party to fulfil, temporarily or permanently, its obligations in accordance with this Contract and which occurred after conclusion of the Contract.

The application of market mechanisms, such as imbalance prices or the application of high prices in a normal market state, cannot be qualified as force majeure.

The following situations, among others, will be considered as force majeure, but only if they comply with the conditions for force majeure as provided for in the second paragraph of Art. I.7.3. The Parties agree that following situations will not automatically constitute force majeure, but will only constitute force majeure when they fulfil the conditions of force majeure as provided for in the second paragraph of Art. I.7.3:

- natural disasters arising from earthquakes, floods, storms, cyclones or other climatologically exceptional situations recognized as such by a public authority habilitated for this;

- a nuclear or chemical explosion and its consequences;

- exceptional hazards (or "hors catégorie" hazards) during which the sudden unavailability of elements of the grid or of an electricity production unit is caused by reasons other than aging, lack of maintenance or qualification of the operators; including the unavailability of the IT system, whether or not caused by a virus, when all preventive measures have been taken considering the state of the art ;

- the temporary or continuing technical impossibility for the grid to exchange electricity because of disruptions within the control area caused by electrical currents resulting from energy exchanges within another control area or between two or more other control areas and of which the identity of the market participants involved in those energy exchanges is unknown by Elia and which Elia could not reasonably be expected to know;

- the impossibility to operate the grid, installations that from a functional point of view are part of it, or installations of the Service Provider, due to a collective dispute that gives rise to a unilateral measure by employees (or groups of employees) or any other labour dispute;

- fire, explosion, sabotage, acts of terrorism, acts of vandalism, damage caused by criminal acts, criminal coercion and threats of a similar nature or acts having the same consequences;

- state of war (declared or not), threat of war, invasion, armed conflict, blockade, revolution or uprising; and

- The situation in which a competent authority invokes urgency and imposes exceptional and temporary measures on the system operators and/or grid users, such as measures needed in order to maintain or restore the safe and efficient operation of the grids, including the order to shed load in case of a shortage.

The Party that invokes a situation of force majeure shall inform the other Party as soon as possible, by phone and/or by mail, of the circumstances following which it cannot fulfil its obligations, either wholly or in part, how long such non-fulfilment might reasonably be expected to last, and of the measures it has taken to counteract the situation.

Nevertheless, the Party that invokes a situation of force majeure shall do everything possible to limit the consequences of the non-fulfilment of its obligations towards the other Party, the transmission system and third parties and to once again fulfil its obligations.

If the period of force majeure persists for 30 (thirty) successive days or more, and a Party, as a result of the force majeure situation acknowledged by both Parties, is unable to fulfil its essential obligations of the Contract, the other Party may terminate the Contract with immediate effect by a reasoned registered letter.

ART. I.8   CONFIDENTIALITY

I.8.1   No divulgation of confidential information

The Parties and/or their employees shall treat any information that they exchange with one another within the framework or in relation to the Contract in the strictest confidence and not divulge it to third parties unless at least one of the following conditions is met:

- if ~~Elia and/or the Service Provider~~one of the Parties is called to give evidence in court or in their relations with the competent regulatory, administrative and judicial authorities. The Parties shall, as far as possible, inform each other of the situation in advance, and will reach an agreement concerning the form and content of the communication of this information;

- if a prior written agreement has been obtained from the Party issuing the confidential information;

- with regard to Elia, in consultation with operators of other grids or within the framework of contracts and/or rules with the foreign grid operators or regional security coordinators/regional coordination centers, insofar as necessary and where anonymization is not possible and insofar as the addressee of that information undertakes to accord the same degree of confidentiality to that information as that accorded by Elia;

- if such information is easily and normally accessible or available to the public;

- if the divulgation of such information by ~~Elia and/or the Service Provider~~a Party to persons such as subcontractors and/or their employees and/or their representatives and/or regional security coordinators/regional coordination centers is essential for technical or safety reasons, insofar as those addressees are bound by rules of confidentiality that appropriately guarantee the protection of confidentiality;

- if the information is already legally known by ~~Elia and/or the Service Provider~~a Party and/or their employees and work agents at the time of transmission, and which has not been communicated by the notifying Party, prior to the transmission, directly, indirectly, or by a third party by breaching an obligation of confidentiality;

- the information which, after transmission, has been brought to the attention of the recipient Party and/or its staff and work agents via a third party, without breaching an obligation of confidentiality with regard to the notifying Party;

- the divulgation of the information is foreseen by applicable legislation and/or regulation;

- the divulgation of aggregated and anonymized information and data.

This Article is without prejudice to the specific provisions on confidentiality obligations regarding the operator of the Belgian electricity transport network (at both federal and regional levels) imposed by the applicable legislation and regulation.

A Party must not, for reasons of confidentiality, refuse to divulge information that is essential and pertinent to the implementation of the Contract. The other Party to whom such information is communicated guarantees that it will maintain the confidential nature thereof.

The Service Provider declares and guarantees that the confidential information will only be used for the purposes of establishing the bid/performance of the Services and not for other purposes.

Both Parties shall take the requisite measures to ensure that this confidentiality obligation shall also be strictly observed by their employees, as well as any person who, without being an employee of one of the Parties but for whom that Party is nonetheless responsible, might properly receive such confidential information. In addition, confidential information shall only be divulged on a "need-to-know" basis, and reference will always be made thereby to the confidential nature of the information.

I.8.2   Infringements to confidentiality obligations

Any infringement to this confidentiality obligation shall be considered as serious misconduct by the Party that violates that obligation. Such infringement shall give rise to the payment of compensation for any Direct and Indirect, material and immaterial damage (in deviation from Art. I.6.2) that the other Party can reasonably demonstrate, subject to the caps of Art. I.6.4.

I.8.3   Ownership

Each of the Parties shall maintain full ownership of that confidential information, even when it has been divulged to other Parties. The transmission of the confidential information does not entail any transfer of property nor of any other right other than those mentioned in the Contract.

I.8.4   Duration

Without prejudice to the applicable legislation and regulations, the aforementioned confidentiality obligations remain in force for a period of 5 (five) years after termination of the Contract.

I.8.5   Phone recordings

The Parties agree that real-time telephone communications will be recorded at their respective dispatching centers. The Parties accept the need for this communication to be recorded and the principle underpinning it. As regards probative value, the Parties acknowledge that the recordings of these communications shall be admissible as proof in the event of a dispute settlement relating to this Contract. Both Parties shall notify their respective staff about the existence and/or possibility of recordings as well as about the existence and/or possibility of recordings by the other Party.

ART. I.9   OBLIGATION OF INFORMATION

The Parties undertake, for the duration of this Contract, to inform one another as soon as possible of any event or information that the Party who has knowledge thereof must reasonably consider as an event or information that might have a detrimental effect on the Contract or on the fulfilment of the obligations specified in the Contract towards the other Party.

ART. I.10   REVIEW

I.10.1   Amendments to the main body of this Contract (General and Specific Conditions) and generally applicable Annexes

This Contract can only be modified in the course of the process for amendments to the Terms and Conditions to which it relates and following the processes foreseen therefor in the applicable regulations and legislations.

After approval by the CREG of the amendments to the Contract, including the proposed date of entry into force, these amendments shall enter into force, as will be indicated in the implementation plan of the amended Terms and Conditions and as confirmed in the notification via registered mail with acknowledgement of receipt, sent by Elia to the Service Provider in case the amendments would apply to existing contractual relationships for the subject matter which is ruled by this Contract, but however not earlier than 14 days after such notification.

Without prejudice to the competences of the competent authorities and without prejudice to the applicable legislation and regulations, in case the Service Provider does not agree with the amendments that would be applicable to the Contract currently in force, the Service Provider may terminate the Contract if it can demonstrate that the amendments have a significant impact on the contractual equilibrium.

I.10.2   Amendments to party-specific Annexes

Without prejudice to obligations imposed by the applicable legislation and regulations, any Annex containing party-specific information can be modified in writing after agreement by both Parties (but only for the party-specific information itself).

Any modification to the contact information taken up under the relevant Annex to this Contract (i.e. contact person, address, e-mail, phone and fax numbers) must be communicated to the other Party no later than 7 (seven) Working Days before the date on which that modification comes into effect. Both Parties shall keep the contact details as provided for under that Annex up to date throughout the validity of the Contract. These exchanges and updates can be done via e-mail and do not require a formal written amendment process of the Contract.

ART. I.11   PREMATURE DISSOLUTION IN CASE OF SERIOUS DEFAULT

The Contract may be suspended or terminated unilaterally by one of the Parties (the 'impacted Party') without judicial intervention if the other Party (the 'defaulting Party') does not rectify a serious breach or fault within 15 (fifteen) Working Days after the defaulting Party has received a registered letter with proof of receipt in which the serious breach or fault is mentioned and in which that Party was notified that the Contract would be suspended or terminated without any further notice if the aforementioned serious breach or fault is not fully rectified within the stated deadline. The deadline of 15 (fifteen) Working Days can be extended by the impacted Party. The Contract will be suspended or terminated subject to the reserve of any legal action available to the Party not in default against the defaulting Party, including a claim for damages.

ART. I.12   MISCELLANEOUS CLAUSES

I.12.1   Waiver

The fact that one of the Parties renounces permanently or temporarily to the application of one or more clauses of the Contract may under no circumstances be considered as a renunciation of the rights of that Party arising from that particular clause or those clauses.

I.12.2   Entire agreement

Without prejudice to the application of the relevant legislation and regulations, the Contract comprises the entire agreement concluded between the Parties and includes all the agreements made by the Parties regarding the subject matter thereof.

I.12.3   Notices

Any notification, as required under the Contract, will be made in writing (including e-mail) except if otherwise provided for in accordance with the provisions of this Contract.

The exchange of information for the performance of the Contract shall be directed to the respective contact persons of the Parties as provided for under the relevant Annex.

I.12.4   Transfer of rights

The rights and obligations specified in the Contract may under no circumstances be transferred, either wholly or in part, without the prior written permission of the other Party (except for transfers to undertakings affiliated to Elia in the sense of article 1:20 of the Belgian Code of Companies and Associations for which no such permission shall be required). That permission shall not be refused or postponed unreasonably.

I.12.5   Severability

On condition that this has no effect on the subject of the Contract itself, the invalidity of one or more clauses in the Contract shall not affect the validity, interpretation and/or implementation of the other clauses of the Contract.

If one or more clauses of the Contract have to be declared invalid or impossible to implement, the review process foreseen under Art. I.10 shall be followed.

ART. I.13   APPLICABLE LAW – RULES REGARDING DISPUTES

The Contract is governed by and interpreted according to Belgian law.

Any dispute relating to the conclusion, validity, interpretation or execution of the Contract or of any subsequent contracts or operations that may arise therefrom, as well as any other dispute concerning or in relation to the Contract shall, at the discretion of the more diligent Party, be presented to:

-   the jurisdiction of the Brussels Enterprise Court; or

-   the mediation/conciliation and arbitration service organized by the regulator concerned in accordance with the applicable legislation and regulations; or

-   an ad hoc arbitration in accordance with the provisions of the Belgian Judicial Code.

In view of the complex relationships, the Parties hereby agree, in order to facilitate the application of the rules regarding coherence or intervention, either – in the case of related disputes – to renounce any arbitration proceedings for the purpose of intervening in another judicial procedure, or – conversely – to renounce a judicial procedure for the purpose of taking part in multi-party arbitration. In the case of dissension, preference will be given to the procedure introduced first.

PART II - SPECIFIC CONDITIONS

TITLE 1: DEFINITIONS

ART. II.1   DEFINITIONS

Except where there is further specification aimed at application for the purposes of the BSP Contract mFRR, and without ignoring the stipulations of the General Conditions, public order, the concepts defined in the Electricity Act, the electricity decrees and/or ordinances in relation to the organization of the electricity market and/or the various applicable Grid Codes and EU network codes and guidelines, as amended from time to time, are also included for the purposes of the BSP Contract mFRR in the sense of these statutory or regulatory definitions.

In addition, the following definitions apply for the purposes of the BSP Contract mFRR:

1.	Accepted Transfer of Obligation	A quantity of mFRR Capacity to be made available by the BSP (respectively by a Counterpart BSP) to ELIA resulting from a transfer of obligation from the Counterpart BSP (respectively the BSP) to the BSP (respectively Counterpart BSP), and declared to ELIA by the BSP and the Counterpart BSP;
2.	Access Point(s)	As defined in article 2 §1 29° of the Federal Grid Code for an access to the transmission grid of ELIA. For an access to the ELIA Grid other than transmission grid, or to a Public Distribution grid, or to a CDS: a point, defined by physical location and voltage level, at which access to the ELIA Grid other than transmission grid, or to a Public Distribution Grid, or to a CDS is granted, with a goal to injecting or taking off power, from an electricity generation unit, a consumption facility, a non-synchronous storage facility, connected to this grid;
3.	Automatic Frequency Restoration Reserve or "aFRR"	As defined in article 3(99) of the SOGL;
4.	aFRR Downwards Power	The quantity (MW) of aFRR power in the downward direction;
5.	aFRR Upwards Power	The quantity (MW) of aFRR power in the upward direction;
6.	Balance Responsible Party or "BRP"	As defined in article 2(7) of the EBGL and listed in the register of Balance Responsible Parties;
7.	Balancing Rules	A document, approved by the CREG, describing the market operation rules for the compensation of quarter-hourly imbalances, pursuant to article 200 §1 of the Federal Grid Code;
8.	Balancing Services	As defined in article 2(3) of the EBGL;
9.	Balancing Service Provider	The Balancing Service Provider, as defined in article 2(6) of the EBGL, and identified on the first page of the BSP Contract mFRR;

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	or "BSP"	
10.	Baseline	Value (in MW) representing an estimation of the average power on a quarter-hourly basis of the power that would have been measured on the considered Delivery Point without an activation;
11.	Bidding Obligations for mFRR Capacity Bids	The obligations to be respected by the BSP when submitting mFRR Capacity Bids;
12.	BSP-DSO Contract	An agreement between the BSP and DSO allowing the BSP to provide the mFRR Service to ELIA with the Delivery Points listed in the corresponding BSP-DSO Contract;
13.	BRP_{BSP}	The Balance Responsible Party, appointed by the BSP, to take in its balancing perimeter the responsibility for the energy volumes requested by ELIA to the BSP for each quarter-hour of a mFRR Service activation. In case Transfer of Energy applies, the supplied energy is allocated to its balancing perimeter in accordance with the ToE Rules;
14.	BRP_{source}	The Balance Responsible Party of the Access Point of the Grid User;
15.	BRP Contract	The contract concluded between ELIA and the BRP pursuant to articles 219 and 220 of the Federal Grid Code;
16.	BSP Contract mFRR	Balancing service provider contract for the manual Frequency Restoration Reserve;
17.	Capacity Contracting Time Unit or "CCTU"	A period of 4 hours for which the mFRR Capacity Bids offered by the BSP to ELIA can be activated as mFRR Energy Bids. A single capacity auction is performed per CCTU;
18.	CDS	As defined in article 2 §1 3° of the Federal Grid Code. For the purpose of these Specific Conditions, CDS refers to CDS connected to the ELIA Grid;
19.	CDS Metering Technical Info Checklist	Report demonstrating that minimum metering requirements for the metering facility at a CDS Delivery Point set by ELIA are fulfilled;
20.	CDS Operator or "CDSO"	A natural or legal person appointed by the relevant authority as the operator of the CDS;
21.	CIPU Contract	The contract for the Coordination of Injection of Production Units concluded with ELIA, or any other regulated contract(s) that will replace the CIPU Contract, in accordance with the dispositions in article 377 of the Federal Grid Code;

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22.	Connection Contract	As defined in article 2 §1 9° of the Federal Grid Code;
23.	Contract with Valorization of the Deviation or "Pass-Through Contract"	Contract by which the Supplier valorizes the difference between the nomination and the final position of the Grid User, as described in CREG Decision 1677[2];
24.	Coordinable or "C"	Characteristic of a Delivery Point DP_{SU} which is technically capable of modifying its power injection on the Elia Grid upon request by ELIA, within 15 minutes;
25.	Counterpart BSP	The party, holding a valid BSP Contract mFRR, with whom the BSP concludes a Transfer of Obligation;
26.	Day	Period of one Day starting at 00:00 CET morning until 24:00 CET;
27.	Daily Schedule	The program of production of a Technical Unit (in MW), given on a quarter-hourly basis[3], provided to ELIA in day-ahead and updated in accordance with the rules of the CIPU Contract;
28.	Delivery Point	A point on an electricity grid or within the electrical facilities of a Grid User, where a Balancing Service or strategic reserve service is delivered. This point is associated with one or several metering(s) and/or measures, according to dispositions of the BSP Contract mFRR, that enable(s) ELIA to control and assess the delivery of the mFRR Service;
29.	Delivery Point DP_{SU} or "DP_{SU}"	Delivery Point for which ELIA receives Daily Schedules (in MW), in accordance with the CIPU Contract and that has to be offered as a single unit in mFRR Energy Bid;
30.	Delivery Point DP_{PG} or "DP_{PG}"	Delivery Point for which ELIA does not receive Daily Schedules and that can be pooled in Providing Group(s) when offered in mFRR Energy Bid(s);
31.	Direct Activation	An activation of a mFRR Energy Bid for which the request is sent by ELIA 3 minutes before the beginning of the concerned activation;
32.	$DP_{mFRR,cb,up}$	The contribution (in MW) of a Delivery Point to the Pool supplying mFRR Capacity. This value is positive ;
33.	$DP_{mFRR,max,down}$	The maximum mFRR Power (in MW), in absolute value, that can be supplied by a Delivery Point downwards. This value is negative;
34.	$DP_{mFRR,max,up}$	The maximum mFRR Power (in MW) that can be supplied by a Delivery Point upwards. This value is positive;

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[2] Or any amended version
[3] As described in the procedure "nomination" and "exploitation" in the CIPU Contract

35.	Electrical Zone	The Elia Grid is divided in a number of electrical zones. Elia assess on a regular basis whether a review of the number of zones is needed. At the moment of submitting the BSP Contract mFRR, the number of zones is ten: 380, Hainaut East, Hainaut West, Langerbrugge East, Langerbrugge West, Ruien, Merksem, Stalen, Liège and Schaerbeek. However this number can change if operational security analysis indicates a need;
36.	ELIA Grid	The electricity grid to which ELIA holds the property right or at least the right of using and operating it, and for which ELIA has been appointed as system operator;
37.	ELIA-Supplier Contract	Contract ELIA-Supplier for the exchange of data related to the Transfer of Energy;
38.	ENTSO-E	European Network of Transmission System Operators for Electricity;
39.	FCR Downward Power	The quantity (in MW) of FCR power in the downward direction;
40.	FCR Upward Power	The quantity (in MW) of FCR power in the upward direction;
41.	Federal Grid Code	The provisions of the Royal Decree of 22 April 2019, as amended from time to time, establishing a federal technical regulation for the management of and access to the transmission grid;
42.	Final Client	As defined in article 2 14° of the Electricity Act. For contractual relations with ELIA, the Final Client is the Grid User itself or is represented by the Grid User;
43.	Forced Outage	An unplanned removal (full or partial) of a Technical Unit providing the mFRR Service for any urgent reason that is not under the operational control of the BSP;
44.	Frequency Containment Reserve or "FCR"	As defined in article 3 (6) of the SOGL;
45.	Grid User	As defined in article 2 §1 57° of the Federal Grid Code for a Grid User connected to the ELIA Grid or to Public Distribution Grid; or as defined in article 2 §1 58° of the Federal Grid Code for a Grid User connected to a CDS;
46.	Grid User Declaration	The official declaration of the Grid User provided to ELIA, containing proof of the agreement between the BSP and the Grid User to provide the mFRR Service at one (or more) specific Delivery Point(s);
47.	Headmeter	A (group of) meter(s), as defined in article 2 §1 5° of the Federal Grid Code, associated with the Access Point as determined by ELIA, or the

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		DSO (for the Public Distribution Grid), installed by ELIA for the ELIA Grid and the DSO for the Public Distribution Grid;
48.	Headmetering	The recording of active energy, as defined in article 2 §1 4° of the Federal Grid Code, by means of a Headmeter;
49.	Injection	The injection of active power as measured at the Delivery Point. The term injection is used to designate a certain sense of energy flow and does not exclusively refer to the technical means with which mFRR Service is provided;
50.	LFCBOA	LFC block operational agreement ELIA, in accordance with article 119 of the SOGL;
51.	LFC Means	A document, approved by the CREG, describing the methodology to determine the volumes of balancing capacity for aFRR and mFRR for the ELIA LFC block, pursuant to article 228 §3 of the Federal Grid Code;
52.	Limited Coordinable or "LC'"	Characteristic of a Delivery Point DP_{SU} which is technically capable of modifying its power injection on the Elia Grid upon request by ELIA, within 15 minutes or more depending on technical and/or organizational constraints;
53.	Load –Frequency Control Block or "LFC Block"	As defined in article 3 (18) of the SOGL;
54.	Manual Frequency Restoration Reserve or "mFRR"	Frequency Restoration Reserve (FRR), as defined in article 3 (7) of the SOGL, that can be activated manually;
55.	$mFRR_{max,flex}$	The maximal volume (in MW) of mFRR Flex that can be offered by the BSP in capacity auctions;
56.	$mFRR_{max,std}$	The maximal volume (in MW) of mFRR Standard that can be offered by the BSP in capacity auctions;
57.	mFRR Awarded	The quantity of the mFRR Capacity (in MW) awarded by ELIA to the BSP for a certain CCTU, in relation to the BSP Contract mFRR;
58.	mFRR Balancing Energy Gate Closure Time or "mFRR Balancing GCT"	The Balancing Energy Gate Closure Time, as defined in article 2(27) of the EBGL, for the mFRR Service. The mFRR Balancing GCT is 45 minutes before the beginning of the concerned quarter-hour;

59.	mFRR Capacity	A volume of balancing capacity, as defined in article 2(5) of the EBGL, in the framework of the mFRR Service;
60.	mFRR Capacity Bid	A combination of an offered volume (in MW) and a price (in €/MW/h), allowing ELIA to procure the mFRR Capacity for a defined CCTU;
61.	mFRR Capacity Gate Closure Time or "mFRR Capacity GCT"	The point in time when submission or update of a mFRR Capacity Bid is no longer permitted;
62.	mFRR Capacity Gate Opening Time or "mFRR Capacity GOT"	The point in time as of which submission (or update) of a mFRR Capacity Bid can start;
63.	mFRR Capacity Product	One of the mFRR Capacity Products, being either mFRR Standard or mFRR Flex;
64.	mFRR Energy Bid	A combination of a volume (in MW) and a price (in €/MWh), submitted by the BSP to ELIA for activation;
65.	mFRR Flex	The mFRR Capacity Product characterized by a limited activation time and a neutralization time between two successive activations;
66.	mFRR Made Available	The mFRR Power (in MW) of the mFRR Capacity actually made available to ELIA by the BSP through submission of mFRR Energy Bid(s);
67.	mFRR Missing MW	The difference (in MW) between mFRR Requested for an availability test and the mFRR Supplied by the BSP;
68.	mFRR Obligation	The sum of mFRR Awarded and Accepted Transfers of Obligation of the mFRR Service;
69.	mFRR Power	A quantity of mFRR Service expressed in MW;
70.	mFRR Requested	The mFRR Power requested (in MW) by ELIA to a BSP for a certain quarter-hour. In case that mFRR Requested is an upward (respectively downward) activation of the mFRR Service, this value is positive (respectively negative);
71.	mFRR Service	The Balancing Service that is governed by the BSP Contract mFRR, comprising only the provision of mFRR Energy Bids or both the provision of mFRR Capacity and mFRR Energy Bids;

72.	mFRR Standard	The mFRR Capacity Product characterized by an unlimited activation time and no neutralization time;
73.	mFRR Supplied	The quantity of mFRR Power (in MW) physically supplied by the BSP to ELIA;
74.	Month	Period starting at 00:00 CET the 1st Day of the month until 24:00 CET the last Day of the month;
75.	Offtake	Value indicating the offtake of active power at a Delivery Point. The term offtake is used to designate a certain sense of energy flow and does not exclusively refer to the technical means with which mFRR Service is provided;
76.	Open Qualification Procedure	A qualification procedure in accordance with public procurement rules in which candidates for provision of the mFRR Service are screened based on criteria set by ELIA in a publication on ted.europe.eu;
77.	Opt Out Regime	As defined in the ToE Rules. In case all concerned parties are the same entity, this is considered as an implicit Opt Out;
78.	Opt Out Arrangement	Arrangement, according to which the BSP, the BRP_{BSP}, the $BRP(s)_{source}$ and Supplier(s) of a Delivery Point jointly agree to enter in an Opt-Out Regime;
79.	Pass-Through Regime	As defined in ToE Rules;
80.	Pmax Available	The maximum power (in MW), that the Delivery Point DP_{SU} can inject into (or take off) the ELIA Grid for a certain quarter-hour, taking into account all technical, operational, meteorological or other restrictions known at the time of notification to ELIA with the Daily Schedule, without taking into account any participation of the Delivery Point DP_{SU} in the provision of Balancing Services;
81.	Pmin Available	The minimum power (in MW), that the Delivery Point DP_{SU} can inject into (or take off) the ELIA Grid for a certain quarter-hour, taking into account all technical, operational and meteorological or other restrictions known at the time of notification to ELIA with the Daily Schedule, without taking into account any participation of the Delivery Point DP_{SU} in the provision of Balancing Services;
82.	Pool	The complete list of Delivery Points included by the BSP in the BSP Contract mFRR or in the BSP-DSO Contract;
83.	Power Measured or "Pmeasured"	The net active power, i.e. the difference between gross offtake and gross injection, measured at a Delivery Point. Net offtake from the Elia Grid is considered as a positive value, net injection into the Elia Grid is considered as a negative value;

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84.	Procedure For Delivery Point Acceptance	Procedure to ensure the compliance of the Delivery Point to all conditions required to participate in the mFRR Service;
85.	Procedure For BSP Acceptance	Procedure to ensure the compliance of the BSP to all conditions required to participate in the mFRR Service;
86.	Providing Group	Any subset of Delivery Points part of the Pool of the BSP;
87.	Public Distribution Grid	As defined in article 2 §1 49° of the Federal Grid Code;
88.	Public Distribution System Operator or "DSO"	A natural personal or legal entity appointed by the designated regional regulator or regional authority, who is responsible for the exploitation, the maintenance and, if necessary, the development of the Public Distribution Grid in a certain zone and, where applicable, for its interconnectors with other systems and who is responsible of guaranteeing the long-term ability of the Public Distribution Grid to meet reasonable demands for electricity distribution;
89.	Red Zone	A zone that shows a congestion risk as determined by ELIA;
90.	Rules for the Organization of the Transfer of Energy or "ToE Rules"	The set of rules, as defined by article 19bis §2 of the Electricity Act and approved by the CREG, that lay down the principles for Transfer of Energy;
91.	Scheduled Activation	An activation of a mFRR Energy Bid requested by ELIA for which the start of the activation is the beginning of the next quarter-hour;
92.	Strategic Reserve Contract	A contract for strategic generation reserve or a contract for strategic demand reserve;
93.	Submeter Technical Info Checklist	Report demonstrating that the minimum technical requirements established by ELIA for the Submetering facility are fulfilled;
94.	Submeter	Either a meter, as defined in article 2 §1 5° of the Federal Grid Code, situated downstream of the Headmeter; or, an equation between one or more meter(s) situated downstream of the Headmeter and/or the Headmeter;
95.	Submetering	The recording of active energy, as defined in article 2 §1 4° of the Federal Grid Code, by means of a Submeter;
96.	Submetering Delivery Point	A Delivery Point for which the mFRR Power is measured by Submetering;

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97.	Supplier	As defined in article 2 15°bis of the Electricity Act;
98.	Technical Unit	A facility connected within the LFC Block of ELIA;
99.	Technical Pmax	A data that indicates the installed capacity (in MW) of a DP_{SU}, in line with articles 45 and 48 of the SOGL, as mentioned in the CIPU Contract;
100.	Transfer of Energy or "ToE"	As defined in article 19bis §2 of the Electricity Act;
101.	Transfer of Obligation	Part or all of the quantity of mFRR Awarded, that the BSP (respectively a Counterpart BSP) transfers to a Counterpart BSP (respectively the BSP);
102.	Transfer Price	The price agreed upon during the commercial negotiation between the BSP and a Supplier for the financial compensation between the BSP and the concerned Supplier in case Transfer of Energy applies. In case of lack of agreement on the financial compensation between the BSP and the Supplier, the Transfer Price by default is determined, based on a CREG decision, in application of the article 19bis §4 of the Electricity Act;

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TITLE 2: CONDITIONS FOR PARTICIPATION TO THE SERVICE

ART. II.2   CONDITIONS FOR BSP

II.2.1   The BSP complies with conditions set forth in the Open Qualification Procedure as explained in Annex 1.A.

II.2.2   The BSP has designated a BRP_{BSP}, being either:

- himself: in this case, a notification is sent by the BSP to ELIA;
- another party: in the latter case, the BSP provides the name of the BRP_{BSP} complemented by an electronic copy of the signed declaration of the BRP_{BSP}, established according to the template provided in Annex 1.B.

The BSP communicates the required information by e-mail to the contractual responsible of ELIA designated in Annex 16.

II.2.3   ELIA is entitled to evaluate, at any time during the validity period of the BSP Contract mFRR, whether the BSP complies with the conditions mentioned in Art. II.2.1 and II.2.2. For the avoidance of doubt, this does not entail any right for ELIA to physically access BSP assets but without prejudice to any other regulation, i.e. the Federal Grid Code, regarding access to the Grid User connection installations

II.2.4   If the BSP no longer complies with conditions in Art. II.2.1 and II.2.2, ELIA will notify the BSP by registered letter. If the BSP remains uncompliant to these conditions 15 Working Days after reception of notification, the BSP Contract mFRR will be terminated in accordance with Art. I.11 of the General Conditions. As a consequence, after termination of the BSP Contract mFRR, the BSP must apply again to the Open Qualification Procedure and comply with requirements of Art. II.2.1 and II.2.2 if he wishes to sign a new BSP Contract mFRR with ELIA to renew his participation to the Service.

II.2.5   The Parties shall ensure that the proper performance of the BSP Contract mFRR is always based on the existence and proper performance of the requisite contractual agreements with third parties involved.

ART. II.3   CONDITIONS FOR DELIVERY POINTS

II.3.1   A Delivery Point may be any Technical Unit or a group of Technical Units identified by:

- a Headmeter at an Access Point connected to the ELIA Grid or to a CDS;

- a Headmeter at an Access Point connected to the Public Distribution Grid;

- a Submeter within the electrical facilities of a Grid User downstream of an Access Point connected to the ELIA Grid or to a CDS;

- a Submeter within the electrical facilities of a Grid User downstream of an Access Point connected to the Public Distribution Grid.

II.3.2   All Delivery Points must comply with the metering requirements set forth in Annex 3.

II.3.3   All Delivery Points, as mentioned in Art. II.3.1 are related to Access Point(s) included in valid Access Contract(s) and are in the Perimeter of a BRP_{source} having a valid BRP Contract.

II.3.4   The BSP declares that an upward (respectively downward) activation of the mFRR Service at any Submetering Delivery Point has   an overall effect of either reducing (respectively increasing) net offtake or increasing (respectively decreasing) net injection at the level of the Access Point. ELIA will request a sound justification to the BSP in case no visible effect at the level of the Access Point is observed, during an activation of the mFRR Service. If such a justification cannot be provided or remains insufficient, ELIA reserves the right to disqualify the Delivery Point after notification to the CREG.

II.3.5   Delivery Points DP_{SU} can only be part of the Pool of the BSP at the condition that the BRP_{source} holds a valid CIPU Contract for the concerned Delivery Points DP_{SU}[4].

II.3.6   Any Delivery Point DP_{SU}, deemed as Coordinable (C) or Limited Coordinable (LC) listed in Annex 1.B of the CIPU Contract, and for which the obligations in article 226 §1 of the Federal Grid Code apply, are automatically included in the Pool of the BSP.

II.3.7   All Delivery Points DP_{PG}, connected to the ELIA Grid or to a CDS, must have successfully completed the following applicable elements of the procedure for Delivery Point DP_{PG} acceptance, pursuant to Annex 2:

- if the BSP is not the Grid User of concerned Delivery Point DP_{PG}: a Grid User Declaration is provided to ELIA, as specified in template of Annex 2.A;

- the choice of the Baseline[5] for each Delivery Point DP_{PG}, according to the applicable methods listed in Annex 2.D;

- in case of Submetering: Submeter Commissioning Test is completed, as specified in Annex 2.G;

- in case of Delivery Points DP_{PG} within a CDS: a CDSO declaration is provided, as specified in Annex 2.H.

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[4] During the transition period in which the party that is appointed as BRP_{source} takes the role of outage planning agent and scheduling agent for the concerned Delivery Point DP_{SU} in compliance with article 377 of the Federal Grid Code, the same party undertakes the roles of the BSP and the BRP_{source}.

[5] The Baseline is the reference that will be used to determine the mFRR Supplied as well as the $mFRR_{max,std}$ and the $mFRR_{max,flex}$.

II.3.8　　　The BSP and ELIA agree on the list of Delivery Points connected to the ELIA Grid or to a CDS in accordance with template provided in Annex 4. The BSP declares that all listed Delivery Points connected to the ELIA Grid or to a CDS are compliant with all applicable conditions, as per Art. II.3, and technically capable to provide the mFRR Service.

II.3.9　　　The agreed list of Delivery Points connected to the ELIA Grid or to a CDS, based on template in Annex 4, should at all times be kept up to date by the BSP.

II.3.10　　The agreed list of Delivery Points connected to the ELIA Grid or to a CDS may be modified by submitting an updated list, based on template in Annex 4, via e-mail to the contractual responsible as mentioned in Annex 16, under the following conditions:

- At the moment of the notification by the BSP, the Delivery Point(s) to be added must be in respect of all applicable conditions, pursuant to Art. II.3.

- Following the request by the BSP of an update of Annex 4, ELIA disposes of 5 Working Days to approve the modifications and notify the approval (or reasons for rejection) to the BSP by e-mail to the contractual responsible, as per Annex 16.

- The addition of a Delivery point does not modify the maximal mFRR Power of any mFRR Capacity Product ($mFRR_{max,std}$, $mFRR_{max,flex}$) that can be offered by the BSP in capacity auctions. In order to increase the $mFRR_{max,std}$ and/or the $mFRR_{max,flex}$, the BSP asks a prequalification test in accordance with Art. II.7.

- The updated list of Delivery Points becomes effective no later than 5 Working Days following the notification of acceptance by ELIA. The exact date of entry into force is agreed between ELIA and the BSP.

- In case of removal of a Delivery Point participating to one or more mFRR Capacity Product(s), ELIA will update the maximal mFRR Power of each relevant mFRR Capacity Product ($mFRR_{max,std}$ and/or $mFRR_{max,flex}$) that can be offered by the BSP in capacity auctions in accordance with dispositions of Annex 6.C.

- The BSP is responsible to take, in due time, all actions necessary for technical integration, and ensures that the Delivery Point is operational at the agreed moment.

II.3.11　　For each Delivery Point DP_{SU} connected to the ELIA Grid or to a CDS, the following values in Annex 4 are determined as follows:

- the $DP_{mFRR,max,up}$ – relevant for participation to mFRR Capacity Products and upwards non-contracted mFRR Energy Bids – is determined by the Technical Pmax of the concerned DP_{SU};

- the $DP_{mFRR,cb,up}$ – relevant for participation to mFRR Capacity Products – is equal to the result of the prequalification test pursuant to Art. II.8;

- the $DP_{mFRR,max,down}$ – relevant for participation to downwards non-contracted mFRR Energy Bids – is determined by the Technical Pmax of the concerned DP_{SU};

In case one of the aforementioned values does not apply, the BSP should indicate "N/A" in Annex 4.

II.3.12　　For each Delivery Point DP_{PG} connected to the ELIA Grid or to a CDS, the BSP declares in Annex 4 the following values:

- the $DP_{mFRR,max,up}$ – relevant for participation to mFRR Capacity Products and upwards non-contracted mFRR Energy Bids;

- the $DP_{mFRR,cb,up}$ – relevant for participation to mFRR Capacity Products ;

- the $DP_{mFRR,max,down}$ – relevant for participation to downwards non-contracted mFRR Energy Bids;

In case one of the aforementioned values does not apply, the BSP should indicate "N/A" in Annex 4.

II.3.13   The Baseline, pursuant to Art. II.3.7, may be modified by submitting a request by e-mail to the contractual responsible designated in Annex 16. The modification will only be effective on the condition that a prequalification test is performed, in accordance with dispositions of Annex 6.D. Consequently, $mFRR_{max,std}$ and/or $mFRR_{max,flex}$ will be updated.

II.3.14   ELIA reserves the right to refuse the choice of the Baseline, as per section 9.2.2 of the ToE Rules. In such a case ELIA will provide the BSP with a sound justification and notify the CREG.

II.3.15   A Delivery Point may be disqualified if the participation of the Delivery Point in the mFRR Service jeopardizes the security of the ELIA Grid, the Public Distribution Grid or the CDS. In such a case, a sound justification is provided to the BSP and to the CREG.

ART. II.4 CONDITIONS FOR APPLICATION OF THE TRANSFER OF ENERGY

Financial guarantee

II.4.1 Prior to the entry into force of the BSP Contract mFRR, the BSP has to provide ELIA with a proof of a bank guarantee related to the application of the Transfer of Energy for all Delivery Points concerned, as provided by article 7.1 of the ToE Rules.

II.4.2 The bank guarantee complies with all provisions of chapter IV of CREG Decision 1677[6].

II.4.3 The template for the bank guarantee, approved by the CREG, is published on ELIA website.

Transfer of Energy regime

II.4.4 Transfer of Energy, resulting in a Transfer Price (possibly being Transfer Price by default), is only applicable to Delivery Points presenting a positive yearly average net offtake, as foreseen by sections 7.3 and 10.2 of the ToE Rules.

II.4.5 A Delivery Point characterized by a positive yearly average net offtake can be part of the Pool of the BSP if one of the following conditions is satisfied:

- The Delivery Point is linked to an Access Point included in a Pass-Through Contract, as declared to ELIA in the ELIA-Supplier Contract. Consequently, the concerned Delivery Point enters into a pass-through regime, in accordance with ToE Rules.

- A proof that an Opt Out Arrangement applies between the BSP, the Supplier(s), the BRP(s)source and the BRP_{BSP}, as per template provided in Annex 2.B, has been provided to ELIA. Consequently, the concerned Delivery Point enters into an opt-out regime, in accordance with ToE Rules. In case of an implicit Opt Out, such a proof is not required.

- A proof of an agreement between the BSP and the Supplier(s) on the Transfer Price, as per template provided in Annex 2.C, has been provided to ELIA.

- A copy of the CREG decision, authorizing the BSP and the Supplier(s) to apply the Transfer Price by default[7], has been provided by the BSP to ELIA.

II.4.6 Any other Delivery Point can only be part of the Pool of the BSP if one of the following conditions is satisfied:

- The Delivery Point is linked to an Access Point included in a Pass-Through Contract, as declared to ELIA in the ELIA-Supplier Contract. Consequently, the concerned Delivery Point enters into a pass-through regime, in accordance with ToE Rules.

- A proof that an Opt Out Arrangement applies between the BSP, the Supplier(s), the BRP(s)source and the BRP_{BSP}, as per template in Annex 2.B, has been provided to ELIA. Consequently, the concerned Delivery Point enters into an Opt Out Regime, in accordance with ToE Rules. In case of an implicit Opt Out, such a proof is not required.

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[6] Or any amended version

[7] The Transfer Price by default may be replaced at any time by a Transfer Price in case a successful commercial negotiation between the BSP and the Supplier is reached.

ART. II.5   COMBINABILITY CONDITIONS

II.5.1   A Delivery Point providing mFRR Service cannot be a part of any Strategic Reserve Contract;

II.5.2   A Delivery Point providing mFRR Service can participate to   a contract for FCR and/or a contract for aFRR at the condition that the BSP is the same party;

II.5.3   Any other Delivery Point, upstream or downstream of the Delivery Point supplying mFRR Service, cannot be part of any other Balancing Service, including mFRR Service itself, or Strategic Reserve Contract with ELIA, independently from the fact that the BSP is the same party. However, if the BSP of both Delivery Points is the same party, ELIA will tolerate the situation, only for the FCR, at the condition that the BSP renounces to invoke any influence of the Balancing Service supplied downstream on the Balancing Service supplied upstream.

TITLE 3: COMMUNICATION TEST AND PREQUALIFICATION TEST

ART. II.6   COMMUNICATION TEST

II.6.1   After signature of the BSP Contract mFRR and before submission of any mFRR Capacity Bid or mFRR Energy Bid, the BSP must successfully complete the communication test as specified in Annex 5.

II.6.2   The BSP must respect the requirements of the communication test at all times during the validity of the BSP Contract mFRR. If the BSP no longer complies with these requirements, the BSP is temporarily excluded from the mFRR Service starting from the moment of notification by ELIA. The BSP has to succeed a new communication test in order to be considered again by ELIA for the provision of the mFRR Service by ELIA. If the non-compliance is observed for a period for which the BSP has a mFRR Obligation, penalties described in Art. II.16.1 and II.16.3 apply.

II.6.3   In case of non-respect of Art. II.6.1, the BSP is not allowed to participate neither in capacity auctions nor in mFRR Energy Bid submission.

II.6.4   The general liability regime organized by Art. I.6 of the General Conditions is applicable ~~to the BSP~~ during the communication test.

ART. II.7   PREQUALIFICATION TEST

II.7.1   Pursuant to article 159 of the SOGL, the BSP must perform the prequalification test as specified in Annex 6, prior to first participation in capacity auctions.

II.7.2   Signature of the BSP Contract mFRR and achievement of the communication test, as described in Art. II.6, are required before performance of a prequalification test.

II.7.3   The outcome of the prequalification test(s), as provided by Annex 6, determines the maximal mFRR Power for each mFRR Capacity Product ($mFRR_{max,std}$ and $mFRR_{max,flex}$ respectively for mFRR Standard and mFRR Flex) that can be offered to ELIA by the BSP in capacity auctions. Subject to conditions of Art. II.7.2, the BSP can request to perform a prequalification at any moment following provisions of Annex 6.

II.7.4   For Delivery Points DP_{SU}, the prequalification test is performed at the level of the Technical Unit for each operating mode[8] of the Technical Unit. In case of multiple operating modes, ELIA will consider the maximal result of the different prequalification tests to determine the $DP_{mFRR,cb,up}$, the $mFRR_{max,std}$ and the $mFRR_{max,flex}$.

II.7.5   For Delivery Points DP_{PG}, the prequalification test may be performed on a Providing Group of Delivery Points in accordance with the rules set forth in Annex 6, and taking into account that a Delivery Point DP_{PG} can only be included in one prequalification test at the same time.

II.7.6   All Delivery Points participating to provision of one or more mFRR Capacity Product(s) must complete the corresponding prequalification test(s) at least every 5 years, as foreseen in article 159(6) of the SOGL.

II.7.7   The prequalification test will not be considered as an activation as described in Art. II.11.

II.7.8   The Transfer of Energy for concerned Delivery Points applies for the prequalification test. As a consequence, any Delivery Point participating to a prequalification test should prior be part of the Pool of the BSP.

II.7.9   In case a prequalification test is performed, based on Delivery Points for which Transfer of Energy applies, the corresponding mFRR Supplied will be taken into account for the computation of the minimal amount of the bank guarantee, pursuant to Art. II.4.2.

II.7.10   The BSP is not remunerated for the prequalification test.

II.7.11   The parties have the right to abort the prequalification test at any moment for security reasons. The party who takes the decision immediately informs the other party by phone call to the real-time contact, as per Annex 16 and by e-mail to the contractual responsible as per Annex 16. The e-mail should include the justification for suspension of the prequalification test.

II.7.12   The general liability regime organized by Art. I.6 of the General Conditions is also applicable to the BSP during the prequalification test.

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[8] For instance, in case a CCGT may participate as a CCGT or as an OCGT, two prequalification tests should be foreseen: one for the OCGT operating mode and one for the CCGT operating mode.

TITLE 4: CAPACITY AND ENERGY PROCUREMENT

ART. II.8   PROCUREMENT OF MFRR CAPACITY

II.8.1   ELIA will procure all mFRR Capacity Products, for which main characteristics are listed in table 1, by running a capacity auction for each CCTU.

	mFRR Standard	mFRR Flex
Procurement	capacity auction per CCTU	capacity auction per CCTU
Maximal activation duration	limited by the end time of the mFRR Energy Bid	limited by the end time of the mFRR Energy Bid with a maximum of 4 hours
Maximal number of activations	unlimited	Unlimited taking into account the neutralization time between 2 activations
Neutralization time between 2 activations	not applicable	8 hours at mFRR Energy Bid level
Activation type	Direct Activation Scheduled Activation	Direct Activation Scheduled Activation
Full activation time~~Time for ramp-up~~	Max. 15 minutes	Max. 15 minutes

Table 1 – Characteristics of mFRR Capacity Products

II.8.2   The BSP can participate to capacity auctions at the condition that:

- The BSP holds a valid BSP Contract mFRR;

- The BSP disposes of a positive $mFRR_{max,std}$, pursuant to Art. II.7, if he wants to offer mFRR Standard;

- The BSP disposes of a positive $mFRR_{max,flex}$, pursuant to Art. II.7, if he wants to offer mFRR Flex.

II.8.3   The process, Bidding Obligations for mFRR Capacity Bids, consequences of non-respect, rights and rules for capacity auctions, and awarding criteria are described in Annex 7.

II.8.4   The mFRR Capacity to be procured by ELIA and the repartition between the mFRR Capacity Products are determined in the LFC Means.

II.8.5   All mFRR Capacity Bids submitted by the BSP must be compliant with Bidding Obligations for mFRR Capacity Bids, as described in Annex 7.

II.8.6   mFRR Capacity Bids that are not in line with the rules and Bidding Obligations for mFRR Capacity Bids are rejected by ELIA in accordance with in Annex 7.

II.8.7   The mFRR Awarded is remunerated in accordance with Art. II.15.3.

II.8.8   The mFRR Awarded is part of the mFRR Obligation and consequently the BSP undertakes all necessary actions to provide the mFRR Service for the entire applicable CCTU (without further action by ELIA).

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II.8.9   In case of observation of a bidding behavior that might prejudice market rules and/or fair competition, ELIA will request a sound justification to the BSP by e-mail to the contractual responsible, as per Annex 16. The BSP disposes of 10 Working Days to provide an answer to ELIA. If the provided justification is not satisfying, ELIA informs the BSP by registered letter to the contractual responsible and notifies the CREG. After discussion with the BSP and without satisfying justification of the bidding behavior, ELIA may decide, following consultation of the CREG, to:

- exclude the BSP from capacity auctions for a certain period of time agreed between ELIA and the CREG;

- amend the Bidding Obligations for mFRR Capacity Bids, in accordance with Art. I.10 of the General Conditions.

ART. II.9   TRANSFER OF OBLIGATION

II.9.1   The BSP can transfer in day-ahead or in intraday for a certain quarter-hour part or all of his mFRR Obligation to one or several Counterpart BSP(s) holding a valid BSP Contract mFRR to the date of the performance of the mFRR Obligation.

II.9.2   Similarly, the BSP may agree to make an additional quantity of mFRR Capacity available to ELIA as a result of a Transfer of Obligation from a Counterpart BSP to the BSP.

II.9.3   The BSP should at any time maintain his mFRR Obligation available to ELIA either by providing its mFRR Obligation by himself or by transferring part or all of its mFRR Obligation in accordance with Art. II.9.1.

II.9.4   The Transfer of Obligation may concern all mFRR Capacity Products in accordance with the rules of Annex 8.

II.9.5   The requestor party (being either the BSP or the Counterpart BSP) initiates the Transfer of Obligation. Once the other party (being either the Counterpart BSP or the BSP) has accepted the Transfer of Obligation, the status of concerned Transfer of Obligation becomes accepted. The procedure to be followed by the BSP and the Counterpart BSP in case of a Transfer of Obligation is described in Annex 8.

II.9.6   When the Transfer of Obligation presents a status accepted, as per Art. II.9.5, ELIA adapts the mFRR Obligation of the BSP and the Counterpart BSP for the applicable quarter-hours by:

- adding the volume transferred to the mFRR Obligation of the party taking over the mFRR Obligation;

- reducing by the volume transferred the mFRR Obligation of the party ceding the mFRR Obligation.

The BSP and the counterpart BSP undertake the necessary actions to provide the mFRR Service for the applicable quarter-hours (without any action by ELIA).

II.9.7   Consequently, the availability control, as per Art. II.13, and the activation control as per Art. II.14, the resulting penalties for non-compliance, as per Art. II.16, among other provisions, will be based on the amended mFRR Obligation of the BSP and the Counterpart BSP, resulting from the Transfer(s) of Obligation.

II.9.8   The remuneration for the mFRR Awarded remains fixed, as per Art. II.15.3, irrespective of any Transfers of Obligation that the BSP has agreed with Counterpart BSP(s).

II.9.9   ELIA will not grant any remuneration under Art. II.15.3 to the Counterpart BSP with whom the BSP has agreed a Transfer of Obligation.

II.9.10   Without prejudice to Art. II.9.7, the conditions, financial or otherwise, of the Transfer of Obligation between the BSP and the Counterpart BSP are to be arranged between them. ELIA does not have to be informed nor involved in any decision in this respect beyond the observance of the rules laid down in Annex 8.

II.9.11   Any dispute arising from a failure on the part of the BSP or the Counterpart BSP to comply with his commitments in the framework of the agreement under which they are bound to one another for the Transfer of Obligation will not to be reported to ELIA nor arbitrated by ELIA.

ART. II.10   SUBMISSION OF MFRR ENERGY BIDS

II.10.1   The mFRR Energy Bids for possible activation on Day D have to be submitted by the BSP to ELIA, taking into account Art. II.10.13, at the latest in day-ahead (Day D-1) at 15h, according to the rules set out in Annex 9.

II.10.2   The duration of a mFRR Energy Bid is defined by a multiple of quarter-hours, while its minimal duration is a single quarter-hour.

II.10.3   mFRR Energy Bids can be updated until mFRR Balancing GCT in accordance with the rules set forth in Annex 9.

II.10.4   At mFRR Balancing GCT, an mFRR Energy Bid is a firm commitment by the BSP to supply the corresponding mFRR Power, taking into account Art. II.11.11.

II.10.5   For each quarter-hour, the BSP may choose which Delivery Points, listed in Annex 4 or listed in the BSP-DSO Contract are included in the mFRR Energy Bid, while complying with conditions set forth in Annex 9.

II.10.6   A validation procedure for mFRR Energy Bid, as described in Annex 9.D, is performed each time an (update of a) mFRR Energy Bid is submitted to ELIA. In case of non-compliance with the validation procedure, the concerned mFRR Energy Bid is automatically rejected by ELIA and the BSP is directly notified of mFRR Energy Bid rejection as well as reason for the rejection.

II.10.7   The BSP is responsible for the correctness and accuracy of his mFRR Energy Bids. ELIA cannot be held responsible for any potential mistakes or errors in mFRR Energy Bid submission.

II.10.8   In case a Forced Outage occurs leading to a decrease of the volume offered in a mFRR Energy Bid:

- the BSP makes best effort to informs ELIA of the impacted volume and corresponding estimated duration of the unavailability. The communication is performed by e-mail, according to the template of Annex 9.E, to ELIA real-time contact and copy to the contractual responsible, as per Annex 16, as soon as the BSP notices the Forced Outage;

- the BSP immediately updates the impacted mFRR Energy Bid(s), in accordance with Art. II.10.3.

II.10.9   If, before mFRR Balancing GCT, ELIA sets a Red Zone which concerns a Delivery Point DP_{SU} or Delivery Point DP_{PG} with a $DP_{mFRR,max,up}$ superior or equal to 25 MW (respectively $DP_{mFRR,max,down}$ inferior or equal to -25 MW), included in a mFRR Energy Bid, the BSP receives a message to indicate that the concerned mFRR Energy Bid may be considered as unavailable for activation by ELIA until the end time of the Red Zone. The BSP is requested to make best effort to:

- update his mFRR Energy Bids in order to make available again for activation by ELIA, part or all of the volume of the concerned mFRR Energy Bid.

- shift the mFRR Obligation to other Delivery Point(s), in case the concerned mFRR Energy Bid is submitted in respect of an mFRR Obligation, in order to be able to supply the mFRR Obligation.

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II.10.10   All requirements for the submission of mFRR Energy Bids are described in Annex 9.A to 9.C.

Specific dispositions for non-contracted mFRR Energy Bids by Delivery Points DP$_{SU}$

II.10.11   Any Delivery Point DP$_{SU}$, for which Art. II.3.6 applies, and presenting an outage status "Available"[9] for the concerned quarter-hour(s) is automatically included by ELIA for provision of non-contracted mFRR Energy Bids.

II.10.12   For each quarter-hour, non-contracted mFRR Energy Bids provided by a Delivery Point DP$_{SU}$ consists of:

- a volume determined by ELIA as available for upwards/downwards non-contracted mFRR Energy Bid activation for the concerned Delivery Point DP$_{SU}$, as described in Annex 9;

- a corresponding price, expressed in €/MWh, as offered by the BSP according to dispositions of Annex 9.

Specific dispositions for mFRR Standard and mFRR Flex

II.10.13   For each quarter-hour, the sum of mFRR Energy Bids per mFRR Capacity Product:

- should be equal to the mFRR Obligation of the BSP for the corresponding mFRR Capacity Product;

- should be smaller or equal to the applicable mFRR$_{max,std}$ (respectively mFRR$_{max,flex}$) that can be supplied by the BSP to ELIA.

II.10.14   In case the total volume offered as mFRR Standard in the mFRR Energy Bids (respectively mFRR Flex) submitted for a quarter-hour is not equal to the corresponding mFRR Obligation for the concerned quarter-hour, following rules will apply :

- If the total volume submitted is lower than the mFRR Obligation, mFRR Made Available is capped to the volume submitted for the concerned quarter-hour.

- If the BSP has not submitted any mFRR Energy Bid, the mFRR Made Available is zero for the concerned quarter-hour.

- If the total volume submitted is higher than the mFRR Obligation, the mFRR Energy Bids will not be validated, leading to a situation similar to the case of no submission of mFRR Energy Bids for the concerned quarter-hour.

II.10.15   If, for one quarter-hour, the mFRR Made Available per mFRR Capacity Product is lower than the corresponding mFRR Obligation for the concerned quarter-hour, ELIA will apply penalties as foreseen in Art 16.1

II.10.16   In case a contracted mFRR Energy Bid is impacted by a Forced Outage, and pursuant to Art. II.10.8, after notification to ELIA of the Forced Outage, the BSP disposes of 4 hours to reconstruct the impacted mFRR Obligation. Beyond this delay, ELIA applies penalties in accordance with Art. II.16.1.

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[9] "Available" is an outage status defined in the CIPU Contract

TITLE 5: ACTIVATION

ART. II.11   ACTIVATION

II.11.1   After mFRR Balancing GCT, ELIA may activate partially or entirely one (or more) mFRR Energy Bid(s) according to the specifications set out in Annex 10.A to 10.C.

II.11.2   ELIA activates the mFRR Energy Bids in accordance with the Balancing Rules.

II.11.3   The mFRR Requested by Elia may change on a quarter-hour basis while respecting the specifications of the mFRR Energy Bid activated by ELIA.

II.11.4   During one single activation of a mFRR Energy Bid, ELIA can prolong activation, in accordance with specifications of Annex 10.A to 10.C, while respecting the end time of the concerned mFRR Energy Bid.

II.11.5   A prolongation of the activation does not constitute a new activation.

II.11.6   ELIA can request a Direct Activation or a Scheduled Activation.

II.11.7   The provision of the mFRR Requested must be in respect of the full actvation time as defined in the LFCBOA.The mFRR Requested must be supplied in no more than 15 minutes.

II.11.8   The activation of mFRR Energy Bid is remunerated in accordance with Art. II.15.5.

II.11.9   For each request for activation or prolongation, the BSP must comply with all applicable communication requirements listed in Annex 10.A to 10.C.

II.11.10   In case ELIA activates a mFRR Energy Bid composed of Delivery Points DP_{PG}, the BSP may choose on which Delivery Points, listed in the concerned mFRR Energy Bid, he performs the activation, in accordance with conditions set forth in Annex 10.C.

II.11.11   For non-contracted mFRR Energy Bid related to Delivery Point DP_{SU}, the BSP can accept or reject (part of) the mFRR Requested by ELIA for activation, in accordance with communication requirements of Annex 10.B.

II.11.12   Perimeters of BRP_{BSP} and $BRP(s)_{source}$ are corrected in accordance with dispositions set forth in the BRP Contract and if applicable, in the ToE Rules. The method applied for correction is the "block approach" as described in Annex 10.G.

Additional rules for activation of mFRR Standard and mFRR Flex

II.11.13   The number of activations of mFRR Standard is unlimited.

II.11.14   The number of activations of mFRR Flex is unlimited taking into account the neutralization time between two activations, pursuant to Art. II.11.17.

II.11.15   The duration of a single mFRR Standard activation is only limited to the end time of the concerned mFRR Energy Bid.

II.11.16   The maximal duration of a single mFRR Flex activation is 4 hours per mFRR Energy Bid.

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II.11.17   The neutralization time between two mFRR Flex activations, i.e. the period between the start time of 2 consecutive activations, applies at mFRR Energy Bid level. As a consequence, there shall be at least 8 hours between the start time of 2 consecutive activations of the same mFRR Flex Energy Bid. However, in case of a partial activation of the mFRR Energy Bid, and in order to avoid the neutralization time to apply for the volume not requested by ELIA, the BSP makes best effort to update his mFRR Energy Bids to make the remaining volume available for activation by ELIA.

II.11.18   The BSP has the right to activate at his own expense, all or some of the Delivery Points included in contracted Energy Bid(s), resulting in the unavailability of (part of) the mFRR Obligation of the BSP, if and only if the following criteria are met simultaneously:

- The activation is to compensate for active power that was lost as the result of a Forced Outage, which occurred on a Technical Unit for which the BSP is the BRP_{source} responsible for the injection.

- The other reserve resources (except the reserve resources with a limited activation time) of the BSP are exhausted at that moment, including non-contracted mFRR Energy Bids

- ELIA has granted permission beforehand as described in Annex 10.D.

ART. II.12   EXCHANGE OF INFORMATION

II.12.1   The BSP agrees that metering data from ELIA, the DSO or the CDSO constitute the basis for the availability control, in accordance with Art. II.13, and for the activation control, in accordance with Art. II.14.

II.12.2   For Delivery Points connected to Public Distribution Grid, the mFRR Supplied is determined based on the contractual data set in the BSP-DSO Contract.

II.12.3   Regarding activation of mFRR Energy Bids, the BSP has the responsibility to be able to interpret correctly received messages and respond accordingly at all times, pursuant to Annex 10.

II.12.4   The BSP has the obligation to pro-actively maintain in good functioning order the communication channels. Any failure of activation due to unavailability or dysfunction of these communication channels (without fault by ELIA) is the BSP sole responsibility.

II.12.5   Both Parties can request regular communication tests, as described in Art. II.6, to check whether the communication channels are operational.

II.12.6   ELIA can request the real-time measurements to the BSP in accordance with article 158(1) (e) of the SOGL. ELIA can request real-time measurements related to availability control and/or activation control, pursuant to Art. II.13.8 and II.14.3, until an agreement between the Parties is reached. This request is duly motivated by ELIA to the BSP.

II.12.7   In accordance with Art. I.12.7 of the General Conditions, the exchange of information for the performance of the BSP Contract mFRR is directed to the respective contact persons of the Parties, as mentioned in Art. II.20.

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TITLE 6: AVAILABILITY AND ACTIVATION CONTROL

ART. II.13 AVAILABILITY CONTROL

II.13.1 The availability of the mFRR Capacity will be monitored by ELIA on the basis of availability tests.

II.13.2 Availability tests only apply for mFRR Obligation (being either for mFRR Standard or for mFRR Flex).

II.13.3 An availability test consists of the activation of one or more mFRR Energy Bid(s) corresponding to a volume of mFRR Standard or mFRR Flex for a duration of two quarter-hours:

- First quarter-hour is dedicated to the ramp-up;

- During second quarter-hour the mFRR Requested must be supplied by the BSP.

II.13.4 An availability test can be triggered at any moment by ELIA in accordance with the rules set forth in sections 11.A to 11.C of Annex 11.

II.13.5 Availability tests are not remunerated by ELIA.

II.13.6 The Transfer of Energy, for concerned Delivery Points, applies during the availability test.

II.13.7 ELIA considers an availability test as failed if at least one of the following conditions is satisfied:

- The mFRR Supplied is inferior to the mFRR Requested for the second quarter-hour of the availability test (quarter-hour of delivery);

- The BSP has failed to execute the communications foreseen in sections 10.A to 10.C of Annex 10 (without fault by ELIA);

II.13.8 ELIA checks every Month M the availability test(s) performed during Month M-2, as described in Annex 11.D and informs the BSP via a report as foreseen in Art. II.17.1.

II.13.9 In case of non-compliance of an availability test, in accordance with Art. II.13.7, penalties apply as foreseen in Art. II.16.2 to II.16.4.

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ART. II.14 ACTIVATION CONTROL

II.14.1   ELIA considers an activation of an mFRR Energy Bid as non-compliant if at least one of the following conditions is satisfied:

- The mFRR Supplied is inferior to the mFRR Requested for at least one quarter-hour, in accordance with Art. II.14.2;

- The BSP has failed to execute the communications foreseen in section 10.A to 10.C of Annex 10 (without fault by ELIA);

II.14.2   The control of an activation is performed on a quarter-hourly basis by calculating difference between the mFRR Requested and the mFRR Supplied, as per the method described in Annex 12, for:

- each Delivery Point DP_{SU} concerned by the activation;

- all Delivery Points DP_{PG} designated by the BSP in the confirmation message as described in Annex 10.C.

II.14.3   ELIA checks every Month M that:

- the mFRR Supplied by the BSP, during activations of Month M-2, is compliant with the contractual requirements as foreseen in Art. II.14.1;

- the start-up(s) requested by ELIA on Delivery Points DP_{SU} during Month M-2 have actually been realized by the BSP, in accordance with the rules described in Art. II.14.5.

ELIA informs the BSP via a report as foreseen in Art. II.17.1.

II.14.4   If an activation is deemed as non-compliant, in accordance with Art. II.14.1, penalties apply as foreseen in Art. II.16.5.

II.14.5   A start-up of a Delivery Point DP_{SU} is considered and remunerated by ELIA, pursuant to Art. II.15.12, if all following conditions are satisfied:

- The power injected by the concerned Delivery Point DP_{SU} for the quarter-hour before the start time of the activation and 4 quarter-hours after the end time of the activation is inferior or equal to the Pmin Available for the quarter-hour of start-up.

- The last valid Daily Schedule before the activation is inferior or equal to the Pmin Available for all quarter-hours of the activation as well as for the quarter-hour before and after the concerned activation.

- The start-up is realized in 15 minutes or less, without any Forced Outage occurring during the start-up.

II.14.6   If a Delivery Point DP_{SU} faces a Forced Outage during the start-up, penalties apply in accordance with Art. II.16.6.

TITLE 7: REMUNERATION AND PENALTIES

ART. II.15   REMUNERATION

II.15.1   The remuneration of the mFRR Service consists of a remuneration for the mFRR Awarded and a remuneration for the mFRR Requested.

Remuneration for mFRR Awarded

II.15.2   The remuneration for the mFRR Awarded is based on a paid-as-bid principle.

II.15.3   The remuneration for the mFRR Awarded for a given Month is the sum of the individual remuneration of each awarded mFRR Capacity Bid. The remuneration for one mFRR Capacity Bid is equal to the multiplication of:

- The unit price, in €/MW/h, for the awarded mFRR Capacity Bid in accordance with Art. II.8,

- The number of MW awarded of said mFRR Capacity Bid in accordance with Art. II.8

- The number of corresponding hours of the CCTU concerned.

Remuneration for the mFRR Requested

II.15.4   The remuneration for the mFRR Requested is based on a paid-as-cleared principle. By convention, a positive value corresponds to an amount paid by ELIA to the BSP while a negative value corresponds to an amount paid by the BSP to ELIA.

II.15.5   The remuneration of the mFRR Requested for a given Month is the sum of:

- The remuneration for the mFRR Requested upwards for the concerned Month, as per Art. II.15.6;

- The remuneration for the mFRR Requested downwards for the concerned Month, as per Art. II.15.7.

II.15.6   The remuneration of the mFRR Requested upwards for a given Month is the sum of the individual remuneration of each mFRR Energy Bid activated upwards by ELIA. The remuneration for one mFRR Energy Bid is equal, for each quarter-hour of the activation, to the multiplication of:

- The upwards clearing price in €/MWh for the concerned quarter-hour, in accordance with Art. II.15.8;

- The energy, in MWh, corresponding to mFRR Requested for the concerned quarter-hour. The energy considered is always a positive value, in accordance with the convention applicable for the mFRR Requested.

II.15.7   The remuneration of the mFRR Requested downwards for a given Month is the sum of the individual remuneration of each mFRR Energy Bid activated downwards by ELIA. The remuneration for one mFRR Energy Bid is equal, for each quarter-hour of the activation, to the multiplication of:

- The downwards clearing price in €/MWh for the concerned quarter-hour, in accordance with Art. II.15.9;

- The energy, in MWh, corresponding to mFRR Requested for the concerned quarter-hour. The energy considered is always a negative value, in accordance with the convention applicable for the mFRR Requested.

II.15.8   The upwards clearing price, for each quarter-hour of activation is determined as follows:

- For non-contracted mFRR Energy Bids and mFRR Energy Bids corresponding to mFRR Standard, the upwards clearing price is the maximal price of all mFRR Energy Bids activated upwards by ELIA during the concerned quarter-hour;

- For mFRR Flex, the upwards clearing price is the maximal price of all mFRR Energy Bids corresponding to mFRR Flex, activated upwards by ELIA during the concerned quarter-hour.

II.15.9   The downwards clearing price, for each quarter-hour of activation is the minimal price of all mFRR Energy Bids activated downwards by ELIA during the concerned quarter-hour.

II.15.10   In case a Direct Activation is requested by ELIA, the energy corresponding to the mFRR Requested is calculated based on a pro rata rule, applied as follows:

$$\text{mFRR Requested} * \frac{\Delta t}{15} * \frac{1}{4} \ [\text{MWh}]$$

Where Δt is the duration in minutes of the activation until the start of the next quarter-hour.

The detailed method to calculate the remuneration for mFRR Requested is described in Annex 13.

Remuneration for the start-up

II.15.11   The remuneration for a start-up of a Delivery Point DP_{SU}, pursuant to Art. II.14.5, is calculated based on method described in Annex 13.

ART. II.16 PENALTIES FOR NON-PERFORMANCE OF THE BSP CONTRACT MFRR

Availability control penalties

II.16.1   If ELIA observes, in accordance with Art. II.10.13 and II.10.14, that the mFRR Made Available per mFRR Capacity Product is lower than the mFRR Obligation for a quarter-hour, ELIA applies penalties per mFRR Capacity Product concerned, determined in accordance with Annex 14.A.

II.16.2   If ELIA observes, in accordance with Art. II.13.7, that an availability test has failed, ELIA applies penalties as foreseen in Art. II.16.3 and II.16.4.

II.16.3   A financial penalty, defined per mFRR Capacity Product, applies on any mFRR Missing MW of the considered Month. ELIA establishes, for each availability test of the Month, the number of mFRR Missing MW, per mFRR Capacity Product concerned by the availability test, based on method described in Annex 11.D. The calculation of the penalty is detailed in Annex 14.B.

II.16.4   In case of 2 consecutive failed availability test, ELIA adapts the $mFRR_{max,std}$ and/or $mFRR_{max,flex}$ as defined in Annex 14.C. Elia notifies the modification to the BSP by e-mail to the contractual responsible listed in Annex 16. The date of entry into force (no later than 5 Working Days after the notification by ELIA) for the updated $mFRR_{max,std}$ and/or $mFRR_{max,flex}$ is communicated altogether with the updated value(s). A new prequalification test, pursuant to Art. II.7, has to be performed to increase again the $mFRR_{max,std}$ and/or the $mFRR_{max,flex}$.

Activation control penalties

II.16.5   All Delivery Points common to at least 3 non-compliant mFRR Energy Bid activations, as per Art. II.14.1, and listed in the corresponding confirmation messages, pursuant to Annex 10.C, over the last 6 months (i.e. from M-8 to M-2), will be suspended from the mFRR Service for 30 calendar Days. The list of Delivery Points concerned will be notified to the BSP by e-mail addressed to the contractual responsible designated in Annex 16. The suspension will enter into force 5 Working Days after notification by ELIA. At the end of the suspension period, the concerned Delivery Points are automatically included again in the mFRR Service.

Start-up control

II.16.6   In case a Delivery Point DP_{SU} faces 2 consecutive Forced Outages during a start-up, in accordance with Art. II.14.6, the concerned Delivery Point is suspended from the mFRR Service until a new prequalification test of the concerned Delivery Point DP_{SU}, as foreseen in Art. II.7, is performed and succeeded. The list of Delivery Points concerned will be notified to the BSP by e-mail addressed to the contractual responsible designated in Annex 16. The suspension enters into force 5 Working Days after notification by ELIA.

Forced Outage

II.16.7   In case of Forced Outage of one or more Delivery Points occur, impacting the mFRR Made Available, ELIA applies penalties foreseen under Art. II.16.1 as of expiry of a 4 hour reconstitution time.

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Signature [SP]:

Cap on financial penalties

II.16.8   The sum of financial penalties under Art. II.16.1 and II.16.3 will be subject to a monthly cap, without prejudice to any liability on the part of the BSP for non-fulfillment of his obligations in accordance with Art. I.6 of the General Conditions. The penalty cap is determined as per method detailed in Annex 14.D.

TITLE 8: INVOICING

ART. II.17   INVOICING AND PAYMENT

II.17.1   At the latest by the end of each calendar Month, ELIA presents to the BSP, in a joint validation platform or other channel[10]:

- a report related to the availability control of the mFRR Service provided by the BSP in Month M-2, as foreseen in Art. II.13.8. This report indicates, amongst others, all penalties for Month M-2 as calculated by ELIA in accordance with Art. II.16.1 and II.16.3, showing the method of calculation and all data on which the calculation is based.

- a report related to the activation control of the mFRR Service provided by the BSP in Month M-2, as foreseen in Art. II.14.3. This report indicates, amongst others, the method of calculation and all data on which the calculation is based.

II.17.2   Disputes from the BSP regarding the report and penalties stipulated in Art. II.17.1 must be reported within 25 calendar Days starting from the Day following ELIA provision of the respective report. In such a case, the Parties shall enter into negotiations with each other with a view to reach an agreement, in accordance with Art. I.13 of the General Conditions.

II.17.3   If no agreement can be reached:

- the BSP, when drawing up his pro-forma invoice for Month M as specified in Art 17.4, shall take into account of the penalties calculated by ELIA;

- the Parties shall continue their negotiations with a view to reaching an amicable arrangement and, after concluding their agreement, settle this invoice ex-post;

- if no amicable arrangement is reached, the dispute settlement procedure set out in Art. I.13.2 of the General Conditions shall apply.

II.17.4   Without prejudice to Art. I.5 of the General Conditions, the BSP shall send ELIA Settlement department, in accordance with list of contact persons in Annex 16, his monthly pro-forma invoice no later than on the 25th of each calendar Month M. The pro-forma invoice will include, among other things:

- the remuneration for the mFRR Awarded for the Month M-1, calculated as described in Art. II.15.3;

- the remuneration for the mFRR Requested for the Month M-1, calculated as described in Art. II.15.5;

- the remuneration for the start-ups of Delivery Points DP_{SU} for the Month M-1, calculated as described in Art. II.15.8;

- As the case may be, the availability control penalties Month M-3, as calculated by ELIA under Art. II.16.1 and II.16.3 and reported in accordance with Art. II.17.1;

- the bank account number of the BSP to which payment must be made.

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[10] In that case, ELIA will send to the settlement contact, as listed in Annex 16, an e-mail containing at least the minimal set of data enabling the BSP to check proposal of ELIA.

II.17.5   ELIA shall either approve or reject the pro-forma invoice within 5 Working Days after reception. After approval by ELIA of the pro-forma invoice, the invoice or credit note (in accordance with the pro-forma invoice) may be sent to the Invoicing & Payment department, as per list of contact persons in Annex 16.

II.17.6   Annex 15 includes the appropriation structure to be mentioned by the BSP.

TITLE 9: OTHER DISPOSITIONS

ART. II.18   ACTIVATION OF MFRR SERVICE FOR OTHER PURPOSES

II.18.1   ELIA can activate mFRR Energy Bids[11] including Delivery Point DP_{SU} for internal congestion management purposes[12] in accordance with article 29(3) of the EBGL.

II.18.2   In case of activation of the mFRR Service for internal congestion management, ELIA can request the activation of the concerned mFRR Energy Bid before mFRR Balancing GCT, in accordance with article 29(2) of the EBGL.

II.18.3   In case of activation of a mFRR Energy Bid for internal congestion management, the remuneration for the activation of the concerned mFRR Energy Bid is equal, for each quarter-hour of the activation, to the multiplication of:

- The energy, in MWh, corresponding to mFRR Requested for the concerned quarter-hour;

- The price in €/MWh submitted by the BSP in the concerned mFRR Energy Bid for the concerned quarter-hour. This price is the price applicable for the concerned quarter-hour at the moment of the resquest for activation by ELIA, in accordance with article 30(1) (b) of the EBGL.

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[11] For activation of a mFRR Energy Bid corresponding to mFRR Flex, ELIA takes into account the maximal activation duration (Art. II.11.16) and the neutralization time (Art. II.11.17).

[12] Meaning not at the request of another TSO.

ART. II.19   CONTACT PERSONS

II.19.1   In accordance with Art. I.12.7 of the General Conditions, both parties keep the contact details up to date throughout the validity of the BSP Contract mFRR, by exchanging the filled out template in Annex 16. These exchanges and updates can be done via e-mail.

Drawn up in Brussels in two originals, of which each Party concerned acknowledges having received one. The official version has been drawn up in Dutch and French, without one version taking precedence over the other; the English version is solely for information purposes.

Elia Transmission Belgium N.V./S.A., represented by:

[•]   [•]

[•]   [•]

Date: Date:

[BSP], represented by:

[•]   [•]

[•]   [•]

Date: Date:

PART III - ANNEXES

ANNEX 1. PROCEDURE FOR BSP ACCEPTANCE

This annex describes all the conditions to be fulfilled by the BSP in order to participate in mFRR Service.

1.A   OPEN QUALIFICATION PROCEDURE

Prior to signature of the BSP Contract mFRR, a candidate should apply to become a qualified provider. The conditions to become a qualified provider are listed hereunder:

- Provision of a declaration (referred to as "sworn statement") in which the candidate declares the fulfilment of the obligations related to payment of social security contributions in accordance with the legal provisions, fulfilment of the obligations related to payment of taxes in accordance with the legal provisions, and situation of non-bankruptcy.

- Proof of a sound financial and economical situation of the candidate.

A candidate can apply by submitting a completed application form and the required documents, for the applicable service to ELIA. The application form and the template for the sworn statement can be downloaded on ELIA website or requested by e-mail to contracting_AS@elia.be, with the contractual responsible as designated in Annex 16 in copy.

The application has to be submitted to ELIA at least one month before the date of signature of the BSP Contract mFRR.

1.B   DESIGNATION OF A BRP$_{BSP}$

In accordance with Art. II.2.2, if the BSP designates a third party, he has to submit to ELIA the template document completed and signed by the concerned BRP$_{BSP}$.

Template for BRP$_{BSP}$ designation

[BRP$_{BSP}$] validly represented by Mr/Mrs [Name] in his/her quality as [Function] (hereinafter "The BRP$_{BSP}$") hereby confirms to ELIA that he will be representing [BSP] validly represented by Mr/Mrs [Name] in his/her quality as [Function] (hereinafter "The BSP") for the provision of the mFRR Service as described in the BSP Contract mFRR. This agreement is valid from DD/MM/YYYY to DD/MM/YYYY. The BRP$_{BSP}$ confirms holding a valid BRP Contract with ELIA during the period of validity of this agreement. Any party of this agreement has the right to terminate the agreement unilaterally by registered letter to ELIA and the other party. Termination of the agreement will become effective 10 Working Days after reception by ELIA of the registered letter.

ANNEX 2. PROCEDURE FOR DELIVERY POINT DP$_{PG}$ ACCEPTANCE

This annex describes all the conditions to be fulfilled by a Delivery Point DP$_{PG}$ in order to participate in mFRR Service.

2.A   GRID USER DECLARATION

In accordance with Art. II.3.7, ELIA must receive the proof that the Grid User has signed without reserve the Grid User Declaration. A single Grid User Declaration can include one or a list of Delivery Points related to the concerned Grid User. The Grid User Declaration has to contain at least the following clauses:

- The present Grid User Declaration only applies for the Delivery Points listed in table 1.

- The Grid User hereby acknowledges that all given information in this Grid User Declaration is true and accurate.

- The Grid User hereby acknowledges that he will participate to the mFRR Service only with one party (being the BSP) at the same time and that the list of Delivery Point(s) in table 1 is submitted for only one party (being the BSP) at the same time.

- The Grid User confirms to Elia that his commitment to provide mFRR Service as stipulated in the BSP Contract mFRR does not breach existing contracts with third parties (with whom the Grid User has a contractual or regulated relationship, such as, but not limited to, the Supplier of the Grid User).

- The Grid User hereby gives permission to the BSP to offer the mFRR Service to ELIA as described in the BSP Contract mFRR, from DD/MM/YYYY to DD/MM/YYYY.

- The Grid User acknowledges that the present document is valid for each Delivery Point listed in table 1 until either respective expiry date of the Grid User Declaration or the submission by another party of a new Grid User declaration, for one (or more) of the Delivery Point(s) listed in table 1, signed and validated by the Grid User. The present Grid User Declaration remains valid until its expiry date for all Delivery Points listed in table 1 not concerned by the aforementioned new Grid User Declaration.

- The Grid User hereby gives explicit permission to ELIA to inform the BSP of the measurements of the Delivery Points.

- Details of the concerned Delivery Point(s):

Delivery Point name	Delivery Point identification (EAN)	DP$_{mFRR,max,up}$ [MW]	DP$_{mFRR,max,down}$ [MW]

Table 1 – List of Delivery Point(s) concerned

2.B TEMPLATE FOR THE OPT-OUT ARRANGEMENT

The BSP duly represented by Mr/Mrs [Name] in his/her quality as [Function];

The BRP$_{BSP}$ duly represented by Mr/Mrs [Name] in his/her quality as [Function], associated with the BSP towards ELIA according to dispositions of the BSP Contract mFRR;

For each concerned BRP$_{source}$ of the Delivery Point(s) concerned:

BRP$_{source}$ duly represented by Mr/Mrs [Name] in his/her quality as [Function], being a designated BRP for the Delivery Point(s) concerned according to dispositions of the Access Contract;

For each concerned Supplier of the Delivery Point(s) concerned:

The Supplier duly represented by Mr/Mrs [Name] in his/her quality as [Function], being the designated Supplier for the Delivery Point(s) concerned according to dispositions of the Access Contract;

hereinafter referred to together as "Parties", jointly agree the following:

The Parties authorize the BSP to offer and supply the mFRR Service to ELIA using all Delivery Point(s) concerned for which the BSP holds a valid Grid User Declaration for the mFRR Service.

2.C TEMPLATE FOR AGREEMENT BETWEEN BSP AND SUPPLIER(S) ON THE TRANSFER PRICE FOR THE TRANSFER OF ENERGY

The BSP validly represented by Mr/Mrs [Name] in his/her quality as [Function];

For each concerned Supplier of the Delivery Point(s) concerned:

The Supplier validly represented by Mr/Mrs [Name] in his/her quality as [Function], being the designated Supplier for the Delivery Point(s) concerned according to dispositions of the Access Contract;

The Supplier and the BSP declare that they have reached an agreement on the financial conditions and all related dispositions in order to implement the Transfer of Energy, as foreseen in section 7.1 and 7.2 of ToE Rules.

2.D CHOICE OF THE BASELINE

The BSP can choose the baselining method that fits best with each Delivery Point DP$_{PG}$. This method will be unique for the mFRR Service. The Baseline chosen by the BSP is indicated in Annex 4.

The following Baselines are available:

- **Last QH**: the reference is the Power Measured during the quarter-hour preceding the quarter-hour in which the activation notification of mFRR Service was received. In case the Delivery Point is already activated for mFRR Service for the considered quarter-hour then the reference is the Power Measured during the first quarter-hour for which the Delivery Point has not been activated and preceding the quarter-hour in which the first activation notification was received;

- **High X of Y**: the reference is based on the method described in section 2.E.

2.E   BASELINE "HIGH X OF Y"

Selection of representative Days

Representative Days are all Days in the past of the same type as Day A (the Day on which the activation occurs) and for which the offtake (or injection) of the Delivery Point is not influenced by an unforeseen or unusual event. Representative Days are divided in two categories:

- Working Day;
- Week-end and public holiday: all Days that are not Working Days.

By default, all Days of the year are considered as representative Days of one category.

The BSP may ask to exclude one (or more) Days of the representative Days at the following conditions only:

- The request is sent by e-mail to the contact persons designated in Annex 16 at the latest 2 Working Days after the activation;
- The request is motivated and justified by the BSP;
- The justification must correspond to one of the following list:

    a) An activation of any Balancing Service to which the Delivery Point participated
    b) A "Force Majeure" as described in Art. I.7 of the General Conditions
    c) A planned or unplanned maintenance of the Technical Unit
    d) Holidays or closing period that differ from the past

The BSP has the possibility to add an additional category of representative Days dedicated to the Mondays in case they present a different behavior than other weekdays. In order to add this special representative Day category, an explicit request of the BSP must be sent by e-mail to ELIA directed to the contact persons designated in Annex 16.

Principles

The following principle is applied to calculate the Baseline: for any Delivery Point the Baseline is based on historical metering data of the considered Delivery Point as per "High X of Y" method.

For an activation with a duration D on a Day A the Baseline is established in accordance with the following method.

Step 1: Identification of reference Days

This step consists of identifying X Days for which quarter-hour metering data of the Delivery Point will be used to calculate the Baseline.

Those X Days are retained between Y last representative Days of the same category as Day A. They correspond to the X Days for which the average offtake (respectively injection) of active power over the 4 hours following the requested delivery time by ELIA is the highest (respectively the lowest).

X and Y for each category of representative Days are defined as presented in table 1.

Category of representative Days	X	Y
Working Days	4	5
Week-end/bank holiday	2	3
Mondays (only upon explicit request by the BSP)	2	3

Table 1

Step 2: Baseline profile

This step is dedicated to the calculation of the Baseline value for each quarter-hour of the period D. This value is the average of the X values of active power of the considered Delivery Point, measured at the same quarter-hour of the X representative Days.

Step 3: Adjustment of the Baseline level (uncapped symmetric additive)

At this stage, the profile of the Baseline computed following step 2 above is adjusted with respect to the average of offtake/injection of the Delivery Point measured during the 3 hours preceding the activation request by ELIA.

For each quarter-hour value of the Baseline computed, an adjustment factor (negative or positive) is applied. This adjustment factor is equal to the difference between the average of offtake/injection of the concerned Delivery Point during the 3 hours preceding the activation request by ELIA and the average of offtake/injection for the corresponding hours of the X representative Days.

2.F SUBMETER TECHNICAL INFO CHECKLIST

All Submetering Delivery Points, as well as all Delivery Points within a CDS, must be able to provide valid Submeter Technical Info Checklist.

The aim of this Submeter Technical Info Checklist is to prove that the Submeters meet the metering requirements imposed by ELIA in Annex 3 and give necessary information to ELIA to perform its verification on metering requirements and data communication.

The technical requirements for Submeters as well as the Submeter Technical Info Checklist can be found on ELIA website or can be requested via email to contracting_AS@elia.be. Provided information must comprise at least:

- Single-line diagram on which the location of the Submeters are marked
- Technical information of the Submeter(s) (accuracy class, etc.)
- The metering equation used to determine the correct metering data.

The BSP declares that the metering equation is valid for the normal exploitation topology behind the Access Point (no conditional equation depending on the exploitation topology is allowed).

In case of a change in topology behind the Access Point, which impacts the metering equation, the BSP informs ELIA immediately.

ELIA must receive a proof of Submeter compliance per new Submeter at least 10 Working Days before the Submeter commissioning test as foreseen in section 2.G.

ELIA reserves the right to physically access the Grid User installations for verification of the submetering installation only in case of explicit authorization given by the Grid User as stipulated in section 2.G of the present Annex.

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2.G   SUBMETER COMMISSIONNING TEST

The technical requirements and procedures of the Submeter commissioning test are described in the standard offer that ELIA will make for the installation of a submetering solution and which can be obtained upon request by e-mail to wiovdsupport@elia.be or consulted on the ELIA website.

The Submeter Technical Info Checklist, as foreseen in section 2.F, must be provided to ELIA 10 Working Days before the commissioning test.

All Submetering Delivery Points which will communicate with the ELIA metering data management system thanks to a submeter, a GSM modem or a datalogger, must pass the submeter commissioning test performed by ELIA.

ELIA and the BSP will agree on a date for the submeter commissioning test to be performed.

The general liability regime organized by Art. I.6 of the General Conditions is applicable ~~to the BSP~~ during the test.

2.H   CDSO DECLARATION

The BSP sends this declaration, completed and signed by the CDSO, by e-mail to the address contracting_AS@elia.be, with a copy to the CDSO. Any Delivery Point concerned can only be integrated into the mFRR Service upon signature of this declaration.

Declaration by a CDSO

With this declaration, [company name], a company incorporated under [nationality] law, enterprise number [number], with registered office at [address], validly represented by Mr/Mrs [name] and Mr/Mrs [name], respectively in their quality of [function] and [function], identified for the purposes hereof as "the CDSO", hereby grants permission for the Delivery Point(s) identified below, which is(are) part of its CDS with power measured by CDSO meters, to participate, for the period DD/MM/YYYY to DD/MM/YYYY, to the mFRR Service organized by ELIA, as defined in the BSP Contract mFRR,

In the knowledge that the power measured at this Delivery Point under specific circumstances and under specific conditions can be reduced and/or interrupted in order to supply mFRR Service,

In the knowledge that this Delivery Point corresponds fully or partly with the CDS Access Point of [company name], a company incorporated under [nationality] law, enterprise number [number], with registered office at [address], recognized as a User of the CDS that is managed by the CDSO,

And

Undertakes to conclude a cooperation agreement with ELIA in accordance with the model which can be found on ELIA website or can be obtained upon request to ELIA and which describes the conditions for exchanging metering data between ELIA and the CDSO, and to do so prior to the commissioning of the Delivery Point as under the BSP Contract mFRR.

And

Informs ELIA whether there is a risk of full or partial load transfer from the Delivery Point that is part of the CDS, as detailed below:Detail of the Delivery Point(s)

CDS User	CDS Access Point	Delivery Point Identification (EAN)

Risk of full or partial load transfer (to be described by the CDSO):

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

And

Confirms that it has obtained express permission from the CDS User to send to ELIA the confidential information, including metering data (quarter-hourly values of active power) for the above-identified Delivery Point and the corresponding CDS Access Point, since such communication is necessary for the correct invoicing of the mFRR Service with respect to the BSP, which to that end makes use of the CDS User Delivery Point.

The BSP sends this declaration by e-mail to the address contracting_AS@elia.be, with a copy to the CDS O. The Delivery Point is only integrated into the mFRR Service upon signature of this declaration.

Done in [location], on DD/MM/YYYY

Signature of the CDSO:

Name:

Function:

ANNEX 3. METERING REQUIREMENTS

All Delivery Points must have one or several meter(s) installed that meets the following minimum requirements.

3.A   GENERAL METERING REQUIREMENTS FOR ALL DELIVERY POINTS

- An AMR[13] meter that can provide 15 minute metering data to measure Injection or Offtake[14] of the Delivery Point concerned.

- It must be possible to calculate the Power Measured based on the metering data at a Delivery Point.

3.B   SPECIFIC METERING REQUIREMENTS FOR EACH TYPE OF DELIVERY POINT

Delivery Points on the ELIA Grid

- In case of Headmetering, the meter is a Headmeter listed in Annex 4 of the Connection Contract.

- In case of the Submetering, the Submeter must comply with the metering requirements specified in the document "General technical requirements of the submetering solutions" published on the ELIA website and available on demand by e-mail to contracting_AS@elia.be.

- In case a Delivery Point DP_{SU} is situated downstream of a Delivery Point DP_{PG}, the metering data to be considered cannot include the metering data of the Delivery Point DP_{SU}. In consequence, two options can be considered being the use of a Submeter or the application of an equation based on Headmeter and/or Submeter(s).

Delivery Points on the Public Distribution Grid

- The BSP should refer to the BSP-DSO Contract.

- All communications and agreements regarding the metering requirements should be discussed with the applicable DSO.

Delivery Points within a CDS

- The CDSO must use the metering facilities (already) associated with Delivery Points within a CDS in relation to their invoicing obligations regarding their CDS access points.

- The metering data must be validated by the CDSO.

---

[13] Automatic Meter Reader

[14] On the ELIA Grid, compensated value for the quarter-hour is used.

3.C VALIDATION OF THE ELIA GRID SUBMETERING AND CDS METERING DATA

- ELIA will make available to the BSP the metering data for Day D at latest on Day D+2 Working Days, for the following cases:

  ➢ a Headmeter at an Access Point connected to a CDS;

  ➢ a Submeter within the electrical facilities of a Grid User downstream of an Access Point connected to the ELIA Grid or to a CDS.

- If the BSP does not agree he can contest the provided metering data at latest at Day D+5 Working Days, for Day D by means of an e-mail to system.services@elia.be. In its contestation the BSP must declare that he disagrees with the metering data, indicate the reason of contestation and provide proof that the data is incorrect. Subject to these reasons and proof, ELIA and the BSP may agree to use adjusted metering data.

- If the deadline of Day D+5 Working Days is not respected or if ELIA and the BSP cannot reach an agreement, the original metering data shall be used as provided by ELIA.

3.D REQUEST FOR POWER MEASUREMENT

The BSP may also request to receive from ELIA power measurements through its real-time connection (in case these are measured by ELIA) for Delivery Points validly contained in Annex 4. The BSP and ELIA will sign an addendum concerning this communication.

ANNEX 4. LIST OF DELIVERY POINTS

In accordance with Art. II.3.8, the list of Delivery Points connected to the ELIA Grid or to a CDS is defined based on the following templates. The list is exchanged by e-mail between ELIA and the BSP through the form of an excel file.

Annex4_BSP_ddmmy
yyy.xlsx

4.A   BSP POOL ATTRIBUTES

Refer to sheet 1 of the excel file.

4.A BSP Pool attributes	
BSP name	
Contract reference	
Request for update (dd/mm/yyyy)	
Go Live of the update (dd/mm/yyyy)	
mFRR_max,std [MW]	
mFRR_max,flex [MW]	

4.B   LIST OF DELIVERY POINTS DP$_{SU}$

Refer to sheet 2 of the excel file.

4.B List of delivery points DP$_{SU}$								
Delivery Point name	Delivery point EAN	Access Point EAN (if different)	DP_mFRR_max_up	DP_mFRR_max_down	DP_mFRR_cb_up	mFRR Standard (Yes / No)	Last prequalification test (dd/mm/yyyy)	

4.C   List of Delivery Points DP$_{PG}$

Refer to sheet 3 of the excel file.

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4.C List of delivery points DP_PG

Delivery Point name	Delivery Point EAN	Access Point EAN (if different)	Grid User name	GUD Valid untill (dd/mm/yyyy)	DP_mFRR_max_up	DP_mFRR_max_down	DP_mFRR_cb_up	mFRR Standard (Yes / No)	Last prequalification test (dd/mm/yyyy)	Baseline (High X of Y, Last QH)

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[ContractReference]
[ServiceProvider]
Signature [SP]:

ANNEX 5. COMMUNICATION TEST

- In accordance with dispositions of Art. II.6, ELIA will check the communication channels of the BSP.

- The BSP must be able to receive and interpret the signals, as defined in Annex 10, for the activation of the mFRR Service.

- In case that the requirements are not fulfilled, ELIA and the BSP will make their best effort to identify the source of the failure and the BSP is expected to solve the source of the failure.

- Any costs linked to the tests are borne by the BSP.

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[ServiceProvider]
Signature [SP]:

ANNEX 6. PREQUALIFICATION TEST

The outcome of the prequalification test, in accordance with Art. II.7, determines the maximal mFRR Power of each mFRR Capacity Product that can be offered in the capacity auctions, being:

- $mFRR_{max,std}$ for the mFRR Standard;
- $mFRR_{max,flex}$ for the mFRR Flex.

$mFRR_{max,flex}$ is equal or superior to $mFRR_{max,std}$ as the entire volume of mFRR Standard can also be offered as mFRR Flex. The prequalification test is based on quarter-hour metering data in accordance with Annex 3.

The prequalification test is mandatory:

- before first participation of the BSP to capacity auctions;
- to increase the $mFRR_{max,std}$ and/or $mFRR_{max,flex}$;
- to modify the Baseline of one Delivery Point DP_{PG}.

The pattern of the prequalification test is determined by the mFRR Capacity Product(s) that the BSP wishes to offer: mFRR Standard, mFRR Flex or both of them.

6.A   ORGANIZATION

The prequalification test is scheduled with ELIA upon request of the BSP. The BSP sends the request by e-mail to the contractual responsible, as provided in Annex 16. The request is performed by the BSP based on the request form for prequalification test published on the ELIA website or available on demand by e-mail to contracting_AS@elia.be and the contractual responsible, as per Annex 16.

The BSP and ELIA agree on a time window of 48 24 hours, during which ELIA will request by surprise an activation of the mFRR Energy Bid(s) identified for the prequalification test. ELIA will proceed to the prequalification test no later than 10 Working Days after the reception of the BSP request.

A prequalification test can only be requested by the BSP when the Delivery Point(s) concerned has(have) been duly added to the Pool of the BSP, pursuant to Art. II.3.10 and the communication test, as per Art. II.6, is succeeded.

During this window of 48 24 hours, the BSP will have to submit to ELIA mFRR Energy Bid(s) for the prequalification test while respecting the following conditions:

- All dispositions related to the introduction of mFRR Energy Bid(s) as stated in Annex 9 must be respected;
- The activation price of the mFRR Energy Bid(s) for the prequalification test must be set to 0 €/MWh.
- Transfer of Energy for Delivery Points concerned applies for the prequalification test.

At the latest 10 Working Days after the prequalification test has taken place, ELIA will provide the results of the prequalification test by e-mail to the contractual responsible of the BSP, as per Annex 16.

In order to update the $mFRR_{max,std}$ and/or the $mFRR_{max,flex}$ for the next auction, the result of prequalification test should be known and Annex 4 should be updated accordingly, as per Art. II.3.10, at least 5 Working Days before the first capacity auction for which the new values apply.

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6.B   MODALITIES TO PREQUALIFY A NEW POOL OR TO UPDATE THE MFRR$_{MAX}$

The requirements of the prequalification test depend on the mFRR Capacity Product for which the BSP applies.

In case of Delivery Points DP$_{SU}$, a prequalification test has to be performed by Delivery Point DP$_{SU}$, in accordance with Art. II.7.4. In other words, each Delivery Point DP$_{SU}$ is tested separately.

In case of Delivery Points DP$_{PG}$, the prequalification test can be performed by the Delivery Point DP$_{PG}$ alone or by Providing Group, in accordance with Art. II.7.5.

The mFRR$_{max,std}$ and mFRR$_{max,flex}$ are determined by summing the results of all prequalification tests.

mFRR Standard only

The figure 1 shows the pattern that will be required to pre-qualify a pool for the mFRR Standard.

The prequalification test consists of 2 phases:

- an activation of 2 quarter-hours;
- no activation for 4 quarter-hours (one hour stop);
- an activation of 4 quarter-hours.

The first quarter-hour of each activation is considered as the ramp-up.
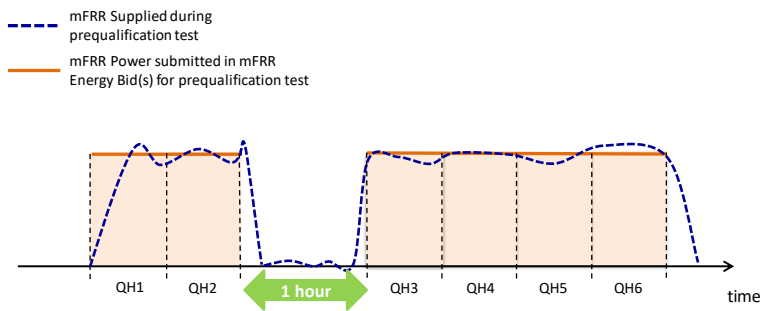
Figure 1 – Prequalification test to apply for mFRR Standard only

Checks:

Determination of mFRR$_{max,std}$	
1.	The minimum mFRR Power supplied during all QHs (except the 2 ramp-up QHs) is defined as **Min_1**
2.	**mFRR$_{max,std}$** is the minimum between **Min_1** and $\sum_{i=1}^{all\ Delivery\ Points} DP_{mFRR,cb,up}(i)$

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where "*all Delivery Points*" corresponds to all Delivery Points listed for participation to the prequalification test[15].

mFRR Flex only

The figure 2 shows the pattern that will be required to pre-qualify a Pool for the mFRR Flex.

The prequalification test consists of an activation of 6 consecutive quarter-hours where the first one is considered as the ramp-up.
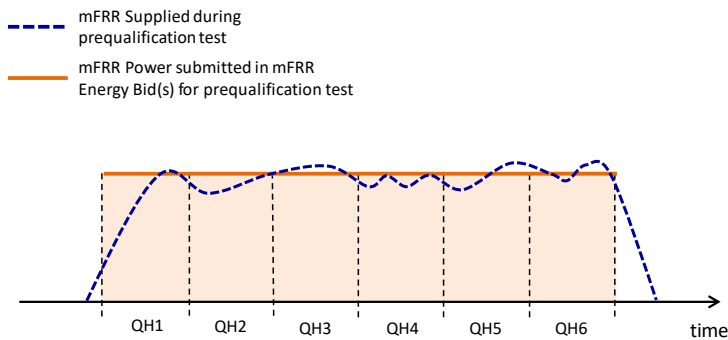

Figure 2 – Prequalification test to apply for mFRR Flex only

Checks:

Determination of mFRR$_{max,flex}$
1. The minimum mFRR Power supplied during all QHs (except the ramp-up QH) is defined as **Min_1**
2. mFRR$_{max,flex}$ is the minimum between **Min_1,** and $\sum_{i=1}^{all\ Delivery\ Points} DP_{mFRR,cb,up}(i)$ where "*all Delivery Points*" corresponds to all Delivery Points listed for participation to the prequalification test.

mFRR Standard and mFRR Flex combined

This type of prequalification test applies in case the BSP would like to offer an additional volume of mFRR Flex on top of the mFRR Standard.

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[15] ELIA only considers Delivery Points indicated for provision of mFRR Standard in Annex 4 for Delivery Points connected to the ELIA Grid or to a CDS, or in the BSP-DSO Contract for Delivery Points connected to Public Distribution Grid.

The figure 3 shows the pattern that will be required to prequalify a Pool for the mFRR Standard and mFRR Flex.

The prequalification test consists of 2 phases:

- an activation of mFRR Standard for 2 quarter-hours;
- no activation for 4 quarter-hours (one hour stop);
- an activation of mFRR Standard and mFRR Flex for 4 quarter-hours.

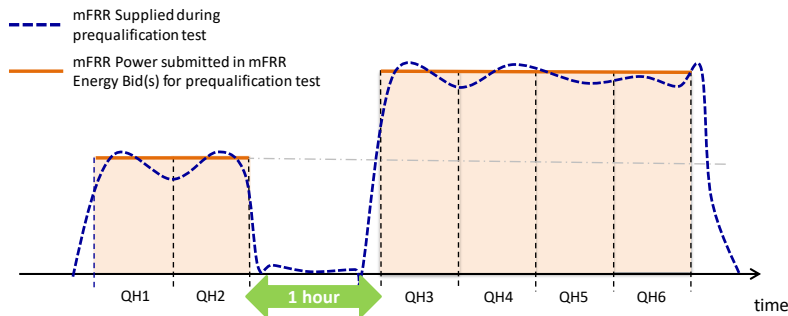The first quarter-hour of each activation is considered as the ramp-up.

Figure 3 – Prequalification test to apply for mFRR Standard and mFRR Flex

Checks:

Determination of $mFRR_{max,std}$ and $mFRR_{max,flex}$	
1.	The mFRR Power supplied during QH2 is defined as **Min_1**
2.	$mFRR_{max,std}$ is the minimum between **Min_1, and** $\sum_{i=1}^{all\ Delivery\ Points} DP_{mFRR,cb,up}(i)$ where "*all Delivery Points*" corresponds to all Delivery Points listed for participation to the prequalification test for mFRR Standard[16].
3.	The minimum mFRR Power supplied during second phase (QH3 to QH6), except ramp-up QH, is defined as **Min_2**
4.	$mFRR_{max,flex}$ is the minimum between **Min_2, and** $\sum_{i=1}^{all\ Delivery\ Points} DP_{mFRR,cb,up}(i)$ where "*all Delivery Points*" corresponds to all Delivery Points listed for participation to the prequalification test.

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[16] ELIA only considers Delivery Points indicated for provision of mFRR Standard in Annex 4 for Delivery Points connected to the ELIA Grid or to a CDS, or in the BSP-DSO Contract for Delivery Points connected to Public Distribution Grid.

6.C   MODALITIES IN CASE OF A POOL MODIFICATION

Addition of new Delivery Point(s)

In order to add new Delivery Point(s) to an existing Pool, a prequalification test has to be performed to increase the $mFRR_{max,std}$ and/or $mFRR_{max,flex}$. No test is required if Delivery Point(s) is (are) added without impact on $mFRR_{max,std}$ and $mFRR_{max,flex}$.

In case of Delivery Points DP_{PG}, the BSP may choose one of the two following solutions:

- a new prequalification test, as provided by section 6.B, on the overall Pool of the BSP, including Delivery Points DP_{PG} already prequalified;
- a prequalification test, as provided by section 6.B, on a Providing Group consisting only of the new Delivery Points DP_{PG}.

If the second solution is chosen then the resulting $mFRR_{max,std}$ and $mFRR_{max,flex}$ of the prequalification test are added to the previous $mFRR_{max,std}$ and $mFRR_{max,flex}$.

In case of Delivery Points DP_{SU}, prequalification test can only be performed at the level of the concerned Technical Unit, in accordance with Art. II.7.4.

Removal of Delivery Point(s)

A prequalification test is not mandatory to remove from a Pool a Delivery Point participating to mFRR Capacity Product(s). The $mFRR_{max,flex}$ and/or $mFRR_{max,std}$ of the BSP will be adapted as follows:

- New $mFRR_{max,flex} = mFRR_{max,flex} - DP_{mFRR,cb,up}$;
- New $mFRR_{max,std} = mFRR_{max,std} - DP_{mFRR,cb,up}$ (if the considered Delivery Point participates to mFRR Standard);

However, the BSP has the possibility to perform a new prequalification test on the complete Pool, as provided by section 6.B, if preferred.

6.D   MODALITIES TO MODIFY THE BASELINE

In case the BSP wishes to modify the baselining method of a Delivery Point DP_{PG}, a new prequalification test, as provided by section 6.B, must be performed at least for the concerned Delivery Point DP_{PG}.

ANNEX 7. CAPACITY AUCTIONS

7.A   PRE-REQUISITES FOR PARTICIPATION TO CAPACITY AUCTIONS

As stated in Art. II.8.2, the BSP is allowed to participate in capacity auctions for mFRR Service at the condition that he holds a valid BSP Contract mFRR.

The BSP has to sign the BSP Contract mFRR at least 5 Working Days before participation to his first auction.

7.B   CAPACITY AUCTION PROCESS

Organization

ELIA procures all mFRR Capacity Products for Day D by running one capacity auction for each CCTU of Day D, i.e. in total 6 capacity auctions for Day D. The 6 capacity auctions are performed at the same time in Day D-1 for delivery on Day D taking into account the following timeline:

- mFRR Capacity GOT for the 6 capacity auctions of Day D-1 is scheduled on Day D-14 at 00:00 CET;

- Publication of the required volumes per mFRR Capacity Products is performed by ELIA in accordance with article 6(5) of the LFC Means;

- mFRR Capacity GCT for the 6 capacity auctions of Day D-1 is scheduled on Day D-1 at 10:00 CET;

- Publication of the award for the 6 capacity auctions of Day D-1 is performed at the latest Day D-1 at 10:30 CET.
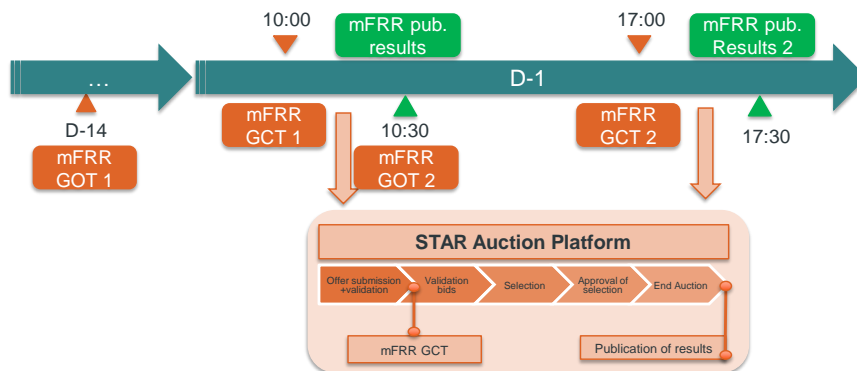
Procurement Calendar

A calendar indicating each CCTU and the corresponding mFRR Capacity GCT to submit mFRR Capacity Bids is published on the ELIA website.

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In case of modification in the calendar, the BSP is informed by e-mail to the contractual responsible and to the contact designated for auctions, as listed in Annex 16.

mFRR Capacity Bid submission

- As of mFRR Capacity GOT of a capacity auction, the BSP can submit mFRR Capacity Bids for the corresponding CCTU. mFRR Capacity Bids have to be introduced before mFRR Capacity GCT.

- Between mFRR Capacity GOT and mFRR Capacity GCT, mFRR Capacity Bids can be created, updated or cancelled, regardless of their status while respecting Bidding Obligations for mFRR Capacity Bids as specified in section 7.C of this Annex.

- The BSP can submit an unlimited number of mFRR Capacity Bids.

- The complete set of mFRR Capacity Bids must be in respect of the Bidding Obligations for mFRR Capacity Bids as described in section 7.C of this Annex. To this purpose, a validation procedure is put at disposal of the BSP in order to perform a check of the compliance with Bidding Obligations for mFRR Capacity Bids. In case of non-compliance, a report with rejected mFRR Capacity Bids is provided to the BSP.

- The BSP remains fully responsible for correctness and accuracy of his mFRR Capacity Bids.

- mFRR Capacity Bids are firm at mFRR Capacity GCT and must remain firm until the award of the auction. The BSP shall not use the offered capacity in any way until he has been notified of the result of the auction or until the deadline for communication of the award has passed.

- mFRR Capacity Bids should be submitted in the auction tool, as described in the "STAR Procedures and user manual" published on the ELIA website.

mFRR Capacity Bid validation

- As of mFRR Capacity GCT, mFRR Capacity Bids are firm and cannot be modified nor cancelled.

- The entire set of mFRR Capacity Bids is evaluated by ELIA with regard to the respect of the Bidding Obligations for mFRR Capacity Bids as described in section 7.C of this annex:

  - mFRR Capacity Bid(s) compliant with Bidding Obligations for mFRR Capacity Bids are validated.

  - mFRR Capacity Bid(s) non-compliant with Bidding Obligations for mFRR Capacity Bids 2 and 3 are automatically rejected.

- In case the set of mFRR Capacity Bids corresponding to mFRR Standard (respectively mFRR Flex) is not compliant with Bidding Obligations for mFRR Capacity Bids 4, ELIA sorts the mFRR Capacity Bids corresponding to mFRR Standard (respectively mFRR Flex) following increasing price and rejects the mFRR Capacity Bid(s) with highest price in order to obtain a compliant set of mFRR Capacity Bids.

- The detailed procedure on validation process for mFRR Capacity Bids is described in the "STAR Procedures and user manual" published on the ELIA website.

Publication of the required volumes per mFRR Capacity Product

- ELIA publishes, on the ELIA website, the required volumes to be procured per CCTU of Day D and per mFRR Capacity Product in accordance with article 6(5) of the LFC Means.

- In case of unavailability of the ELIA website, as a fallback procedure, ELIA communicates the information to the BSP by e-mail directed to the contact for capacity auction and to the contractual responsible, as listed in Annex 16.

Award of mFRR Capacity Bids

- ELIA selects mFRR Capacity Bids (entirely or partially), amongst the mFRR Capacity Bids with the status "Validated", following the award criteria described in section 7.D of this annex.

End auction & communication of auction results

- The end of the capacity auction is notified by e-mail to the BSP. This e-mail also includes a report identifying the awarded mFRR Capacity Bids to the BSP.

Fallback procedure in case of insufficient volume

- In case insufficient volumes of mFRR Capacity are offered to ELIA in one capacity auction, ELIA awards all valid mFRR Capacity Bids submitted for the concerned capacity auction.

- ELIA organizes a second capacity auction for the remaining volume, in which ELIA will request all parties holding a valid BSP Contract mFRR to make extra volume available. The procedure for the second capacity auction is described in section 7.E of this annex.

Transparency publications

- After the end of the auction, and in accordance with article 12(3)(f) of the EBGL, ELIA publishes the required information as described in the Balancing Rules.

7.C   BIDDING OBLIGATIONS FOR MFRR CAPACITY BIDS

Characteristics of a mFRR Capacity Bid

For each mFRR Capacity Bid, the BSP defines the following specifications:

- CCTU;

- mFRR Capacity Product (mFRR Standard, mFRR Flex or both)

- Offered volume in MW taking into account the following specifications:

  ✓ The minimum size of a mFRR Capacity Bid is 1MW

  ✓ The volume granularity of a mFRR Capacity Bid is 1MW

- Price applicable per mFRR Capacity Product in €/MW/h for the concerned mFRR Capacity Bid, taking into account the following rules:

  ✓ The BSP can submit up to two prices per mFRR Capacity Bid (Pstd and/or Pflex)

  ✓ In case only one price (Pstd) is submitted for the concerned mFRR Capacity Bid, the corresponding volume will always be awarded by ELIA as mFRR Standard.

  ✓ In case only one price (Pflex) is submitted for the concerned mFRR Capacity Bid, the corresponding volume will always be awarded by ELIA as mFRR Flex.

  ✓ In case two prices (Pstd and Pflex) are submitted for the concerned mFRR Capacity Bid, first price (Pstd) applies if the volume is awarded by ELIA as mFRR Standard; second price (Pflex) applies if the volume is awarded by ELIA as mFRR Flex, in accordance with section 7.D of this annex.

Bidding Obligation for mFRR Capacity Bids 1

- All mFRR Capacity Bids are divisible up to 1 MW (i.e. ELIA can select part or totality of the offered volume at the same unit price) and all mFRR Capacity Bids are combinable.

Bidding Obligation for mFRR Capacity Bids 2

- The offered volume for the mFRR Capacity Bid, expressed in MW, is an integer. In other words, no decimal is permitted.

Bidding Obligation for mFRR Capacity Bids 3

- The price of the mFRR Capacity Bid, expressed €/MW/h, is always defined with two decimals.

Bidding Obligation for mFRR Capacity Bids 4

- The total offered volume for mFRR Standard (respectively mFRR Flex) must be inferior or equal to the $mFRR_{max,std}$ (respectively $mFRR_{max,flex}$).

7.D   AWARDING PROCEDURE AND CRITERIA

Merit order

The awarding procedure is based on the principle of merit order. ELIA applies the merit order by sorting mFRR Capacity Bids following increasing price. The set of cheapest mFRR Capacity Bids fulfilling the required volumes of each mFRR Capacity Product is awarded in accordance with the awarding procedure described hereunder.

Awarding Procedure

The awarding procedure is a two-step approach in order to select:

1. the minimal required volume of mFRR Standard, in accordance with Art. II.8.3;
2. the remaining required volume of mFRR Capacity (being either mFRR Standard or mFRR Flex).

Step 1: Selection of minimal required volume of mFRR Standard

In a first step, ELIA selects the minimal required volume of mFRR Standard, in accordance with Art. II.8.3. For each CCTU, ELIA awards a combination of mFRR Capacity Bids for mFRR Standard following application of the merit order while:

- awarding the minimal required mFRR Standard volume;
- respecting the divisibility criteria as foreseen in section 7.C of this annex;
- only considering validated mFRR Capacity Bids for mFRR Standard.

In case an alternative optimum exists the following criteria successively apply to determine the solution:

1. If mFRR Capacity Bids are offered at the same price, the first mFRR Capacity Bid submitted to ELIA is awarded in priority.
2. The first solution proposed by the optimization tool is applied.

If the last awarded mFRR Capacity Bid, following application of the merit order, is not awarded for the entire volume, the remaining volume of the concerned mFRR Capacity Bid is considered by ELIA in the second step of the awarding procedure.

Step 2: Selection of remaining required volume of mFRR Capacity

In a second step, ELIA selects the remaining required volume of mFRR Capacity (being either mFRR Standard or mFRR Flex), in accordance with Art. II.8.3. For each CCTU, ELIA awards a combination of mFRR Capacity Bids following application of the merit order, independently from the mFRR Capacity Product, while:

- awarding the remaining required mFRR Capacity;
- respecting the divisibility criteria as foreseen in section 7.C of this annex;
- only considering validated mFRR Capacity Bids.

In this second step, in case a mFRR Capacity Bid includes two different prices (Pstd and Pflex), ELIA applies the merit order considering only price Pflex and consequently the mFRR Capacity Bid is always awarded by ELIA as mFRR Flex.

In case an alternative optimum exists the following criteria successively apply to determine the solution:

1. If mFRR Capacity Bids are offered at the same price, mFRR Standard Capacity Bid is awarded in priority.
2. If mFRR Capacity Bids of same mFRR Capacity Product are offered at the same price, the first mFRR Capacity Bid submitted to ELIA is awarded in priority.
3. The first solution proposed by the optimization tool is applied.

7.E   FALLBACK PROCEDURE

A fallback procedure is launched if, for one CCTU of Day D, ELIA receive insufficient offered volume for at least one of the following:

- the required volume for mFRR Standard;
- the total required volume (being either mFRR Standard or mFRR Flex).

ELIA opens a second capacity auction for the concerned CCTU, with the following characteristics:

- mFRR Capacity GOT is opened on Day D-1, no later than 30 minutes after publication of the award of the first capacity auction;

- Publication of the required volumes per mFRR Capacity Products is performed by ELIA on Day D-1, no later 30 minutes after publication of the award of the first capacity auction;
- mFRR Capacity GCT is scheduled on Day D-1 at 17:00 CET;
- Publication of the award is performed at the latest Day D-1 at 17:30 CET.

The Bidding Obligations for the mFRR Capacity Bids, as described in section 7.C of this annex, apply for the second capacity auction.

The awarding procedure and criteria, as described in section 7.D of this annex, apply for the second capacity auction.

ANNEX 8. TRANSFER OF OBLIGATION

In accordance with Art. II.9, ELIA allows the BSP to transfer part or all of his mFRR Obligation to one or several Counterpart BSP(s). Similarly, the BSP may agree to make an additional mFRR Capacity available to ELIA as a result of a Transfer of Obligation from a Counterpart BSP to the BSP.

This annex lays down the conditions under which the Transfer of Obligation may apply and defines the rules and procedure that ELIA, the BSP and the Counterpart BSP must respect in order to notify and validate said transfers.

8.A   RULES FOR THE TRANSFER OF OBLIGATION

- The BSP and the Counterpart BSP hold a valid BSP Contract mFRR to the date of the performance of the concerned mFRR Obligation.

- mFRR Obligation can be taken over by a Counterpart BSP even if his quantity of mFRR Awarded is 0 (zero) for the concerned CCTU.

- Transfer of Obligation is applicable in day-ahead or in intraday and is performed per mFRR Capacity Product.

- The BSP can have multiple exchanges with different Counterparts BSP, and vice-versa.

- The BSP and the Counterpart BSP arrange between themselves how, when and at what price the mFRR Obligation is taken over.

8.B   PROCEDURE FOR TRANSFER OF OBLIGATION

- Transfer of Obligation requests are automatically checked by ELIA. ELIA only considers as valid the Transfers of Obligation with status "Accepted".

- The Transfer of Obligation can take place as of the award of capacity auction until one hour before beginning of the first quarter-hour for which the Transfer of Obligation applies.

- The BSP (respectively the Counterpart BSP) initiates the request for Transfer of Obligation. The Counterpart BSP (respectively the BSP) must accept the Transfer of Obligation until 1 hour before the first quarter-hour for which the Transfer of Obligation applies. If the Counterpart BSP (respectively the BSP) has not accepted by this time, the Transfer of Obligation is not taken into account by ELIA.

- The updated mFRR Obligation (i.e. after Transfer of Obligation) must be in respect of applicable $mFRR_{max,std}$ or $mFRR_{max,flex}$.

- The Counterpart BSP (respectively the BSP) undertaking mFRR Obligation should update its submission of mFRR Energy Bids, at the latest at mFRR Balancing GCT for the first quarter-hour for which the Transfer of Obligation applies, in order to reflect the agreed Transfer of Obligation, taking into account possible Red Zones and their consequences.

The detailed procedures to be followed for the Transfer of Obligation and the manual for the tools are published on ELIA website.

ANNEX 9. MFRR ENERGY BID SUBMISSION

As provided by Art. II.10, the BSP submits mFRR Energy Bids through a dedicated web-based platform put at disposal by ELIA. The user manual for this platform is available on ELIA website or can be requested by e-mail to contracting_AS@elia.be.

9.A SPECIFICATIONS FOR CONTRACTED MFRR ENERGY BID RELATED TO DELIVERY POINTS DP_{SU}

A contracted mFRR Energy Bid related to a Delivery Point DP_{SU} comprises the following information:

- The Delivery Point DP_{SU} corresponding to the mFRR Energy Bid.

- The mFRR Capacity Product concerned

- The start time and the end time of the concerned mFRR Energy Bid

- The offered volume, expressed in MW, for each quarter-hour taking into account that:

  - ✓ Minimum offered volume is 1 MW;

  - ✓ Volume granularity is 0,1 MW;

  - ✓ Maximum offered volume is equal to Pmax Available of the concerned DP_{SU}.

- The divisibility/indivisibility of the mFRR Energy Bid:

  - ✓ An mFRR Energy Bid can only be fully divisible or fully indivisible;

  - ✓ For each quarter-hour for which the Daily Schedule of a DP_{SU} is superior or equal to the Pmin Availabe of the concerned DP_{SU}, the latter can only be included in a fully divisible mFRR Energy Bid.

  - ✓ An mFRR Energy Bid can only be indivisible if the offered volume does not exceed the Pmin Available of the DP_{SU} for the concerned quarter-hour, as declared by the BSP[17] in the Daily Schedule related to the concerned DP_{SU}. In other words, only non-started DP_{SU} can be included in an indivisible mFRR Energy Bid.

- In case of an mFRR Energy Bid related to a prequalification test as per Annex 6, the BSP should specify it. In that case, the Delivery Point DP_{SU} can only be included in the mFRR Energy Bid(s) related to the prequalification test.

If the BSP would like to make one part of the mFRR Energy Bid indivisible, taking into account specifications listed above, he will have to create a pair of mFRR Energy Bids as follows:

- parent mFRR Energy Bid: this mFRR Energy Bid is always fully indivisible and its volume cannot exceed the Pmin Available of the DP_{SU} for the concerned quarter-hour.
- child mFRR Energy Bid: this mFRR Energy Bid is always fully divisible and requires the activation of the parent mFRR Energy Bid prior to its activation.
- The same activation price applies for parent and child mFRR Energy Bids.

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[17] During the transition period in which the party that is appointed as BRP_{source} takes the role of outage planning agent and scheduling agent for the concerned Delivery Point DP_{SU} in compliance with article 377 of the Federal Grid Code, the same party undertakes the roles of the BSP and the BRP_{source}.

For Delivery Point DP_{SU}, the activation price of the mFRR Energy Bid (or parent-child mFRR Energy Bids) is defined altogether with the Daily Schedule, per quarter-hour, at the level of the concerned Delivery Point DP_{SU}. This price is the same activation price applied for the activation of non-contracted mFRR Energy Bids related to the concerned Delivery Point DP_{SU}. In consequence, the price should respect the same rules as for non-contracted mFRR Energy Bids.

In accordance with Art. II.10.6, **the BSP remains fully liable for the consistency of the information provided in the mFRR Energy Bids**. If ELIA observes inconsistence(s), Art. II.10.7 applies.

9.B SPECIFICATIONS FOR NON-CONTRACTED MFRR ENERGY BID RELATED TO DELIVERY POINTS DP_{SU}

For each quarter-hour, a non-contracted mFRR Energy Bid related to one Delivery Point DP_{SU} is the combination of:

- The price for upward (respectively downward) mFRR Power activation, expressed in €/MWh, as submitted by the BSP altogether with the Daily Schedule for the concerned Delivery Point DP_{SU}. This price must be inferior or equal to 13 500 €/MWh[18];

- The volume available for upward (respectively downward) non-contracted mFRR Energy Bid, expressed in MW, as calculated by ELIA, following the rules set forth hereunder.

Calculation of upward available volume for a Delivery Point DP_{SU}

In case the Daily Schedule of a DP_{SU} is superior or equal to the Pmin Available for a certain quarter-hour, the maximum volume available for the upward activation of mFRR Power by this Delivery Point DP_{SU} for the concerned quarter-hour is equal to the difference between its Pmax Available for the concerned quarter-hour, and the sum of:

- the last valid Daily Schedule for the concerned quarter-hour;
- if relevant, the FCR Upward Power on the concerned Delivery Point DP_{SU} for the concerned quarter-hour;
- if relevant, the aFRR Upward Power on the concerned Delivery Point DP_{SU} for the concerned quarter-hour;
- if relevant, the contracted mFRR Energy Bid(s) on the concerned Delivery Point DP_{SU} for the concerned quarter-hour.

Finally, the result is capped to the maximal volume that can be technically reached by the concerned DP_{SU}. This value is determined as follows:

$$\text{cap on maximum volume available} = \text{ramping rate} * 15 \text{ minutes}$$

Where ramping rate is the ramping rate of the concerned DP_{SU} (in MW/min) as declared in the CIPU Contract.

Calculation of downward available volume for a Delivery Point DP_{SU}

In case the Daily Schedule of a DP_{SU} is superior or equal to the Pmin Available for a certain quarter-hour, the maximum volume available for the downward activation of mFRR Power by this Delivery Point DP_{SU} for

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[18] This value can be adapted according to the procedure laid down in the Balancing Rules.

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the concerned quarter-hour is equal to the difference between the last valid Daily Schedule for the concerned quarter-hour, and the sum of:

- the Pmin Available for the concerned quarter-hour;
- if relevant, the FCR Downwards Power on the Delivery Point DP_{SU} for the concerned quarter-hour;
- if relevant, the aFRR Downwards Power on the concerned Delivery Point DP_{SU} for the concerned quarter-hour.

Finally, the result is capped to the maximal volume that can be technically reached by the concerned DP_{SU}. This value is determined as follows:

$$cap\ on\ maximum\ volume\ available\ =\ ramping\ rate * 15\ minutes$$

Where ramping rate is the ramping rate of the concerned DP_{SU} (in MW/min) as declared in the CIPU Contract.

Start-up/shut-down of a Delivery Point DP_{SU}

ELIA can request a start-up (respectively a shut-down) of a Delivery Point DP_{SU}. Pursuant to Art II.11.11, the BSP can answer the request of ELIA, taking into account the technical possibilities of the concerned Delivery Point DP_{SU}.

9.C   SPECIFICATIONS FOR CONTRACTED AND NON-CONTRACTED MFRR ENERGY BID RELATED TO DELIVERY POINTS DP_{PG}

An mFRR Energy Bid comprises the following information:

- The start time and the end time of the concerned mFRR Energy Bid

- The offered volume expressed in MW for each quarter-hour taking into account that:
  - ✓ Minimum offered volume is 1 MW.
  - ✓ Maximum offered volume is 100 MW;
  - ✓ Volume granularity is 0,1 MW.

- The activation price expressed in €/MWh for each quarter-hour, taking into account that:
  - ✓ The price must be inferior or equal to 13 500[19] €/MWh;
  - ✓ The price is defined with two decimals.

- The divisibility/indivisibility of the mFRR Energy Bid taking into account that:
  - ✓ An mFRR Energy Bid can only be fully divisible or fully indivisible;

- The list of Delivery Points supplying this mFRR Energy Bid, taking into account that:
  - ✓ For the same quarter-hour, a Delivery Point DP_{PG} can only be part of one mFRR Energy Bid (or one pair of parent-child mFRR Energy Bids) per type of mFRR Energy Bid (i.e. mFRR Standard, mFRR Flex, non-contracted upward mFRR Energy Bid, non-contracted downward mFRR Energy Bid);
  - ✓ One Delivery Point DP_{PG} can only be part of one indivisible mFRR Energy Bid per quarter-hour, independently from the type of the mFRR Energy Bid;

---

[19] This value can be adapted according to the procedure laid down in the Balancing Rules.

    ✓ If one Delivery Point DP$_{PG}$ is included in a mFRR Energy Bid for a certain quarter-hour, the concerned Delivery Point cannot be included in an aFRR energy bid for the same quarter-hour;

    ✓ For Delivery Points DP$_{PG}$ characterized by an EAN for injection and an EAN for offtake, the BSP should only mention the EAN for offtake;

- The composition of the mFRR Energy Bid taking into account the rules set forth hereunder (refer to rules for mFRR Energy Bids composition).

- In case of an mFRR Energy Bid related to a prequalification test as per Annex 6, the BSP should specify it. In that case, the Delivery Points DP$_{PG}$ can only be included in the mFRR Energy Bid(s) related to the prequalification test.

If, for technical reasons, the BSP would like to make only one part of the mFRR Energy Bid indivisible, he will have to create a pair of mFRR Energy Bids as follows:

- parent mFRR Energy Bid: this mFRR Energy Bid is always fully indivisible;
- child mFRR Energy Bid: this mFRR Energy Bid is always fully divisible and requires the activation of the parent mFRR Energy Bid prior to its activation;

taking into account the following rules:

- A pair parent-child mFRR Energy Bid can only be submitted for upward activation.
- The same activation price applies for parent and child mFRR Energy Bids.
- The sum of the offered volumes in the parent and child mFRR Energy Bids cannot exceed 100 MW.
- The list of Delivery Points DP$_{PG}$ supplying parent and child mFRR Energy Bids must be exactly the same while respecting the rules described for a single mFRR Energy Bid.
- The rules for mFRR Energy Bid composition (see hereunder) must be respected.
- In case the parent mFRR Energy Bid exceeds 50 MW, the BSP asks permission to ELIA beforehand by sending an e-mail to the contractual responsible, as listed in Annex 16, with a sound technical justification for such a request. The validation (or rejection) of the request is communicated by ELIA no later than 5 Working Days after reception of the request. ELIA informs the CREG of the request and its validation (or rejection).

Rules for mFRR Energy Bids composition

The following possibilities exists:

- Upward non-contracted mFRR Energy Bid;

- Downward non-contracted mFRR Energy Bid;

- mFRR Standard only;

- mFRR Flex only;

- a mix of mFRR Standard and upward non-contracted mFRR Energy Bid taking the following constraints into account:

    ✓ only one mFRR Energy Bid of this type can be submitted per quarter-hour;

    ✓ a single mFRR Energy Bid corresponding to this type is always fully divisible;

    ✓ This type of mFRR Energy Bid cannot be applied for a parent mFRR Energy Bid;

[ContractType]   83/106   [ContractReference]
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Signature Elia: Signature [SP]:

Single mFRR Energy Bid can be	Parent mFRR Energy Bid can be	Corresponding child mFRR Energy Bid can be
☑ Downward non-contracted mFRR Energy Bid	☒	☒
☑ Upward non-contracted mFRR Energy Bid	☑ Upward non-contracted mFRR Energy Bid	☑ Upward non-contracted mFRR Energy Bid
☑ mFRR Standard	☑ mFRR Standard	☑ mFRR Standard ☑ upward non-contracted mFRR Energy Bid ☑ mFRR Standard + upward non-contracted mFRR Energy Bid
☑ mFRR Standard + upward non-contracted mFRR Energy Bid	☒	☒
☑ mFRR Flex	☑ mFRR Flex	☑ mFRR Flex

Table 1 – mFRR Energy Bid DP$_{PG}$ composition possiblities

9.D CHECKS PERFORMED ON AN MFRR ENERGY BID

ELIA performs the following checks at any submission or update of a mFRR Energy Bid:

- The BSP holds a valid BSP Contract mFRR with ELIA;

- Delivery Points mentioned in the mFRR Energy Bid must be valid (i.e. included in Annex 4 or in the BSP-DSO Contract);

- For each quarter-hour, the sum of the offered volume of each mFRR Energy Bid corresponding to mFRR Standard (respectively mFRR Flex) is inferior or equal to the corresponding mFRR Obligation;

- For mFRR Energy Bid related to Delivery Points DP$_{PG}$, the offered volume must be inferior or equal to 100 MW, taking into account the rule for parent-child mFRR Energy Bid;

- For upward (respectively downward) mFRR Energy Bid related to Delivery Point DP$_{SU}$, the offered volume must be inferior or equal to the DP$_{mFRR,max,up}$ (respectively DP$_{mFRR,max,down}$) of the concerned Delivery Point DP$_{SU}$;

- For upward (respectively downward) mFRR Energy Bid related to Delivery Points DP$_{PG}$, the offered volume must be inferior or equal to the sum of the DP$_{mFRR,max,up}$ (respectively DP$_{mFRR,max,down}$) of each Delivery Points;

- In case the BSP offers an mFRR Energy Bid with a Delivery Point participating to different products (mFRR Standard, mFRR Flex, non-contracted mFRR Energy Bids), ELIA checks the conditions for combinability as specified here above.

A mFRR Energy Bid is automatically rejected if one of the above mentioned checks is not satisfied. The BSP is notified of rejection and reason for rejection.

Once Red Zones are identified and communicated to the BSP (as of 18:00 CET day-ahead):

- the BSP will not be authorized to introduce nor increase the volume of an mFRR Energy Bid corresponding to the sense of the Red Zone and including a Delivery Point characterized by a $DP_{mFRR,max,up}$ (or a $DP_{mFRR,max,down}$) equal or higher than 25 MW, located in the Red Zone.

9.E   TEMPLATE FOR FORCED OUTAGE COMMUNICATION

The BSP should notify notifies a Forced Outage as follows:

From	BSP
To	**ELIA:** Real-time contact and contractual responsible (as listed in Annex 16)
Subject	**mFRR Service – Forced Outage Notification**
Body	BSP would like to notify ELIA of the following Forced Outage: **mFRR Energy Bid Reference** **Updated Volume after FO [MW]** **Justification of FO** **Estimated duration of FO**

9.F   TRANSPARENCY

In accordance with article 12(3) (b) and (e) of the EBGL, ELIA publishes information on the mFRR Energy Bids as described in the Balancing Rules.

ANNEX 10. ACTIVATION

10.A ACTIVATION OF CONTRACTED MFRR ENERGY BIDS INCLUDING DELIVERY POINTS DP_{SU}

ELIA and the BSP exchange the following information in real time at the moment of activation:

In order to activate or prolong a mFRR Energy Bid, ELIA notifies the BSP by an electronic message.

In case ELIA needs to prolong the activation, ELIA notifies the BSP before the end of quarter-hour preceding the quarter-hour of prolongation, in respect of the specifications provided in Art. II.11. The BSP then needs to exchange again messages as described below for the next requested activation period.

At the latest 3 minutes after the start time of the activation or the start time of the prolongation of the mFRR Energy Bid, the BSP communicates to ELIA an acknowledgement message and undertakes all necessary measures to supply the required mFRR Power without further actions by ELIA.

10.B ACTIVATION OF NON-CONTRACTED MFRR ENERGY BIDS INCLUDING DELIVERY POINTS DP_{SU}

ELIA and the BSP exchange the following information in real time at the moment of activation:

In order to activate or prolong a mFRR Energy Bid, ELIA notifies the BSP by an electronic message.

In case ELIA needs to prolong the activation, ELIA notifies the BSP before the end of quarter-hour preceding the quarter-hour of prolongation, in respect of the specifications provided in Art. II.11. The BSP then needs to exchange again messages as described below for the next requested activation period.

At the latest 3 minutes after the start time of the activation or the start time of the prolongation of the mFRR Energy Bid, pursuant to Art. II.11.11, the BSP communicates to ELIA one of the following messages:

- **Acknowledgement message**

    The BSP undertakes all necessary measures to supply the required mFRR Power without further actions by ELIA.

- **(Partial) rejection message**

    The BSP rejects (a part of) the mFRR Requested by ELIA for the activation of the concerned mFRR Energy Bid. The BSP specifies the reason for (partial) rejection. The reason for which the activation can be (partially) rejected belongs to the limited list below and, is clearly mentioned in the rejection message by the corresponding acronym. ELIA can ask for additional justification ex-post in case ELIA identifies incoherences. In case of partial rejection, the BSP undertakes all necessary measures to supply the non-rejected part of mFRR Power without further actions by ELIA.

List of reasons accepted by ELIA for (partial) rejection

- Reason 1
  Preserving energy on an energy limited DP_{SU} for execution of the Daily Schedule of Day D later on day D.

- Reason 2
  DP_{SU} producing at Pmax: no upward flexibility remaining.

- Reason 3
  DP_{SU} producing at Pmin: no downward flexibility remaining.

- Reason 4
  Energy currently being activated for aFRR.

- Reason 5
  Energy not available due to Forced Outage of the DP_{SU}.

- ~~Reason 6~~
- ~~Energy already being activated to compensate for a Forced Outage of another Technical Unit.~~Reason 6

  Flexibility for fulfilment of BRP obligations.

- Reason 7~~7~~
  Other reason: acceptance of the invoked reason is subject to the approval by CREG.

10.C   ACTIVATION OF MFRR ENERGY BIDS INCLUDING DELIVERY POINTS DP_{PG}

~~ELIA and the BSP exchange the following information in real time at the moment of activation:~~

In order to activate or prolong a mFRR Energy Bid, ELIA notifies the BSP by an electronic message. The BSP must activate the requested volume without any further action by ELIA. In case ELIA needs to prolong the activation, ELIA notifies the BSP before the end of quarter-hour preceding the quarter-hour of prolongation, in respect of the specifications provided in Art. II.11. The BSP then needs to exchange again messages as described below for the next requested activation period.

- **Acceptation** (first acknowledgement message by the BSP)

  At the latest 3 minutes after the start time of the activation or the start time of the prolongation of the mFRR Energy Bid, the BSP communicates to ELIA an acknowledgement message including the list of Delivery Points DP_{PG} and the expected volume that each Delivery Point DP_{PG} will undertake to supply for the delivery of the concerned mFRR Energy Bid. The list of Delivery Points in the acceptation message is limited to the list of Delivery Points indicated in the mFRR Energy Bid as stated in Annex 9.C. The BSP makes best effort to provide accurate data in this notification.

- **Confirmation** (second acknowledgement message by the BSP)

  At the latest 3 minutes after the end time of each activation and prolongation, the BSP communicates to ELIA the final list of Delivery Points DP_{PG} which performed the activation and the corresponding volume activated for each one. This list of Delivery Points is the list that is considered for the control of the activation, as per Art. II.14.4. In case the BSP indicates an activated volume of 0 MW for a Delivery Point DP_{PG}, it will not be further taken into account in the control of the activation.

In case a Delivery Point is characterized by an EAN for injection and an EAN for offtake, real-time messages should only mention the EAN for offtake.

When an electronic message sent by ELIA does not receive one of the required acknowledgement messages (acceptation, confirmation) within the aforementioned timings (and without fault by ELIA), the activation will be considered as not compliant, as per Art. II.14.1.

For each activation, ELIA indicates in its activation message the mFRR Requested and the requested activation period in respect of applicable conditions of Art. II.11.

An activation ends if and only if the activation period reaches the end time specified in the electronic message sent by ELIA without any prolongation requested by ELIA, or if the maximal contractual duration of the activation is reached.

10.D   PROCEDURE FOR ACTIVATION AT OWN EXPENSE

In case of request by the BSP to activate at own expense, in accordance with Art. II.11.18, the BSP first calls ELIA real-time contact, as listed in Annex 16. If ELIA grants permission, the BSP sends an e-mail, following the template provided hereunder:

From	BSP
To	**ELIA:** Real-time contact and contractual responsible (as listed in Annex 16)
Subject	**mFRR Service – Activation at own expense**
Body	BSP would like to activate at own expense the following mFRR Energy Bid(s):

List of mFRR Energy Bid(s)	Volume requested [MW]
[Bid reference]	
[Bid reference]	
[Bid reference]	

ELIA acknowledges good reception of the information by e-mail to the BSP.

10.E   FORCED OUTAGE

In case a Forced Outage occurs during an activation of the mFRR Service, the BSP makes best effort to communicates the information by e-mail to ELIA real-time contact and to the contractual responsible, as listed in Annex 16, in accordance with the template hereunder.

From	BSP
To	**ELIA:** Real-time contact and contractual responsible (as listed in Annex 16)
Subject	**mFRR Service – Forced Outage Notification**
Body	BSP would like to notify ELIA of the following Forced Outage:

List of mFRR Energy Bid(s)
[Bid reference]
[Bid reference]
[Bid reference]

10.F   IT SOLUTIONS

The detailed technical specification of the communication protocols can be consulted on ELIA website or can be requested via e-mail to contracting_AS@elia.be or to the contract responsible, as listed in Annex 16. ELIA can modify unilaterally the content of these messages and informs the BSP taking into account reasonable delay, not less than 20 Working Days, for implementation before changes become effective.

10.G   BLOCK APPROACH FOR BALANCING PERIMETER CORRECTION

Example
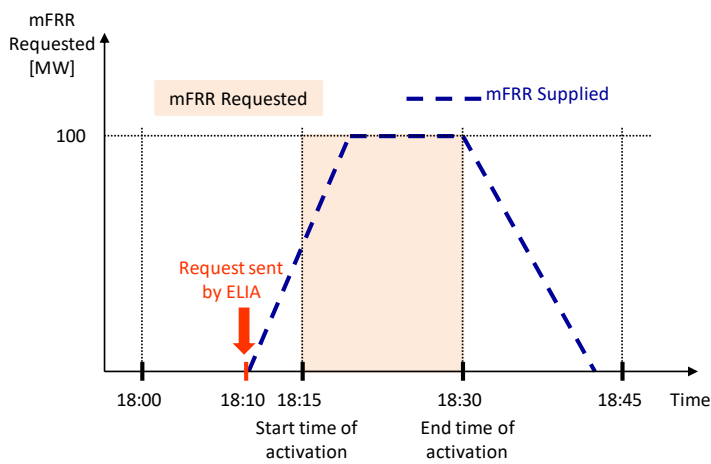
If ELIA requests an activation of a mFRR Energy Bid at 18:10 with a start time at 18:15 and an end time at 18:30, ELIA appoints the following mFRR Power to the balancing perimeter of the BRP_{BSP}

Quarter-hour	mFRR Requested [MW]	Energy in BRP_{BSP} perimeter [MWh]
18:00-18:15	0	0
18:15-18:30	100	25
18:30-18:45	0	0

Ramp-up and ramp-down are not considered by ELIA.

ANNEX 11. AVAILABILITY TEST

In accordance with Art. II.13, ELIA controls the availability of the mFRR Capacity by performing availability tests.

11.A   ORGANIZATION OF AVAILABILITY TESTS

In accordance with Art. II.13.4, ELIA can request an availability test on contracted mFRR Energy Bid(s) submitted by the BSP, at any moment, while respecting the rules described in this annex.

11.B   SPECIFICATIONS OF AN AVAILABILITY TEST

For an availability test, ELIA requests a 2 quarter-hour activation of one (or more) contracted mFRR Energy Bid(s) (being mFRR Standard and/or mFRR Flex), as shown in figure 1.
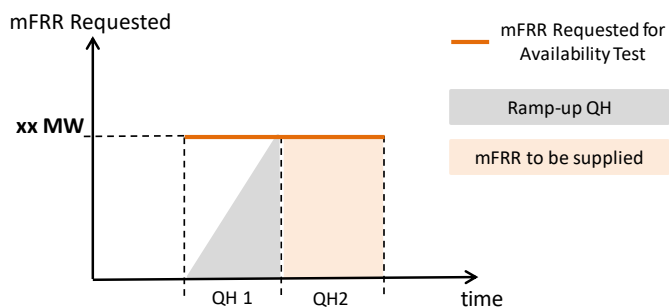

Figure 1 – Availability test pattern

In order to trigger an availability test, ELIA applies the overall process of an activation, i.e.:

- ELIA can request the activation of one or more contracted mFRR Energy Bid(s) (being mFRR Standard and/or mFRR Flex);

- ELIA can request a partial or a full activation of the concerned mFRR Energy Bid(s) in accordance with the specifications set by the BSP for the concerned mFRR Energy Bid(s);

- For each tested mFRR Energy Bid including Delivery Point(s) DP_{PG}, the BSP can choose on which Delivery Point(s) listed in the concerned mFRR Energy Bid he performs the availability test;

- ELIA can request a Direct Activation or a Scheduled Activation;

- For any tested mFRR Energy Bid, the BSP must comply with all applicable communication requirements, as defined in sections 10.A and 10.C of Annex 10.

11.C   RULES ON PERFORMANCE OF AVAILABILITY TESTS

ELIA respects the following rules to trigger the availability tests:

- ELIA performs at minimum one availability test per year;
- ELIA has the right to test all the mFRR Awarded at least once a year;
- ELIA has the right to perform at least one availability test per month;
- ELIA has the right to test all Delivery Points included in the Pool of the BSP once a year.

Limitation on the number of availability tests

ELIA triggers availability tests while respecting a limitation on the number of availability tests, which applies on a rolling window of 12 months, always starting at Month M (current Month).

ELIA has the right to perform at maximum 12 availability tests on the rolling window:

- In case of two successive successful availability tests, in accordance with Art. II.13.7, ELIA reduces this limitation to 6 availability tests on the rolling window.
- Any failed availability test, in accordance with Art. II.13.7, will automatically set the limitation on number of availability tests back to 12 for the rolling window.

Once the results of an availability test are provided by ELIA to the BSP, in accordance with Art. II.13.8, any update on the limitation will enter into force as of the first calendar day of next Month.

In case of dispute, the limitation is updated according to the results provided by ELIA in its report, as foreseen in Art. II.13.8, until sufficient proof is provided by the BSP to review the results and consequently agreement between ELIA and the BSP on results of the concerned availability test(s) is reached.

11.D   DETERMINATION OF MISSING MW

For each availability test performed, ELIA determines the mFRR Missing MW per mFRR Capacity Product.

The mFRR Missing MW per mFRR Capacity Product is the sum of the mFRR Missing MW per mFRR Energy Bid of the concerned mFRR Capacity Product activated for the availability test.

For one mFRR Energy Bid fully activated (i.e. the mFRR Requested is equal to the total mFRR Capacity of the mFRR Energy Bid), the mFRR Missing MW is the difference between:

- the mFRR Requested;
- the mFRR Supplied by the BSP.

To this purpose, only the second quarter-hour of the availability test is considered, as the first quarter-hour is dedicated to the ramp-up.

For one mFRR Energy Bid partially activated (i.e. the mFRR Requested is inferior to the total mFRR Capacity of the mFRR Energy Bid), the mFRR Missing MW is the difference between:

- the total volume of mFRR Capacity offered by the BSP in the concerned mFRR Energy Bid;
- the mFRR Supplied by the BSP.

To this purpose, only the second quarter-hour of the availability test is considered, as the first quarter-hour is dedicated to the ramp-up.

Per mFRR Capacity Product:

$$mFRR\ Missing\ MW$$
$$= \sum_{\substack{Energy\ Bids \\ fully\ activated}} (mFRR\ Requested - mFRR\ Supplied)$$
$$+ \sum_{\substack{Energy\ Bids \\ partially\ activated}} \beta * (Total\ offered\ mFRR\ Capacity - mFRR\ Supplied)$$

Where

- mFRR Supplied: is determined in accordance with principles laid down in Annex 12 sections B and C.
- β : a binary value, equals to 1 if the mFRR Supplied is inferior to the mFRR Requested, pursuant to Annex 12.
- Total offered mFRR Capacity: is the total offered mFRR Capacity for the concerned mFRR Energy Bid.

ANNEX 12. ACTIVATION CONTROL

For each quarter-hour of mFRR Power activation, ELIA checks the difference between:

- the mFRR Power to be supplied, corresponding to the mFRR Requested by ELIA as determined in section 12.A of this annex;
- the mFRR Supplied, as determined in sections 12.B to 12.D of this annex.

An activation of mFRR Power is non-compliant if at least one condition of Art. II.14.1 is satisfied.

12.A DETERMINATION OF THE MFRR TO BE SUPPLIED BY THE BSP

Example

If ELIA requests an activation with respect to the table below:

Time	mFRR Requested [MW]	mFRR to be supplied [MW]	mFRR energy to be supplied [MWh]
13:15 - 13:30	50,00	N/A*	N/A*
13:30 - 13:45	50,00	50	12,5
13:45 - 14:00	100,00	at least 50	12,5
14:00 - 14:15	100,00	100	25
14:15 - 14:30	100,00	100	25

*N/A means that no check is performed for the concerned quarter hour

The mFRR to be supplied should be as follows:

[ContractType]
2019-12-03~~2019-10-04~~
Signature Elia:

93/106
V1/2019

[ContractReference]
[ServiceProvider]
Signature [SP]:
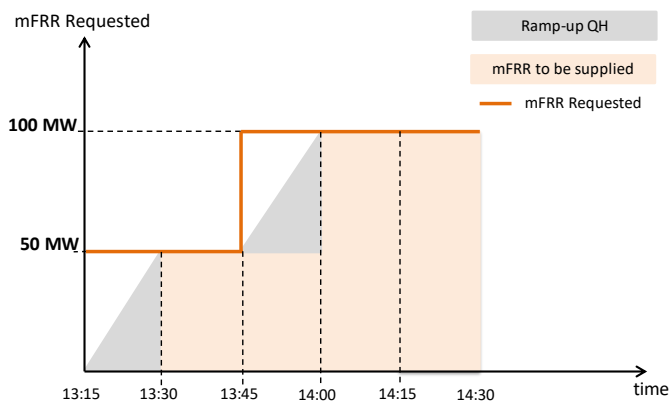
Case of an activation starting inside a quarter-hour

If ELIA requests the BSP to start the activation at 13:06, the BSP still disposes of 15 minutes to perform the ramp-up. In such a case, ELIA will calculate the mFRR Power to be supplied based on a pro-rata as follows:

Time	mFRR Requested [MW]	Calculation	mFRR to be supplied [MW]	mFRR energy to be supplied [MWh]	Comments
13:00 -13:06	0	N/A*	N/A*	N/A*	9 min of ramp-up
13:06-13:15	50				
13:15-13:21	50	N/A*	30	7,5	6 min of ramp-up + full delivery for 9 min
13:21-13:30	50	(50)*(9/15)			
13:30-13:45	50	50	50	12,5	

*N/A means that no check is performed for the concerned period

- From 13:00 to 13:15 : for this quarter-hour the BSP disposes of the first 9 minutes of ramp-up as the activation starts on 13:06.
- From 13:15 to 13:30: for this quarter-hour, the BSP still disposes of 6 minutes to finish the ramp-up (i.e. until 13:21).

12.B   MFRR SUPPLIED FOR ACTIVATION OF A MFRR ENERGY BID RELATED TO DELIVERY POINTS DP$_{SU}$

The mFRR Supplied by one Delivery Point DP$_{SU}$ for quarter-hour k is the difference between:

- The last valid Daily Schedule of the concerned Delivery Point DP$_{SU}$ for quarter-hour k.
- The Power Measured for the concerned Delivery Point DP$_{SU}$ during quarter-hour k.

ELIA applies a precision of 100 kW for computation of the mFRR Supplied.

In case the Delivery Point DP$_{SU}$ activated by ELIA is not involved in another mFRR Energy Bid activated at the same time (i.e. no combo), the mFRR Supplied is determined as follows:

For upward activation

$$mFRR\ Supplied\ (DP_{SU}) = \max\left(\ 0\ ;\ min\begin{Bmatrix} mFRR\ Requested\ (DP_{SU}); \\ min\left[\ DP_{mFRR,max,up}\ ;\ -DS\ (DP_{SU}) - Pmeasured(k, DP_{SU})\ \right] \end{Bmatrix}\right)$$

For downward activation

$$mFRR\ Supplied\ (DP_{SU}) = \min\left(\ 0\ ;\ max\begin{Bmatrix} mFRR\ Requested\ (DP_{SU}); \\ max\left[\ DP_{mFRR,max,down}\ ;\ -DS\ (DP_{SU}) - Pmeasured(k, DP_{SU})\ \right] \end{Bmatrix}\right)$$

With:

[ContractType]
2019-12-032019-10-04
Signature Elia:

94/106
V1/2019

[ContractReference]
[ServiceProvider]
Signature [SP]:

- Pmeasured(k, DP$_{SU}$): the Power Measured at the considered Delivery Point DP$_{SU}$ at quarter-hour k.
- DS(DP$_{SU}$): the last valid Daily Schedule (positive value) of the concerned Delivery Point DP$_{SU}$.

In case the Delivery Point DP$_{SU}$ has supplied multiple mFRR Energy Bids for the same quarter-hour, ELIA allocates the mFRR Supplied with respect to the following priority:

1. Non-contracted mFRR Energy Bids;
2. mFRR Standard;
3. mFRR Flex.

12.C   MFRR SUPPLIED FOR ACTIVATION OF A MFRR ENERGY BID RELATED TO DELIVERY POINTS DP$_{PG}$ – CASE 1 (NO COMBO)

The mFRR Supplied by one Delivery Point DP$_{PG}$ during quarter-hour k is the difference between:

- The Baseline: this value is defined by the baselining method, as provided by Annex 2, chosen by the BSP (being "Last QH" or "High X of Y").
- The Power Measured during the considered quarter-hour k.

ELIA applies a precision of 100 kW for computation of the mFRR Supplied

In case none of the Delivery Points DP$_{PG}$ of the mFRR Energy Bid activated by ELIA is involved in another mFRR Energy Bid activated at the same time (i.e. no combo), the mFRR Supplied is determined as follows:

Upward activation

$$mFRR\ Supplied\ (k) = max\left(0;\ min\left\{ \begin{array}{c} mFRR\ Requested\ (k); \\ \sum_{Delivery\ Points} \min\left[DP_{mFRR,max,up}\ (i); Baseline(i,k) - Pmeasured(i,k)\right] \end{array} \right\}\right)$$

Downward activation

$$mFRR\ Supplied\ (k) = min\left(0;\ max\left\{ \begin{array}{c} mFRR\ Requested\ (k); \\ \sum_{Delivery\ Points} \max\left[DP_{mFRR,max,down}\ (i); Baseline(i,k) - Pmeasured(i,k)\right] \end{array} \right\}\right)$$

With:

- Pmeasured(i,k): the Power Measured at the considered Delivery Point DP$_{PG}$ i at quarter-hour k.

- Baseline(i,k): Baseline for the considered Delivery Point DP$_{PG}$ i at quarter-hour k.

- Delivery Points: Delivery Points listed in the confirmation message, as per Annex 10.C, sent by the BSP to ELIA. Those Delivery Points should always be either part of the list in Annex 4, either included in the BSP-DSO Contract. In case the confirmation message has not been sent by the BSP, ELIA will compute the mFRR Supplied based on the acceptation message.

[ContractType]
2019-12-03~~2019-10-04~~
Signature Elia:

95/106
V1/2019

[ContractReference]
[ServiceProvider]
Signature [SP]:

12.D   MFRR SUPPLIED FOR ACTIVATION OF A MFRR ENERGY BID RELATED TO DELIVERY POINTS DP$_{PG}$ – CASE 2 (COMBO)

In case one or more Delivery Points DP$_{PG}$ have supplied multiple mFRR Energy Bids for the same quarter-hour, ELIA applies a specific allocation algorithm to determine the energy supplied for each product (i.e., mFRR Standard, mFRR Flex and upward non-contracted mFRR Energy Bids).

ELIA allocates the energy supplied with respect to the following priority:

1. Upward non-contracted mFRR Energy Bids (mFRR NC);
2. mFRR Standard (mFRR Std);
3. mFRR Flex (mFRR Flex).

For each quarter-hour, the allocation algorithm is based on the following principles:

1. The Delivery Points DP$_{PG}$ are sorted in Delivery Points DP$_{PG}$ supplying only one product and Delivery Points DP$_{PG}$ supplying multiple products;

2. The total mFRR Supplied by each Delivery Point DP$_{PG}$ is determined;

3. For Delivery Points DP$_{PG}$ supplying only one product, the mFRR Supplied is allocated to the corresponding product;

4. The mFRR Supplied by Delivery Points DP$_{PG}$ implied in a combo is allocated to the different products while respecting the priorities mentioned above.

Illustration of the allocation algorithm

The allocation algorithm is illustrated by an example.

Suppose that ELIA requests for the same quarter-hour k the activation of 3 mFRR Energy Bids, detailed in the table below. The BSP supplies these mFRR Energy Bids with 7 Delivery Points DP$_{PG}$ as described in the table below.

	ELIA requests	BSP supplies as follows						
		DP1	DP2	DP3	DP4	DP5	DP6	DP7
mFRR NC [MW]	10		x	x	x		x	x
mFRR Std [MW]	10		x	x		x		
mFRR Flex [MW]	10	x	x		x			
Total mFRR Power supplied per DP [MW]		5	7	3	6	5	5	6

Step 1 – Determining mFRR Supplied by Delivery Points DP_{PG}

For quarter-hour k, ELIA determines the mFRR Supplied by each Delivery Point $DP_{PG,i}$ based on the formula:

$$mFRR\ Supplied\ DP_{PG,i}(k) = \ min \begin{Bmatrix} DP_{mFRR,max,up}\ (i) \\ Baseline(i,k) - Pmeasured(i,k) \end{Bmatrix}$$

With:

- Pmeasured(i,k): the Power Measured at the considered Delivery Point $DP_{PG,i}$ at quarter-hour k. (Injection is considered as negative).

- Baseline(i,k): Baseline for the considered Delivery Point $DP_{PG,i}$ at quarter-hour k.

Step 2 – Allocation of the volumes between each service

ELIA allocates the volumes of the Delivery Points DP_{PG} to the corresponding service as follows:

mFRR Supplied for non-contracted Energy Bids		
1	Identify Delivery Points only supplying mFRR NC and allocate mFRR Supplied to mFRR NC	• E_DP6 = 5 MW • E_DP7 = 6 MW
2	Determine remaining mFRR Power to be supplied for mFRR NC	• Ereq,mFRR_NC - E_DP6 - E_DP7 = 10-5-6 = -1 MW (overdelivery)
3	Apply pro-rata allocation in case of overdelivery	• Eoverdelivery,mFRR_NC = (E_DP 6 + E_DP 7) - Ereq,mFRR_NC = 11-10 = 1 MW • E_DP 6,mFRR_NC = 5 – 1 * 5/11 = 4,55 MW • E_DP 7,mFRR_NC = 6 – 1 * 6/11 = 5,45 MW
4	Determine the excess mFRR Supplied for Delivery Points supplying multiple products	• E_DP2 - E_DP2,mFRR_NC = 7 – 0 = 7 MW available for mFRR Std and mFRR Flex • E_DP3 - E_DP3,mFRR_NC = 3 – 0 = 3 MW available for mFRR Std • E_DP4 - E_DP4,mFRR_NC = 6 – 0 = 6 MW available for mFRR Flex
mFRR Supplied for mFRR Standard		
1	Identify Delivery Points only supplying mFRR Std and allocate mFRR Supplied to mFRR Std	• E_DP5 = 5 MW
2	Determine the remaining mFRR Power to be supplied for mFRR Std	• Ereq,mFRR_std – E_DP5 = 10 – 5 = 5 MW
3	Allocate mFRR Supplied by Delivery Points supplying mFRR NC and mFRR Std	• E_DP3 (after mFRR NC allocation) = 3 MW = E_DP3,mFRR_std
4	Determine the remaining mFRR Power to be supplied for mFRR Std	• Ereq,mFRR_Std - E_DP5 - E_DP3 = 10 - 5 - 3 = 2 MW
5	Allocate mFRR Supplied by Delivery Points supplying mFRR Std and mFRR Flex or mFRR NC, mFRR Std and mFRR Flex	• E_DP2 (after mFRR NC allocation) = 7 MW ==> E_DP2,mFRR_std = 2 MW • E_DP2 - E_DP2,mFRR_NC - E_DP2,mFRR_std = 7-0-2 = 5 MW available for mFRR Flex
mFRR Supplied for mFRR Flex		
1	Identify Delivery Points only supplying mFRR Flex and allocate mFRR Supplied to mFRR Flex	• E_DP1 = 5 MW
2	Determine the remaining mFRR Power to be supplied for mFRR Flex	• Ereq,mFRR_Flex - E_DP1 = 10 – 5 = 5 MW
3	allocate mFRR Supplied by Delivery Points supplying mFRR NC and mFRR Flex or mFRR NC, mFRR std and mFRR Flex	• E_DP2 - E_DP2,mFRR_NC - E_DP2,mFRR_Std = 7 – 0 – 2 = 5 MW • E_DP4 - E_DP4,mFRR_NC = 6 – 0 = 6 MW
4	Determine the remaining mFRR Power to be supplied for mFRR Flex	• Ereq,mFRR_Flex - E_DP1 - E_DP2,mFRR_Flex - E_DP4,mFRR_Flex = 10-5-5-6 = -6 MW
5	Apply pro-rata allocation in case of overdelivery	• E_DP2,mFRR_Flex = 5 – 6 * 5/11 = 2.27 MW • E_DP4,mFRR_Flex = 6 – 6 * 6/11 = 2.73 MW

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ANNEX 13. REMUNERATION

13.A   COMPUTATION OF THE REMUNERATION FOR ACTIVATION

Case 1 – Upward activation

If ELIA activates the following upward mFRR Energy Bids for a certain quarter-hour:
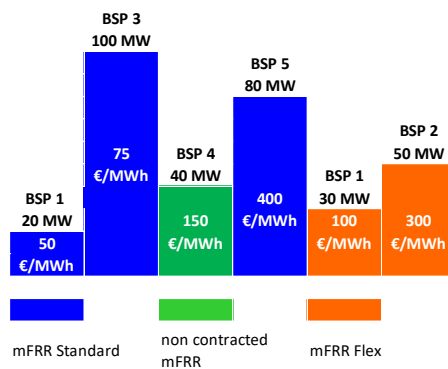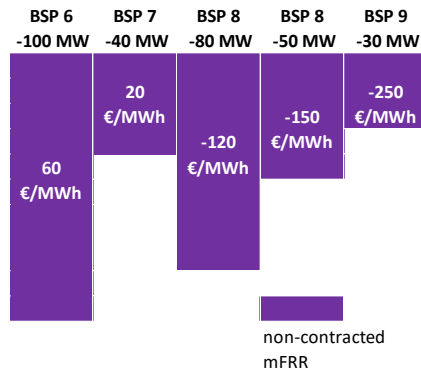

Pursuant to Art. II.15.8, the clearing price for the concerned quarter-hour applicable to mFRR Standard and non-contracted mFRR Energy Bids is equal to 400 €/MWh while the clearing price for mFRR Flex amounts to 300 €/MWh.

Taking those clearing prices into account and, pursuant to Art. II.15.6, the remuneration for the mFRR Requested amounts to:

Provider	Computation of remuneration	Total [€] for the quarter hour
BSP 1	20*(1/4)*400 + 30*(1/4)*300	4250
BSP 2	50*(1/4)*300	3750
BSP 3	100*(1/4)*400	10 000
BSP 4	40*(1/4)*400	4000
BSP 5	80*(1/4)*400	8000

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Case 2 – Downward activation

If ELIA activates the following downward mFRR Energy Bids for a certain quarter-hour:

Pursuant to Art. II.15.9, the applicable clearing price for the concerned quarter-hour is equal to -250 €/MWh.

Taking those clearing prices into account and, pursuant to Art. II.15.7, the remuneration for the mFRR Requested amounts to:

Provider	Computation of remuneration	Total [€] for the quarter hour
BSP 6	(-100)*(1/4)*(-250)	6250
BSP 7	(-40)*(1/4)*(-250)	2500
BSP 8	(-80-50)*(1/4)*(-250)	8125
BSP 9	(-30)*(1/4)*(-250)	1875

13.B REMUNERATION OF THE START-UP FOR DELIVERY POINTS DP_{SU}

Pursuant to Art. II.14.5, the remuneration of a start-up of a Delivery Point DP_{SU}, is established based on the following formula:

$$Start-up\ cost\{DP_{SU}\} = Fixed\ cost\{DP_{SU}\} + Sstart\{DP_{SU}\} * SFprice + CO_2\ cost$$

With:

- Fixed cost: the fixed component of the start-up cost of the concerned Delivery Point DP_{SU}, as specified in the CIPU Contract;

- Sstart: the specific fuel consumption at start-up of the concerned Delivery Point DP_{SU}, as specified in the CIPU Contract;

- SFprice: price of fuel to start-up, determined in accordance with the rules of the CIPU Contract;

- CO_2 cost: cost of the CO_2 for the start-up, as specified in the CIPU Contract.

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ANNEX 14. PENALTIES

14.A   PENALTIES RELATED TO MFRR MADE AVAILABLE

In accordance with Art. II.16.1, the penalty for non-compliance with mFRR Made Available is calculated per mFRR Capacity Product for Month M as follows:

$$P_{mFRR\ Made\ Available}(Month\ M) = \sum_{All\ CCTU\ of\ Month\ M} P_{mFRR\ Made\ Available}(CCTU)$$

$$P_{mFRR\ Made\ Available}(CCTU) = \#CCTU_{non-compliant} * MW_{not\ made\ available} * CP_{WA}$$

Where:

- $All\ CCTU\ of\ Month\ M$

     All CCTU of Month M for which the BSP has a positive mFRR Obligation for the concerned mFRR Capacity Product;

- $\#CCTU_{non-compliant}$

     The number of CCTU for which a penalty related to the mFRR Made Available for the concerned mFRR Capacity Product applies for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of the concerned non-compliance with mFRR Made Available;

- $MW_{not\ made\ available}$

     This value is determined as follows:

     i.   For each quarter-hour of the concerned CCTU, the difference between the mFRR Obligation for the concerned mFRR Capacity Product and the corresponding mFRR Made Available is determined;

     ii.   The differences established in point (i) for each quarter-hour are summed;

     iii. The sum established in point (ii) is divided by 4 to obtain the $MW_{not\ made\ available}$ expressed in MW/h.

Example:

Non-compliant quarter-hours of CCTU 4 (16:00-20:00)	16:30-16:45	16:45-17:00	19:00-19:15	19:15-19:30
mFRR Obligation (1)	70	70	70	70
mFRR Made Available (2)	50	60	40	30
(1)-(2)	20	10	30	40
$MW_{not\ made\ availbale}$ [MW/h]	= (20+10+30+40)/4 = 100/4 = 25			

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- CP$_{WA}$

    The weighted average of capacity prices corresponding to all ~~awarded~~ mFRR Capacity Bids of the concerned mFRR Capacity Product awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of the concerned non-compliance with mFRR Made Available. The weight is the mFRR Awarded for the concerned mFRR Capacity Bid.

    In case no mFRR Capacity Bid has been awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of the concerned non-compliance with mFRR Made Available, CP$_{WA}$ is equal to the average price of the capacity auction corresponding to the CCTU for which the non-compliance is observed;

14.B   PENALTIES FOR MFRR MISSING MW

In accordance with Art. II.16.3, the penalty resulting from mFRR Missing MW corresponding to each mFRR Capacity Product is calculated on a monthly basis as follows:

$$P_{mFRR\ Missing\ MW} = \sum_{month\ M} \alpha * mFRR\ Missing\ MW * CP_{WA} * \#CCTU * hours_{CCTU}$$

Where:

- α: penalty factor equals to 0,75 by default;
  In case the penalty concerns a second consecutive failed availability test, α is equal to 1,5.

- CP$_{WA}$: the weighted average of capacity prices corresponding to all mFRR Capacity Bids of the concerned mFRR Capacity Product awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of performance of the concerned availability test. The weight is the mFRR Awarded for the concerned mFRR Capacity Bid;

- #CCTU: the number of CCTU for which at least one mFRR Capacity Bid of the concerned mFRR Capacity Product has been awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of performance of the concerned availability test;

- hours$_{CCTU}$: number of hours of a CCTU.

14.C   ADAPTATION OF MFRR$_{MAX,STD}$ AND MFRR$_{MAX,FLEX}$ IN CASE OF FAILED AVAILABILITY TEST

In accordance with Art. II.13.7 and II.16.4, ELIA adapts the mFRR$_{max,std}$ and/or mFRR$_{max,flex}$ in case of two failed consecutive availability test of the same mFRR Capacity Product, as follows:

Two consecutive mFRR Standard availability tests

- $new\ mFRR_{max,std} = mFRR_{max,std} - \min\{mFRR\ Missing\ MW_{test\ 1}; mFRR\ Missing\ MW_{test\ 2}\}$

- $new\ mFRR_{max,flex} = mFRR_{max,flex} - \min\{mFRR\ Missing\ MW_{test\ 1}; mFRR\ Missing\ MW_{test\ 2}\}$

Two consecutive mFRR Flex availability tests

- $new\ mFRR_{max,flex} = mFRR_{max,flex} - \min\{mFRR\ Missing\ MW_{test\ 1}; mFRR\ Missing\ MW_{test\ 2}\}$

14.D   CAP FOR FINANCIAL PENALTIES

In accordance with Art. II.16.8, the monthly cap is defined as follows:

$$Monthly\ cap\ [Month\ M] = Monthly\ Remuneration\ for\ mFRR\ Awarded\ [Month\ M]$$

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ANNEX 15. APPROPRIATION STRUCTURE

Imputation code	Description
	Remuneration for mFRR Awarded
	Remuneration for mFRR Requested
	Remuneration for Start-up
	Availability control penalties

[ContractType]   104/106   [ContractReference]
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ANNEX 16. CONTACT DETAILS

Version: DD/MM/YYYY

For ELIA:

1	Contractual responsible(s)
2	Delivery Control
3	Invoice monitoring
	3.1 Settlement
	3.2 Invoicing & Payment
4	Real time operations and operational monitoring
5	Offline operations (Duty)

For the BSP:

1	Contractual responsible(s)	
2	Capacity auctions	
3	Invoicing matters	
4	Real time (24 hrs per day) (max. one phone number)	
5	Transactions outside real time	

Updates of this list must be exchanged via email (both the contract responsible and contracting_AS@elia.be