
Terms and Conditions for Scheduling Agent (T&C SA)

pursuant to article 46, 49 and 52 of Commission Regulation (EU) 2017/1485 of 2 Augustus 2017 establishing a guideline on electricity transmission system operation and article 128 of the Code of Conduct, approved by CREG by decision (B) 2409 of October 20, 2022

23/10/2023



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THE BELGIAN TRANSMISSION SYSTEM OPERATOR ELIA, TAKING INTO ACCOUNT THE FOLLOWING

Whereas

- (1) Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation (hereafter referred to as “SOGL”) entered into force on 14 September 2017.
- (2) The Code of Conduct, approved by CREG by decision (B) 2409 of October 20, 2022, and as amended from time to time, establishing conditions for connection and access to the transmission grid and methods for calculating or setting conditions for the provision of ancillary services and access to cross-border infrastructure, including the procedures for capacity allocation and congestion management
- (3) Elia Transmission Belgium S.A./N.V. (hereafter referred to as “Elia”) is responsible for the operation of the Belgian transmission system, for which it holds a right of ownership or at least a right of use. Elia has been designated as Transmission System Operator (TSO), pursuant to the Act of 29 April 1999 on the organisation of the electricity market, and ensures the safety, reliability and efficiency of the Belgian transmission system.
- (4) These Terms and Condition for Scheduling Agent (hereafter referred to as “T&C SA”) are a proposal developed by Elia pursuant to article 46, 49 and 52 of the SOGL and articles 128 to 135 and article 243 of the Code of Conduct
- (5) These T&C SA take into account the general principles, goals and other methodologies set in SOGL by:
 - (a) applying the principle of proportionality and non-discrimination pursuant to article 4(2)(a) of the SOGL;
 - (b) ensuring transparency pursuant to article 4(2)(b) of the SOGL;
 - (c) applying the principle of optimisation between the highest overall efficiency and lowest total costs for all parties involved pursuant to article 4(2)(c) of the SOGL;
 - (d) ensuring TSOs make use of market-based mechanisms as far as possible, to ensure network security and stability pursuant to article 4(2)(d) of the SOGL;
 - (e) respecting the responsibility assigned to the relevant TSO in order to ensure system security, including as required by national legislation pursuant to article 4(2)(e) of the SOGL;
 - (f) consulting with relevant DSOs and take account of potential impacts on their system pursuant to article 4(2)(f) of the SOGL; and
 - (g) taking into consideration agreed European standards and technical specifications pursuant to article 4(2)(g) of the SOGL.
- (6) These T&C SA take into account the general principles and goals of the All TSOs’ proposal for the Key Organisational Requirements, Roles and Responsibilities (hereafter referred to as “KORRR”) relating to information exchange in accordance with article 40(6) of the SOGL. The KORRR addresses in particular the key roles, requirements and responsibilities of the TSOs, the distribution system operators (hereinafter referred to as “DSOs”), the closed distribution system operators

- (hereinafter referred to as “CDSOs”) and the significant grid users (hereinafter referred to as “SGUs”) in relation to the information exchange necessary to ensure that observability.
- (7) Elia has handled in accordance to article 40(5) of SOGL and article 3 (3) and article 16 of the KORRR and has set in coordination with the DSOs and SGUs the applicability and scope of the information exchange of these T&C SA.
- (8) Pursuant to article 131 2° of the Code of Conduct the appointment of the SA in these T&C SA shall respect the principles described in Whereas (9) and in the SA Contract.
- (9) Pursuant to article 104 and article 243 of the Code of Conduct, the roles and responsibilities of the SA for these T&C SA shall be taken on by the Balance Responsible Party (BRP) designated as
- BRP responsible for the follow-up of the Access Point conform annex 3 of the Access Contract or
 - when applicable, the BRP responsible for the “Injection of local production” conform annex 3Bis-B of the Access Contract or the BRP responsible for the Delivery Point below the Access Point conform any annex replacing annex 3Bis-B of the Access Contract ; or
 - when applicable, the BRP responsible for “(net) injected energy” conform annex 3Ter point 2 of the Access Contract; or
 - when applicable, the BRP responsible for the follow-up of the Access Point conform annex3 and annex 5 of the Access Contract; or
 - when applicable, the BRP responsible for the follow-up of the Access Point of a CDS relating to a Technical Facility conform annex 6 and 6Ter of the Access Contract.
- (10) Pursuant to article 3(1) and article 3(9) of the KORRR the owner of the Technical Facility remains responsible for the quality of the information exchange and the compliance with the T&C SA even if he has delegated the task of SA to a third party. As long as Whereas (9) of this T&C SA is in force, this provision shall not apply.
- (11) Pursuant to article 128 of the Code of Conduct, these T&C SA shall be of application for all Technical Facilities connected to the transmission grid directly or through a CDSO with respect of the default rules defined in Whereas (19) or the exemption given in Whereas (20) and Whereas (21).
- (12) The information exchanges in these T&C SA shall be written pursuant to article 128 until article 134 of the Code of Conduct; article 3.2 (73), article 3.2 (78) article 46, article 49, article 52, article 110, article 111 and article 112 of SOGL and article 16 of the Commission Regulation (EU) 2015/1222 establishing a guideline on capacity allocation and congestion management (hereafter referred to as “CACM”).
- (13) Pursuant to article 131 3° of the Code of Conduct and article 3.2(73), article 3.2(78), article 110 and article 111 of SOGL, the SA Contract shall define the type of information exchange that need to be provided regarding scheduling and the offering of upward or downward active power output.
- (14) Pursuant to article 131 4° of the Code of Conduct and article 110 and article 111 of SOGL the SA Contract shall define the procedures and timing for providing the information exchange regarding scheduling and the offering of upward or downward active power output.

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- (15) Pursuant to article 131 5° and article 133 of the Code of Conduct the SA Contract shall foresee the modalities for the amendment of schedules and the offering of upward or downward active power output.
- (16) Pursuant to article 22 and article 23(3 & 4) of SOGL, Elia can request amendments to the schedules as remedial action.
- (17) Pursuant to article 3.2 (77) and article 102 of SOGL and article 127 of the Code of Conduct the OPA shall inform ELIA of Forced Outages. Pursuant to article 112 of SO GL and article 135 of the Code of Conduct the information provided by the SA shall be coherent with the information provided by the OPA at the level of the Delivery Point. In case of inconsistency between the information provided by the OPA and the SA for the same Delivery Point, the SA contract describes the impact for the SA.
- (18) Pursuant to article 134 of the Code of Conduct the SA of an Offshore Power Park Module should amend its daily schedule and its offering of upward and downward active power output to a forecasted or ongoing storm event. The modalities are described in the SA Contract. The SA of an Offshore Power Park Module shall coordinate these amendments required in the framework of a forecasted or ongoing storm event with Elia. In the framework of a forecasted or ongoing storm event, the SA of an Offshore Power Park Module shall not restart its Technical Facility without previous approval of and coordination with Elia.
- (19) For these T&C SA, for Synchronous Power Generating Module (SPGMs) and Power Park Module per primary energy source (PPM) with an installed capacity of less than 25 MW connected to the transmission grid directly or through a CDSO the information exchanges specified in article 46(1) (a-b), article 110 and article 111 of the SOGL, article 16 of the CACM and article 128 until 134 of the Code of Conduct shall be based on default information and as such no SA Contract needs to be signed for these Technical Facilities. The following rules shall by default apply :
- (a) Pursuant to article 131 3° of the Code of Conduct and article 3.2 (78) and article 111 of SOGL the injection schedule of the Delivery Point(s) related to the Technical Facility by default equals the maximum active power as specified in the Connection Agreement corrected with a profile if judged as relevant by Elia.
 - (b) Pursuant to article 131 6° and article 130 of the Code of Conduct by default no upward or downward active power output is assumed available.
 - (c) Should a SA of a sPGM and/or PPM with an installed capacity of less than 25 MW connected to the transmission grid through a CDSO deviate from the default rule, the concerned SA shall first request approval from the CDSO through which it is connected. The SA will inform Elia without delay of the decision of the CDSO.
- The SAs of sPGMs or PPMs with an installed capacity of less than 25 MW connected to the transmission grid directly or through a CDSO can on voluntary basis decide to deviate from these default rules after notification of Elia and provide the information exchange according to the specifications set in the SA Contract. If the SA on a voluntary basis decides to deviate from the default rules, he needs to sign an SA Contract for the Technical Facilities for which he deviates from the default rules.
- (20) Pursuant to article 52(1) and article 53(1) of the SOGL and 130(§2) of the Code of Conduct Demand Facilities connected to the transmission grid directly or through a CDSO are exempted,
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notwithstanding the right of the TSO to request more information as stipulated in article 128(§2) of the Code of Conduct.

- (21) For these T&C SA, for sPGMs and PPMs connected to the distribution system the information exchange specified pursuant to article 49 (a) of the SOGL shall not apply. However on voluntary basis the SA of these sPGMs or PPMs connected to the distribution system could deviate from the exemption given for these Technical Facilities and provide the information exchanges after notification of Elia and as specified in the SA Contract. If the SA on a voluntary basis decides to deviate from the exemption given for these Technical Facilities, he needs to sign an SA Contract for these Technical Facilities.
- (22) Pursuant to article 46, article 49 and article 52 of SOGL and article 126 of the Code of Conduct the Outage Planning Agent (hereafter referred to as "OPA") shall provide information regarding the availability of Delivery Points related to Technical Facilities. Pursuant to article 110 and article 111 of SOGL and article 131 of the Code of Conduct the SA shall provide information regarding schedules and the offering of upward or downward active power output for the same Delivery Points. Pursuant article 135 of the Code of Conduct the Grid User of the Technical Facility should ensure coherence with information provided for same Delivery Point in the framework of the Terms and Conditions Outage Planning Agent (hereafter referred to as "T&C OPA") and T&C SA. In case of inconsistency, the SA contract describes the impact for the SA
- (23) Pursuant to article 2 §2 1° of the Code of Conduct sPGMs and PPMs used in the framework of emergency generators are exempted for the requirements specified in T&C SA, if they comply with the conditions set in this article. However on voluntary basis the SA of these sPGMs or PPMs used in the framework of emergency generators could deviate from the exemption given for these Technical Facilities and provide the information exchange after notification of Elia and as specified in the SA Contract. If the SA on a voluntary basis decides to deviate from the exemption given for these Technical Facilities, he needs to sign an SA Contract for these Technical Facilities.
- (24) Pursuant to article 131 of the Code of Conduct, ELIA published the draft proposal of the T&C SA for public consultations from 06/06/2023 until 25/08/2023 and compliant the modalities as specified in article 11 of SOGL.

SUBMITS THE FOLLOWING T&C SA TO THE COMPETENT REGULATORY AUTHORITY:

Article 1 Subject matter and scope

- (1) These T&C SA are the proposal developed by Elia regarding the Terms and Conditions for Scheduling Agents pursuant to article 46, article 49 and article 52 of SOGL and article 131 of Code of Conduct.
- (2) These T&C SA concern the rights and obligations of the SA to take action with the purpose of providing Elia the necessary information exchange to allow Elia to perform the operational security analysis in operational planning as specified in article 46(1) (a-b) of SOGL for Technical Facilities connected to the transmission system either directly or through a CDSO without prejudice to the default rules and exemptions as referred to in Whereas (19), Whereas (20) and Whereas (23).
- (3) The SA Contract is set out in Appendix to this proposal, including the definitions, general provisions and the specific provisions pursuant to the provisions stipulated in article 3.2 (73), article 3.2 (78) article 46, article 49, article 52, article 110, article 111 and article 112 of SOGL and article 128 till article 135 and article 243 of the Code of Conduct.
- (4) Pursuant to article 6 of the SOGL and article 3 of the Code of Conduct, this proposal shall be submitted to the competent regulatory authority for approval.
- (5) Pursuant to article 7 of the SOGL and article 3 of the Code of Conduct, Elia may request amendments to these T&C SA while respecting Whereas ((7)). These amendments to the T&C SA shall be publicly consulted according to article 3 of the Code of Conduct and respecting the modalities set forth in article 11 of SOGL and approved by the competent regulatory authority after submission by Elia. Any approved amendment by the competent regulatory authority, that is notified to Elia and to the affected market parties including countersignatures of the SA Contract by Elia shall apply automatically but not earlier than one month after notification by Elia to the affected market parties (except otherwise where foreseen in the amendment), without the need for the SA to sign a new SA Contract as long as Whereas (9) of these T&C SA is not amended and the BRP as specified in Whereas (9) of the Technical Facility remains the same party. The latter does not withstand the modalities for termination as specified in the SA Contract of a particular SA.

Article 2 Implementation Date

- (1) The T&C SA shall enter into force after notification by the competent regulatory authority of Elia of its approval and after notification of the affected market parties by Elia. Elia shall inform market parties affected by the T&C SA of their entry into force and market parties shall have one month after notification to sign the SA Contract with Elia.
- (2) After notification of approval by the competent regulatory authority to whom Elia had submitted the T&C SA, Elia shall publish a consolidated version of these T&C SA on the Elia website including the Appendix containing the SA Contract as specified in article 8 of SOGL. In case of a conflict between the consolidated version on the Elia website and the T&C SA including the Appendix as approved by the competent regulatory authority and entered into force in accordance with the applicable regulatory regimes, the latter shall prevail.
- (3) The T&C SA shall in any case not enter into force earlier than one month after notification by Elia of the affected market parties as described in paragraph 1.

- (4) The T&C SA shall enter into force for an undetermined duration.
- (5) Notwithstanding Whereas (19), Whereas (20), Whereas (21) and Whereas (22) the SAs of Technical Facilities directly connected to transmission grid or through a CDSO or DSO for which no default rule applies or exemption is granted, shall mandatory sign the SA Contract with Elia within the delay set in Article 2 (1 and 3). The SA signing the Contract shall be the BRP in these T&C SA as identified in Whereas (9).
- (6) The incentive factor stated in Annex 11.A of the SA Contract will be gradually adjusted according to the following implementation schedule:
 - (a) For a period of twelve (12) months starting on the date of entry into force of these T&C SA, if this occurs on the first (1st) day of the month, or if not, on the first (1st) day of the month following the entry into force of these T&C SA, the incentive factor will be equal to zero (0) percent.
 - (b) For the next twelve (12) months, the incentive factor will be equal to five (5) percent.
 - (c) After these twelve (12) months, the incentive factor will be equal to ten (10) percent

Article 3 **Expected impact on the objectives of this Regulation**

- (1) The expected impact of these T&C SA on the objectives of the SOGL can be described as follows:
 - (a) the principle of proportionality and non-discrimination pursuant to article 4(2)(a) of the SOGL and article 131 of Code of Conduct will be applied to all modalities specified in the SA Contract;
 - (b) these T&C SA will be accessible to all affected market players at the same time and in a transparent manner pursuant to article 4(2)(b) of the SOGL;
 - (c) The translation of the Whereas (19), Whereas (20), Whereas (21) and Whereas (23) in these T&C SA applying the principle of optimization between the highest overall efficiency and lowest total costs for all parties involved pursuant to article 4(2)(c) of the SOGL;
 - (d) This SA Contract in line with Whereas (7) ensures grid stability and security while respecting article 13(7)(b) of the EU Regulation (2019/943) that the compensations take into account net revenues from the sale of electricity on the day-ahead market and calling upon the possibility of article 13(3) of the EU Regulation (2019/943) to have a non-market based design after the day-ahead market if the number of Technical Facilities is too low to ensure effective competition. Given the principles introduced in this SA Contract avoid the introduction of (new) market distortions, this SA Contract is also pursuant to article 4(2)(d) of the SOGL;
 - (e) By setting the modalities of the SA Contract in such way that Elia has the relevant information to ensure system security, including as required by national legislation pursuant to article 4(2)(e) of the SOGL;
 - (f) The Whereas (21) was specified after consulting relevant DSOs and taking into account potential impacts on their system pursuant to article 4(2)(f) of the SOGL; and

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- (g) The SA Contract takes into consideration agreed European standards and technical specifications pursuant to article 4(2)(g) of the SOGL.

Article 4 Language

- (1) The reference languages for the T&C SA are Dutch and French. The T&C SA will be made available to affected market players in English for information and consultation purposes.

Article 5 General provisions

- (1) In these T&C SA, unless the context require otherwise:
- (a) The singular indicates the plural and vice versa;
 - (b) References to one gender include all other genders;
 - (c) The table of contents, titles and headings in this T&C SA are for convenience only and do not affect their interpretation;
 - (d) The word “including” and its variations are to be construed without limitation;
 - (e) 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.

APPENDIX : CONTRACT FOR SCHEDULING AGENT

Contract for Scheduling Agent

SA Contract

Contract Reference [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 “**SA**”,

and

ELIA Transmission Belgium 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** 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 (hereinafter referred to as the “transmission system”);
- ELIA has been appointed as Transmission System Operator (hereinafter referred to as the “TSO”), in accordance with the Belgian law of 29 April 1999 concerning the organisation of the electricity market (hereinafter referred to as the “Electricity Act”) 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 accordance with the SOGL;

the following points have been agreed:

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PART I - GENERAL CONDITIONS

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;
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, <i>M.B.</i> 11.05.1999 » / « Wet van 29 april 1999 betreffende de organisatie van de elektriciteitsmarkt, <i>B.S.</i> 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 Art. 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, 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(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 Art. 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 Art. I.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 Art., 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 comprehensively 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 Art. 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 any Direct Damage. 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.

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 regulations¹), 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 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.

¹Including Art. 72 of CACM; Art. 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 Art. 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.

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. 1.7.3:

- 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. 1.8 CONFIDENTIALITY

1.8.1 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 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 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 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 Art. 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.

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 Art. 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 SA Contract, 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 SA Contract in the sense of these statutory or regulatory definitions.

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

1.	Access Contract	As defined in article 2 §1 45° of the Code of Conduct;
2.	Access Point(s)	As defined in article 2 §1 46° of the Code of Conduct 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 inject or take 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.	Available or "A"	As defined in the OPA Contract;
5.	Availability Plan	As defined in the OPA Contract;
6.	Availability Status	As defined in the OPA Contract;
7.	Balance Responsible Party or "BRP"	As defined in article 2(7) of the EBGL and listed in the register of Balance Responsible Parties;
8.	Balancing Services	As defined in article 2(3) of the EBGL;
9.	Baseline	Value (in MW) representing the average power on a quarter-hourly basis that would have been measured on the considered Delivery Point without any activation requested by ELIA. Net Offtake from the ELIA Grid is considered as a positive value, net Injection into the ELIA Grid is considered as a negative value. In the framework

		of the SA Contract this value is equal to the Daily Schedule;
10.	BRP Contract	The contract concluded between ELIA and the BRP pursuant to article 119 of the Code of Conduct;
11.	BSP Contract aFRR	Balancing service provider contract for the Automatic Frequency Restoration Reserve;
12.	BSP Contract mFRR	Balancing service provider contract for the Manual Frequency Restoration Reserve;
13.	Closed Distribution System or "CDS"	As defined in article 2 §1 5° of the Code of Conduct. For the purpose of these Specific Conditions, CDS refers to CDS connected to the ELIA Grid;
14.	CDS Operator or "CDSO"	As defined in article 2 §1 11° of the Code of Conduct;
15.	Central European Timezone/Central European Summer Time or "CET/CEST"	Time zone which is 1 hour ahead of coordinated universal time outside periods of daylight saving time (CET) and 2 hours ahead of from Coordinated Universal Time during periods of daylight saving time (CEST);
16.	Code of Conduct	The code of conduct, approved by CREG by decision (B) 2409 of October 20, 2022, and as amended from time to time, establishing conditions for connection and access to the transmission grid and methods for calculating or setting conditions for the provision of ancillary services and access to cross-border infrastructure, including the procedures for capacity allocation and congestion management;
17.	Congestion Risk Indicator or "CRI"	As defined in the Rules for Coordination and Congestion Management;
18.	Connection Contract	As defined in article 2 §1 22° of the Code of Conduct;
19.	Coordinable or "C"	The Coordinability Level corresponding to the ability to modify the Injection (and/or Offtake) on the ELIA Grid, upon request by ELIA.
20.	Coordinability Level	Characteristic given per direction (i.e. upwards and downwards) to a Technical Facility corresponding to its ability to modify or not its Injection (or Offtake) on the ELIA Grid, upon request by ELIA.
21.	Daily Schedule	The set of values (in MW), on a quarter-hourly basis, representing the most accurate expected Injection and/or Offtake by a Delivery Point for a considered Day, without

		taking into account any participation of the Delivery Point in the provision of Balancing Services or RD Service.
22.	Day	Period of one Day starting at 00:00 CET morning until 24:00 CET;
23.	Delivery Point or "DP"	A point on an electricity grid or within the electrical facilities of a Grid User, where a service is delivered. This point is associated with one or several metering(s) and/or measures, according to dispositions of the contract related to this service, that enable(s) ELIA to control and assess the delivery of the concerned service;
24.	Direct Activation	An activation of a set of RD Energy Bids, requested by ELIA, requiring ramping, to RD Requested, to start immediately;
25.	DP_Pmaxinj	The maximum power, represented as a positive value, that can be injected into the ELIA Grid by the Delivery Point;
26.	DP_Pmininj	The minimum regulating power, represented as a positive value, that can be injected into the ELIA Grid by the Delivery Point;
27.	DP_Pmaxoff	The maximum power, represented as a positive value, that can be taken off the ELIA Grid by the Delivery Point;
28.	DP_Pminoff	The minimum regulating power, represented as a positive value, that can be taken off the ELIA Grid by the Delivery Point;
29.	Electrical Zone	As defined in the Rules for Coordination and Congestion Management;
30.	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;
31.	FCR Requested	As defined in the FCR contract;
32.	Forced Outage or "FO"	As defined in the OPA Contract;
33.	Full Activation Time or "FAT"	Minimum period needed between the request for activation and the corresponding full delivery of the concerned product. The FAT is by default 12,5 minutes;

34.	Frequency Containment Reserves or “FCR”	As defined in article 3(6) of the SOGL;
35.	Grid User	As defined in article 2 §1 16° of the Code of Conduct for a Grid User connected to the ELIA Grid or to Public Distribution Grid; or as defined in article 2 §1 12° of the Code of Conduct for a Grid User connected to a CDS;
36.	Headmeter	A (group of) meter(s), as defined in article 2 §1 59° of the Code of Conduct, associated with the Access Point as determined by ELIA, or the DSO (for the Public Distribution Grid), installed by ELIA for the ELIA Grid and the DSO for the Public Distribution Grid;
37.	Headmetering	The recording of active energy, as defined in article 2 §1 60° of the Code of Conduct, by means of a Headmeter;
38.	Imbalance Price	As defined in article 2 (12) of the EBGL;
39.	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: from the Delivery Point towards the Elia Grid;
40.	LFCBOA	LFC block operational agreement ELIA, in accordance with article 119 of the SOGL;
41.	Load – Frequency Control Block or “LFC Block”	As defined in article 3 (18) of the SOGL;
42.	Manual Frequency Restoration Reserve or “mFRR”	Frequency Restoration Reserve (FRR), as defined in article 3 (7) of the SOGL, that can be activated manually;
43.	Maximum Activation Time or “MAT”	Maximum time (in min) during which the maximum volume of a set of RD Energy Bids, related to the same Operating Mode, can be continuously activated.
44.	Maximum Energy Level or “MEL”	Maximum amount of energy (in MWh) that can be continuously activated in a set of RD Energy Bids, related to the same Operating Mode.
45.	Minimum Activation Time or “MIT”	Minimum time (in min) a set of RD Energy Bids, related to the same Operating Mode, should be continuously activated.
46.	Maximum Available Power or “P _{max} Available”	As defined in the OPA Contract;

47.	Metering Device	As defined in article 2 §1 59° of the Code of Conduct;
48.	Month	Period starting at 00h00 CET the 1 st Day of a month until 24h00 CET the last Day of the same month;
49.	Not Coordinable or “NC”	The Coordinability Level corresponding to the inability to modify the Injection (or Offtake) on the ELIA Grid, upon request by ELIA.
50.	Offtake	The Offtake of active power as measured at the Delivery Point. The term Offtake is used to designate a certain sense of energy flow: from the Elia Grid towards the Delivery Point;
51.	Operating Mode	Any subset of Technical Units, being part of the same Technical Facility, that can generate or consume electricity on its own;
52.	Outage Planning Agent or “OPA”	As defined in article 3(87) of the SOGL;
53.	Pool	The complete list of Delivery Points included by the SA in the SA Contract;
54.	Power Measured or “DP _{measured} ”	The net active power, i.e. the difference between gross offtake and gross injection, measured at a Delivery Point per quarter-hour. Net Offtake from the Elia Grid is considered as a positive value, net Injection into the Elia Grid is considered as a negative value;
55.	Power Park Module or “PPM”	For the purpose of the SA Contract, a PPM, as defined in Art. 2(17) of the RfG, is limited to one type of primary energy source;
56.	Providing Group	Any subset of Delivery Points part of the Pool of the SA;
57.	Public Distribution Grid	As defined in article 2 §1 10° of the Code of Conduct;
58.	Redispatching Service or “RD Service”	The provision of Redispatching as defined in Art. 2 (26) of the Commission Regulation (EU) No. 543/2013 of 14 June 2013;
59.	Redispatching Power or “RD Power”	A quantity of the RD Service expressed in MW. RD Power in the upwards direction is considered as a positive value, RD Power in the downward direction is considered as a negative value;

60.	Redispatching Energy Bid or “RD Energy Bid”	A combination of a volume (in MW), a price (in €/MWh) submitted by the SA to ELIA for activation;
61.	Redispatching Energy Missing or “RD Energy Missing”	The energy corresponding to the difference (in MWh) between the energy related to the RD Requested and the RD Supplied by the SA;
62.	Redispatching Requested or “RD Requested”	The RD Power requested (in MW) by ELIA for a certain quarter-hour in case of activation. In case that RD Requested is an upwards (respectively downwards) activation this value is positive (respectively negative);
63.	Redispatching Gate Closure Time or “RD GCT”	The point in time after which submission or update of a Daily Schedule or RD Energy Bid is no longer permitted, except in case of FO. The RD GCT is 45 minutes before the beginning of the concerned quarter-hour;
64.	Redispatching Supplied or “RD Supplied”	The quantity of RD Power physically supplied by the SA to ELIA;
65.	RfG	The Commission Regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators;
66.	Rules for Coordination and Congestion Management	A document, approved by the CREG, describing the operating rules, followed by ELIA, to ensure security and reliability of the ELIA Grid and to manage congestion, pursuant to article 59 (10) of the Electricity Directive, and article 122 of the Code of Conduct;
67.	SA Contract	Contract for the Scheduling Agent, pursuant to article 131 of the Code of Conduct;
68.	Scheduled Activation	An activation of a set of RD Energy Bids, requested in advance by ELIA, for which the start time is the beginning of the quarter-hour indicated in the request of ELIA.
69.	Scheduling Agent or “SA”	As defined in article 3(90) of the SOGL, and identified on the first page of the SA Contract;
70.	Sea Storm	As defined in the BRP Contract;
71.	Submeter	Either a meter, as defined in article 2 §1 59° of the Code of Conduct, situated downstream of the Headmeter, or an equation between one or more meter(s) situated downstream of the Headmeter and/or the Headmeter;

72.	Submetering	The recording of active energy, as defined in article 2 §1 60° of the Code of Conduct, by means of a Submeter;
73.	Synchronous Power Generating Module or “sPGM”	As defined in Art. 2(9) of the RfG;
74.	Technical Facility	Complete set of Technical Unit(s) which are operationally linked and which, combined together in one or several Operating Modes, can inject (or take off) electricity;
75.	Technical Unit	Device or aggregation of devices connected directly or indirectly to the synchronous electrical network that produces and/or consumes electricity;
76.	Unavailable or “U”	As defined in the OPA Contract;
77.	Week	Period starting at 00h00 CET the monday of a week until 24h00 CET of sunday of the same week;
78.	Year	Period starting at 00h00 CET the 1 st of January of a year until 24h00 CET of the 31 st of December of the same year.

TITLE 2: CONDITIONS FOR PARTICIPATION

Art. II.2 CONDITIONS FOR THE SA

- II.2.1 The BRP responsible for Injection at any Access Point, including Technical Facility(ies) that satisfies(y) the conditions of Art. II.3.1 or II.3.2, takes the responsibility for scheduling and provision of RD Service, as foreseen in the SA Contract, in accordance with article 243 of the Code of Conduct.
- II.2.2 The SA complies with conditions set forth in the open qualification procedure as explained in Annex 2.A.
- II.2.3 ELIA is entitled to evaluate, at any time during the validity period of the SA Contract, whether the SA complies with the conditions mentioned in Art. II.2.1 and II.2.2. This does not mean that ELIA is entitled, in the framework of the SA Contract, to physically access SA assets without prior permission.
- II.2.4 If the SA no longer complies with conditions in Art. II.2.2, ELIA will notify the SA by registered letter. If the SA remains uncompliant to these conditions 15 Working Days after reception of notification, the SA Contract will be terminated in accordance with Art. I.11 of the General Conditions.
- II.2.5 The Parties shall ensure that the proper performance of the SA Contract 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 In accordance with articles 123 §2 and 128 of the Code of Conduct and article 49 of the SOGL, any Technical Facility, complying with the following conditions:
- The Technical Facility is linked to an Access Point connected to the ELIA Grid or to a CDS;
 - The maximum power of the Technical Facility, as mentioned in the Connection Contract, is equal or higher than 25 MW;
- is subject to a mandatory participation to scheduling and RD Service as foreseen in the SA Contract.
- II.3.2 In accordance with article 123 §2 of the Code of Conduct and article 49 of the SOGL, any Technical Facility, complying with the following conditions:
- The Technical Facility is linked to an Access Point connected to the ELIA Grid, to a CDS, or to a Public Distribution Grid;
 - The maximum power of the Technical Facility, as mentioned in the Connection Contract, is equal or higher than 1 MW and lower than 25 MW;
- is subject to a voluntary participation to scheduling and RD Service as foreseen in the SA Contract. A voluntary participation can be ended, pursuant to Art. II.3.13.

II.3.3 A Delivery Point² may be any Technical Unit or group of Technical Units identified by a Metering Device.

The rules for Technical Facilities connected to the ELIA Grid or to a CDS apply as follows:

Technical Facility Category	Rules for determination of Delivery Point
sPGM	<p>A Delivery Point is defined for each Technical Unit of the sPGM.</p> <p>The Delivery Point can only be the sPGM itself if the conditions listed below are simultaneously fulfilled:</p> <ol style="list-style-type: none"> 1. All Technical Units of the sPGM can only be operated simultaneously; 2. All Technical Units of the sPGM are linked to the same Access Point;
PPM	<p>A Delivery Point is defined per PPM.</p> <p>Multiple Delivery Points per PPM can only be defined if the conditions listed below are simultaneously fulfilled:</p> <ol style="list-style-type: none"> 1. Multiple BRP's are appointed behind the Access Point of the concerned PPM; 2. The ELIA contractual responsible, listed in Annex 13, and the SA mutually agree to use the same structure for the definition of the Delivery Points in the SA Contract, meaning that the Delivery points in the BRP Contract are identical to the Delivery Points in the SA Contract;

II.3.4 All Delivery Points must comply with the metering requirements set forth in Annex 3.

II.3.5 All Delivery Points, as mentioned in Art. II.3.3, are related to Access Point(s) included in valid Access Contract(s) and in a valid BRP Contract.

² A Delivery Point defined in SA Contract will also be the Delivery Point for the OPA Contract.

- II.3.6 The SA declares that an upward (respectively downward) activation of RD Services at any 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 SA in case no visible effect at the level of the Access Point is observed, during an activation of the RD Service.
- II.3.7 The SA and ELIA agree on the list of Delivery Points, in accordance with template provided in Annex 1.A. The SA declares that all listed Delivery Points are compliant with all applicable conditions, as per Art. II.3.
- II.3.8 The Delivery Point(s) related to a Technical Facility inherit(s), for each direction (upwards and downwards) the Coordinability Level of the Technical Facility;
- II.3.9 Per Operating Mode related to the list of Delivery Points, the SA and ELIA can mutually agree on the following values, based on the template in Annex 1.B:
- MAT, MEL and/or MIT;
 - FAT which deviates from its default value.
- II.3.10 Per Operating Mode related to the list of Delivery Points, the SA and ELIA agree on the activation price formula, which is cost based pursuant to Annex 6, based on the template in Annex 1.C.
- II.3.11 Elia can, in agreement with the CREG, impose a revision of the activation price formula, mentioned in Annex 1.C.
- II.3.12 The list of Delivery Points and related information, based on the templates in Annex 1, should at all times be complete and kept up to date by the SA.
- II.3.13 The agreed list of Delivery Points and related information may be modified by submitting an updated list, based on the templates in Annex 1, to the ELIA contractual responsible listed in Annex 13 under the following conditions:
- At the moment of the notification by the SA, the Delivery Point(s) to be added and the updated information must be in respect of all applicable conditions, pursuant to Art. II.3;
 - Following the request by the SA for an update of Annex 1, ELIA disposes of 10 Working Days to approve the modifications and notify the approval (or reasons for rejection) by e-mail to the SA contractual responsible, listed in Annex 13;
 - The date of entry into force of each modification is subject to prior mutual agreement between the parties;
 - The SA 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.3.14 For each Delivery Point, the following values in Annex 1.A, relevant for participation to the RD Service, are determined as follows:

- The Electrical Zone which is determined by ELIA, in accordance with the Rules for Coordination and Congestion Management.
- The $DP_P_{max_{inj}}$ is equal to the sum of maximum Injection power of all Technical Units, related to the Delivery Point;
- The $DP_P_{min_{inj}}$ is equal to the lowest minimum Injection power of the Technical Units, related to the Delivery Point;
- The $DP_P_{max_{off}}$ is equal to the sum of maximum Offtake power of all Technical Units, related to the Delivery Point;
- The $DP_P_{min_{off}}$ is equal to the lowest minimum Offtake power of the Technical Units, related to the Delivery Point.

In case one of the aforementioned values does not apply, the SA should indicate “N/A” in Annex 1.A. These values are given in Annex 14.

TITLE 3: TEST PRIOR TO PARTICIPATION

Art. II.4 COMMUNICATION TEST

- II.4.1 After signature of the SA Contract and before submission of any Daily Schedule or RD Energy Bid, the communication requirements for activation of RD Energy Bids and return to Daily Schedule requests, as described in Annex 7.A and Art. II.10.1, must have been successfully tested.
- II.4.2 The SA must respect the requirements of the communication test, pursuant to Art. II.4.1, at all times during the validity of the SA Contract.
- II.4.3 The general liability regime organized by Art. I.6 of the General Conditions is applicable during the communication tests.
- II.4.4 Both parties can request a communication test at any time to check whether the communication channels are operational.
- II.4.5 ELIA will not remunerate costs linked to communication tests.

TITLE 4: MUST-RUN AND MAY-NOT-RUN

Art. II.5 MUST-RUN AND MAY-NOT-RUN REQUESTS

- II.5.1 A must-run or a may-not-run corresponds to one of the options below:
- The Daily Schedule is equal to a constant value;
 - The Daily Schedule is not higher than a maximum threshold;
 - The Daily Schedule is not lower than a minimum threshold;
 - A combination of options b) and c) in which case the maximum threshold needs to be larger than the minimum threshold.
- II.5.2 At the latest 5 Working Days before Day D, ELIA can request to the SA contractual responsible listed in Annex 13, for one (or more) Delivery Point(s) with an Availability Status that is Available, a must-run or a may-not-run for one or more quarter-hours of Day D, pursuant to Art. II.5.1.
- II.5.3 In case of a grid security risk, ELIA can request a must-run or a may-not-run, pursuant to Art. II.5.1, later than 5 Working Days before Day D. In this case the must-run and may-not-run is subject to agreement with the SA.
- II.5.4 A request for a must-run or a may-not-run, pursuant to Art. II.5.2 and Art. II.5.3, is performed in accordance with the Rules for Coordination and Congestion Management.
- II.5.5 In case the request, pursuant to Art. II.5.2, is technically infeasible, the SA does not send an offer. In such case the SA sends a sound justification, not later than 5 Days after the request, by e-mail, to the ELIA contractual responsible, listed in Annex 13.
- II.5.6 Upon request for a must-run or a may-not-run, pursuant to Art. II.5.2, the SA sends an offer, not later than 5 Days after the request, by e-mail, to the ELIA contractual responsible, listed in Annex 13. The offer respects the cost reflective conditions as described in Annex 6.
- II.5.7 In case of a May-not-run, which corresponds to a Daily Schedule of 0 (zero) MW, the price of the offer at least remunerates for the prevented power Injection according to the specifications in Annex 10.
- II.5.8 Pursuant to Art. II.5.6, ELIA can either accept or refuse the offer. ELIA informs the SA contractual responsible, listed in Annex 13, by e-mail, of its decision.
- II.5.9 In case ELIA accepts the offer, pursuant to Art. II.5.8, the SA is committed to align the Daily Schedule with the concerned request for a must-run or a may-not-run.
- II.5.10 In application of Art. II.5.8, the SA is remunerated in accordance with the agreed offer.
- II.5.11 ELIA can ask additional justification about the offer, pursuant to Art. II.5.6, within 24 Months after receiving the offer, by e-mail to the SA contractual responsible listed in Annex 13.

TITLE 5: SUBMISSION OF DAILY SCHEDULES AND RD ENERGY BIDS

Art. II.6 SUBMISSION OF DAILY SCHEDULE

- II.6.1 For each Delivery Point in its Pool, the SA submits the Daily Schedule for Day D, at the latest before day ahead (Day D-1) 15h00, according to the rules set forth in Annex 4.
- II.6.2 The value of the Daily Schedule, for a quarter-hour, can be updated until the RD GCT of the concerned quarter-hour, in accordance with the rules set forth in Annex 4.
- II.6.3 The Daily Schedule should at all time be kept up to date by the SA. In case of doubt on the accuracy of certain Daily Schedule(s), ELIA can request the SA to elaborate its corresponding methodology and, if relevant, a plan for improvement of the accuracy. ELIA cannot be held responsible for any potential mistakes or errors in Daily Schedule submission.
- II.6.4 In case a Forced Outage occurs leading to a change of Daily Schedule: the SA immediately updates the impacted submitted Daily Schedule in accordance with the rules set forth in Annex 4. The SA can do so, in contrast to Art. II.6.2, after RD GCT.
- II.6.5 A validation procedure for the Daily Schedule, as described in Annex 4.B, is performed each time a (update of) Daily Schedule is submitted to ELIA. In case of non-compliance with the validation procedure, the concerned Daily Schedule is automatically rejected by ELIA and the SA is directly notified of the rejection as well as of the reason for the rejection.
- II.6.6 Validation of any update(s) of Daily Schedule(s) is suspended from 15h00 Day D-1 till 18h00 Day D-1, for grid security analysis reasons.
- II.6.7 An update of the Daily Schedule of a Delivery Point in the upward (downward) direction is not permitted in case the concerned Delivery Point is included in a RD Energy Bid activated in the downward (upward) direction.
- II.6.8 In case of a Sea Storm, an update of the Daily Schedule for an offshore PPM in the upwards direction, submitted between the notice, by ELIA, of an upcoming Sea Storm and the end of the second hour after this Sea Storm, can be rejected, pursuant to article 134 of the Code of Conduct. ELIA only rejects the Daily Schedule in case a grid security risk arises due to the restart of the offshore PPM after the Sea Storm. The SA is notified of the rejection as soon as possible and at the latest 30 minutes before real-time.
- II.6.9 The Daily Schedule must at all time be aligned with the agreed must-run and may-not-run requests, pursuant to Art. II.5.9.
- II.6.10 The Daily Schedule must at all time be aligned with the Availability Plan.

Art. II.7 SUBMISSION OF RD ENERGY BIDS

- II.7.1 The duration of a RD Energy Bid is a single quarter-hour.
- II.7.2 The Delivery Point(s) listed in a RD Energy Bid must represent a single Operating Mode.
- II.7.3 RD Energy Bids for possible activation on Day D have to be submitted by the SA to ELIA, at the latest in day-ahead (Day D-1) 15h00, according to the rules set out in Annex 5, while taking into account the obligations of article 130 §1 of the Code of Conduct.
- II.7.4 The SA only needs to submit RD Energy Bids for the Coordinable direction(s) (upwards and/or downwards) of the Delivery Point;
- II.7.5 RD Energy Bids can be submitted and updated until RD GCT in accordance with the rules set forth in Annex 5.
- II.7.6 A validation procedure for a RD Energy Bid, as described in Annex 5.F, is performed each time an (update of a) RD Energy Bid is submitted to ELIA. In case of non-compliance with the validation procedure, the concerned (update of a) RD Energy Bid is automatically rejected by ELIA and the SA is directly notified of RD Energy Bid rejection as well as of the reason for the rejection.
- II.7.7 A RD Energy Bid is a firm commitment by the SA to supply the corresponding RD Power, in case of activation, pursuant to Art.II.9.1.
- II.7.8 The SA is responsible for the correctness and accuracy of his RD Energy Bids. ELIA cannot be held responsible for any potential mistakes or errors in RD Energy Bid submission.
- II.7.9 In case a Forced Outage occurs leading to a decrease of the volume offered in a RD Energy Bid. The SA immediately updates the impacted RD Energy Bids in accordance with the rules set forth in Annex 5. The SA can do so, in contrast to Art. II.7.5, after RD GCT.
- II.7.10 The activation price is calculated in accordance with the activation price formula, pursuant to Art.II.3.10. In case of doubt on the cost reflectiveness of a certain RD Energy Bid, ELIA can request the SA a sound justification that the activation price formula, is correctly applied. After such a request, the SA disposes of 10 Days to provide the justification to the ELIA contractual responsible, listed in Annex 13. Recurring unsatisfactory justifications are deemed abusive behaviour and are reported to the CREG.
- II.7.11 The RD Energy Bid must at all time be aligned with the Availability Plan.

Art. II.8 LINK BETWEEN DAILY SCHEDULE AND RD ENERGY BID

- II.8.1 The RD Energy Bids and the Daily Schedule must at all time be aligned. Any update of a Daily Schedule of a Delivery Point for one quarter-hour induces an update of the RD Energy Bids including the concerned Delivery Point for the concerned quarter-hour. Both updates of Daily Schedule and RD Energy Bids should be submitted within 15 minutes.
- II.8.2 In case Art. II.8.1 is not respected and ELIA is impeded to address a grid security risk that cannot be solved due to the absence of an update of RD Energy bids then ELIA can reject the last validated Daily Schedule and impose the previous validated Daily Schedule for the concerned Delivery Point.

TITLE 6: ACTIVATION

Art. II.9 ACTIVATION OF RD ENERGY BID

- II.9.1 After Day D-1 15h00, ELIA may activate partially or entirely one (or more) RD Energy Bid(s) by means of an electronic message, according to the specifications set out in Annex 7.A.
- II.9.2 The RD Requested by ELIA may vary on a quarter-hourly basis, while respecting the specifications of the RD Energy Bid activated by ELIA.
- II.9.3 ELIA activates the RD Energy Bids in accordance with the Rules for Coordination and Congestion Management and the LFCBOA.
- II.9.4 ELIA can request a Direct Activation or a Scheduled Activation.
- II.9.5 The activation of a RD Energy Bid has to be performed on the Delivery Point(s) included in the concerned RD Energy Bid, in accordance with the rules set forth in Annex 7.B.
- II.9.6 The activation of a RD Energy Bid is remunerated in accordance with Art. II.14.2.
- II.9.7 ELIA can cancel a requested Scheduled Activation, at latest before the RD GCT of the first RD Energy Bid of the Scheduled Activation.
- In any case ELIA must cancel an activation before the start of the ramping, considering the FAT.
- II.9.8 In case of cancellation of a scheduled activation by ELIA, before 22h00 Day D-1, the remuneration, pursuant to Art. II.14.3, is cancelled.
- II.9.9 The perimeter of the BRP is corrected in accordance with dispositions set forth in the BRP Contract. The method applied for correction is the “block approach” as described in Annex 7.C.

Art. II.10 RETURN TO DAILY SCHEDULE

- II.10.1 A return to Daily Schedule is a request by ELIA, for one Delivery Point, to comply with the last validated Daily Schedule and applies instantly until the end of the third quarter-hour after the request. The request is sent by means of an electronic message to which the SA should at all time be able to respond.
- II.10.2 ELIA requests a return to Daily Schedule in accordance with the Rules for Coordination and Congestion Management.
- II.10.3 A return to Daily Schedule for a Delivery Point is only requested by ELIA in the upward (downward) direction in case of high or medium CRI level in the downward (upward) direction in the Electrical Zone to which the Delivery Point belongs.
- II.10.4 The determination of the CRI level is performed in accordance with the Rules for Coordination and Congestion Management. The CRI level is published, by ELIA, not later than 15 minutes after the request for a return to Daily Schedule.
- II.10.5 A request for an upward (downward) return to Daily Schedule is sent only for Delivery Points Coordinable in the upward (downward) direction.
- II.10.6 In case of an upward (downward) return to Daily Schedule no deviations from the Daily Schedule in the downward (upward) direction are permitted, without prejudice to the obligations due to Balancing Service activations and/or activations of RD Energy Bids.
- II.10.7 Pursuant to article 131 §2 9° of the Code of Conduct, a return to Daily Schedule request is not remunerated.

TITLE 7: ACTIVATION, RETURN TO DAILY SCHEDULE AND DATA COMPLETENESS AND CONSISTENCY CONTROL

Art. II.11 ACTIVATION CONTROL

- II.11.1 ELIA considers an activation of a RD Energy Bid as non-compliant if at least one of the following conditions is satisfied:
- The RD Energy Missing is greater than 0 (zero) for at least one quarter-hour, in accordance with Art.II.11.2;
 - The SA has failed to execute the communications as foreseen in Annex 7.A (without fault by ELIA).
- II.11.2 The determination of the RD Energy Missing is performed, per Providing Group, on a quarter-hourly basis, in accordance with Annex 8.A.
- II.11.3 ELIA checks every Month M if the activation of RD Energy Bids of Month M-2 is compliant, pursuant to Art. II.11.1.
- II.11.4 ELIA informs the SA via a report as foreseen in Art. II.16.1.
- II.11.5 In case of a non-compliant activation of a RD Energy Bid, determined in accordance with Art.II.11.1, incentives are applied as foreseen in Art. II.15.1.

Art. II.12 RETURN TO DAILY SCHEDULE CONTROL

- II.12.1 ELIA checks every Month M if any return to Daily Schedule requested during Month M-2, is compliant in accordance with Annex 9.
- II.12.2 ELIA informs the SA via a report as foreseen in Art. II.16.1.
- II.12.3 In case of a non-compliant return to Daily Schedule, determined in accordance with Art. II.12.1, incentives are applied as foreseen in Art. II.15.2.

Art. II.13 DATA COMPLETENESS AND CONSISTENCY CONTROL

- II.13.1 ELIA checks every Month M the completeness of the Daily Schedule of Month M-2, pursuant to Art. II.6.1.
- II.13.2 ELIA checks every Month M the consistency of the Daily Schedule with the Availability Plan of Month M-2, pursuant to Art. II.6.10.
- In case the Availability Status is Available the Daily Schedule must be lower than or equal to the P_{max} Available.
 - In case the Availability Status is Unavailable the Daily Schedule must be equal to zero (0).

- II.13.3 ELIA checks every Month M the consistency of the submitted RD Energy Bids and the Availability plan of Month M-2, pursuant to Art. II.7.11.
- In case the Availability Status is Available at least one RD Energy Bid has to be submitted, considering the Coordinability Level and limitations induced by contracted balancing energy bids;
 - In case the Availability Status is Unavailable no RD Energy Bid is submitted.
- II.13.4 A data incompleteness or inconsistency identified as described in Art. II.13.1, Art. II.13.2 and Art. II.13.3 is penalized in accordance with Art. II.15.4
- II.13.5 ELIA informs the SA about incentives due to data completeness or consistency control, via a report as foreseen in Art. II.16.1.

TITLE 8: REMUNERATION & INCENTIVES

Art. II.14 REMUNERATION

Remuneration for a must-run or a may-not-run

II.14.1 A must-run or a may-not-run is remunerated in accordance with Art. II.5.10.

Remuneration of RD Requested

II.14.2 The remuneration of RD Requested is based on a paid-as-bid principle. By convention, a positive value corresponds to an amount paid by ELIA to the SA while a negative value corresponds to an amount paid by the SA to ELIA.

II.14.3 The remuneration of the RD Requested upwards (downwards), for Month M, is the sum of the remuneration for RD Requested of all activated RD Energy Bids of Month M activated upwards (downwards) by ELIA.

II.14.4 The remuneration of RD Requested of a RD Energy Bid is equal to the multiplication of:

- The RD energy requested, in MWh, corresponding to the RD Requested for the concerned RD Energy Bid, as described in Annex 7.D.
- The activation price in €/MWh of the concerned RD Energy Bid, as submitted according to Art. II.7.

Art. II.15 INCENTIVES³

Activation control incentives

II.15.1 A financial incentive, in accordance with article 55 of the SOGL and article 74 of the CACM, applies on each non-compliant activation of a RD Energy Bid, pursuant to Art. II.11.5. The calculation of the incentive is detailed in Annex 11.A.

Return to Daily Schedule control incentives

II.15.2 A financial incentive, in accordance with article 55 of the SOGL and article 74 of the CACM, applies on each non-compliant return to Daily Schedule, pursuant to Art.II.12.3. The calculation of the incentive is detailed in Annex 11.B.

II.15.3 In case a Forced Outage occurs during the application of a return to Daily Schedule, in accordance with Art. II.10.1, no incentives, pursuant to Art. II.15.2, apply.

Data completeness and consistency control incentives

II.15.4 A financial incentive, in accordance with article 55 of the SOGL and article 74 of the CACM, applies on each incompleteness or inconsistency, pursuant to Art II.13.4. The calculation of the incentive is detailed in Annex 11.C.

³ The reference to “penalty” made in Art I.6.1 of the General Conditions is to be considered as a reference to “incentive”.

TITLE 9: INVOICING

Art. II.16 INVOICING AND PAYMENT

- II.16.1 At the latest by the end of each calendar Month M, ELIA presents to the SA, through a joint validation platform or other channel⁴:
- a report related to the activation control of the RD Service provided by the SA in Month M-2, as foreseen in Art. II.11.4. This report indicates, amongst others, all incentives for Month M-2 as calculated by ELIA in accordance with Art. II.15.1;
 - a report related to the return to Daily Schedule control for Month M-2, as foreseen in Art. II.12.2. This report indicates, amongst others, all incentives for Month M-2 as calculated by ELIA in accordance with Art II.15.2;
 - a report related to the data completeness and consistency control of Month M-2, as foreseen in Art II.13.5. This report indicates, amongst others, all incentives for Month M-2 as calculated by ELIA in accordance with Art. II.15.4.
- II.16.2 Disputes from the SA regarding the report and incentives stipulated in Art. II.16.1 or regarding the price offer, pursuant to Art. II.5.6, must be reported within 25 calendar Days starting from the Day following ELIA submission 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.16.3 If no agreement can be reached, pursuant to Art. II.16.2:
- the SA, when drawing up his credit note for Month M as specified in Art. II.16.4, shall take into account the incentives 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 of the General Conditions shall apply.

⁴ In that case, ELIA will send to the SA settlement contact, as listed in Annex 13, an e-mail containing at least the minimal set of data enabling the SA to check the proposal of ELIA.

II.16.4 Without prejudice to Art. I.5 of the General Conditions, the SA shall send, by e-mail, to ELIA invoicing & payment with a copy to ELIA settlement (both listed in Annex 13), at the latest by the 25th of each calendar Month M, either:

- An invoice for remuneration of a must-run or a may-not-run for the Month M-1, determined as described in Art. II.14.1;
- An invoice or credit note for remuneration of RD Requested for the Month M-1, calculated as described in Art. II.14.3;
- As the case may be, a credit note related to activation control incentives for the Month M-2, as calculated by ELIA, pursuant to Art. II.15.1 and reported in accordance with Art. II.16.1;
- As the case may be, a credit note related to Daily Schedule control incentives for the Month M-2, as calculated by ELIA, pursuant to Art. II.15.2 and reported in accordance with Art. II.16.1;
- As the case may be, a credit note related to data completeness and consistency control incentives for the Month M-2, as calculated by ELIA, pursuant to Art. II.15.4 and reported in accordance with Art. II.16.1.

The invoice or credit note includes, pursuant to Art. I.5, for each individual implicated offer:

- The indication of the Month M;
- The applicable amount;

II.16.5 ELIA shall either approve or reject the invoices and/or credit notes within 5 Working Days after reception.

II.16.6 Annex 12 includes the appropriation structure to be mentioned by the SA.

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:

Name 1
Function

Date:

Name 2
Function

Date:

[ServiceProvider], represented by:

Name 1
Function

Date:

Name 2
Function

Date:

PART III - ANNEXES

ANNEX 1. LIST OF DELIVERY POINTS

The templates for the list of Delivery Points and related information can be retrieved from the following excel file:



Annex1-YYYYMMDD.
xlsx

1.A LIST OF DELIVERY POINTS

In accordance with Art.II.3.6, the list of Delivery Points is defined based on the following template which is exchanged between the SA and ELIA⁵:

With following structure:

Refer to sheet 1 of the excel file.

Annex 1 SA Pool attributes	
SA name	
Contract reference	
Request for update [dd/mm/yyyy]	
Go Live of the update [dd/mm/yyyy]	

Refer to sheet 2 of the excel file.

ANNEX 1 List of Delivery Points									
Delivery Point name	EAN code	Electrical Zone	DP_Pmax _{inj} [MW]	DP_Pmax _{off} [MW]	DP_Pmin _{inj} [MW]	DP_Pmin _{off} [MW]	May-not-run remuneration pursuant to Art. II 14.1		
							Start-up Fuel used for price reference	Start-up fuel consumption [GJ]	Fixed start-up cost [€]

⁵ For structural data (i.e. Coordinability Level, Operating Modes, presence of a limited energy reservoir and fuel type) the template in Annex 14 is used.

1.B LIST OF OPERATING MODE SPECIFICATIONS

In accordance with Art.II.3.9, the exhaustive lists of all possible Operating Modes for each Technical Facility is listed based on following template which is exchanged between the SA and ELIA⁶:

With following structure:

Refer to sheet 3 of the excel file.

ANNEX 1 List of Operating Mode specifications				
Operating Mode name	Operating Mode EAN	Non-default FAT for RD Energy Bids [Allowed / NA]	Non-default MAT for RD Energy Bids [Allowed / NA]	Non-default MIT for RD Energy Bids [Allowed / NA]

⁶ For structural data (i.e. Operating Mode identification and composition per Technical Facility) the template in Annex 14 is used until this same structural data is collected through the upcoming reviewed Connection Contract.

1.C ACTIVATION PRICE FORMULA

Pursuant to Art.II.3.10, the SA and the Elia contractual responsible listed in Annex 13, mutually agree by e-mail, for each Operating Mode listed in Annex 1.B, on an activation price formula. The activation price formula respects fair competition, the cost based principle mentioned in Annex 6 as well as the following non-exhaustive list of rules:

The activation price formula reflects, non-ambiguous and clearly identifiable, the impact of an activation (additional cost, saved cost) on following components:

- Fuel(s);
- CO2 emission rights, Green certificates and/or combined heat and power certificates;
- Start-up and shut-down;
- Impact on industrial processes directly related to the activated Operating Mode;
- The costs to restore the state of charge change due to the activation, in case a limited energy reservoir was used for the activation;
- Each other individual operational cost, not listed above;

For each cost, the proportionality to the RD Power and the unit cost are defined by supporting information of a reliable source (invoices, contracts, reference prices, ...).

The activation price formula is not impacted by:

- Loss of opportunity;
- Investment costs;



The activation price formula is defined based on the following template which is exchanged between the SA and ELIA:

With following structure:

Refer to sheet 4 of the excel file.

Annex 1 activation price formula												
Technical Facility name:												
Operating Mode 1	Operating Mode Name:		Operating Mode EAN		Formula(s)				Comments on formula			
	Components impacting the activation price:											
	Name	Unit	Comment									

ANNEX 2. PROCEDURE FOR SA ACCEPTANCE

This annex describes all conditions to be fulfilled by the SA in order to participate in scheduling and RD Service.

2.A OPEN QUALIFICATION PROCEDURE

Prior to signature of the SA Contract a candidate should apply to become a qualified provider.

The conditions to become a qualified provider are listed herunder:

- 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 the contractual responsible as designated in Annex 13.

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

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 AMR⁷ meter that can provide 15 minute metering data to measure Injection or Offtake⁸ of the Delivery Point concerned.
- It must be possible to calculate the DP_{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 the ELIA contractual responsible listed in Annex 13.

Delivery Points on the Public Distribution Grid

- 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.

⁷ Automatic Meter Reader

⁸ On the ELIA Grid, remunerated 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 SA 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 SA 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 ELIA system services as indicated in Annex 13. In its contestation the SA 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 SA may agree to use adjusted metering data.

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

3.D REQUEST FOR POWER MEASUREMENT

The SA 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 1. The SA and ELIA will sign an addendum concerning this communication.

ANNEX 4. DAILY SCHEDULE SUBMISSION

As provided by Art. II.6, the SA submits (an update of) the Daily Schedule through a dedicated channel put at disposal by ELIA. The technical documentation is available on the ELIA website and can be requested by e-mail to ELIA contractual responsible listed in Annex 13.

4.A SPECIFICATIONS FOR DAILY SCHEDULE SUBMISSION

A Daily Schedule submission comprises the following information:

- The Delivery Point corresponding to the Daily Schedule;
- The Day to which the Daily Schedule applies;
- The set of values, on a quarter-hourly basis, expressed in MW, as defined in Art. II.1, taking into account that:
 - The granularity is 0,1 MW ;
 - The Injection (Offtake) is represented by a negative (positive) value;
 - The quarter-hourly value is included between DP_Pmax_{off} (or 0 if not applicable) and DP_Pmax_{inj} (or 0 if not applicable). In case of start-up and shut-down this value can be below DP_Pmin_{inj} or DP_Pmin_{off}.

4.B VALIDATION PROCEDURE

ELIA performs the following checks on any submission (or update) of a Daily Schedule, pursuant to Art. II.6.5:

- The SA holds a valid SA Contract with ELIA;
- The Delivery Point to which the Daily Schedule applies is part of the Pool;
- In case of an update of the Daily Schedule of a Delivery Point included in an activated RD Energy Bid in the upward (downward) direction, the update is not requested in the downward (upward) direction, in accordance with Art. II.6.7;
- The Daily Schedule is in accordance with the agreed must-run and may-not-run requests, pursuant to Art. II.6.9.
- The Daily Schedule is limited to the DP_Pmax_{inj} and/or DP_Pmax_{off} of the concerned Delivery Point;

A Daily Schedule is automatically rejected if one of the first four above-mentioned checks is not satisfied and the SA is notified of the rejection and reason for the rejection. In case the last above-mentioned check is not satisfied, ELIA accepts the submission (or update) but notifies the SA by means of a warning.

ANNEX 5. REDISPATCHING ENERGY BID SUBMISSION

As provided by Art. II.7, the SA submits (an update of) RD Energy Bids through a dedicated channel put at disposal by ELIA. The technical documentation is available on the ELIA website and can be requested by e-mail to ELIA contractual responsible listed in Annex 13.

5.A SPECIFICATION OF RD ENERGY BIDS

A RD Energy Bid comprises the following information:

- The quarter-hour to which the RD Energy Bid applies;
- The offered volume, expressed in MW, considering that:
 - The minimum offered volume is 1 MW;
 - The volume granularity is 1 MW;
- The direction: upwards or downwards;
- The activation price, expressed in €/MWh, considering that:
 - The price is determined according to Art. II.7.10;
 - The price is defined with two decimals;
- The Delivery Point(s) included in the RD Energy Bid, according to Art. II.7.2;
- The minimum volume, expressed in MW, that represents the divisibility of the RD Energy Bid, considering that:
 - The volume must be included between 0 (zero) MW (fully divisible) and the sum of the DP_Pmin_{inj} and/or DP_Pmin_{off} of the Delivery Points, included in the RD Energy Bid;
 - The volume granularity is 1 MW.
- If agreed upon with ELIA, pursuant to Art. II.3.9, the Full Activation Time (in min), being a multiple of 15 min.
- If agreed upon with ELIA, pursuant to Art. II.3.9, the Maximum Activation Time (in min), being a multiple of 15 min.
- If agreed upon with ELIA, pursuant to Art. II.3.9, the Maximum Energy Level (in MWh).
- If agreed upon with ELIA, pursuant to Art. II.3.9, and in case of a start-up or shut-down, the Minimum Activation Time (in min), being a multiple of 15 min.
- Any link between this RD Energy Bids and other RD Energy Bids, pursuant to Annex 5.B.

5.B PROVIDING GROUPS OF RD ENERGY BIDS

Every group of RD Energy Bids must be related to a Providing Group. The SA may choose to combine multiple groups of RD Energy Bids in the same Providing Group under the conditions that:

- a Delivery Point listed in a RD Energy Bid of a Providing Group cannot be listed in a RD Energy Bid of another Providing Group. In other words, a Delivery Point can exclusively be used in one Providing Group;
- groups of RD Energy Bids related to a Delivery Point cannot be listed together in a Providing Group in case they contain Delivery Points of different Technical Facilities.

An activation, pursuant to Art.II.9.1, is performed at the level of a Providing Group, in accordance with Annex 7.B.

5.C CONDITIONAL LINKING

There are several types of conditional linking. The SA may conditionnaly link the availability for activation of a RD Energy Bid to the activation of another RD Energy Bid by linking the two RD Bids together under the following conditions:

- A RD Energy Bid of quarter-hour QH₀ can only be linked to RD Energy Bids of quarter-hour QH₋₁ or QH₋₂.
- A RD Energy Bid of quarter-hour QH₀ cannot be linked to more than three RD Energy Bids of quarter-hour QH₋₁.
- A RD Energy Bid of quarter hour QH₀ cannot be linked to more than three RD Energy Bids of quarter-hour QH₋₂.
- A RD Energy Bid can be linked only once to a same RD Energy Bid.
- RD Energy Bids cannot be conditionnaly linked together in case they contain Delivery Points part of different Technical Facilities.
- Conditional links, as described in the table below, of type 1 and type A cannot be combined with conditional links of type 2 and type B.
- A RD Energy Bid part of a conditional link cannot be listed in a parent-child group as described annex 5.E.

The conditionnal linking of two RD Energy Bids has different consequences according to the type of conditional link as described in the table below.

Table 1: Types of conditional linking between RD Energy Bids.

Conditional link	Description
Type 1	The RD Energy bid is initially available and becomes unavailable for activation by ELIA when an activation is requested on the linked RD Energy Bid.
Type 2	The RD Energy bid is initially unavailable and becomes available for activation by ELIA when an activation is requested on the linked RD Energy Bid.
Type A	The RD Energy bid is initially available and becomes unavailable for activation if no activation is requested on the linked RD Energy Bid.
Type B	The RD Energy bid is initially unavailable and becomes available for activation if no activation is requested on the linked RD Energy Bid.

5.D EXCLUSIVE GROUP LINKING

The SA may link multiple RD Energy Bids of the same quarter-hour by listing them in the same exclusive group of RD Energy Bids, but under the following conditions:

- RD Energy Bids cannot be listed together in an exclusive group in case they contain Delivery Points part of different Technical Facilities;
- A RD Energy Bid part of an exclusive group cannot be listed in a parent-child group as described annex 5.E.

Whenever an activation is requested on a RD Energy Bid of the exclusive group, all the other RD Energy Bids in the exclusive group are put unavailable for activation by ELIA.

5.E PARENT-CHILD LINKING

The SA may link multiple RD Energy Bids of the same quarter hour by listing them in the same parent-child group of RD Energy Bids, but under the following conditions:

- RD Energy Bids cannot be listed together in a same parent-child group in case they contain Delivery Points part of different Technical Facilities;
- A RD Energy Bid can only be part of one parent-child group;
- RD Energy Bids part of the same parent-child group must have different activation prices;
- RD Energy Bids part of the same parent-child group must have the same direction;
- A RD Energy Bid part of a parent-child group cannot be conditionally linked or listed in an exclusive group as described in Annex 5.C and Annex 5.D respectively.

A RD Energy Bid part of a parent-child group can only be activated in case all RD Energy Bids part of the same parent-child group and having a lower activation price are activated.

5.F CHECKS PERFORMED ON A RD ENERGY BID

ELIA performs the following checks on any submission or update of a RD Energy Bid:

- The SA holds a valid SA Contract with ELIA, and;
- Delivery Points mentioned in the RD Energy bid are part of the Pool, and;
- Delivery Points mentioned in the RD Energy bid belong to the same Technical Facility, and;
- The offered volume of a RD Energy Bid cannot exceed the sum of the DP_Pmax_{inj} and DP_Pmax_{off} of the concerned Delivery Point.

ANNEX 6. COST REFLECTIVENESS

The activation price, pursuant to Annex 1.C and the remuneration of any must-run and may-not-run pursuant to Annex 10, must be cost reflective, meaning:

- The price is **reasonable**

the costs reflect an additional cost or loss of revenue that cannot be recovered or remunerated elsewhere, based on available information at the moment of the submission.

- The price is **demonstrable**

the Party charging the cost must be able to justify the amount by supporting information of a reliable source (invoices, price offers of a contractor, reference prices, ...), which must be kept at disposal for the CREG and for ELIA.

- The price is **directly related to the request**

the cost would not have been incurred if the request for activation had not taken place.

ANNEX 7. ACTIVATION OF REDISPATCHING ENERGY BIDS

7.A COMMUNICATION REQUIREMENTS FOR ACTIVATION

In order to activate a RD Energy Bid, ELIA notifies the SA by an electronic message. The SA must activate the RD requested without any further action by ELIA.

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

At the latest 5 minutes after the start time of the activation, the SA communicates to ELIA an acknowledgement message including the list of Delivery Points and the expected volume that each Delivery Point will undertake to supply for the delivery of the concerned RD Energy Bid. The SA makes best effort to provide accurate data in this notification.

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

At the latest 8 minutes after the end time of each activation, the SA communicates to ELIA the final list of Delivery Points, which performed the activation and the corresponding volume activated for each one.

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 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.11.1.

7.B ACTIVATION OF A REDISPATCHING PROVIDING GROUP

An activation of a set of RD Energy Bids by Elia, pursuant to Art.II.9.1, applies per Providing Group as described in Annex 5.B.

For a Scheduled Activation: the RD Requested of the first activated RD Energy Bid of the Providing Group should be reached 5 minutes after the start of the first quarter-hour of the activation, considering the FAT;

For a Direct Activation: the RD Requested of the first activated RD Energy Bid of the Providing Group should be reached within the FAT after the request for activation;

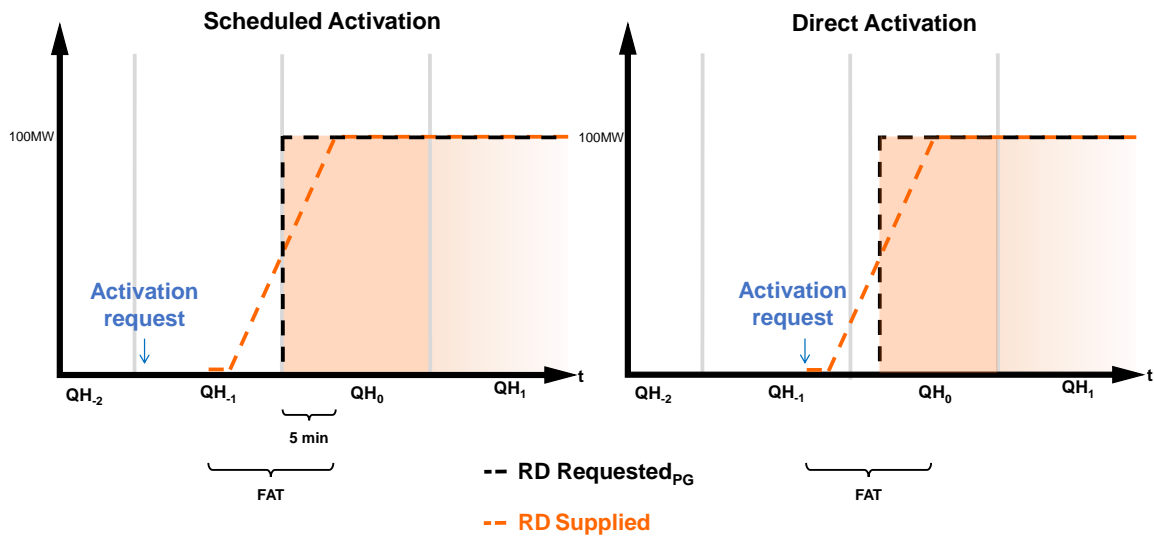


Figure 1: Scheduled and Direct activation of a Redispatching Providing Group.

7.C BLOCK APPROACH FOR BALANCING PERIMETER CORRECTION

If ELIA requests an activation of one (or more) RD Energy Bids, pursuant to Art. II.9.1, ELIA appoints the following energy (MWh), for each respective quarter-hour, to the balancing perimeter of the BRP:

$$\text{energy appointed to balancing perimeter} = \text{RD energy requested}$$

where the RD energy requested is determined in accordance with Annex 7.D.

Table 2: Example of balancing perimeter correction for a Scheduled and Direct Activation of a Redispatching Providing Group.

Quarter-hour	Scheduled Activation		Direct Activation ($\Delta t = 5 \text{ min}$)	
	RD Requested [MW]	Energy in BRP perimeter [MWh]	RD Requested [MW]	Energy in BRP perimeter [MWh]
QH-2	0	0	0	0
QH-1	0	0	0	0
QH0	60	15	60	10
QH1	60	15	60	15

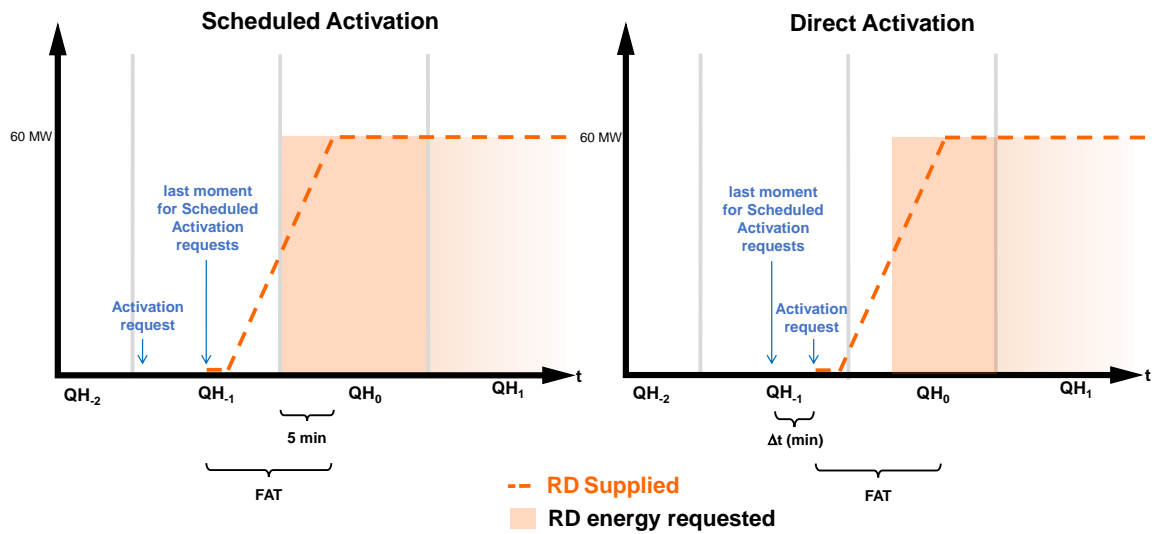


Figure 2: Example of the RD energy requested of a Scheduled and Direct Activation of a Redispatching Providing Group.

7.D DETERMINATION OF THE RD ENERGY REQUESTED

For the first quarter-hour of the activation:

For a Scheduled Activation:

$$RD \text{ energy requested} = \frac{1}{4} \times RD \text{ Requested}$$

For a Direct Activation:

$$RD \text{ energy requested} = \frac{1}{4} \times RD \text{ Requested} \times \frac{15 - \Delta t}{15}$$

in which Δt is the difference in time [min] between the moment of the Direct Activation request and the last moment a Scheduled Activation could have been requested respecting the FAT of this RD Energy Bid.

For all other quarter-hours of the activation:

$$RD \text{ energy requested} = \frac{1}{4} \times RD \text{ Requested}$$

ANNEX 8. ACTIVATION CONTROL

8.A DETERMINATION OF THE TOTAL RD ENERGY MISSING PER PROVIDING GROUP

For each Delivery Point included in a set of activated RD Energy Bids, during the same quarter-hour and within the same Providing Group, the RD Energy Missing is calculated as follows:

For upwards direction:

$$RD\ Energy\ Missing_{PG} = RD\ energy\ to\ be\ supplied_{PG} - RD\ energy\ supplied_{PG}$$

For downwards direction:

$$RD\ Energy\ Missing_{PG} = -(RD\ energy\ to\ be\ supplied_{PG} - RD\ energy\ supplied_{PG})$$

where:

- The RD energy to be supplied_{PG} is determined in accordance with Annex 8.B;
- The RD energy supplied_{PG} is determined in accordance with Annex 8.D.

8.B DETERMINATION OF RD ENERGY TO BE SUPPLIED PER PROVIDING GROUP

The RD energy to be supplied per Providing Group, is calculated as follows:

$$RD\ energy\ to\ be\ supplied_{PG} = ramping\ factor \times \sum_{\substack{activated \\ RD\ Energy\ Bids\ in\ PG}} RD\ energy\ requested_{bid}$$

where:

- RD energy requested_{bid}, as determined in accordance with Annex 7.D, per activated RD Energy Bid in the Providing Group;
- The ramping factor is determined in accordance with Annex 8.C

8.C DETERMINATION OF THE RAMPING FACTOR

The ramping factor for a concerned quarter-hour QH is equal to 100% unless one of the two conditions mentioned below is valid. In that case the ramping factor is equal to 90%. These conditions are related to ramping, which is induced by ELIA’s activation request of the RD Energy Bid.

- The concerned quarter-hour is the first quarter-hour of the activation, as illustrated in case 1, 2 and 3 (QH 1) of Figure 3;
- An upward (downward) activation for which the RD Requested_{PG}, as defined below, during the concerned quarter-hour QH is higher (lower) than the previous quarter-hour QH₋₁ and the MW target is lower (higher) than the previous quarter-hour QH₋₁, as illustrated in case 1 (QH 3) of Figure 3.

Where:

- RD Requested_{PG} is determined as follows:

$$RD\ Requested_{PG} = \sum_{\substack{\text{activated} \\ \text{RD Energy Bids in PG}}} RD\ Requested_{bid}$$

- MW target is determined as follows:

$$MW\ target = \sum_{\text{Participating Delivery Points}} Daily\ Schedule_{DP} - RD\ Requested_{PG}$$

Where the participating Delivery Points are all the Delivery Points included in the activated RD Energy Bids of the concerned Providing Group;

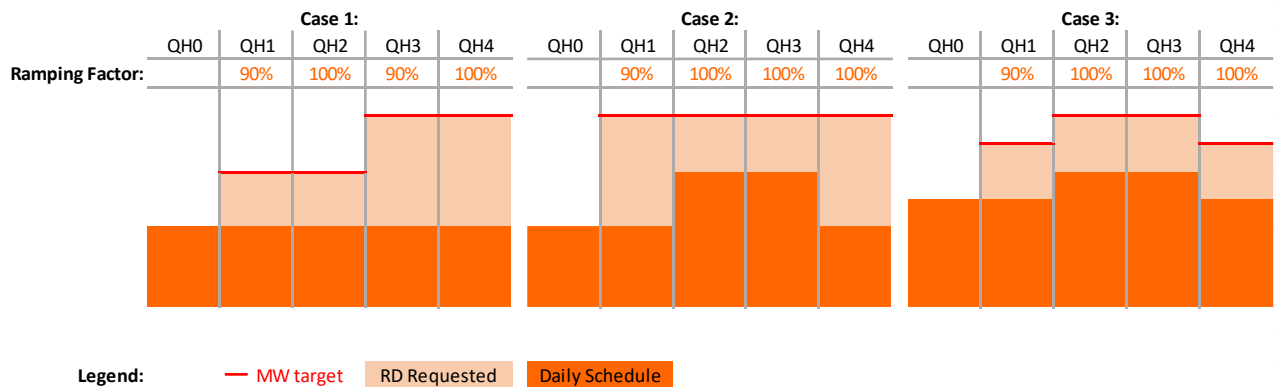


Figure 3: Determination of the ramping factor.

8.D DETERMINATION OF RD ENERGY SUPPLIED PER PROVIDING GROUP

The RD energy supplied per Providing Group is calculated as follows:

For upwards activations:

$$RD\ energy\ supplied_{PG} = \min \left(\max \left(0; \sum_{\substack{\text{Participating} \\ \text{Delivery Points}}} RD\ energy\ supplied_{DP} \right); RD\ energy\ to\ be\ supplied_{PG} \right)$$

For downwards activations:

$$RD\ energy\ supplied_{PG} = \max \left(\min \left(0; \sum_{\substack{\text{Participating} \\ \text{Delivery Points}}} RD\ energy\ supplied_{DP} \right); RD\ energy\ to\ be\ supplied_{PG} \right)$$

Where:

- the $RD\ energy\ supplied_{DP}$ is determined in accordance with Annex 8.E;
- the participating Delivery Points are all the Delivery Points included in the activated RD Energy Bids of the concerned Providing Group.

8.E DETERMINATION OF RD ENERGY SUPPLIED PER DELIVERY POINT

The RD energy supplied per Delivery Point is calculated as follows:

$$RD\ energy\ supplied_{DP} = \frac{1}{4} \times (Baseline - DP_{measured})$$

ANNEX 9. RETURN TO DAILY SCHEDULE CONTROL

9.A DETERMINATION OF A NON-COMPLIANT RETURN TO DAILY SCHEDULE

ELIA performs the return to Daily Schedule control, pursuant to Art.II.12.1, per Return to Daily Schedule request for the three full quarter-hours to which the return to Daily Schedule applies. ELIA considers an upwards (downwards) return to Daily Schedule as compliant, if the following condition applies:

Upwards:

$$DP_{measured} \leq threshold$$

Downwards:

$$DP_{measured} \geq threshold$$

In case of activated balancing energy bids including the Delivery Point, concerned by the return to Daily Schedule request, ELIA will consider the upwards (downwards) return to Daily Schedule as compliant, if the following condition applies.

Upwards:

$$DP_{measured} + mFRR \text{ down supplied by DP} + aFRR \text{ down supplied by DP} \leq threshold$$

Downwards:

$$DP_{measured} + mFRR \text{ up supplied by DP} + aFRR \text{ up supplied by DP} \geq threshold$$

Where:

- mFRR up (down) supplied by DP equals the part of the mFRR Supplied, as defined in the BSP Contract mFRR, that is supplied by the concerned Delivery Point in the upwards (downwards) direction;
- aFRR up (down) supplied by DP equals the part of the aFRR Supplied, as defined in the BSP Contract aFRR, that is supplied by the concerned Delivery Point in the upwards (downwards) direction;
- threshold is determined in accordance with Annex 9.B.

9.B THRESHOLD FOR RETURN TO DAILY SCHEDULE CONTROL

The threshold for an upward (downward) return to Daily Schedule is calculated as follows:

Upwards:

$$threshold_{QH} = Daily\ Schedule_{QH} + tolerance_{QH}$$

Downwards:

$$threshold_{QH} = Daily\ Schedule_{QH} - tolerance_{QH}$$

Where:

- the $tolerance_{QH}$, for the first full quarter hour to which the upward (downward) return to Daily Schedule applies (QH_1), is calculated as follows:

$$tolerance_{QH_1} = \max(0,5 \times deviation_{down(up),QH_0}; 2\ MW; 2\% \times DP_Pmax_{inj}; 2\% \times DP_Pmax_{off})$$

- the $tolerance_{QH}$, for the other quarter hours (QH_2 and QH_3) are calculated as follows:

$$tolerance_{QH_{2,3}} = \max(2\ MW; 2\% \times DP_Pmax_{inj}; 2\% \times DP_Pmax_{off})$$

where:

- $deviation_{down,QH_0}$ and $deviation_{up,QH_0}$ are defined in Annex 9.C;
- DP_Pmax_{inj} and DP_Pmax_{off} are only considered when applicable.

9.C DEVIATION FROM THE DAILY SCHEDULE

The deviation from the Daily Schedule during a quarter-hour QH is defined as follows:

$$deviation_{QH} = DP_{measured,QH} - Daily\ Schedule_{QH}$$

The upward deviation from the Daily Schedule during a quarter-hour QH is calculated as follows:

$$deviation_{up,QH} = \max(0; -deviation_{QH})$$

The downward deviation from the Daily Schedule during a quarter-hour QH is calculated as follows:

$$deviation_{down,QH} = \max(0; deviation_{QH})$$

ANNEX 10. REMUNERATION OF A MAY-NOT-RUN

A may-not-run is remunerated, pursuant to Art. II.5.7 and in accordance with Annex 6.

10.A COST OF PREVENTED POWER INJECTION

Pursuant to Annex 6, the remuneration by ELIA must at least remunerate for the prevented power Injection, calculated as follows:

$$\begin{aligned} \text{Remuneration} \geq \\ 75\% \text{ of start-up costs} + \\ \left(\alpha \frac{[\text{€}]}{[\text{MW} \cdot \text{h}]} \times DP_{P_{maxinj}} [\text{MW}] \times \text{duration} [\text{h}] \right) \end{aligned}$$

where:

- The start-up costs are calculated as indicated in Annex 10.B
- α represents either:
 - 20.83 €/MWh (i.e. 500 €/MWh /24) for each successive serie of 24 hours of may-not-run, or;
 - 25 €/MWh for a successive serie of less than 24 hours (additional to or seperated from a successive serie of 24 hours) of must-run or may-not-run.

Examples (for illustration only):

*1) For an offer made at 11h00 Friday 20th of August 2021 for a may-not-run on a gas turbine **for 6 heures** on Monday 23th of August:*

Annex 1 gives a DP_Pmaxinj: 100 MW

While the example in Annex 10.B gives a start-up cost of 1 321.5 €

$$\begin{aligned} \text{Remuneration} &\geq \\ &0.75 \times 1\,321.5 \text{ €} + (25 \text{ €/MWh} \times 100 \text{ MW} \times 6 \text{ h}) \\ &= 15\,991.125 \text{ €} \end{aligned}$$

*2) For an offer made at 11h00 Friday 20th of August 2021 for a may-not-run on a gas turbine **for 26 heures** starting on Monday 23th of August:*

Annex 1 gives a DP_Pmaxinj: 100 MW

While the example in Annex 10.B gives a start-up cost of 1 321.5 €

In case the requested (and offered) may-not-run would last for 26 hours:

$$\begin{aligned} \text{Remuneration} &\geq \\ &0.75 \times 1\,321.5 \text{ €} + (20.83 \text{ €/MWh} \times 100 \text{ MW} \times 24 \text{ h}) \\ &\quad + (25 \text{ €/MWh} \times 100 \text{ MW} \times 2 \text{ h}) \\ &= 55\,983.125 \text{ €} \end{aligned}$$

10.B START-UP COST CALCULATION

Start-up costs pursuant to Annex 6 are calculated using following formula:

$$\begin{aligned} &\text{Fixed start-up cost} \\ &+ (\text{Start-up fuel consumption} * \text{Fuel price reference}) \\ &+ (\text{Start-up fuel consumption} * \text{CO}_2 \text{ price reference}) \\ &= \text{Start-up cost} \end{aligned}$$

The SA supplies following variables through the template in Annex 1:

- Fixed start-up cost
- Start-up fuel consumption
- The start-up fuel type to define the fuel price reference

Following variables are determined by means of Annex 10.C

- Fuel price reference
- CO2 price reference

Example (for illustration only):

For an offer made at 11h00 Friday 20th of August 2021 for a may-not-run on a gas turbine for Monday 23th of August, annex 1 gives following information:

- *Fixed start-up cost: 500 €*
- *Start-up fuel consumption: 50 GJ*
- *The start-up fuel type to define the fuel price reference: NG*

While the examples in Annex 10.C gives following information:

- *Fuel price reference : 13.47 €/GJ*
- *CO2 price reference: 2.96 €/GJ*

500 €

*+ (50 GJ * 13.47 €/GJ)*

*+ (50 GJ * 2.96 €/GJ)*

= 1 321.5 € to be used as start-up cost reference in Annex 1.C

10.C FUEL AND CO2 PRICE REFERENCES

For the calculation of start-up costs, pursuant to Annex 10.B, following references should be used.

Natural Gas

For the fuel price, in €/MWh, refer to the European Energy Exchange (EEX) priced at ZTP⁹

- Latest available Daily European Gas Index (Daily EGIX): for offers made before the end of the ready-to-run procedure, or;
- Latest available European Gas Spot Index (EGSI): for offers made after the end of the ready-to-run procedure;

and add following cost:

- 0.17 €/GJ transport costs

Examples (for illustration only):

Before the end of the ready-to-run procedure:

For an offer made at 11h00 Tuesday 17th of August 2021 for a may-not-run for Monday 23th of August, the latest available Daily EGIX is: 47.880 €/MWh.

$$47.880 \text{ €/MWh} / 3.6 \text{ GJ/MWh} = 13.3 \text{ €/GJ}$$

$$+ 0.17 \text{ €/GJ transport costs}$$

$$= 13.47 \text{ €/GJ}$$

To be used as fuel price reference in Annex 10.B.

After the end of the ready-to-run procedure

For an offer made at 11h00 Friday 20th of August 2021 for a may-not-run for Monday 23th of August, the latest available EGSI is: 44.314 €/MWh.

$$44.314 \text{ €/MWh} / 3.6 \text{ GJ/MWh} = 12.3 \text{ €/GJ}$$

$$+ 0.17 \text{ €/GJ transport costs}$$

$$= 12.47 \text{ €/GJ}$$

To be used as fuel price reference in Annex 10.B.

Other Fuels

In case other start-up fuels would be considered, both Parties mutually agree on the price reference.

⁹ ZTP: Zeebrugge Trading Point

CO2

For the CO2 price in €/ton, refer to the European Energy Exchange (EEX):

- Latest available Futures Market EEX EUA FUTURE settlement price: for offers made before the end of the ready-to-run procedure, or;
- Latest available Spot Market ECARBIX index: for offers made after the end of the ready-to-run procedure;

And convert to €/GJth using $0.051 \text{ ton/GJ}_{\text{thermal}}$ for Natural Gas.

Example (for illustration only):

Before the end of the ready-to-run procedure:

For an offer made at 11h00 Tuesday 17th of August 2021 a may-not-run on a gas turbine for Monday 23th of August, latest available Futures Market EEX EUA FUTURE settlement price is the one of 16th of August: AUG/21 58.08 €/ton.

*$58.08 \text{ €/ton} * 0.051 \text{ ton/GJ}_{\text{thermal}} = 2.96 \text{ €/GJ}_{\text{thermal}}$ to be used as CO₂ price reference in Annex 10.B.*

After the end of the ready-to-run procedure

For an offer made at 11h00 Friday 20th of August 2021 for a may-not-run on a gas turbine for Monday 23th of August, latest available Spot Market ECARBIX price is the one of 19th of August: 55.790 €/ton.

*$55.790 \text{ €/ton} * 0.051 \text{ ton/GJ}_{\text{thermal}} = 2.84 \text{ €/GJ}_{\text{thermal}}$ to be used as CO₂ price reference in Annex 10.B.*

ANNEX 11. INCENTIVES

11.A INCENTIVES FOR ACTIVATION CONTROL

In accordance with Art II.15.1, a incentive applies for each non-compliant activation of a RD Energy Bid. The incentive is based on the RD Energy Missing which is calculated as described in Annex 8A or is equal to the RD energy requested, as described in Annex 7.D, in case of a non-compliant communication. The incentive is calculated as follows:

$$incentive = incentive_{base} + incentive_{additional}$$

Where:

- The $incentive_{base}$ is calculated as follows:

$$incentive_{base} = |incentive\ factor \times RD\ Energy\ Missing_{PG} \times \sum_{bids} (pro - rata_{bid} \times activation\ price_{bid})|$$

Where, the incentive factor is determined in accordance with Article 2 of the Whereas of this T&C SA.

- In case of an upward (downward) activation, the additional incentive only applies when the Imbalance Price is lower (higher) than the activation price and is calculated as described below:

$$incentive_{Additional} = RD\ Energy\ Missing_{PG} \times \sum_{bids} (pro - rata_{bid} \times |Imbalance\ Price - activation\ price_{bid}|)$$

Where, the Pro-rata_{bid} is calculated as follows:

$$Pro - rata_{bid} = \frac{RD\ energy\ requested_{bid}}{\sum_{activated\ RD\ Energy\ Bids\ in\ PG} RD\ energy\ requested_{bid}}$$

Where RD energy requested_{bid} is the RD energy requested as determined, in accordance with Annex 7.D, per activated RD Energy Bid.

11.B INCENTIVES FOR RETURN TO DAILY SCHEDULE CONTROL

The incentive is calculated per non-compliant return to Daily Schedule as follows:

$$incentive_{RTS} = \sum_{QH} incentive_{RTS,QH}$$

Where, $incentive_{RTS,QH}$ is calculated, for the three quarter-hours after the request of the return to Daily Schedule, in case of an upward (downward) return to Daily Schedule, as follows:

$$incentive_{RTS,QH} = \frac{1}{4} \times deviation_{down(up),QH} \times incentive\ price_{RTS}$$

Where:

- $incentive\ price_{RTS}$ equals the highest absolute value of following two options, for the concerned quarter-hour: (i) the Imbalance Price or (ii) the rolling average, of the last 6 complete Months day-ahead power auction market price, for Belgium, published by EPEX;
- $Deviation_{down,QH}$ and $deviation_{up,QH}$ are described in Annex 9.C.

11.C INCENTIVES FOR DATA COMPLETENESS AND CONSISTENCY CONTROL

In accordance with Art. II.15.4, the monthly incentive resulting from data completeness and consistency control is calculated as follows:

- One incentive is applied per calendar day of Month M, for which an incompleteness or inconsistency is identified by ELIA pursuant to Art. II.13.4, meaning a calendar day containing 1 or more incompletenesses or inconsistencies;
- No incentive is applied for the first three incomplete or inconsistent calendar days per Year;
- As from the fourth incomplete or inconsistent calendar day in a Year the incentive¹⁰ is € 200,- for each additional inconsistent calendar day.

¹⁰ In case the OPA and SA are the same party, the incentive, due to an inconsistency in accordance with Art. II.13.2 or Art. II.13.3, is only charged once to the party fulfilling both roles.

ANNEX 12. APPROPRIATION STRUCTURE

ANNEX 13. CONTACT DETAILS

ANNEX 14. STRUCTURAL DATA

The structural data is defined based on the template below which is exchanged between the SA and ELIA. The same structural data for each Technical Facility is collected in the OPA Contract. Therefore, the data for a single Technical Facility has to be identical in both the SA Contract and the OPA Contract. Eventually, this data will be collected through the upcoming reviewed Connection Contract.



Annex 14-Structural
Data-YYMMDD.xls

With following structure:

SA Pool attributes:

Refer to sheet 1 of the excel file.

Annex 14 SA Pool attributes	
SA name	
Contract reference	
Request for update [dd/mm/yyyy]	
Go Live of the update [dd/mm/yyyy]	

List of Technical Facilities:

Refer to sheet 2 of the excel file.

ANNEX 14 List of Technical Facilities							
Technical Facility							
TF Name	EAN code	TF Type	CHP	Limited Energy Reservoir	Size of Limited Energy Reservoir [MWh]	Coordinable Upward [Coordinable/ Not Coordinable]	Coordinable Downward [Coordinable/ Not Coordinable]

List of Technical Units:

Refer to sheet 3 of the excel file¹¹.

ANNEX 14 List of Technical Units										
Technical Facility		Technical Unit								
Name	EAN	Name	EAN	Unit Type	Fuel Type	Comments on fuel type	TU_Pmax _{inj} [MW]	TU_Pmax _{off} [MW]	TU_Pmin _{inj} [MW]	TU_Pmin _{off} [MW]

List of Operating Modes:

Refer to sheet 4 of the excel file.

ANNEX 14 List of Operating Modes												
Technical facility		Operating Mode		Technical Unit n°1			Technical Unit n°2			Technical Unit n°3		
TF name	TF EAN	Name	EAN	Name	EAN	Distribution Key [%]	Name	EAN	Distribution Key [%]	Name	EAN	Distribution Key [%]

¹¹ TU_Pmax_{inj}, TU_Pmax_{off}, TU_Pmin_{inj} and TU_Pmin_{off} are values (in MW) that indicate the maximum or minimum Injection or Offtake a Technical Unit is capable of.

List of Delivery Points:

Refer to sheet 5 of the excel file.

ANNEX 14 List of Delivery Points						
Delivery Point name	EAN code	Electrical Zone	DP_Pmax _{inj} [MW]	DP_Pmax _{off} [MW]	DP_Pmin _{inj} [MW]	DP_Pmin _{off} [MW]