

**Contract type for Restoration Services  
(currently only the Black Start Service)**

**For Delivery Periods as of 1/1/2027**

# **Contract for Black Start Service (hereafter referred to as the “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 capacity of **[Role1]** and **[Role2]**;

hereinafter referred to as the Restoration Service Provider or the RSP,

**and**

**Elia Transmission Belgium SA/NV**, 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",

Elia and the Restoration 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 Grid”);
- 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 Law”) and supervises the safety, reliability and efficiency of the Transmission Grid;
- Elia must therefore ensure the provision of the requisite restoration services (the “Restoration Services” or the “Services”) in accordance with the relevant provisions of the European Regulations, such as the Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration (“E&R NC”) and the Belgian legislation;
- Pursuant to Article 4(2) of the E&R NC and Article 3 of the CREG Code of Conduct, the contract type for the provision of the Restoration Services (terms and conditions to act as restoration service providers on a contractual basis, T&C RSP) is subject to CREG approval.
- Pursuant to Article 4(7) of the E&R NC and Article 3 of the CREG Code of Conduct, ELIA may propose amendments to this contract type, subject to CREG approval.
- The Black Start Service is currently the only Restoration Service identified in the Restoration Plan;
- This Contract has been established according to Articles 4, §§1 and 5, and Article 228 of the CREG Code of Conduct of 20 October 2022.
- The RSP has expressed its willingness to become a Restoration Service Provider (“RSP”) according to the terms and conditions of this Contract;
- The Parties understand that this Contract is not a contract granting access to the Elia Grid, which is subject to the Access Contract between Elia and the access holder.

The following has been agreed:

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## Part I - OBJECT OF THE CONTRACT

- I.1.1 Without prejudice to the legal and regulatory framework, this Contract governs the mutual rights and obligations of the Parties for the provision of the Black Start Service by the Restoration Service Provider to Elia.
- I.1.2 This Contract contains more specifically the terms and conditions to act as Restoration Service Providers or RSPs on a contractual basis pursuant to Articles 4(2)b and 4(4) of the E&R NC as well as the mutual rights and obligations of the Parties pursuant to Articles 4, §§1 and 5, and 228 of the CREG Code of Conduct of 20 October 2022, for the provision of the Black Start Service.

## Part II - GENERAL CONDITIONS

## Part III - SPECIFIC CONDITIONS FOR THE BLACK START SERVICE

### ART. III.1 DEFINITIONS

The following definitions and those in Article II.1. apply for the purposes of Part III of this Contract. If a term is not defined in this Article, this term has to be understood according to its definition included in the applicable European and national legislation".

Available or "A"	In case of a Technical Unit, able to perform the tasks in accordance with its role in the Black Start PG  In case of a Black Start PG, capable of and ready for providing the Black Start service regardless of whether it is or it is not in operation.
Blackout Procedure	List of actions to be completed by the operator of a PGM and which are designed to secure the PGM following a Blackout;
Availability Status	As defined in Art. 3(71) of the SOGL;
Balance Responsible Party or "BRP"	As defined in article 2 (7) of the EBGL;
Black Start Activation	Restoration of the power to the busbar in order to able to accept load
Black Start Capability	As defined in Article 2 (45) of the RfG;
Black Start Capability Test 1 or "Test 1"	Test 1 as explained in the Test Plan.
Black Start Capability Test 2 or "Test 2"	Test 2 as explained in the Test Plan.



Part III – Specific Conditions for the Black Start Service

Black Start Capability Test 3 or “Test 3”	Test 3 as explained in the Test Plan.
Black Start Capability Test 4 or “Test 4”	Test 4 as explained in the Test Plan.
Black Start Inspection Test or “Test 0”	Test 0 as explained in the Test Plan.
Black Start Providing Group Or “Black Start PG”	Combination of Technical Units, including Main Generator(s) and Blackstarter(s), capable of providing the Black Start Service;
Black Start Service	As defined in art. 2, § 1 5270 <sup>oo</sup> of the Electricity ActCode of Conduct;
Blackout State or “Blackout”	As defined in Article 3 (22) of the SOGL;
Blackstarter	A Technical Unit that can start up without supply from the grid and able to start-up the auxiliaries of a larger generating unit.
CDS	As defined in article 2, §1, 2), 5° of the Code of Conduct. For the purpose of these Specific Conditions, CDS refers to CDS connected to the ELIA Grid
CDS Operator Or “CDSO”	A natural or legal person appointed by the relevant authority as the operator of the CDS Aas defined in art. 2, §1, 3), 11° in the Code of Conduct
Code of Conduct Or “CoC”	The Code of Conduct, established 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;
Connection Point	As defined in article 2, §1, 4), 24° of the Code of Conduct;
Delivery Period	The period during which the Black Start PG provides the Black Start Service as mentioned in Annex 3

Part III – Specific Conditions for the Black Start Service

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 measure(s) <sup>3</sup> , according to dispositions of the contract related to this service, that enable(s) ELIA to control and assess the delivery of the concerned service;
DSO	As defined in Art. 2, §1, 3), 17°, of the Code of Conduct;
DSO Grid	As defined in Art. 2, §1, 2), 10°, of the Code of Conduct;
Electrical Zones	As defined in Article 3 of the Rules for Coordination and Congestion Management established in accordance with the articles 8 (§1,5°) and 23 (§2, alinea4linea 2, 36°) of the Electricity Law, article 59 (10) of the Electricity Directive, and article 122 of the Code of Conduct and available on the <a href="#">Elia website</a> . Pending the approval of the aforementioned rules by the CREG, the Electrical Zones are the following: 380 kV, Hainaut East, Hainaut West, Langerbrugge East, Langerbrugge West, Ruien, Merksem, Stalen, Liège and Schaerbeek.
Elia Grid or Transmission 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;
Island	Network or part of a network that is isolated and that works in island operation as defined in Art. 2 (43) of the commission regulation (EU) 2016/631 of 14 April 2016 establishing a network code on Requirements for grid connection of Generators hereinafter RfG;
Lead Grid User	The Grid User of the Black Start Providing Group or, if more than one Grid User is concerned by the Technical Units being part of the Black Start Providing Group, the Grid User of the Main Generator
Limited Energy Reservoir Black Start PG	A Black Start PG that has a constrained energy production capacity and/or a constant fixed primary energy source supply, such as batteries, hydro reservoirs or thermal units that don't have a continuous fuel supply (e.g. incinerators);
Main Generator	The Technical Unit or the group of Technical Units being part of the Black Start PG responsible for putting the synchronous electrical grid under tension after a blackout.;
OPA Contract	The contract signed by Elia and the Outage Planning Agent, pursuant to Art. 4, §2, of the Code of Conduct;

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OPA Contract Holder	The Outage Planning Agent that signed the OPA Contract;
OPA Contract Type	The contract type for the responsibility of the unavailability planning on the Transmission Grid, as meant in Article 3, §1, f) and Art.126 of the Code of Conduct;
Outage Planning Agent or “OPA”	As meant in Art. 124 of the Code of Conduct, and identified on the first page of the OPA Contract;
Procurement Procedures	Procedures for the procurement of restoration services the Black Start Service, approved by CREG pursuant to Article 8, §1/1, of the Electricity Law and published on Elia’s website” ( <a href="http://www.elia.be">Becoming a Restoration Service Provider (elia.be)</a> );
Requirements for Generators or “RfG” Restoration Services	Commission regulation (EU) 2016/631 of 14 April 2016 establishing a network code on Requirements for grid connection of Generators; As defined in Art. 2, §1, 6), 52°, of the Code of Conduct, such as, but not limited to, the Black-Start Service;
Restoration State	As defined in Article 3(38) of the SOGL;
Restoration Plan	As defined in art. 3 (5) of the E&R NC;
Procurement Procedures	Procedures for the procurement of restoration services, approved by CREG pursuant to Article 8, §1/1, of the Electricity ActLaw and published on Elia’s website” ( <a href="http://www.elia.be">Becoming a Restoration Service Provider (elia.be)</a> );
Restoration Service Provider or “RSP”	Legal entity, as defined in Art.3 (1) of the E&R NC, and with whom ELIA has concluded a contract to provide Restoration Services as referred in Art. 227 of the Code of Conduct;
Restoration Services	As defined in Art. 2, §1, 6), 52°, of the Code of Conduct, such as, but not limited to, the Black-Start Service;
Open Qualification Procedure	A qualification procedure in accordance with public procurement rules in which candidates for provision of the Service are screened based on criteria set by ELIA in a publication on <a href="http://ted.europe.eu">ted.europe.eu</a> ;
Restoration State	As defined in Article 3(38) of the SOGL;

### Part III – Specific Conditions for the Black Start Service

RfG	Commission regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators;
Start-up Time	Time elapsed between the moment Elia requests that the RSP activates a Restoration Facility Black Start PG until the moment that the time when that Restoration Facility Black Start PG has restored power to the busbar of Elia's substation and is ready to accept load Black Start Activation has been executed;
Technical Unit(s) or "TU"	Device or aggregation of devices connected directly or indirectly to the electrical grid that produces and/or consumes electricity
Test Plan	A plan, approved by the Minister for Energy, identifying the equipment and capabilities relevant for the system defence plan and the Restoration Plan that have to be tested, as well as the periodicity and conditions for the tests, defined by Elia pursuant to article 43.2 of the E&R NC and available on Elia's website ( <a href="#">link</a> );
Testing	As defined in Art. 92 (1.c) of the SOGL
Transmission Grid	As defined in art. 2, 7° of the Electricity Act;
Unavailable	In case of a TU, not able to perform the tasks in accordance with its role in the Black Start PG  In case of a Black Start PG, not capable of and ready for providing the Black Start service.

### ART. III.2 CONDITIONS FOR THE RSP

- III.2.1 The RSP complies with the conditions set forth in the Procurement Procedures during the entire contract duration as meant in Art. III.13.1 of this Contract.
- III.2.2 The RSP declares to be, in accordance with Art. 227 § 1 of the Code of Conduct, :
- 1) the Lead Grid User for the Black Start PG as mentioned in Annex 1, or;
  - 2) a third party designated by Lead Grid User of the Black Start PG as mentioned in Annex 1.
- III.2.3 All Technical Units, part of a Black Start PG, and connected to the ELIA Grid, a CDS or the DSO Grid comply with the following applicable elements of the procedure for Delivery Point acceptance:
- In case the RSP is not the Lead Grid User: a Grid User Declaration is provided to ELIA, as specified in the template of Annex 2.A.
  - In case the Lead Grid User is not the grid user of all the Technical Units in the Black Start PG: a Grid User Declaration is provided to ELIA, as specified in the template of Annex 2.B
  - In case a Technical Unit is connected to a CDS: a CDSO declaration is provided, as specified in the template of Annex 2.C;
  - In case a Technical Unit is connected to a DSO Grid: a DSO declaration is provided, as specified in the template of Annex 2.D;

#### Cyber Security

- III.2.4 The RSP ensures an adequate level of cybersecurity protection for the provision of the Black Start Service, meaning they comply with the following conditions:
- If they were designated as a providers of essential services, the RSP is subjected to the Law of April 7, 2019 establishing a framework for the security of network and information systems in public interest as amended from time to time, or;
  - If they have not (yet) been designated as “providers of essential services”:
    - The RSP holds an ISO27001 certificate. The scope of the certificate should cover the Black Start Service, or;
    - The RSP has a cybersecurity program that covers Black Start Service, consisting of:
      - A cybersecurity governance model;
      - A cybersecurity risk management methodology;
      - Adequate cybersecurity controls and measures;
      - Periodic review of this cybersecurity program (e.g. by internal or external audit);

## Part III – Specific Conditions for the Black Start Service

### **Change of roles**

- III.2.5 When any Black Start PG listed in Annex 1 is transferred to another RSP, the current RSP shall collaborate with the Grid User(s) of the Technical Unit(s) comprising the Black Start PG to ensure correct transfer of the obligations deriving from this Contract to the new RSP by providing all necessary assistance and information.

### **Control on compliancy to conditions**

- III.2.6 The RSP is obliged to notify Elia when they no longer comply with the conditions mentioned in Art.III.2.1, Art. III.2.2, Art. III.2.3 and Art. III.2.4..
- III.2.7 ELIA is entitled to evaluate, at any time during the duration of this Contract, whether the RSP complies with the conditions mentioned in Art.III.2.1, Art. III.2.3 and Art. III.2.4. This does not mean that ELIA is entitled, in the framework of the RSP Contract, to physically access assets without prior permission of the Grid User.
- III.2.8 If the RSP no longer complies with the conditions in Art.III.2.1, Art. III.2.3 or Art. III.2.4., Elia will notify the RSP by registered letter and request the RSP to meet its obligations again within a period of 15 Working Days after the reception of the notification. The period of 15 Working Days can be extended by Elia. If the RSP still remains uncompliant with the conditions in Art.III.2.1, Art. III.2.3 and Art. III.2.4, Elia will proceed in accordance with Art. II.11.

### **End of service**

- III.2.9 If a temporary or definitive closure of the Black Start PG is announced, the present Contract ends at the same day as the closure foreseen by the article 4bis of the Electricity Act. However, in case of temporary closure, Elia may request to only suspend the Contract temporarily in order for Elia to be able to reactivate the Contract after the end of the temporary closure of the Black Start PG for the remaining term of this Contract if the Black Start PG is necessary to ensure provision of the Service in a certain zone.
- III.2.10 The RSP informs ELIA, complying with the delays of article 4bis of the Electricity Act, before any Technical Unit(s), part of the Black Start PG, is taken out of the service.

Part III – Specific Conditions for the Black Start Service

**ART. III.3 CONDITIONS FOR BLACK START PROVIDING GROUPS**

- III.3.1 A Technical Unit can only be part of 1 (one) awarded Black Start PG and cannot be offered in a new Black Start PG proposal with an overlapping Delivery Period;
- III.3.2 The RSP provides the Black Start Service to Elia during the Delivery Period with each Black Start PG as mentioned in Annex 1 at the Connection Point of the Main Generator;
- III.3.3 If several TUs and/or items of equipment composing a Black Start PG are needed in order to meet the obligations described in Art. III.3.5, they should:
- Be able to work together in a similar way to a single TU on the high-voltage grid, and;
  - Distribute their contribution in such a way as to maximize the dynamic stability margin.
- III.3.4 The RSP and ELIA agree on the technical characteristics of each Black Start PG, to be provided in accordance with the template in Annex 4. These technical characteristics include:
- A description of the behaviour under steady state;
  - A description of the behaviour under transitional operating conditions;
  - The information contained through the tendering process in which the Black Start PG was awarded.
- Elia shall be entitled to require the RSP to provide the latest up-to-date version at all times during the term of this Contract

- III.3.5 The Black Start PG complies to the following minimum specifications:
- The Start-up Time is:
    - 1,5 hours, for a Black Start PG of which the main generator was generating power at the moment of the activation;
    - 3 hours, for a Black Start PG of which the main generator was not generating power at the moment of the activation;

And busbar voltage is maintained while providing Black Start Service in accordance with the Restoration Plan and this Contract for at least 24 hours and indicated in Annex 4.
  - Capable of absorbing at least 20 Mvar at the Connection Point of the Main Generator of the Black Start PG. This minimum value can be adjusted upwards in case the simulations in the framework of the tendering process performed by Elia in which the Black Start PG was awarded this Contract indicate that this is required;
  - Capable of instantly accepting an offtake of at least 10 MW at the Connection Point of the Main Generator (with a  $\cos \phi \geq 0.8$  inductive) and with a maximum active power volume (with a  $\cos \phi \geq 0.8$  inductive), as stipulated in Annex 4 while respecting following conditions:
    - the frequency of the Island does not deviate from the 47.5-51.5 Hz range.
    - The voltage never decreases more than indicated in Figure 1;

### Part III – Specific Conditions for the Black Start Service

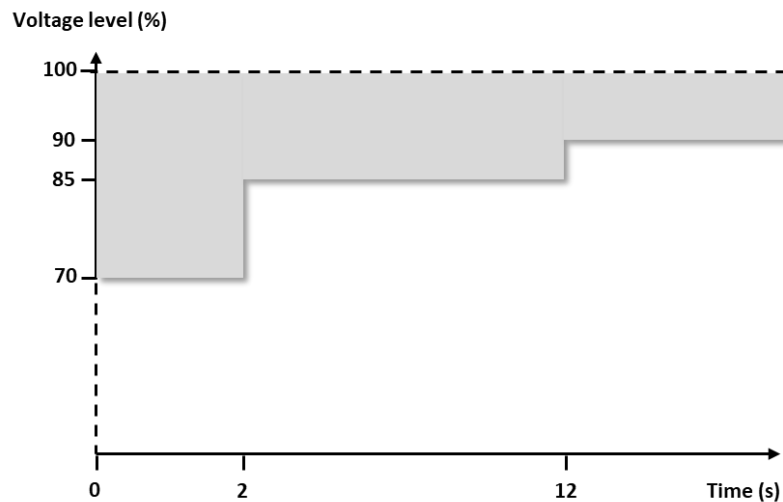


Figure 1: Allowed voltage deviation, of the voltage level stated in the Connection Contract of the considered Connection Point of the main generator of a Black Start PG, after instantly accepting an offtake of at least 10 MW.

- Able to provide the Black Start Service at least three consecutive times during the application of the Restoration Plan;
- Is equipped with frequency control for each TU of the Black Start PG. It must be possible for the normal power control and this frequency control to be used without deadband in respect of the frequency measured. The frequency control must be able to work with a statism whose control ramp can be adjusted between 2 and 12% and whose deadband can be adjusted between 10 and 200mHz.
- Able to shift to operational mode using one or another of the speed regulator operating modes, as defined above;
- It is equipped with a synchroscope which allows energizing a not energized busbar;
- It is equipped with a single communication interface with ELIA for the entire Black Start PG, pursuant to Art. III.3.8;

#### Energy Supply

- III.3.6 For Black Start PGs that are not characterized as Limited Energy Reservoir Black Start PGs, the RSP provides Elia with proof that the site has guarantees regarding the fuel supply allowing a full-load operation during a Blackout State and Restoration State<sup>3</sup>;
- III.3.7 In case the provision of the Black Start Service of a Black Start PG is dependent on a limited energy reservoir, the minimum energy content or fuel stock of the Limited Energy reservoir to be available at all times is determined by Elia via the simulations in the framework of the tendering process and specified in Annex 4.

#### Exchange of information

<sup>3</sup> For gas-fired Black Start PGs, an attestation from the gas system operator stating that a connection contract guaranteeing the pressure and the capacity to allow a full load operation during Blackout State and Restoration State has been signed is considered as sufficient proof.



### Part III – Specific Conditions for the Black Start Service

III.3.8 Pursuant to Art. 41 of the E&R NC, Elia must be able to contact any Black Start PG at all times. Following requirements apply to the communication channel:

- a voice-based communication channel (point to point);
- a standalone capacity of at least 24 hours, without the need for an external energy source, and operational in the event of a Blackout State;
- providing a link between the control room of each Black Start PG and ELIA's dispatching centre (a regional dispatching centre for voltage levels below 380 kV and the national dispatching centre for the voltage level 380 kV).

#### **Geographical distribution of Black Start PGs**

III.3.9 The target geographical distribution of the Black Start Service zones in Belgium is described in Annex 5.

**ART. III.4 COMMUNICATION TEST AND PREQUALIFICATION TEST**

- III.4.1 The RSP must perform a successful communication test and prequalification test as defined in the Test Plan prior to start of the Delivery Period of the Black Start PG as mentioned in Annex 3. As long as the prequalification test has not been successfully performed, the status of the Black Start PG will be Unavailable.
- III.4.2 A prequalification test cannot take place before a successful communication test, as described in the Test Plan, has been performed.
- III.4.3 A prequalification test consists of a Black Start capability test 4 as described in the Test Plan;
- III.4.4 The prequalification test is performed at the level of the Black Start PG.
- III.4.5 The prequalification test is scheduled upon request of the RSP and in mutual agreement with the ELIA contractual responsible listed in Annex 7.
- III.4.6 All Black Start PG's providing the Black Start Service must complete the prequalification test. An exemption to perform the prequalification test can be requested, by e-mail, to the ELIA contractual responsible listed in Annex 7, when following conditions are respected:
- The Black Start PG has participated to the previous contractual period of Black Start Service, and;
  - The Black Start PG has not been subject to any technical or operational changes, requiring investments, since it last participated to a contractual period of Black Start Service;
- ELIA will inform the RSP, latest 14 Days after the request, of either:
- The agreement to exempt the Black Start PG;
  - A justification why the exemption is not permitted;
- III.4.7 The RSP shall conduct simulations prior to the Delivery Period. These simulations shall be used to validate the compliance of each of the TUs of its Black Start PGs with the technical requirements in the Federal Grid Code (Compliance with the Federal Grid Code: Stability Study) and the E&R NC as well as the compliance of each of the Black Start PGs with the requirements stipulated in 0. The RSP shall submit to Elia a report containing the results and conclusions of the simulations conducted. These simulations are not required if the Black Start PG delivered the Black Start Services during the previous contract period and did not undergo any changes to its setup.
- III.4.8 The parties have the right to abort the prequalification test at any moment for security reasons. The party who takes the decision immediately informs the other party by phone call to the real-time contact, as per Annex 7 and by e-mail to the contractual responsible as per Annex 7. The e-mail should include the justification for suspension of the prequalification test.
- III.4.9 The general liability regime organized by 0 of the General Conditions is also applicable during the prequalification test.

#### **ART. III.5 AVAILABILITY STATUS OF NON-OPA TECHNICAL UNITS**

III.5.1 The Availability Status of a Technical Unit, part of a Black Start PG and not related to a Delivery Point part of the pool of an OPA, is by default Available.

III.5.2 In the occurrence of any outage or any other event impacting the Black Start PG's ability to deliver the Service, the RSP shall immediately notify Elia by email addressed to Elia's real-time operations contact person as per Annex 7. The RSP informs ELIA of an unavailability of a Technical unit, not related to a Delivery Point part of the pool of an OPA, for:

- The on-going quarter-hour;
- Any of the 96 quarter-hours before the ongoing quarter-hour;
- A successive series of quarter-hours, starting with the ongoing quarter-hour;

The RSP specifies in this communication:

- The name of the Technical Unit, pursuant to Annex 1;
- The unique identifier of the Technical Unit, pursuant to Annex 1;
- The start-time and estimated end-time of the unavailability;

The RSP informs ELIA, in the same way, of any updates on the start-time and/or end-time of the unavailability;

#### **ART. III.6 AVAILABILITY STATUS OF OPA TECHNICAL UNITS**

III.6.1 The Availability Status of a Technical Unit, part of a Black Start PG and related to a Delivery Point part of the pool of an OPA, is the same as the Availability Status in Intraday of the related Delivery Point.

III.6.2 In the occurrence of any outage or any other event impacting the Black Start PG's ability to deliver the Service, without impact on the Availability Status of the Technical Unit, part of a Black Start PG and related to a Delivery Point part of the pool of an OPA, the RSP needs to notify Elia pursuant to Art. III.5.2.

#### **ART. III.7 AVAILABILITY STATUS OF A BLACK START PG**

III.7.1 The Availability Status of a Black Start PG is assessed on a quarter hourly basis and is by default Available. The Availability Status becomes Unavailable when at least one of the Technical Units, part of the Black Start PG, comply with at least one of following conditions:

- The Technical Unit has an Availability Status Unavailable in Intraday, or;
- The Technical Unit, part of the Pool of an OPA, has an Availability Status Testing in Intraday which is not due to a test within the framework of this Contract pursuant to Art. III.4 or Art. III.9.

inhibiting the Black Start PG's ability to deliver the Black Start Service.

### Part III – Specific Conditions for the Black Start Service

- III.7.2 In the case of a Limited Energy Reservoir Black Start PG, if for at least one quarter hour of the day the minimal primary energy volume or fuel stock agreed in Annex 4 is not respected, provided the Black Start PG is available as foreseen in Art. III.7.1., the Availability Status of the Black Start PG will be set to Unavailable for the entire day.
- III.7.3 If the Black Start PG is Available for less than 48 quarter hours in a day, the Availability Status of the Black Start PG will be set to Unavailable for all quarter-hours of the day.
- III.7.4 For an RSP that holds two or more Black Start PGs providing the Black Start Service, the RSP ensures with the Grid User(s) or with the Outage Planning Agent(s) of the TUs of the Black Start PG that only one of the Black Start PGs has a planned outage at any one time.
- III.7.5 Elia shall be entitled to postpone the planned outage of a Black Start PG according to the modalities of the OPA Contract Type in order to prevent an excessive share of all by Elia contracted Black Start PGs being Unavailable at the same time.

### **ART. III.8 ACTIVATION OF THE START-UP**

#### **Request**

- III.8.1 ELIA can request a Black Start activation of a Black Start PG according to the modalities of the Restoration Plan;

#### **Start-up**

- III.8.2 Elia shall execute the start-up procedures, pursuant to the Restoration Plan, for the Black Start PGs in coordination with the RSP.

Part III – Specific Conditions for the Black Start Service

**ART. III.9 CAPABILITY TESTING**

III.9.1 The technical capability of the Black Start Service, of each Black Start PG, will be monitored by ELIA on the basis of Black Start capability tests.

III.9.2 A Black Start capability test consists of a Black Start Capability Test 1, 2, 3 or 4 as described in the Test Plan;

III.9.3 A Black Start capability test is scheduled with the RSP, upon request of ELIA. The RSP and ELIA agree on a timing for the test. In case no test date has been agreed upon within 2 months after the request, ELIA imposes a date. The imposed date respects following conditions:

- The imposed date is within 1 months;
- The Black Start PG has an Availability Status Available;

### Part III – Specific Conditions for the Black Start Service

Communication is done by e-mail to the RSP contractual responsible and Elia contractual responsible, listed in Annex 7.

- III.9.4 ELIA can request Black Start capability tests according to the modalities described in the Test Plan.
- III.9.5 ELIA considers an Black Start capability test compliant, when the success criteria from the Test Plan are satisfied.
- III.9.6 The consequences of a failed Black Start capability test are described in Annex 8.C.

#### ART. III.10 REMUNERATION

- III.10.1 The prices for providing the Service by the Black Start PGs included in this Contract, are defined in Annex 3. An assumed availability of 100% will be used before applying the remuneration reduction as outlined in Art. III.11.
- III.10.2 The remuneration of the opportunity and operational costs are applied based on the availability of the Black Start PG for the duration of the Contract.
- III.10.3 In case a minimum energy content needs to be reserved to provide the Black Start Service pursuant Art. III.3.7, the opportunity losses of not being able to participate to markets or other ancillary services due to the obligations in this Contract are to be included in Annex 3 and expressed as a fixed cost per day, or as a formula with the resulting price(s) being expressed in euro per day. In case of a formula, the resulting price(s) are updated on a yearly basis before the end of the previous calendar year.
- III.10.4 In case capital investments are required to comply with the technical requirements set out in this Contract to be able to start providing the Black Start Service, the capital cost for these investments are to be included in Annex 3 as a fixed cost. The total capital cost will be remunerated via equal monthly payments during the Delivery period of the contract.
- III.10.5 ELIA shall remunerate the RSP for any successful test conducted officially by ELIA except for the test limited to the Black Start inspection test. The remuneration per Test 4 shall be defined in Annex 3.

#### Indexation of remuneration

- III.10.6 For year Y, the new operational and test costs (resp. €/day and €/test) shall be calculated as follows:

$$P(Y) = P(Y - 1) * \frac{NI}{BI}$$

Where:

- P (Y) = operational or test costs for year i
- Y = year for which the new price is determined
- Y-1 = the previous year
- NI = new index, equal to the average monthly consumer price index published on <http://statbel.fgov.be/nl/statistieken/cijfers/economie/consumptieprijzen/> (in Dutch)

### Part III – Specific Conditions for the Black Start Service

for the last known 12 (twelve) months at the moment of the calculation of the index (which is performed on the month before year Y).

- BI = base index, equal to the average monthly consumer price index published on <http://statbel.fgov.be/nl/statistieken/cijfers/economie/consumptieprijzen/> (in Dutch) for the last known 12 (twelve) months preceding the NI period.

The indexation only applies starting from the second contract year and is exclusive to the operational and test costs as mentioned in Annex 3.

#### ART. III.11 REMUNERATION REDUCTIONS

- III.11.1 A remuneration reduction shall apply when a Black Start PG is affected by an outage, as defined in Art. III.7.1, Art. III.7.2 and Art. III.7.3. The remuneration reduction is outlined in annex 8.A.
- III.11.2 In addition to the remuneration reduction outlined in Art.III.11.1, the remuneration reduction described in annex 8.B shall apply in the event of an excessively long outage (evaluated over a period of one year) of the Black Start PG. If the Contract is concluded for less than one year, annual availability shall be calculated prorata temporis.
- III.11.3 In case of non-compliance of an Black Start capability test, in accordance with Art.III.9.5 , consequences apply as described in annex 8.C.

#### ART. III.12 INVOICING AND PAYMENT

- III.12.1 By the fifteenth (15<sup>th</sup>) of each calendar month M, the RSP shall send Elia a draft report on the provision of the Black Start Service during the previous month (M-1). This report shall include the following data:

- Availability Status of the Black Start PG during the previous month (M-1).
- The results of any tests pursuant to Art. III.9.

By the twentieth (20<sup>th</sup>) of each calendar month, Elia shall send the RSP its agreement with this report or any comments relating thereto, as well as the calculation of the remuneration reductions in accordance with the provisions of Art. III.12.4, including the calculation method and all the data underpinning this calculation. If the RSP challenges the invoiced remuneration reductions, the RSP shall notify Elia without delay. The parties shall then strive to reach an amicable settlement.

- III.12.2 By the twenty-fifth (25<sup>th</sup>) of each calendar month M, the RSP shall send Elia its monthly invoice, which shall include in addition to the elements mentioned in Art. II.5.1:
- a. the remuneration, pursuant to Article III.10.1, for the service to be provided in the following month M+1;
  - b. the remuneration reductions pursuant to Art. III.12.4 as calculated by Elia if applicable
  - c. the remuneration of the tests for which the report was sent to the RSP in Month M-1 in accordance with Art I.1.1.

Part III – Specific Conditions for the Black Start Service

- d. any other amount payable under the terms of this Contract;

The appropriation structure to be used by the RSP is outlined in Annex 6.

III.12.3 If no agreement can be reached, pursuant to Art. III.12.1:

- the RSP, when drawing up his invoice for Month M as specified in Art. III.12.2, shall take into account the remuneration reduction as 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. II.13 of the General Conditions shall apply.

III.12.4 At the latest three months after the end of the year Y, Elia shall audit the availability of the Black Start PGs and shall consequently apply the remuneration reductions to the next monthly invoice based on the following formula:

$$\begin{aligned}
 RR(Y) = & \sum_{\substack{Qh=1st\ Jan\ 00:00 \\ 31st\ of\ Dec\ 23:45}}^{31st\ of\ Dec\ 23:45} VC(Qh) - \sum_{\substack{Qh=1st\ Jan\ 00:00 \\ 31st\ of\ Dec\ 23:45}}^{31st\ of\ Dec\ 23:45} AS(Qh) * VC(Qh) \\
 + & \sum_{Qh=1st\ Jan\ 00:00} VC(Qh) * (1 - CF(Y)) + \sum_{Qh=1st\ Jan\ 00:00} AS(Qh) * VC(Qh) * FA(Qh) * 0.5
 \end{aligned}$$

Where:

- RR (Y) = remuneration reduction for year i
- AS (Qh) = Availability Status of the Black Start PG of the quarter hour. Equal to 0 if the Availability Status was Unavailable pursuant to Art. III.7, equal to 1 in any other case.
- VC (Qh) = the sum of the operational and opportunity costs for the quarter hour. This is equal to 1/96<sup>th</sup> of the daily remuneration of the operational and opportunity costs.
- CF(Y) = the correction factor as defined in Annex 8.B
- FA (Qh) = The quarters hours, as defined in Annex 8.C, during which the remuneration is reduced by 50% following a failed Black Start capability test.



Part III – Specific Conditions for the Black Start Service

**ART. III.13 CONTRACT DURATION**

III.13.1 This Contract shall enter into force on the date specified in Article II.4.1 and shall run until dd//mm/yyyy without prejudice to early termination in accordance with the provisions of this Contract.

Part III – Specific Conditions for the Black Start Service

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 NV/SA**, represented by:

[•]

[•]

[•]

[•]

Date:

Date:

**RSP**, represented by:

[•]

[•]

[•]

[•]

Date:

Date:

## ANNEX 1. LIST OF BLACK START PROVIDING GROUPS

In accordance with Art. I.1.1, the list of Black Start PG's is defined based on the following template which is exchanged by e-mail between the RSP and ELIA in the form of an excel file:



Annex 2 - List of Black Start PG's.xlsx

### RSP List of Black Start PG's attributes:

Refer to sheet 1 of the excel file.

List of Black Start PG's attributes	
RSP 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. Copy the sheet if there is more than 1 Black Start PG.

Annex 1: RSP List of Black Start PG's								
Black Start Providing Group name:								
Period(s) of Black Start Service provision:								
	Name	EAN Code or other unique identifier	Main generator of the Black Start PG? [Yes/No]	Related to a Delivery Point in the pool of an OPA? [Yes/No]	Fuel type	Limited fuel supply [Yes/No]	Limited energy reservoir [Yes/no]	grid user
Technical Unit 1:								
Technical Unit 2:								
Technical Unit 3:								
Technical Unit 4:								
Technical Unit 5:								

## ANNEX 2. PROCEDURE FOR RSP ACCEPTANCE

### 2.A LEAD GRID USER DECLARATION

#### Template Lead Grid User Declaration:

**ELIA Transmission Belgium NV**

To the attention of [●]

Keizerslaan 20

B-1000 Brussel

Date: dd/mm/yyyy

**Subject: Designation by the Lead Grid User of an RSP**

	Lead Grid User	RSP
<i>Name</i>		
<i>Address</i>		

[Lead Grid User] declares that:

1. He designates [RSP] located at [ADDRESS] to conclude a Contract for the Black Start Service with Elia for the Delivery Period of DD/MM/20XX<sup>4</sup> to 31/12/20XX.
2. The access point (s) related to the Black Start PGs of the Grid User are covered by a valid BRP contract signed by the BRP and the OPA Technical Unit(s) included in this declaration are covered by a valid OPA Contract signed by the OPA
3. The Lead Grid User shall ensure the proper transmission to the different parties referred to the previous point of the relevant information regarding the participation of the Black Start PG to the Service as well as the relevant information relative to the production/unavailability plans of the Black Start PG required by each of those parties to fulfil its obligations.
4. He is aware of the content of the concerned contract to be concluded by Elia and [RSP]
5. He will not take other commitments which can impede the delivery of Black Start Service.
6. He complies with the obligation in article 227 §2 of the Code of Conduct

<sup>4</sup> Date of the effective transfer of the Contract

Part III – Specific Conditions for the Black Start Service

[Lead Grid User] recognizes and agrees that the contract between Elia Transmission Belgium and [RSP] for Black Start Service is without prejudice to its rights and obligations regarding the BRP and OPA Contracts.

The Technical Units covered by this agreement are the following:

Technical Unit	EAN

[Lead Grid User] and [RSP] recognize that Elia is not accountable for:

1. A disagreement between [Lead Grid User] and [RSP] regarding the production of energy and the delivery of Black Start Service.
2. A disagreement between [Lead Grid User], [OPA Contract Holder], [BRP] and/or [RSP] related to remuneration reductions, as provided in the contract for Black Start Service, and resulting from a faulty information provided by [Lead Grid User].

[RSP] declares that he will inform [Lead Grid User] in case of any modification regarding the delivery of the above mentioned service.

The present agreement between the Lead Grid User and the RSP is terminated in case the Lead Grid User notifies the RSP and Elia either of the designation by him of a new third party as RSP for the above mentioned Black Start PG(s) for the remaining term of the delivering period and upon signature by this new third party of a contract regarding the delivery of the Service with Elia, or of his willingness to act as the RSP himself for the above mentioned Black Start PG(s) for the remaining term of the delivering period. In the latter case the Lead Grid User recognizes and agrees to take over the rights and obligations of the contract regarding the delivery of the Service from the RSP.

**[Lead Grid User]** with enterprise number [NUM], represented by:

Name:

Name:

Function:

Function

Date: dd/mm/yyyy

Date: dd/mm/yyyy

**[RSP]** with enterprise number [NUM], represented by:

Part III – Specific Conditions for the Black Start Service

Name:	Name:
Function:	Function
Date: dd/mm/yyyy	Date: dd/mm/yyyy

For receipt:

Elia Transmission Belgium NV (Elia), represented by:

Name:	Name:
Function:	Function:
Date: dd/mm/yyyy	Date: dd/mm/yyyy

**2.B GRID USER DECLARATION**

**Template Grid User Declaration:**

**ELIA Transmission Belgium NV**

To the attention of [•]

Keizerslaan 20

B-1000 Brussel

Date: dd/mm/yyyy

**Subject: confirming the Lead Grid User for the Black Start PG by all grid user(s) having a Technical Unit in the Black Start PG**

	<i>Name</i>	<i>Address</i>
<b>Lead Grid User</b>		
<b>grid user 1</b>		

Part III – Specific Conditions for the Black Start Service

<b>grid user 2</b>		
...		

In accordance with Art. III.2.3, ELIA must receive the proof that all grid users have signed without reserve this grid user declaration. The grid user declaration includes a list of all Technical Units related to the concerned Black Start PG. The grid user declaration has to contain at least the following clauses:

The grid user(s) confirm(s) that:

- The present grid user declaration only applies for the Technical Unit(s) listed in Table 1.
- The grid user(s) hereby acknowledge(s) that all given information in this grid user declaration is true and accurate.
- The grid user(s) confirm(s) to ELIA that its commitment to participate to the provision of Black Start Service as stipulated in the RSP Contract does not breach and, as the case may be, is guaranteed by existing contracts with relevant third parties (with whom the grid user has a contractual or regulated relationship).
- The grid user(s) hereby give(s) permission to the Lead Grid User to designate or act as an RSP to offer the Black Start Service to ELIA as described in the RSP Contract, from DD/MM/YYYY to DD/MM/YYYY.
- Each grid user acknowledge(s) that the present document is valid for each Technical Unit listed in Table 1, attributed to him until either respective expiry date of the grid user declaration or the submission of a new grid user declaration, for the Technical Unit(s) listed in Table 1,
- The access point(s) related to the TU(s) of the grid user(s) or, as the case may be, the third party's/parties' TU(s) connected to the grid user's installations, are covered by a valid BRP contract signed by the BRP and the OPA Technical Unit(s) included in this declaration are covered by a valid OPA Contract signed by the OPA
- Details of the concerned Technical Unit(s):

Technical Unit	EAN	Grid User

Table 1

The Lead Grid User confirms that:

- The Lead Grid User shall ensure the proper transmission to the different parties of the relevant information regarding the participation of the Black Start PG to the Black Start Service.

The Lead Grid User and the grid user(s) confirm that:

Part III – Specific Conditions for the Black Start Service

- All required agreements for the delivery of the Black Start Service with the grid user(s) of the other Technical Units of the Black Start PG are in place

[Lead Grid User] and [grid user(s)] recognize that Elia is not accountable for:

- A disagreement between [Lead Grid User] and [grid user(s)] regarding the production of energy and the delivery of Black Start Service.
- A disagreement between a grid user and the relevant third parties, including third parties owning/operating the Technical Unit(s)
- A disagreement between [Lead Grid User], [OPA Contract Holder], [BRP], [grid user] and/or [RSP] related to remuneration reductions, as provided in the contract for Black Start Service, and resulting from a faulty information provided by [Lead Grid User] or [grid user(s)].

[Lead Grid User] declares that he will inform [grid user(s)] in case of any modification regarding the delivery of the above-mentioned service.

**[Lead Grid User]** with enterprise number [NUM], represented by:

Name:

Name:

Function:

Function

Date: dd/mm/yyyy

Date: dd/mm/yyyy

**[grid user 1]** with enterprise number [NUM], represented by:

Name:

Name:

Function:

Function

Date: dd/mm/yyyy

Date: dd/mm/yyyy

**[grid user 2]** with enterprise number [NUM], represented by:

Name:

Name:

Function:

Function

Date: dd/mm/yyyy

Date: dd/mm/yyyy

...





Part III – Specific Conditions for the Black Start Service

For receipt:

Elia Transmission Belgium NV (Elia), represented by:

Name:

Name:

Function:

Function:

Date: dd/mm/yyyy

Date: dd/mm/yyyy

## 2.C CDSO DECLARATION

If a Technical Unit is connected to a CDS, pursuant to Art.III.2.3, ELIA must receive proof that the CDSO has signed without reserve the CDSO Declaration. A single CDSO Declaration can include one or multiple Technical Unit(s) related to the concerned CDSO. The CDSO Declaration has to contain at least the clauses foreseen in the following template.

### Template CDSO Declaration:

Party	
	CDSO
Name	
Address	
Company number	

For the Technical Units and respective timings, listed in Table 1:

- The CDSO acknowledges that, during the execution of the Restoration Plan, the consumption of any generated power within its CDS is only possible upon approval by ELIA;

In case no limitations are imposed by the CDSO:

- The CDSO gives permission to the RSP to provide the Black Start Service without imposing limitations, as foreseen in the RSP Contract;

In case the CDSO imposes limitations on the participation of the TU(s):

- The CDSO gives permission to the RSP to provide the Black Start Service with the following technical and/or operational limitations pursuant to Art. 226§2 of the Code of Conduct:
  - [list limitations here] ...
  - ...

Table 1			
Technical Unit name	Technical Unit unique identifier (EAN or serial number)	Start date	Expiry date

The present document is valid until either:

- The designation of another party, through a new CDSO declaration, for one (or more) of the Technical Unit(s) listed in table 1, signed by the CDSO and received by ELIA. In such case the present document remains valid for all Technical Units not concerned by the aforementioned new CDSO Declaration, or;
- The RSP terminates this Contract with ELIA in accordance with the general conditions of this Contract;

Part III – Specific Conditions for the Black Start Service

[CDSO] with enterprise number [NUM], represented by:

Name:	Name:
Function:	Function
Date: dd/mm/yyyy	Date: dd/mm/yyyy

For receipt:

Elia Transmission Belgium NV (Elia), represented by:

Name:	Name:
Function:	Function:
Date: dd/mm/yyyy	Date: dd/mm/yyyy

**2.D DSO DECLARATION**

If a Technical Unit is connected to a DSO Grid, pursuant to Art. III.2.3, ELIA must receive proof that the DSO has signed without reserve the DSO Declaration. A single DSO Declaration can include one or multiple Technical Unit(s) related to the concerned DSO. The DSO Declaration has to contain at least the clauses foreseen in the following template.

**Template DSO Declaration:**

Party	
	DSO
Name	
Address	
Company number	

For the Technical Units and respective timings, listed in Table 1:

- The DSO acknowledges that, during the execution of the Restoration Plan, the consumption of any generated power within its DSO Grid is only possible upon approval by ELIA;

In case no limitations are imposed by the DSO:

Part III – Specific Conditions for the Black Start Service

- The DSO gives permission to the RSP to provide the Black Start Service without imposing limitations, as foreseen in the RSP Contract;

In case the DSO imposes limitations on the participation of the TU(s):

- The DSO gives permission to the RSP to provide the Black Start Service with the following technical and/or operational limitations pursuant to Art. 226§2 of the Code of Conduct:
  - [list limitations here] ...
  - ...

Table 1			
Technical Unit name	Technical Unit unique identifier (EAN or serial number)	Start date	Expiry date

The present document is valid until either:

- The designation of another party, through a new DSO declaration, for one (or more) of the Technical Unit(s) listed in table 1, signed by the DSO and received by ELIA. In such case the present document remains valid for all Technical Units not concerned by the aforementioned new DSO Declaration, or;
- The RSP terminates this Contract with ELIA in accordance with the general conditions of this Contract;

[DSO] with enterprise number [NUM], represented by:

Name:

Name:

Function:

Function

Date: dd/mm/yyyy

Date: dd/mm/yyyy

For receipt:

Elia Transmission Belgium NV (Elia), represented by:

Name:

Name:

Contract for the Black Start Service  
20XX-XX-XX  
Signature Elia:

30/31  
V1/2023

[ContractReference]  
[ServiceProvider]  
Signature [SP]:



Part III – Specific Conditions for the Black Start Service

Function:

Function:

Date: dd/mm/yyyy

Date: dd/mm/yyyy

### ANNEX 3. PRICES FOR THE BLACK START PG

#### BLACK START PG XXX

##### A. TOTAL:

	Delivery Period (Start date – end date)
Capital costs (€)	
Operational costs (€/day)	
Opportunity costs (€/day)	
Test costs (€/test)	

## **ANNEX 4. TECHNICAL CHARACTERISTICS OF THE BLACK START PG**

This Annex consists of the completed data collection questionnaire which can be downloaded on ELIA website ([Becoming a Restoration Service Provider \(elia.be\)](https://www.elia.be)) or requested by e-mail pursuant to Annex 7.

## ANNEX 5. GEOGRAPHIC DISTRIBUTION OF BLACK START PGS FOR THE BLACK START SERVICE

The 5 (five) Black Start Service zones are constituted as follows:

- 1 (one): the 380 kV part of the ELIA Grid. Any Black Start PG (proposal) whose Main Generator is connected directly to the 380kV part of the ELIA Grid is considered connected to the 380kV Black Start Service Zone.
- 4 (four) regional zones defined for the Black Start Service correspond to the aggregation of Electrical Zones (situation of 01/09/2022)<sup>5</sup> as described below:
  - North-West = Langerbrugge East, Langerbrugge West and Ruien;
  - North-East = Merksem and Stalen;
  - South-West = Hainaut East, Hainaut West and Schaerbeek/Brussels;
  - South-East = Liège;

Any Black Start PG (proposals), not connected to the 380 kV part of the ELIA Grid, is considered to be connected to that Black Start Service Zone in which the Connection Point of its Main Generator is located.

---

<sup>5</sup> The electrical zones are subject to change according to the rules defined in the Rules for Coordination and Congestion Management. The situation of 01/09/2022 is taken as a reference and will be used for the duration of the Black Start Service contractual period. Changes to the electrical zones do not impact the Black Start contract.



## ANNEX 6. APPROPRIATION STRUCTURE

Auxiliary service	Remuneration	Booking reference
Black Start	Base price	900101
	Reduction for outages	900102

## ANNEX 7. CONTACT PERSONS

### FOR ELIA:

#### **1 Contract monitoring**

[•]

Boulevard de l'Empereur 20

1000 Bruxelles

Tel.: +32 (0)2 546 7443

Fax: +32 (0)2 546 7840

Email: [•]

#### **2 Invoicing and payments**

##### Settlement

[•]

Boulevard de l'Empereur 20

1000 Brussels

Tel.: +32 (0)2 546 7062

Email: system.services@elia.be

##### Invoicing and payments

ELIA TRANSMISSION BELGIUM NV

[•]

Boulevard de l'Empereur 20

1000 Brussels

#### **3 Real-time operations**

National dispatching (Operations)

Chaussée de Vilvoorde 126

B-1000 Brussels

Tel.: +32 (0)2 382 2383

Fax: +32 (0)2 382 2139

Email: dispatching@elia.be

Northern regional dispatching office (Noord) Southern regional dispatching office (Zuid)
<b>4 Non real-time operations</b>  National dispatching (Duty) Chaussée de Vilvoorde 126 B-1000 Brussels Tel.: +32 (0)2 382 2308 Fax: +32 (0)2 382 2139 Email: <a href="mailto:dispatching@elia.be">dispatching@elia.be</a>
<b>5 Analysis and preparation of tests</b>  [•] Vilvoordselaan, 126 1000 Brussels Tel.: +32 (0)2 240 53 69 Email: [•]

**FOR THE RSP:**

<b>1 Contract monitoring</b>
<b>2 Invoicing and payments</b> 2.1 Settlement  2.2 Invoicing and payments
<b>3 Real time (24h/24h)</b>
<b>4 Non real-time operations</b>

## ANNEX 8. REMUNERATION REDUCTIONS

### 8.A REMUNERATION REDUCTIONS FOR UNAVAILABILITIES

The remuneration reduction for having the status Unavailable is proportional to the number of quarter-hours for which the Black Start PG has been Unavailable as defined in Art. III.7 and equal to the sum of the operational and opportunity costs indicated in Annex 3.

### 8.B REMUNERATION REDUCTIONS IN THE EVENT OF AN EXCESSIVELY LONG OUTAGE

The remuneration reduction applied to the operational and opportunity costs:

Annual availability of the Black Start PG	Correction factor applied
More than 325 days	100%
Between 255 and 325 days	92%
Between 146 and 254 days	84%
Less than 145 days	76%

### 8.C CONSEQUENCES OF A FAILED BLACK START CAPABILITY TEST

#### Concerning capital costs:

- 1st failed test: settlement on hold until successful test
- 2nd failed test: possibility to suspend or terminate this contract in accordance with 0, including payment of any remaining remunerations of capital cost

#### Concerning operational and opportunity costs:

- 1st failed test: Correction factor of 50% applied on the operational & opportunity cost until successful test, given the uncertainty of the availability of the Black Start PG.
- 2nd failed test: service set Unavailable starting from, and including, the day of the second test until successful test and possibility to suspend or terminate this contract in accordance with Art. II.11.

## ANNEX 9. MINIMAL TECHNICAL REQUIREMENTS FOLLOWING FROM THE SIMULATIONS PERFORMED BY ELIA

The following parameters are set by Elia via simulations during the tendering process as a condition for a feasible proposal and must be maintained throughout the contract:

	Value determined by Elia
Minimal Reactive power absorption [MVar]	
Required active power injection [MW]	
Minimum available energy (in case of limited energy reservoir) [MWh]	