CAPACITY REMUNERATION MECHANISM (CRM)

FUNCTIONING RULES second edition

~~Established by CREG based on Elia's proposal from April 30 2021~~

~~8 June 2021~~Proposal from Elia

1 February 2022

1 INTRODUCTION

1. The current document constitutes the Functioning Rules of the Belgian Capacity Remuneration Mechanism (hereafter referred to as 'CRM') ~~established~~proposed by ~~CREG~~ELIA in accordance with article 7undecies § 12 of the Law of 29 April 1999 on the organization of the Electricity Market hereafter referred to as 'Electricity Act'.

2. Every year, as per article 7undecies paragraph 12 of the Electricity Act, ELIA submits to CREG and to the Directorate-General for Energy proposed Functioning Rules by February 1 at the latest. ELIA and CREG publish the Functioning Rules established by CREG by ~~15~~ May 15. The Functioning Rules only take effect after they have been approved (with amendments, if any) by the King and have been published in the Belgian Official Gazette (Moniteur belge).

3. The Functioning Rules are to be considered in relation to other relevant documents, including:

   - Regulation (EU) 2019/943 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity;

   - The Electricity Act of April 29th 1999 as amended from time to time ;

   - The following (draft) Royal Decrees:

     • Royal Decree of 28 April 2021 establishing the parameters used to determine the capacity volume to be provided, including calculation methods, and the other parameters necessary for organising auctions, as well as the method and conditions for granting an individual exemption to the application of the intermediate price cap(s) in connection with the Capacity Remuneration Mechanism.

     • Royal Decree on the establishment of the eligibility criteria set out in article 7undecies, § 8, al. 1, 1° and 2°, of the law of 29 April 1999 on the organisation of the electricity market, with regard to the conditions under which capacity holders benefitting or having benefitted from support measures are entitled or obliged to take part in the prequalification process, and on the minimum threshold, in MW.

     • Royal Decree on the establishment of the eligibility criteria set out in article 7undecies, § 8, al. 1, ° 3 of the law of 29 April 1999 on the organisation of the electricity market, with regard to the terms and conditions under which holders of indirect foreign capacity can take part in the prequalification process in connection with the capacity remuneration mechanism set out in article 7undecies, § 8, al. 1 ° 3 of the law of 29 April 1999.

     • Royal Decree setting out the investment thresholds, eligibility criteria for investment costs and the classification procedure, established in accordance with article 7undecies, § 9 of the Electricity Act.

     • Royal Decree determining the conditions and methods for overseeing the correct functioning of the capacity remuneration mechanism by the Commission for Electricity and Gas Regulation (CREG), established in accordance with article 7undecies, § 13 of the Electricity Act.

- The future Ministerial Decree ~~of~~expected for 30 ~~April 2021~~March 2022 setting out instructions for the system operator to organise auctions four years before the capacity supply period starting on 1 November ~~2025~~2026, the parameters necessary for the organisation of said auctions, the maximum volume of capacity that can be contracted with all non-proven capacity holders, and the minimum volume to be reserved for auctions one year prior to the capacity supply period, in accordance with article 7undecies, § 6, al. 1 of the law of 29 April 1999 on the organisation of the electricity market:

- The Capacity Contract, which must comply with the Functioning Rules, in accordance with article 7undecies, § 11 of the Electricity Act.

4. The Functioning Rules describe in detail the methodologies, rules and principles of the CRM. Most justifications are included in the design notes, consultation reports and the material provided in the context of the Task Force CRM (design and implementation) that are all published on the ELIA website[1]. These documents can be considered as non-binding background information.

5. According to article 7undecies paragraph 12 of the Electricity Act, the Functioning Rules are established in order to:

- foster competition as much as possible in the Auctions;

- avoid any market abuse or market manipulation, anti-competitive behaviour or unfair trade practice;

- ensure the economic efficiency of the CRM in order to guarantee that the Capacity Remunerations provided are adequate and proportionate and that the potential negative effects on the good functioning of the market remain as limited as possible;

- respect the technical constraints of the grid and take into account the disposals of the Federal Grid code regarding the submission and the treatment of the connection requests to the transmission system and the conclusion of Connection Contracts without prejudice to the technical limitations and obligations applicable to capacities connected to other networks.

6. Furthermore, article 7undecies paragraph 12 states that the Functioning Rules must cover the following topics:

- the eligibility criteria with respect to the right to participate in the Prequalification Process;

- the Prequalification modalities & criteria;

- the modalities for notifying the Opt-out Volume;

- the Auction modalities;

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[1] ~~https://www.elia.be/fr/users-group/implementation-crm~~ https://www.elia.be/fr/users-group/implementation-crm

- the Availability Obligations and the obligations prior the Delivery Period for Capacity Providers and the related Penalties in case of failure to fulfil these Obligations;

- the Financial Securities to be provided by the Capacity Providers;

- the organization of the Secondary Market, at the latest 1 year before the 1st Delivery Period;

- the modalities related to the exchange of information and the rules providing transparency on the CRM;

- the latest date by which each Capacity Holder of Unproven Capacity must complete his Prequalification File with the concerned Delivery Points.

7. This document covers the following sections:

- Introduction (chapter 1)

- General Provisions (Chapter 2)

- Definitions (Chapter 3)

- Service Time Schedule (Chapter 4)

- Prequalification Process (Chapter 5)

- Auction process (Chapter 6)

- Capacity Contract signature (Chapter 7)

- Pre-delivery control (Chapter 8)

- Availability Obligation (Chapter 9)

- Secondary Market (Chapter 10)

- Financial Securities (Chapter 11)

- Payback Obligation (Chapter 12)

- Liability and Force Majeure (Chapter 13)

- ~~Disputes~~Dispute Resolution (Chapter 14)

- Fallback ~~processes~~procedures (Chapter 15)

- Transparency and Motivation (Chapter 16)

- ~~Cross-border participation in the Belgian CRM~~Direct and Indirect Foreign Capacity Participation (Chapter 17)

- Annexes (chapter 18)

2 GENERAL PROVISIONS

2.1 ADOPTION, APPROVAL AND AMENDMENT

8. The Functioning Rules are established by the CREG on the basis of a proposal by ELIA, which consults the market participants in advance in accordance with article 7*undecies*, paragraph 12 of the Electricity Act. The Functioning Rules shall take effect after they have been approved by Royal Decree and published in the Belgian Official Gazette (*Moniteur belge*).

9. All future amendments to the Functioning Rules will be proposed by Elia after consultation with market participants, and with a view to being established by CREG, in accordance with article 7undecies, paragraph 12 of the Electricity Act. The amended Functioning Rules and/or Royal Decree approving the amended Functioning Rules shall govern the impact, if any, of said amendments on the existing contracts. More specifically, as far as V 2.0 of the Functioning Rules are concerned, and except when provided explicitly otherwise in the relevant sections, the sections (as amended) applicable to situations where a Capacity Contract is signed, will apply to the Capacity Contracts signed on the basis of the V1.0 of the Functioning Rules.

10. Any reference to legislation, regulations, directives, orders, instruments, codes or any other legal provision is to be understood as a reference to legislation, regulations, directives, orders, instruments, codes or any other legal provision as amended over time.

2.2 INTERPRETATION

11. These Functioning Rules are written in French and Dutch, both are equivalent and to be considered as the original version. No precedence exists between these two versions. In addition, an English version is also available. The English version has been drawn up by Elia on the basis of the original version and is published on its website.

12. The definitions as set out in the Electricity Act and its implementing royal decrees apply to the Functioning Rules. For the purpose of the Functioning Rules, the list of definitions (according to chapter 3) completes the definitions of the Electricity Act.

13. In the event of a contradiction between the provisions in the service time schedule (Chapter 4) or in the Annexes (Chapter 18) and the provisions in the other chapters, the provisions in the latter shall have priority. The content of Chapter 1 is not binding.

14. Each Chapter contains an introduction which serves as a user's guide, contributing via an introductory explanation to a good understanding of each process. The introduction sections have no binding force. The introduction sections can only be relied upon to the extent that the Functioning Rules would need further interpretation, which can neither be found in the legislation and implementing royal decrees.

15. As from the publication of the Functioning Rules on the website of ELIA, parties interested in participating to the CRM may contact ELIA by email (customer.crm@elia.be) with questions related to the interpretation of these Functioning Rules. ELIA must only answer to those questions that are within the scope of these Functioning Rules and are relevant. The questions and answers to these questions will

be published on ELIA's website, unless confidentiality is invoked by the inquiring party and accepted by ELIA and the CREG. Any interpretation of the Functioning Rules by ELIA shall first be submitted to the CREG for approval.

2.3 COSTS RELATED TO THE CRM ACTOR'S PARTICIPATION IN THE CRM

16. ELIA does not remunerate the cost incurred by the Capacity Holder, the (Prequalified) CRM Candidate or Capacity Provider resulting from his participation in the CRM, whether his CMU has been selected or not in or as a result of the Prequalification and Auction process.

    Participation by the Capacity Holder, the (Prequalified) CRM Candidate or Capacity Provider in the CRM does not grant any right, guarantee or claim in respect of ELIA apart from what is set out by these Functioning Rules and, if applicable, the Capacity Contract.

2.4 CONTRACTUAL RELATIONSHIP WITH OTHER MARKET PARTIES

17. The CRM Actor informs the Grid User(s) or CDS User(s) for whom it acts to form a CMU of the scope and purpose of the Functioning Rules. The CRM Actor makes all reasonably necessary in the context of its contractual relations with such Grid User(s) or CDS User(s) so that the intervention of such Grid User(s) or CDS User(s) does not constitute an obstacle or difficulty to the implementation of the Functioning Rules.

18. The CRM Actor and ELIA ensure that their own mutual contractual relations are always based on the existence and proper performance of the requisite contractual agreements with the parties concerned who have concluded one of the other regulated contracts with ELIA or with another system operator within the Belgian Control Area.

2.5 COMMUNICATION

2.5.1 NOTIFICATIONS

19. A notification means any written and electronic communication required to be given by a CRM Actor, ELIA or another entity identified under these Functioning Rules or the Capacity Contract.

20. Each notification is dated with the day of actual sending.

21. In case notifications have to take place through the CRM IT Interface as per these Functioning Rules, the fallback procedures described in chapter ~~13~~15 shall apply if the CRM IT Interface is unavailable.

22. Apart from exceptions provided for under these Functioning Rules, all communications and notifications between a CRM Actor and ELIA shall be effected via the CRM IT interface.

23. Telephone calls are not considered as formal correspondence (whether in the context of the Functioning Rules or the Capacity Contract).

2.6 CRM IT INTERFACE AND IT REQUIREMENTS

24. ELIA sets up a CRM IT Interface in order to enable ELIA and the CRM Actors to perform the necessary actions in the context of the participation ~~in~~ and execution of the CRM and in order to handle communication, including notifications, between parties.

    The CRM IT Interface is a web based application. It does not require specific development from the CRM Actor's side and does not require any other software than commonly-used internet browsers.

    The CRM Actor shall, at its own expense, make sure to have the information technology and communication means required for the use of the CRM IT Interface and shall implement the necessary safety measures in its IT environment to prevent unauthorised access to the CRM IT Interface through its IT environment. The CRM Actor shall also take the necessary measures to ensure a back-up of the data and documents that he uploads onto the CRM IT Interface and that are made available via the interface.

25. By registering or using the CRM IT Interface, the CRM Actor agrees to be bound by the terms and conditions applicable to the use of the CRM IT Interface. When using the CRM IT Interface, CRM Actor shall at all times act in accordance with these terms and conditions and with applicable legislation, and will only use the CRM IT Interface in the context of and for the purpose of participation in and implementation of the CRM.

26. To facilitate the communication between all the actors of the CRM, ELIA generates various IDs and makes them accessible for the CRM Actor via the CRM IT Interface.

26.1. ~~The prequalification module of the CRM IT Interface shall be operational as from May 15, 2021.~~

    ~~Capacity Holders can fill in the application form via a preliminary access to the CRM IT Interface. Once the application form is approved by ELIA (following the rules of section 5.3.1), each user of the CRM IT Interface linked to the CRM Candidate receives an ID and is invited by e-mail to create a password in order to access additional CRM IT Interface modules, such as the platform dedicated to the Prequalification File submission and the Auction demo platform.~~

27. ~~Access rights to the CRM IT Interface for the submission of Bids are granted to the Prequalified CRM Candidate when the Standard or Specific Prequalification Process is successfully completed. The CRM IT Interface for the submission of Bids is accessible as from September 1, 9:00 am.~~

28. ~~ELIA sets up an Auction demonstration version of the CRM IT Interface for CRM Candidates and Prequalified CRM Candidates. By means of this demo version, ELIA advises the CRM Candidate on how to successfully pass the tests foreseen in this Auction demo tool prior to the prequalification result notification in order to facilitate the submission of the Bids before the Auction. Access to the Auction demo platform is granted to the CRM Candidate once the application form has been approved by ELIA. The platform is accessible as from June 1, 2021, 9:00 am.~~

29.1. ~~Access rights to the CRM IT Interface related to the Secondary Market are granted once the conditions according to section 10.3 are fulfilled. The Prequalified CRM Candidate is authorized to access it according to the CRM Secondary Market timing and duration (as per section 10.8).~~

30.27. The CRM Actor shall comply with the requirements and instructions for the correct use of the CRM IT Interface, and shall regularly ascertain any changes to and updates of the requirements and instructions.

ELIA has the right to modify the procedural requirements and/or technical requirements for the use of the CRM IT Interface, upon prior notice via the CRM IT Interface and ELIA's website at least one month before the application of the new requirements. In urgent cases, adjustments can be made without prior notice. In that case, ELIA shall notify the CRM Actor by email as soon as possible after the change is made.

31.28. For some requirements in the context of the Capacity Contract (e.g: Availability Test trigger), actions might be needed on the CRM Actor's side. In such case, ELIA will share the IT specifications no later than two months prior to the expected go live of the related requirement.

32.29. The CRM IT Interface is intended to be accessible 24/7, unless otherwise indicated. ELIA shall be entitled at any time to suspend or otherwise limit the availability of the CRM IT Interface from time to time, in whole or in part, in order to make any changes that would improve or extend its operation or to provide for its maintenance. Also, it cannot be guaranteed that access to or operation of the CRM IT Interface will be uninterrupted or free from errors, bugs, or technical failures, since the provision of the interface depends, inter alia, on the proper functioning of the Internet.

33.30. The fallback procedures that apply in case of maintenance, unavailability or other problems related to the CRM IT Interface are detailed in chapter 15.

2.6.1 Preliminary access to the CRM IT Interface

31. Capacity Holders can fill in the application form via a preliminary access to the CRM IT Interface. Once the application form is approved by ELIA (following the rules of section 5.3.1), each person mentioned in the "contact details" of the application form receives a user ID by e-mail and is invited to create a password in order to access additional CRM IT Interface modules, such as the platform dedicated to the Prequalification File submission or to the Financial Security submission.

2.6.2 Prequalification module of the CRM IT Interface

32. The prequalification module of the CRM IT Interface shall be operational as from May 15, 2021.

33. In the event that the CRM Actor identifies a problem when submitting or modifying information to ELIA via the CRM IT Interface during a Prequalification Process, the procedures detailed in section 15.3.3 apply.

34. Three types of ID will be used by ELIA during the Prequalification Process to communicate with the CRM Actor: The Delivery Point ID, the CMU ID and the project ID. Those three ID are described in more detail in the 3 sections below.

2.6.2.1   Delivery Point ID

35.   If a Delivery Point participates for the first time to a Prequalification process (as per section 1), a corresponding ID is generated by the CRM IT Interface. This ID does not evolve along with the Delivery Point's status evolution and remains the same regardless of the CRM Actor to whom it belongs. As a consequence, when it is not the first time that a Delivery Point participates to a Prequalification process, the ID of the Delivery Point is provided to ELIA by the CRM Actor himself.

36.   If the CRM Actor does not know if the Delivery Point already participated to a Prequalification Process and/or does not know the ID of this Delivery Point[2], he has the responsibility to ask for it to one of the following actors before including the Delivery Point in his Prequalification File:

   -    the Grid User in case of TSO-connected or DSO-connected Delivery Point; or

   -    the CDS User in case of CDS-connected Delivery Point.

37.   If the Grid User or the CDS User indicates to the CRM Actor that the Delivery Point participates to a Prequalification Process for the first time, the CRM Actor requires the generation of an ID during the inclusion of the Delivery Point in the related Prequalification File. To do so, there is not necessarily a need to submit the Prequalification File to ELIA; only the inclusion and saving of the Delivery Point in the CRM IT Interface is necessary. Once included and saved, the Delivery Point's ID is visible in the CRM IT Interface.

   Then, it is the responsibility of the CRM Actor to communicate this ID to the Grid User or to the CDS User in order for them to include it in the Grid User Declaration or the CDS User Declaration.

38.   If the Grid User or the CDS User indicates to the CRM Actor that the Delivery Point already participated to a Prequalification Process, the corresponding ID is then communicated to the CRM Candidate who, in turn, provides it to ELIA when including the Delivery Point in the related Prequalification File.

39.   To meet the specific requirements that a DSO may have regarding Delivery Points connected to a DSO grid or to a CDS itself connected to a DSO grid, the communications between a DSO and the CRM Actor regarding such Delivery Point are initiated by the CRM Actor before the submission of the Prequalification File which includes the Delivery Point. To initiate those communication, the CRM Actor needs the Delivery Point's ID. To get this ID, the process described above applies.

2.6.2.2   CMU ID

40.   Each time a new CMU is created in the CRM IT Interface (as per section 1), a corresponding ID is generated by the CRM IT Interface.

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[2] And therefore if the CRM Actor is not the Grid User or the CDS User of the Delivery Point.

2.6.2.3 Project ID

41. The project ID is the reference used in the communication between the CRM Actor, ELIA and the CREG regarding the investment file.

42. As soon as a CRM Actor submitted (or intends to submit) an investment file to the CREG for his CMU and as part of his Prequalification File, he either asks to generate a project ID on the CRM IT Interface or provides one. Indeed, in the event that more than one CMUs are linked to a same investment file (e.g. Linked Capacities), the CRM Actor creates a project ID via the CRM IT Interface only once; this is done via the first submitted CMU. Then, in the Prequalification File of the other CMU(s), the CRM Candidate provides the project ID received in the first submitted CMU.

2.6.3 Financial security module of the CRM IT Interface

43. The Financial Security module of the CRM IT Interface shall be operational as from May 15, 2021.

44. In the event that the CRM Actor identifies a problem when submitting information via the Financial Security module to ELIA, the procedures detailed in section 15.8 apply.

45. Each time a new Financial Security is created in the CRM IT Interface, a corresponding ID is automatically generated by the CRM IT Interface.

2.6.4 Auction module of the CRM IT Interface

46. Access rights to the CRM IT Interface for the introduction of Bids are granted to the Prequalified CRM Candidate when the Standard or Specific Prequalification Process is successfully completed. The CRM IT Interface for the introduction of Bids is accessible as from September 1, 9:00 am.

2.6.5 Secondary market module of the CRM IT Interface

47. Access rights to the CRM IT Interface related to the Secondary Market are granted once the conditions according to section 10.3 are fulfilled. The Prequalified CRM Candidate is authorized to access it according to the CRM Secondary Market timing and duration (as per section 10.8).

2.7 DATA ACCURACY

48. The CRM Actor shall promptly and correctly provide ELIA with all information required in the context of the CRM, including the information required under these Functioning Rules and the Capacity Contract.

2.71.1The CRM Actor is at all times responsible for providing accurate, complete and up-to-

date information to ELIA (including any information provided in the Bid(s)), and to ensure that this information remains accurate, complete and up-to-date during the entire CRM process (including the application, prequalification, Auction, Pre-delivery and Delivery Period) in accordance with the principles set out in these Functioning Rules, including in section 5.6. ~~DATA ACCURACY~~

~~34.1. The CRM Actor shall promptly and correctly provide ELIA with all information required in the context of the CRM, including the information required under these Functioning Rules and the Capacity Contract.~~

~~The CRM Actor is at all times responsible for providing accurate, complete and up-to-date information to ELIA (including any information provided in the Bid(s)), and to ensure that this information remains accurate, complete and up-to-date during the entire CRM process (including the application, prequalification, Auction, Pre-delivery and Delivery Period) in accordance with the principles set out in these Functioning Rules, including in section 5.7.~~ The CRM Actor also warrants and guarantees that it lawfully holds the information it transfers to ELIA and is legally entitled to transfer said information to ELIA.

~~35.~~49.   ELIA regularly performs checks and has the right to audit (or have audited) all along the process all information provided by a CRM Actor. In the event that inaccurate, incomplete, out-of-date information or other inconsistencies are identified during a check or audit, the processes, penalties and sanctions as set out in these Functioning Rules shall apply, without prejudice to other remedies available to ELIA.

~~36.~~50.   The CRM Actor shall verify the data that he introduces on the CRM IT Interface as well as the data that is prefilled on, generated by or communicated via the CRM IT Interface and shall inform ELIA without delay of any (alleged) errors or unclarities. When the CRM Actor expects certain actions or information and these are not communicated within the expected time, he will inform ELIA as soon as possible.

~~37.~~51.   ELIA exerts a certain (automatic) verification on the information contained in or generated by the CRM IT Interface, but it cannot be guaranteed that illogical or erroneous data will always be noticed by ELIA. The CRM Actor will not assume that the data are always correct, and shall carry out the necessary verifications as much as possible.

2.8 CONFIDENTIALITY

38.52.   Information of a commercial, technical, strategic, financial nature, or other sensitive information that is not publicly known and that is commonly regarded as valuable and confidential, will be treated by both ELIA and the CRM Actor as confidential information. Such information shall not be communicated or disclosed to third parties unless:

- communication or disclosure is mandatory in the context of the CRM (e.g. in the context of the communication with the CREG) or required under the transparency obligations under these Functioning Rules or by other legal or regulatory obligations; or

- prior written permission has been obtained from the disclosing party; or

- such information at the time of disclosure by the disclosing party to the receiving party is within the public domain, or after such disclosure becomes a part of the public domain through no fault of the receiving party; or

- a party is called upon to testify in court, before the CRM Disputes Committee or in its relations with the competent regulatory, administrative and judicial authorities; or

- communication of the information is essential for the performance of contracts concluded or to be concluded with suppliers of goods and services, including within the framework of the Capacity Contract or, with regard to ELIA, of its transmission system development, maintenance and operation tasks, if communication of the information is necessary for the proper functioning and integration of the market or in order to guarantee the safety, reliability and efficiency of the transmission system, provided that the recipient of this information undertakes to grant it the same degree of confidentiality as provided for in this clause; or

- the information is already lawfully known by a party at the time of the communication and has not been communicated previously by the disclosing party, directly or indirectly, or by a third party, in breach of a confidentiality obligation; or

- the information, after being communicated, has been brought to the attention of the receiving party and/or its staff and agents by a third party, without breaching a confidentiality obligation with regard to the disclosing party.

In addition, ELIA is entitled to communicate or disclose the information in consultation with operators of other grids or within the framework of contracts and/or rules with foreign system operators or regional security coordinators/regional coordination centres, insofar as necessary and provided that the recipient of the information undertakes to grant it the same degree of confidentiality as ELIA.

39.53.   This section is without prejudice to the specific legal and regulatory provisions relating to the confidentiality obligation applicable to ELIA.

40.54.   ELIA and the CRM Actor shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of confidential information of the other party. ELIA and the CRM Actor shall take the measures necessary to ensure that this confidentiality undertaking is also strictly observed by their employees, as well as by any person who is not an employee but for whom ELIA or the CRM Actor is nevertheless responsible to the other party and has received the confidential information on a strict need-to-know basis.

41.55. Each party retains full ownership of every information, even if it has been communicated to other parties. ELIA and the CRM Actor agree to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of confidential information of the disclosing party which may come to the receiving party's attention.

42.56. The confidentiality obligation shall last for five years after the latest of the next moments, i.e. the end of the process (e.g. prequalification or ~~Auction~~auction) in which the confidential information has been exchanged or the ~~date~~end of ~~signing of the Capacity Contract~~a Transaction Period, in case a ~~Capacity Contract~~Transaction has been concluded.

2.9 DATA PROTECTION

43.57. In the context of the CRM, ELIA and the CRM Actor shall process personal data in accordance with the Data Protection Legislation. The definitions set out in the Data Protection Legislation are applicable to the corresponding terms in the Functioning Rules.

44.58. ELIA and the CRM Actor act as separate data controllers for the personal data that they process in the context of the CRM.

45.59. Information about the processing of the personal data by ELIA in the context of the CRM is set out in its privacy policy available on its website.

46.60. The CRM Actor, hereby:

- ~~Warrants~~warrants and guarantees that all personal data it provides to ELIA in the context of the CRM are accurate, complete and kept up to date, and that he shall inform ELIA without undue delay if he becomes aware that the personal data it has transferred are inaccurate, or have become outdated;

- ~~Warrants~~warrants and guarantees that he lawfully holds and is entitled to transfer these personal data to ELIA;

- ~~Warrants~~warrants and guarantees that he (i) shall duly inform the data subjects concerned in accordance with Data Protection Legislation that their personal data may be transferred to ELIA in the context of the CRM, and that il shall hereby include a reference to Elia's privacy policy, and (ii) shall provide Elia, upon request, evidence demonstrating that the data subjects have been duly informed in accordance with this article.

3 DEFINITIONS

3.1 GENERAL DEFINITIONS

47.61.   For reasons of completeness and informational purposes, the list of definitions hereunder also includes the relevant terms already defined in the Electricity Act, the Federal Grid Code or in the European legislation. For these definitions already provided under the Electricity Act or the Federal Grid Code a non-official English translation is provided.

Term	Definition
Access Point	As defined in article 2, § 1, 29° of the Federal Grid Code for an access to the transmission grid of ELIA.

For an access to the ELIA Grid other than the transmission grid, or to a Public Distribution Grid: a point, defined by the physical location and voltage level, at which access to the ELIA Grid other than transmission grid, or to a Public Distribution Grid, is granted, with a goal to injecting or taking off power, from an electricity ~~generation~~production unit, a consumption facility, a non-synchronous storage facility, connected to this grid~~. For an access to a CDS, as defined in article 2, § 1, 30° of the Federal Grid Code~~. |
Activation of Redispatching Services	The use of Redispatching Services in line with article 22 (2) of SOGL and article 12 of the Coordination and Congestion Rules (as published by ELIA).
Active Volume	The component of the Available Capacity measured as the part of a CMU without Daily Schedule that reacted to a market price signal in accordance with its (Partial) Declared Prices, determined according to section 9.4.3.2.3.1.
Additional Capacity	The Capacity for which, at the time of Prequalification File submission, no Nominal Reference Power can be calculated based on quarter-hourly measurements or that is subject to a technical agreement in accordance with the connection process as defined in the Federal Grid Code.
Additional Capacity Market Unit (Additional CMU)	A Capacity Market Unit which includes at least one Additional Delivery Point.
Additional Delivery Point	A Delivery Point associated to an Additional Capacity.
Adjacent European Member State	As defined in article 1, § 2, 1° of the Royal Decree on the eligibility criteria for indirect foreign capacity.
Adjacent Transmission System Operator (Adjacent TSO)	As defined in article 1, § 2, 2° of the Royal Decree on the eligibility criteria for indirect foreign capacity .
Aggregated Nominal Reference Power	The Nominal Reference Power of an Aggregated CMU corresponding to the sum of the Nominal Reference Power of each of its Capacities.
AMT Hour	A Day-ahead Market segment identified by the Availability Monitoring Trigger, during which the Day-ahead Market Price surpasses the AMT Price.
AMT Moment	A series of consecutive AMT Hours.

AMT Price or p_{AMT}	The ex-ante defined price level identifying AMT Hours for a Delivery Period.
Ancillary Services	As defined in article 2, § 1, 52° of the Federal Grid Code.
Announced Missing Capacity	The part of the Missing Capacity that is the minimum between the Missing Capacity and the Announced Unavailable Capacity.
Announced Unavailable Capacity	The Unavailable Capacity notified to ELIA before the period of unavailability according to §443.
Associated Delivery Point	A Delivery Point associated with an Aggregated CMU that meets the conditions for the award of a Capacity Contract for more than one Delivery Period, with the sole effect of improving its ReductionDerating Factor without affecting its Nominal Reference Power.
Associated Eligible Volume	The Reference Power of an Existing CMU or Additional CMU multiplied by the Derating Factor related to the CMU Delivery Points and Associated Delivery Points as determined during the Prequalification Process, minus the Eligible Volume of the CMU.
Associated Volume	For a Partial Declared Price, the volume the Capacity Provider is prepared to deliver with his CMU at that price as declared by him or, for the Declared Prices, the Nominal Reference Power.
Auction	As defined in article 2, 73° of the Electricity Act.
Available Capacity	The CMU's capacity that is observed/confirmed as available as a result of the Availability Monitoring Mechanism or the Availability Test. The Available Capacity can consist of both Proven Availability and Unproven Availability.
Availability Monitoring	The process to monitor whether the CMU's Available Capacity equals at least its Obligated Capacity during AMT Hours as referred to in article 7undecies, § 12, al. 3, 5° of the Electricity Act.
Availability Monitoring Mechanism	The mechanism that monitors whether the CMU's Available Capacity equals at least its Obligated Capacity during AMT Hours as referred to in article 7undecies, § 12, al. 3, 5° of the Electricity Act.
Availability Monitoring Trigger (AMT)	The trigger identifying moments relevant for adequacy during the Delivery Period, during which Availability Monitoring can apply. It occurs if the AMT Price is surpassed by the Day-ahead Market Price during at least one Day-ahead Market segment.
Availability Obligations	The obligation of a CMU to have an Available Capacity that equals at least its Obligated Capacity during AMT Hours or an Availability Test.
Availability Ratio	The ratio that expresses the day-ahead unavailability of a CMU, applied to offset this unavailability in the Payback Obligation as referred to in the Royal Decree on Methodology, article 21, § 6 and as calculated in accordance with section 12.3.1.3.
Availability Test	The test in which the CMU has to demonstrate its availability by actually delivering energy upon request of ELIA. During an Availability Test ELIA monitors whether the CMU's delivered energy equals at least its Obligated Capacity.
Balance Responsible Party (BRP)	As defined in article 2, 7° of the EBGL and listed in the register of Balance Responsible Parties.

Balancing Market	As defined in article 2, 2° of the EBGL.
Baseline	The power on which the energy volume that the CMU would have taken off is evaluated in case no Demand Side Response is activated.
Bid	The offer made by a Prequalified CRM Candidate in the Auction.
Bid Cap	The maximum Bid Price (in €/MW/year) that can be made for a Bid in the Auction.
Bid Price	The price (in €/MW/year) at which a Prequalified CRM Candidate is offering a Bid in the Auction.
BRP Source	The Balance Responsible Party of the Access Point of the Grid User.
Buyer of an Obligation	The Capacity Provider taking over the rights and obligations resulting from the Capacity Contract of a Seller of an Obligation via a transaction on the Secondary Market.
Calibrated Strike Price	The value of the Strike Price applicable at a certain moment as determined as a result of the yearly calibration process as referred to in article 7undecies § 2 of the Electricity Act.
Capacity	Power associated to a Delivery Point in accordance with article 1, §2, 4° of the Royal Decree on the determination of the Investment Thresholds and the eligibility criteria for the Investment Costs.
Capacity Category	As defined in article 2, 84° of the Electricity Act. As determined in article 7undecies § 11 of the Electricity Act, the maximal duration for which the Capacity Provider receives a remuneration is 1-year, 3-years, 8-years or 15-years.
Capacity Contract	The contract signed between a Capacity Provider and ELIA ~~following a transaction on the primary market~~ as referred to in article 7undecies § 11, al. 1 of the Electricity Act.
Capacity Contract Duration	For Transactions on the Primary Market, the number of consecutive Delivery Period(s) that the Capacity Contract covers as stipulated in the Capacity Contract. For Transactions on the Secondary Market, the Capacity Contract Duration can be defined on the basis of other elements.
Capacity Holder	As defined in article 2, 74° of the Electricity Act. In these current Functioning Rules, a Capacity Holder is a (future) Grid User, another entity a (future) Grid User has designated (or will designate) through a Grid User Declaration or a CDS User in case of a Delivery Point connected to a CDS.
Capacity Market Unit (CMU)	A Capacity (« Individual CMU ») or several associated Capacities (« Aggregated CMU») with the objective to pass through the consecutive phases of the Capacity Remuneration Mechanism ("CRM"), being the Prequalification Process, followed by a Transaction and to deliver the Service.
Capacity Provider	As defined in article 2, 75° of the Electricity Act.

Capacity Remuneration	As defined in article 2, 76° of the Electricity Act.
Capacity Remuneration Mechanism (CRM)	As defined in article 2, 71° of the Electricity Act.
CDS Market Access Point	A market access point, as defined in article 2, §1, 30° of the Federal Grid Code
CDSO Declaration	The official declaration of the concerned CDSO provided to ELIA during the Prequalification Process for (a) specific Delivery Point(s) connected to the CDS in the form set out in annexes 18.1.4.1 and 18.1.4.2.
CDS Operator (CDSO)	A natural or legal person that acts as the operator of the CDS and has signed Annex 14 of to the Access Contract with ELIA.
CDS User	The natural or legal person that injects electricity to or takes electricity off from a CDS.
CDS User Declaration	The official declaration of the CDS User provided to ELIA during the Prequalification Process, containing proof of the agreement between the CRM Candidate and the CDS User to provide the Service at one (or more) specific Delivery Point(s).
Closed Distribution System (CDS)	As defined in article 2, § 1, 3° of the Federal Grid Code. Depending on the context in which the CDS is referred to in these Functioning Rules, CDS refers to a CDS connected to the ELIA Grid or to a CDS connected to the Public Distribution Grid.
Connection Contract	As defined in article 2, § 1, 9° of the Federal Grid Code and in the relevant Regional Grid Code.
Contracted Capacity	The Capacity of a CMU associated to a Transaction on the Primary Market or on the Secondary Market.
CRM Actor	All (potential) participants to the CRM, including a Capacity Holder, CRM Candidate, Prequalified CRM Candidate, Capacity Provider, Buyer of an Obligation and Seller of an Obligation.
CRM Candidate	The Capacity Holder whose application form has been accepted by ELIA.
CRM IT Interface	The set of information systems within the control of ELIA used to perform its functions under the Functioning Rules.
CRM Required Volume	The volume that should be contracted in an Auction for a certain Delivery Period.
Daily Schedule	The imposed program of production of a CMU (expressed in MW), given on a quarter hourly basis, per part (a) of article II.4 §1 in the Terms and Conditions scheduling agent, developed by ELIA in accordance with articles 46, 49 and 52 of the SOGL and article 246 until article 252 and article 377 of the Federal Grid Code, and, provided to ELIA in day-ahead and updated according to these terms and conditions.
Data Protection Legislation	The applicable laws and regulations relating to the collection and processing of personal data, including Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to

	the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and the Act of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and its implementing decrees.
Day-ahead Market (DAM)	The energy market as referred to in article 2, 26° of Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management.
Day-ahead Market Price	As published on ELIA's website (https://www.ELIA.be/en/grid-data/transmission/day-ahead-reference-price), the Belgian reference price as calculated by ELIA as the volume weighted average price of the prices of the NEMO hubs in the Belgian bidding zone, as defined in the Belgian MNA ("Multiple NEMO Arrangement for the Belgian bidding zone").
Declared Balancing Price	The positive imbalance price optionally declared by the Capacity Provider equal to or above which he is prepared to deliver energy with his CMU in the energy market by dispatching at least its Obligated Capacity.
Declared Day-ahead Price	The value of the CMU's Reference Price declared by the Capacity Provider equal to or above which he is prepared to deliver energy with his CMU in the energy market by dispatching at least its Obligated Capacity.
Declared Eligible Volume	The Eligible Volume, as declared by the CRM Candidate, of a Virtual Capacity Market Unit which has been submitted to participate to a Specific Prequalification Process.
Declared Intraday Price	The Intraday Market price optionally declared by the Capacity Provider equal to or above which he is prepared to deliver energy with his CMU in the energy market by dispatching at least its Obligated Capacity.
Declared Market Price (DMP)	For a given AMT Hour, the Day-ahead Market Price equal to or above which the CMU delivers the Required Volume. It is a result of the (Partial) Declared Prices and Associated Volumes declared by the Capacity Provider, relative to the actual prices on the relevant markets (day-ahead, intraday and balancing) and according to section 9.4.2.3.
Declared Nominal Reference Power	The Nominal Reference Power, as declared by the CRM Candidate or by a DSO to ELIA, of an Additional Delivery Point which has been submitted to participate to a Standard Prequalification Process.
Declared Price	The collective name of the Declared Day-ahead Price, the Declared Intraday Price and the Declared Balancing Price.
Delivery Period	As defined in article 2, 77° of the Electricity Act.
Delivery Point	A delivery point, as defined in article 2, 89° of the Electricity Act.
Demand Curve	As defined in article 2, 78° of the Electricity Act and determined in the Ministerial Decree referred to in article 7undecies § 6 of the Electricity Act and in accordance with the methodology in the Royal Decree on Methodology referred to in article 7undecies § 2 of the Electricity Act.
Demand Side Response (DSR)	As defined in article 2, 66° of the Electricity Act.
Derating Factor	As defined in article 2, 83° of the Electricity Act.

Derating Factor(CMU,t)	At any time 't', Derating Factor(CMU,t) is equal to the Derating Factor contractually associated to the Transaction with status ex-ante in Annex A to the CMU's Capacity Contract with the most recent Transaction Validation Date and a Transaction Period that includes 't'. In case this concerns multiple Transactions with the same Transaction Validation Date, the Transaction with the shortest Transaction Period is used.
Detail Study (EDS)	The detail study or the study of the connection request referred to in article 160 of the Federal Grid Code, respectively in the relevant Regional Grid Code.
Direct Foreign Capacity	As defined in article 2, 86° of the Electricity Act.
DSO-CRM Candidate Agreement	The agreement between the CRM Candidate and the concerned DSO confirming the technical possibility for (a) specific Delivery Point(s) connected to the DSO Grid to offer the Service.
Effective Payback Obligation	The Payback Obligation amount related to a Transaction as calculated for a given month, in accordance with the methodology in the Royal Decree on Methodology and taking into account the Stop-Loss Amount if applicable.
Electricity Act	The Federal Electricity Act of 29 April 1999 on the organization of the Belgian electricity market, as amended from time to time: "*Wet van 29 april 1999 betreffende de organisatie van de elektriciteitsmarkt*" / "*Loi du 29 avril 1999 relative à l'organisation du marché de l'électricité*".
ELIA Grid	The transmission and local transmission grids for electricity for which ELIA has been appointed as system operator.
Eligible Direct Foreign Capacity Holder	As defined in article 1, § 2, 8° of the Royal Decree on the eligibility criteria for indirect foreign capacityies, established in accordance with article 7undecies, § 8, paragraph 1, 3° of the Electricity Act.
Eligible Indirect Foreign Capacity Holder	As defined in article 1, § 2, 7° of the Royal Decree on the eligibility criteria for indirect foreign capacities, established in accordance with article 7undecies, § 8, paragraph 1, 3° of the Electricity Act.
Eligible Volume	The Reference Power of an Existing CMU or Additional CMU multiplied by the Derating Factor as determined during the Prequalification Process.
Energy Constrained CMU	A CMU that can deliver energy or reduce its consumption for a limited number of hours per day
Exchange	A market operator in accordance with Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments as transposed into the Belgian law dated 21 November 2017 on infrastructure for markets in financial instruments and on the implementation of Directive 2014/65/EU (Mifid II Law).
Existing Capacity	The Capacity for which, at the time of Prequalification File submission, the Nominal Reference Power can be calculated based on quarter-hourly measurements.

Existing Capacity Market Unit ("Existing CMU")	A Capacity Market Unit that only includes Existing Delivery Points.
Existing Delivery Point	A Delivery Point associated to an Existing Capacity.
Expected Nominal Reference Power	The Nominal Reference Power, as estimated by the CRM Candidate, of an Existing Delivery Point which has been submitted to participate to a standard Prequalification Process.
Fast Track Nominal Reference Power	The Nominal Reference Power, as estimated by the CRM Candidate, and, if applicable, verified by ELIA, of a Delivery Point which has been submitted to participate to a Fast Track Prequalification Process.
Fast Track Prequalification Process	The process to be followed by a CRM Candidate who does not participate to the Primary Market and the Secondary Market but has the legal obligation to submit a Prequalification File according to the rules defined in the Royal Decree on the eligibility criteria related to support measures and the minimalthreshold.
Fast Track Volume	The Fast Track Nominal Reference Power multiplied by the Derating Factor as determined during the Fast Track Prequalification Process.
Federal Grid Code 2002	The royal decree of 19 december 2002 on a technical regulation for the operation of the transmission electricity grid and access to it.
Financial Security	The security provided to cover a CMU's obligations during one or more Validity Period(s) in the form of a bank guarantee, an Affiliate guarantee or a cash payment.
Forced Outage	An unplanned removal (full or partial) of a CMU providing the Service for any urgent reason that is not under the operational control of the Capacity Provider, as determined in the Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation.
Functioning Rules	The rules referred to in article 7undecies, § 12 of the Electricity Act.
Global Auction Price Cap	The price cap applicable in an Auction to all Bids, determined in the Ministerial Decree of 30 April 2021.
Grid User	As defined in article 2, §1, 57° of the Federal Grid Code for a Grid User connected to the ELIA Grid or to Public Distribution Grid.
Grid User Declaration	The official declaration of the Grid User provided to ELIA during the Prequalification Process, containing proof of the agreement between the CRM Candidate and the Grid User to provide the Service at one (or more) specific Delivery Point(s).
Headmeter	A (group of) meter(s), as defined in article 2, §1, 5° of the Federal Grid Code or in the applicable Regional Grid Code, associated with the Access Point as determined by ELIA (for the ELIA Grid),) or as determined by the DSO (for the Public Distribution Grid), or associated with the CDS Market Access Points as determined by the CDSO (for a Closed Distribution System), installed by ELIA for the ELIA Grid and, the DSO for the Public Distribution Grid and the CDSO for the Closed Distribution System.

Indexed Calibrated Strike Price	The indexed value of the Calibrated Strike Price of a Transaction applicable at a certain moment and determined by multiplying the Calibrated Strike Price by an index factor. The Indexed Calibrated Strike Price applies to all Primary Market Transactions as of the Transaction's second Delivery Period and to all Secondary Market Transactions having an index factor parameter in the Secondary Market transaction notification.
Indirect Foreign Capacity	As defined in article 2, 85° of the Electricity Act.
Infrastructure Works	The works which cannot be realized by another entity than the respective system operator (Fluxys, DSOs and ELIA).
Intermediate Price Cap	The price cap applicable in an Auction to a subset of Bids, determined in the Ministerial Decree of 30 April 2021
Intraday Market	The energy market, as referred to in article 2, 27° of Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management.
Investment Threshold	As defined in article 1, § 2, 1° of the Royal Decree on the determination of the Investment Thresholds and the eligibility criteria for the Investment Costs.
Joint Bid	The ~~bid~~Bid for the (Remaining) Associated Eligible Volume of an Aggregated CMU that disposes of Associated Delivery Points attached to the ~~bid of such CMU~~Bid for ~~its~~the (Remaining) Eligible Volume of such CMU , with the latter Bid being introduced for the purpose of obtaining a Capacity Contract for more than one Delivery Period.
Last Published Derating Factor	The latest public value of the Derating Factor for a CMU's category of Derating Factor as determined by the Ministerial Decree referred to in article 7undecies, § 4 of the Electricity Act, at the moment of notification of the Secondary Market transaction and with application to the Transaction Period in accordance with section 10.4.8.3.
Linked Bids	The two or more Bids for Linked Capacities that can only be selected in the Auction when all other Bids of the Linked Bid are selected as well.
Linked Capacities	As defined in article 1, § 2, 6° of the Royal Decree on the determination of the Investment Thresholds and the eligibility criteria for the Investment Costs.
Manual Frequency Restoration Reserve (mFRR)	Frequency Restoration Reserve (FRR), as defined in Article 3 (7) of the SOGL, that can be activated manually.
Measured Power	The net active power, i.e. the difference between gross offtake and gross injection, measured at a Delivery Point. Net offtake from the grid is considered as a positive value, net injection into the grid is considered as a negative value.
Ministerial Decision of 30 April 2021	The Ministerial Decree of 30 April 2021 on instructing the system operator to organize the auction four years prior to the period of capacity delivery starting on 1 November 2025, the parameters required for the organization of the aforementioned auction,

	the maximum volume of capacity that can be contracted with all capacity holders of unproven capacity, and on the minimum volume to be reserved for the auction to be organized one year prior to the period of capacity delivery, in accordance with article 7undecies, § 6, first paragraph of the law of 29 April 1999 on the organization of the electricity market.
Missing Capacity	The positive difference between the Obligated Capacity and the Available Capacity.
Missing Volume	The share of a CMU's Pre-delivery Obligation considered as non-available as a result of one of the pre-delivery controls.
New Build Capacity Market Unit (New Build CMU)	An Additional Capacity Market Unit for which the CRM Candidate has proceeded with the applicable commitment and waivers regarding connection capacity, if applicable according to and as described in § 93 of the Functioning Rules.
Nominal Reference Power	The maximal capacity that could be offered in the Capacity Remuneration Market, not taking into account the Derating Factor or the Opt-out Volume.
Nominated Electricity Market Operator (NEMO)	The nominated electricity market operator (NEMO) as defined in article 2.23° of Commission Regulation (EU) 2015/1222.
Non-energy Constrained CMU	A Capacity Market Unit that is not subject to the constraint of only providing energy or reducing its consumption for a limited number of hours per day.
Non-SLA Hours	All hours of an Energy Constrained CMU that are not SLA Hours.
Obligated Capacity	The capacity of a CMU that a Capacity Provider is obliged to make available in the form of Available Capacity during Availability Tests and Availability Monitoring, in line with the availability requirement, as referred to in article 7undecies, § 12, al. 2, 5° of the Electricity Act.
Operating Aid	Every aid for which its award is in function of the electricity production of the involved capacity, as specified further in article 1,§1 of the Royal Decree on the Eligibility Criteria related to the support measures and minimum threshold.
Opt-out Volume	The (part of) the (Declared) Nominal Reference Power of a CMU for which the CRM Candidate formally indicates prior to the Auction that he is not willing to offer it in the Auction as referred to in article 7undecies, § 9 of the Electricity Act.
Opt-out Notification	The notification based on which a CRM Candidate notifies ELIA that it has decided not to offer the Opt-out Volume into an Auction for a Delivery Period, in line with article 7undecies, § 9 of the Electricity Act.
Partial Declared Balancing Price	The positive imbalance price optionally declared by the Capacity Provider equal to or above which he is is prepared to deliver energy in the energy market with his CMU in the energy market by dispatching a part of its Obligated Capacity.
Partial Declared Day-ahead Price	The value of the CMU's Reference Price optionally declared by the Capacity Provider equal to or above which he is is prepared to deliver energy in the energy market with his CMU in the energy market by dispatching a part of its Obligated Capacity.

Partial Declared Intraday Price	The Intraday Market price optionally declared by the Capacity Provider equal to or above which he is is prepared to deliver energy in the energy market with his CMU in the energy market by dispatching a part of its Obligated Capacity.
Partial Declared Price	The collective name of the Partial Declared Day-ahead Price, the Partial Declared Balancing Price and the Partial Declared Intraday Price.
Parties on the Secondary Market	Collective name for the Seller and Buyer of an Obligation involved in a single transaction on the Secondary Market
Passive Volume	The component of the Available Capacity measured as the part of a CMU without Daily Schedule that did not react to a market price signal in accordance with its (Partial) Declared Prices, determined according to section 9.4.3.2.3.2.
Pay-as-bid	As defined in article 2, 91° of the Electricity Act.
Payback Obligation	The Capacity Provider's obligation to pay back an amount to ELIA in function of the Contracted Capacity as referred to in article 7undecies § 11 of the Electricity Act.
Peak Hours	The hours starting from 08.00 until 20:00 of every day, excluding weekend and Belgian public holidays.
Permitting Milestone	A key milestone that is reached when all necessary licenses/permits for the construction of the project have been obtained, delivered in the last administrative instance, be definitive, enforceable and cannot be disputed anymore before the State Council or the Council for permitting contestations.
Pmax available (Pmax)	The maximum power (in MW) that the Delivery Point can inject into (or take off) the ELIA Grid for a certain quarter-hour, taking into account all technical, operational, meteorological or other restrictions known at the time of notification to ELIA with the Daily Schedule, without taking into account any participation of the Delivery Point in the provision of balancing services.
Point of Interface	As defined in article 2, §1, 33° of the Federal Grid Code.
Pre-auction	As defined in article 1, § 2, 4° of the Royal Decree on the eligibility criteria for indirect foreign capacities.
Pre-delivery Measured Power	The capacity measured during a pre-delivery control and associated to an Existing Delivery Point or Existing CMU.
Pre-delivery Obligation	The capacity of a CMU that a Capacity Provider is obliged to make available during a pre-delivery control.
Pre-delivery Period	The period during which pre-delivery control(s) are organized by ELIA for a CMU to ensure the effective availability of the Contracted Capacities related to the CMU before the Delivery Period containing the start date of the Transaction Period associated to the CMU.
Prequalification File	All documents and data that the CRM Candidate has prepared, updated (when required) and provided to ELIA and which are necessary for the proper and complete execution of the Prequalification Process.
Prequalification Process	As defined in article 2, 82° of the Electricity Act. Notwithstanding the foregoing, as the participation to the Secondary Market is subject also, for reasons of non-discrimination,

	to a prequalification, the Prequalification Process will also apply to determine the possibility for Capacity Holders to participate in the Secondary Market.
Prequalified Capacity Market Unit (Prequalified CMU)	A Capacity Market Unit which has succeeded the Standard Prequalification Process or a Virtual Capacity Market Unit which has succeeded the specific Prequalification Process.
Prequalified CRM Candidate	The Capacity Holder that is allowed to participate in the Primary Market or the Secondary Market thanks to the prequalification of one or several Capacity Market Unit(s).
Primary Market	The market where the rights and obligations resulting from the Service are created as a result of an Auction and the signing of a Capacity Contract.
Project Works	The works that fall – as a result of a competitive selection process – under a system operator (ELIA, Fluxys or a DSO) or another entity's responsibility.
Proven Availability	The Active Volume for a CMU without Daily Schedule. The Pmax Available for (i) a Non-energy Constrained CMU with Daily Schedule or (ii) an Energy Constrained CMU with Daily Schedule within its SLA Hours. The Measured Power for an Energy Constrained CMU with Daily Schedule outside of its SLA Hours.
Public Distribution Grid or "DSO Grid"	As defined in article 2, 49° of the Federal Grid Code, with, for the purpose of these Functioning Rules, the exception of the local transmission grid. For a Public Distribution Grid located in Flanders, this is the electricity distribution network, as defined in article 1.1.3, 32° of the Flemish Energy Act (the Regional Act containing the general provisions on energy policy of 8 May 2009), in Wallonia, this is the distribution network, as defined in article 2, 17° of the Walloon Act on the organization of the regional electricity market of 1 April 2001, and in Brussels, this is the distribution network, as defined in article 2, 12° of the Ordinance on the organization of the electricity market in the Brussels Capital Region of 19 July 2001.
Public Distribution System Operator or "DSO"	A natural personal or legal entity appointed by the designated regional regulator or regional authority, who is responsible for the exploitation, the maintenance and, if necessary, the development of the Public Distribution Grid in a certain zone and, where applicable, for its interconnectors with other systems and who is responsible of guaranteeing the long-term ability of the Public Distribution Grid to meet reasonable demands for electricity distribution.
Redispatching Services	As defined in article 248 and 249, § 6 of the Federal Grid Code.
Reference Power	The Nominal Reference Power of a CMU minus the Opt-out Volume (if applicable).
Reference Price	As defined in article 2, 81° of the Electricity Act.
Regional Grid Code(s)	One of the following regional technical regulations: • the technical regulation for local transmission of electricity of 29 May 2020; • the technical regulation for distribution of electricity of 20 September 2019; • the decree of the Walloon ~~Governement~~Government of 26 January 2012 in relation to the revision of the technical

	regulation for the operation of the local transmission grid in the Walloon Region and the access to it; • the decree of the Walloon Government of 3 March 2011 approving the technical regulation for the operation of the electricity distribution grid in the Walloon Region and the access to it; • the decree of the ~~Governement~~Government of the Brussels Capital Region of 13 July 2006 approving the technical regulation for the operation of the regional electricity transmission grid and the access to it; • the decree of the ~~Governement~~Government of the Brussels Capital Region of 23 May 2014 establishing the technical regulation for the operation of the electricity distribution grid and the access to it; All of them as amended from time to time.
Regulation (EU) 2019/943	As defined in article 2, 88° of the Electricity Act.
Remaining Associated Eligible Volume	The maximum additional capacity of a Transaction on the Primary Market because of the Associated Delivery Points that are part of the CMU that a Capacity Provider can contract.
Remaining Eligible Volume	The maximum capacity of a Transaction on the Primary Market that the Capacity Provider can contract.
Remaining Maximum Capacity	The part of the CMU's Nominal Reference Power (in MW) that remains available after consideration of the Unavailable Capacity.
Requested Volume	The volume (in MW) to be secured by a valid type of Financial Security, associated to a CMU and at a moment t that is part of (one or more) Validity Periods.
Required Level	The level (in €/MW) to be secured by a valid type of Financial Security, associated to a CMU and at a moment t that is part of (one or more) Validity Periods.
Required Volume	For a specific AMT hour, the volume the CMU is required to deliver in energy, according to the most recent Declared Prices and determined according to section 9.4.2.3.2.
Royal Decree on Monitoring	The Royal Decree on the determination of the detailed monitoring rules for the proper functioning of the capacity remuneration mechanism by the Commission for Electricity and Gas Regulation established in accordance with article 7undecies, § 13 of the Electricity Act~~.~~ and published on May 30th 2021.
Royal Decree on the eligibility criteria for indirect foreign capacity	The Royal Decree on the determination of the eligibility criteria meant in article 7 undecies, § 8, first paragraph, 3° of the law of 29 April 1999 on the organization of the electricity market, related to the conditions and modalities under which capacity holders of indirect foreign capacity can participate to the prequalification process of the capacity remuneration mechanism.
Royal Decree on the Eligibility Criteria for the eligibility criteria	The Royal Decree on the determination of the eligibility criteria meant in article 7 undecies, § 8, paragraph 1, 1° and 2° of the law of 29 April 1999 on the organization of the electricity market, related to the conditions under which capacity holders who benefit or have benefited from support measures have the right to participate to the prequalification procedure and related to

related to the support measures and minimum threshold	the minimum threshold in MW.—, published on May 31st 2021.
Royal Decree on the determination of the Investment Thresholds and the eligibility criteria for the Investment Costs	The Royal Decree on the determination of the the Investment Thresholds and the eligibility criteria for the Investment Costs, and the procedure of classification, established in accordance with article 7undecies, § 9 of the Electricity Act., published on June 11th 2021.
Royal Decree on Methodology	The Royal Decree of 28 April 2021 establishing the parameters by which the volume of capacity to be procured is determined, including their calculation method, and other parameters required for the organization of the auctions, as well as the method and conditions for obtaining individual derogations on the application of intermediate price cap(s) in the context of the capacity remuneration mechanism, hereafter Royal Decree on Methodology. This Royal Decree determines the methodology for calculation of the CRM Required Volume and the parameters needed for the organization of the Auctions in the context of the Capacity Remuneration Mechanism, established in accordance with article 7undecies, § 2 of the Electricity Act.
Secured Amount	The amount (in €) to be secured by a valid type of Financial Security, associated to a CMU and at a moment t that is part of (one or more) Pre-deliveryValidity Periods.
Secondary Market	As defined in article 2, 92° of the Electricity Act.
Secondary Market Capacity	The capacity in MW that is subject to a Transaction on the Secondary Market.
Secondary Market Eligible Volume	The capacity that a CRM Candidate can contract for a CMU's Transaction on the Secondary Market, as calculated after the Prequalification Process, not taking into account already Contracted Capacities.
Secondary Market Exchange Mandate	The mandate given by a Prequalified CRM Candidate or a Capacity Provider to an Exchange for the notification of a Secondary Market transaction involving his CMU to Elia. The mandate consists in the form in annex 18.3.1 duly completed and signed.
Secondary Market Remaining Eligible Volume	The maximum capacity that a Capacity Provider can contract for a CMU's Transaction on the Secondary Market.
Seller of an Obligation	The Capacity Provider that transfers the rights and obligations resulting from the Capacity Contract to a Buyer of an Obligation via a transaction on the Secondary Market.
Service	The Capacity Provider's rights and obligations related to the delivery of a Capacity, as stipulated in the Functioning Rules and in the Capacity Contract.

Service Level Agreement (SLA)	The service level for an Energy Constrained CMU as determined during the Prequalification Process.
Service Time Schedule	The time schedule covering the full CRM process as determined in the currentFunctioning Rules.
SLA Hour	For an Energy-Constrained CMU, up to N AMT Hours over one day where N corresponds to the number of hours in the CMU's SLA, for which a non-zero Obligated Capacity applies to ex-ante acquired obligations. The SLA Hours are established according to §499 and 501.
Specific Prequalification Process	The process to be followed by a CRM Candidate to prequalify a VCMU (Unproven Capacity) to participate to the Primary Market with this related VCMU.
Standard Prequalification Process	The process to be followed by a CRM Candidate who wants to prequalify an Existing CMU or an Additional CMU to be able participate to the CRM with this related CMU.
Stop-Loss	The mechanism that caps the amount of the Payback Obligation that a Capacity Provider has to pay as stipulated in the Capacity Contract.
Stop-Loss Amount	The maximum amount of the Payback Obligation related to a CMU's Transaction that a Capacity Provider has to pay to ELIA as determined for a Delivery Period.
Strike Price	As defined in article 2, 80° of the Electricity Act.
Submeter	Either a meter, as defined in article 2, §1, 5° of the Federal Grid Code or in the applicable Regional Grid Code, situated downstream of the Headmeter; or, an equation between one or more meter(s) situated downstream of the Headmeter and/or the Headmeter.
Total Contracted Capacity	The sum of all Contracted Capacities for a CMU at a specific moment during a Delivery Period.
Transaction	An agreement about the contractual rights and obligations resulting from the Service, closed in the form of a Capacity Contract between a Capacity Provider and ELIA, in the Primary Market or the Secondary Market at a Transaction Date, identified by a transaction identification number, for the Contracted Capacity and covering a Transaction Period.
Transaction Date	The date and time a Transaction is made, i.e. the date and time that a Bid is submitted in the Auction for a Transaction on the Primary Market and the date and time that ELIA acknowledges the reception of the notification of a Secondary Market transaction.
Transaction Period	The period linked to a Transaction, defined by a start date/start time and end date/end time, during which the rights and obligations related to the Delivery Period(s) apply, which arise from a Capacity Contract.
Transaction Validation Date	For a Transaction on the Primary Market, the date and time at which the results of the related Auction are published (after validation by the CREG).

	For a Transaction on the Secondary Market, the date and time stamp of the approval of the transaction by ELIA plus five Working Days (in case no irregularities are notified to ELIA by the receipt of an ad hoc report within five Working Days after approval), or the date and time stamp of the approval of the transaction by ELIA plus ten Working Days (in case irregularities are notified to ELIA by the receipt of an ad hoc report within five Working Days after approval, according to article 9 in the Royal Decree on Monitoring, and CREG does not request a cancellation of the transaction).
Unannounced Missing Capacity	For the purpose of the determination of the Unavailability Penalty, the amount of Missing Capacity that was not or not sufficiently in advance (according to §443) notified by the Capacity Provider to be Unavailable.
Unavailability Penalty	The amount to be paid by the Capacity Provider in case of Missing Capacity.
Unavailable Capacity	The share of the CMU's capacity which is or will be unavailable during a period notified to ELIA by the Capacity Provider.
Unproven Availability	(i) For a CMU without Daily Schedule, the Available Capacity during the AMT Hours with no Payback Obligation and the Declared Day-ahead Price was not surpassed or (ii) For a CMU without Daily Schedule, the Passive Volume during AMT Hours with a Payback Obligation.
Unproven Capacity	As defined in article 2, §1, 90° of the Electricity Act.
Unsheddable Margin	The minimal amount of net active power offtake (in kW/MW) that cannot be curtailed (inflexible or unsheddable power) at the Delivery Point(s) concerned.
Validity Period	The period of time for which a valid type of Financial Security is to be provided by a (Prequalified) CRM Candidate or a Capacity Provider, as a condition to make a Transaction on the Primary Market or the Secondary Market.
Virtual Capacity Market Unit (VCMU)	A Capacity Market Unit associated to Unproven Capacity.
Winter Period	As defined in article 2, 51° of the Electricity Act.
Working Day	Any calendar day except for Saturday, Sunday and Belgian public holidays.

3.2 ABBREVIATIONS

AMT	Availability Monitoring Trigger
BRP	Balancing Responsible Party
CC	Contracted Capacity

CDS	Closed Distribution System
CDSO	Closed Distribution System Operator
CEP	Clean Energy Package
CMU	Capacity Market Unit
CRM	Capacity Remuneration Mechanism
DAM	Day-ahead Market
DF	Derating Factor
DMP	Declared Market Price
DP	Delivery Period
DSR	Demand Side Response
DSO	Public Distribution System Operator
DSO Grid	Public Distribution Grid
EBGL	Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing.
EDS	Detail Study
EV	Eligible Volume
GCT	Gate Closure Time
GOT	Gate Open Time
IDM	IntraDay Market
NEMO	Nominated Electricity Market Operator
NRP	Nominal Reference Power
RES	Renewable Energy Sources
SLA	Service Level Agreement
SOGL	Commission Regulation (EU) 2017/1485 establishing a guideline on electricity transmission system operation.
TCC	Total Contracted Capacity

TP	Transaction Period
TSO[3]	Transmission System Operator
VCMU	Virtual Capacity Market Unit
Y-1	One year before the start of the Delivery Period
Y-4	Four years before the start of the Delivery Period
WD	Working Day

[3] Elia Transmission Belgium SA has been designated as Transmission System Operator by Ministerial Decree of 13 January 2020 for a duration of twenty years, starting from 31 December 2019. Given the political choice behind the financing of the CRM expressed by the resolution DOC 55 1220/007 approved by the Parliament, which constitutes the workbase for the follow up committee, The Transmission System Operator has been put forward as the contractual countrerparty designated according to article 7quaterdecies, § 1 of the Electricity Act.

4 SERVICE TIME SCHEDULE

4.1 INTRODUCTION

This section summarizes most relevant milestones and operational deadlines or timings a CRM Actor should keep in mind when considering a participation to the Service.

~~It~~The chapter is organized around two sections. Section ~~4.2~~4.2 focuses on the key milestones specified in the Electricity Act and/or other legal documents related to the Capacity Remuneration Mechanism. Section ~~4.3~~4.3 proposes an overview of the most relevant timings for each CRM operational process.

The following dispositions have to be seen as an executive summary. It does not replace ~~(nor propose an exhaustive overview)~~ the operational details and associated timings specified in each section of the Functioning Rules. The timings summarized in the tables of this chapter are not exhaustive (as some scenarios are not identified in this section). In case there would be inconsistencies on the timings illustrated in this chapter compared to the other chapters of the Functioning Rules (including the annexes), the timings stated in the other chapters would prevail.

4.2 KEY MILESTONES

48.62. The dates summarized below are extracted from the Electricity Act and other legal documents related to the Capacity Remuneration Mechanism (CRM).

PERIODS	Gate opening time	Gate closure time	Remarks in respect of the forthcoming Auction
MINISTERIAL DECREE	**NA**	**March 31, Y-4/Y-1**	Last date where Ministerial Decree on Calibration is officially published.
FUNCTIONING RULES PUBLICATION	**NA**	**May 15, Y-4/Y-1**	Last date where Functioning Rules for a related Auction are officially published.
PREQUALIFICATION PROCESS[4]			

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[4] A Prequalification File can be introduced at any time, but no later than June 15 of the year of the forthcoming Auction. However and considering the yearly update of the Functioning Rules published every May 15, any Prequalification File initiated before such date, and to be submitted for the forthcoming Auction, is required to be updated for compliancy before June 15

Prequalification File submission		June 15, Y-4/Y-1	Last date by which the CRM Candidate may submit his Prequalification File in order to be able to participate to the forthcoming Auction.
Prequalification results notification		September 15[5], Y-4/Y-1	Last date by which the prequalification results are officially notified by ELIA to each CRM Candidate individually.
Opt-out Notification submission/adaptation		September 30 ~~9~~17:00 – 5 WD , Y-4/Y-1	Last day by which a CRM Candidate is allowed to provide (or to adapt) an Opt-out Notification to ELIA.

AUCTION			
Bid submission	1 WD after September 15 9:00 , Y-4/Y-1	September 30 17:00 , Y-4/Y-1	Period during which Bids may be introduced by Prequalified CRM Candidates.
Auction clearing	October 1, Y-4/Y-1	October 31, Y-4/Y-1	Period during which the Auction is cleared and results are validated.

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[5] In the event that the CRM Candidate submitted an investment file to CREG, the prequalification results are notified to the CRM Candidate on September 1, Y-4/Y-1.

~~14/05/21~~ 01/02/22 Proposal of Functioning Rules of the Capacity Remuneration Mechanism ~~established~~ by ~~the CREG~~ELIA

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Results notification	NA	October 31, Y-4/Y-1	Date by which Auction results are published.

PRE-DELIVERY PERIOD	**November 1, Y-4/Y-1**	**October 31, Y**

DELIVERY PERIOD	**November 1, Y**	**October 31, Y+1**

14/05/21 ————————————————————————————01/02/22 Proposal of Functioning Rules of the Capacity Remuneration Mechanism established by the CREGELIA

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4.3 TIMINGS PER OPERATIONAL PROCESS

49.63. This section summarizes the most important milestones per operational process (Prequalification Process, Opt-out Notification, processes for DSO-connected Capacities, processes for CDS-connected Capacities, Financial Security process, Auction process, pre-delivery control, Secondary Market and Availability Monitoring). For the sake of efficiency, Working Day is referred to hereafter as 'WD'. The deadlines linked to the Financial Security procedures (chapter 11) are also integrated to each concerned operational process.

The specified timings always refer to a maximum duration expressed in Working Days. For the sake of clarity, ELIA will always make best efforts to reduce the timings foreseen in the tables in order to respect the deadlines defined in section 4.2 above.

In the tables below:

- "A" is the notificationsubmission date of the prequalification results to Prequalification File by the CRM Candidate byto ELIA;

- "B" is the publication of the Auction results by ELIA;

- "C" is Transaction Date related to a Transaction made via the Secondary Market;

- "D" is the Availability Test/delivery date.;

- "E" is the Financial Security submission.

4.3.1 Prequalification Processes

50.64. Some specific aspects of a Prequalification Process may be running in parallel depending on various parameters related to the CRM Candidate (Opt-out Notification, communication with CREG when a multi-year Capacity Contract is requested, discussion with DSO regarding the DSO-connected Delivery Points, discussion with CDSO regarding the CDS-connected Delivery Points, etc.). Some of these parallel processes are illustrated in the tables below (tables of sections 4.3.1.1, 4.3.1.2 and 4.3.1.3).

Action	Due Date				Details	
	Standard Prequalification Process & Fast Track Prequalification Process		**Specific Prequalification Process**		~~**Fast Track Prequalification Process**~~	
	~~If only Existing Delivery Points OR with both Existing and Additional Delivery Points~~	~~If only Additional Delivery Points~~				
Application form submission date	A – ~~75~~5 WD	A – ~~50~~5 WD	~~A – 40 WD~~	~~A – 50 WD~~	The CRM Candidate submits to ELIA his application form in order to be allowed to submit a Prequalification File.	
Approval/rejection of application form	A ~~– 70 WD~~	A ~~– 45 WD~~	~~A – 35 WD~~	~~A – 45 WD~~	Once the CRM Candidate has submitted his application form, ELIA has 5 WD to ~~accept~~approve or reject it.	
Prequalification File submission date[6] ~~including the submission of a Financial Security (if applicable)~~	A ~~– 70 WD~~	A ~~– 45 WD~~	~~A – 35 WD~~	~~A – 45 WD~~	In order to launch the Prequalification Process, the CRM Candidate submits his Prequalification File ~~(including his Financial Security (if applicable))~~ via the CRM IT Interface.	
Results of the Prequalification File	A ~~– 50~~+ 45 WD	A ~~– 25~~+ 45 WD	~~A – 15~~	~~A – 25~~	The first Prequalification File submission is followed by a compliance check realized by ELIA within maximum ~~20~~45 WD	

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[6] Either way, a Prequalification File is always submitted to ELIA at the latest on June 15 of a year (as per section ~~4.2~~4.2 above) in order to be able to participate to the forthcoming Auction of the same year.

compliance-check#1			~~WD~~	~~WD~~	starting from the Prequalification File submission date. This may trigger a request for additional information in case the Prequalification File is "rejected".
Finalization of the Prequalification File	A ~~40~~+ 60 WD	A ~~15~~+ 60 WD	~~A – 5 WD~~	~~A – 15 WD~~	In the event that ELIA requests for additional information, the CRM Candidate needs to come back to ELIA with this additional information within maximum ~~10~~15 WD starting from ELIA's request.
Results of the Prequalification File compliance-check#2	A ~~35~~+ 70 WD	A ~~10~~+ 70 WD	~~A~~	~~A – 10 WD~~	Once the Prequalification File has been finalized by the CRM Candidate and submitted again via the CRM IT Interface, ELIA has ~~5~~10 WD to do a new compliance check to verify that the Prequalification File submitted can be "approved" or not.
Notification of the provisional Nominal Reference Power for ~~each~~the Existing Delivery Point(s), if applicable	A ~~25~~+ 45 WD	NA	~~NA~~	~~NA~~	~~Once the Prequalification File is "approved",~~ ELIA ~~determines~~may determine the provisional Nominal Reference Power for ~~each~~some Existing Delivery Point and communicates it via the CRM IT Interface to the CRM Candidate within 45 WD starting from the Prequalification File submission date.
Contestation of the provisional Nominal Reference Power(s~~)~~), if applicable	A ~~20~~+ 50 WD	NA	~~NA~~	~~NA~~	If needed, the CRM Candidate can contest the provisional Nominal Reference Power(s) communicated by ELIA within 5 WD starting from the date of this communication via the CRM IT Interface.
New prequalification test	A ~~15~~+ 55 WD	NA	~~NA~~	~~NA~~	As part of his contestation, the CRM Candidate ~~communicates~~may communicate one or more Prequalification test date(s). This (these) ~~tests~~test(s) take(s) place within 10 WD starting from the provisional Nominal Reference Power(s) communication by ELIA.

				NA	NA	
Notification of the final Nominal Reference Power for ~~each~~the Existing Delivery Point(s), if applicable	A ~~– 10~~+ 70 WD	NA				~~Following the new prequalification test(s),~~ ELIA ~~determines~~notifies the final Nominal Reference Power for each ~~concerned Existing~~ Delivery Point ~~and notifies it~~included in the CMU to the CRM Candidate within 70 WD starting from the Prequalification File submission date.
~~Adaptation of the Financial Security~~	~~A + 10 WD~~	~~NA~~		~~NA~~	~~NA~~	~~If the calculation of the sum of all the final Nominal Reference Powers leads to an Eligible Volume that is 10% higher than the Requested Volume at the Prequalification File submission date, an additional Financial Security is to be provided by the CRM Candidate within maximum 20 WD[7] starting from the notification of the final Nominal Reference Powers by ELIA.~~

~~[7] But at the latest ten Working Days before the final Bid submission date.~~

Prequalification results notification	A + 70 WD	A + 70 WD	ELIA notifies the results and therefore ~~the~~ different volumes (Eligible Volumes, Secondary Market Eligible Volume, Fast Track Volume~~), etc.)~~ to the CRM Candidate within 70 WD starting from the Prequalification ~~Process of the CRM Candidate.~~File submission date..
~~Release of the Financial Security in case of "rejected" Prequalification File~~	~~A + 20 WD~~	~~A + 20 WD~~	~~NA~~
			~~In case the Prequalification File of the CRM Candidate is rejected after the compliance check #2, the procedure for release of the Financial Security applies.~~

4.3.1.1 Opt-out Notifications

~~51.~~65.   All the deadlines presented in this table are complementary to the timings presented in the tables above and below for any Prequalification Process.

Action	Due ~~date~~Date				Details	
	Standard Prequalification Process & Fast Track Prequalification Process		**Specific Prequalification Process**	~~**Fast Track Prequalification Process**~~		
	~~**If only Existing Delivery Points OR with both Existing and Additional Delivery Points**~~	~~**If only Additional Delivery Points**~~				
Opt-out Notification submitted within the Prequalification File	A – 70 WD	~~A – 45 WD~~	NA	~~A – 45 WD~~	As part of his Prequalification File submission, the CRM Candidate may declare an Opt-out Volume.	
~~Determination of the final Nominal Reference Power(s)~~	~~A – 10 WD~~	~~NA~~	~~NA~~	~~NA~~	~~Communication of all the final Nominal Reference Powers to the CRM Candidate (as per the table above).~~	
~~Modification of the Opt-out Notification~~	~~A – 5 WD~~	~~NA~~	~~NA~~	~~NA~~	~~After the communication of all the final Nominal Reference Powers, the CRM Candidate may adapt his Opt-out Notification as part of the Prequalification File until 5 WD after the notification of the final Nominal Reference Powers.~~	

		A		A	
Prequalification results notification #1	A + 70 WD		NA		As stated in the table above, ELIA notifies the results of the Prequalification Process to the CRM Candidate.
Modification of the Opt-out Notification	September 30 17:00 – 5 WD	September 30	NA	September 30	After the notification of the Prequalification results by ELIA to the Prequalified CRM Candidate, the latter may modify his Opt-Out Notification within a timeframe ofuntil 5 WD after September 15before the Bid submission deadline.
Prequalification results notification #2	September 30 Notification of the Opt-out Notification adaptation + 1 WD	September 30 + 1 WD	NA	September 30 +1 WD	AsIn case of adaptation of the Opt-out Volume has been adaptedNotification, ELIA restarts the volumes determination process and communicates the new results notifies to the CRM Candidate the prequalification results adapted accordingly within a timeframe of 21 WD starting from the communication toreception by ELIA of the newthis adapted Opt-out Notification.

4.3.1.2 Process linked to a Prequalification File including DSO-connected Delivery Point(s)

~~52.~~66. This process running in parallel is only applicable in the framework of a Standard Prequalification Process~~.~~ or a Fast Track Prequalification Process. All the deadlines presented in this table are complementary to the timing presented above for the Standard Prequalification Process~~.~~ and the Fast Track Prequalification Process.

Action	Due ~~Date~~date				Details
	If only Existing Delivery Points		**If both Existing and Additional Delivery Points**	**If only Additional Delivery Points**	
	When using the 1st method and/or the 3rd method to determine the provisional NRP of the Existing Delivery Point(s)If CMU subject to an investment file	**When using the 2nd method to determine the provisional NRP of the Existing CMUIf CMU NOT subject to an investment file**			
Communication of the Delivery Point's ID by the CRM Candidate to the concerned DSO(s)	A— 70 WD	A— 70 WD	~~A 70 WD~~	~~A 45 WD~~	Before launching the processes with a DSO, the CRM Candidate needs to first access the CRM IT Interface to get the ID of the DSO-connected Delivery Point(s). Then, he will communicate this(these) ID(s) to the concerned DSO(s). ~~The purpose is to guarantee a single reference to be used in communication between the CRM Candidate, ELIA and the DSO.~~

			A 70 WD	A 45 WD	
Notification of the Prequalification File submission by ELIA	A 70 WD	A 70 WD			As soon as a Prequalification File, including DSO-connected Delivery Point(s), has been submitted by the CRM Candidate to ELIA, ELIA notifies it to the DSO.
Signature of the DSO-CRM Candidate agreement	A 25 WD	A 10 WD	A 25 WD	A 10 WD	The CRM Candidate contacts the concerned DSO(s) to sign a DSO-CRM Candidate agreement for each DSO-connected-Delivery Point.
Check of the metering requirements	A 25+ 45 WD	A 10+ 60 WD	A 25 WD	A 10 WD	The DSO(s) check(s) the metering requirements before ~~signing a DSO-CRM Candidate agreement~~communicating the Nominal Reference Power to ELIA for the DSO-connected-Delivery Point(s) participating to the Service. This includes the verification of the combinability rules as detailed in section ~~5.2.2.1.~~5.2.3.1.
Communication by the concerned DSO(s) to ELIA of the final Nominal Reference Power ~~for each Existing DSO-connected Delivery Point~~	A 25+ 45 WD	A 10+ 60 WD	A 25 WD	A 10 WD	As soon as the CRM Candidate agrees with the concerned DSO(s) on the Nominal Reference Power for each DSO-connected- Delivery Point participating to the Service, the DSO(s) communicate(s) the related Nominal Reference Power(s) to ELIA.

4.3.1.3 Process linked to a Prequalification File including CDS-connected Delivery Point(s) (if CDS is connected to TSO grid)

~~53.~~67.　All the deadlines presented in this table are complementary to the timings presented in the tables above and below for the Standard Prequalification Process~~, the Specific Prequalification Process~~ and the Fast Track Prequalification Process.

Action	Due date			Details
~~Action~~	**Standard Prequalification Process**			~~Details~~
	If ~~only~~the CDS point is an Existing Delivery ~~Points OR With both Existing and Additional Delivery Points~~Point	**If ~~only~~the CDS point is an Additional Delivery ~~Points~~Point**	**Fast-track Prequalification Process**	
CDSO Declaration submission by the CRM Candidate	A ~~70~~ WD	A ~~45~~ WD	A ~~45~~ WD	As part of the Prequalification File, the CRM Candidate provides a CDSO Declaration to ELIA for ~~each~~the CDS-connected Delivery Point when the CDS is connected to the TSO.
CDS User Declaration submission by the CRM Candidate	A ~~70~~ WD	A ~~45~~ WD	NA	In case the CRM Candidate is not the CDS User, a CDS User Declaration is submitted as part of the Prequalification File for ~~each concerned~~the CDS-connected Delivery Point.
~~Signature and submission~~Submission of the cooperation agreement~~, signed~~ by the CDSO	A ~~45~~+25 WD	NA	NA	~~For Existing Delivery Points, a~~A cooperation agreement ~~(covering the data exchanges between the CDSO and ELIA)~~ is to be signed by ELIA and the CDSO before the Nominal Reference Power ~~can be~~is determined. ~~The~~This cooperation agreement

				is ~~therefore signed by the CDSO and is~~ provided to ELIA ~~by e-mail~~ within 25 WD starting from the submission date of the Prequalification File~~;~~.
Submission~~Signature and submission~~ of the cooperation agreement by ELIA	A ~~–~~+ 35 WD	~~September 15 + 10 WD~~NA	NA	From the moment, ELIA receives the cooperation agreement from the CDSO, ELIA signs it and provides it back to the CDSO ~~via email~~ within 10 WD starting from the receipt by ELIA.

4.3.2 Financial Security

Actions	Due Date		Details
	Primary Market	**Secondary Market**	
Financial Security submission	E (September 1st)	E (Notification of the transaction on the Secondary Market)	To be able to access the Auction with his CMU or to validate a Transaction on the Secondary Market and if relevant (cf. section 11.2.1.2), the CRM Actor must submit a Financial Security to ELIA.
Financial Security approval/rejection	E + 15 WD	E +15 WD	From the moment a Financial Security is received from the CRM Actor, ELIA has 15 WD to come back to the CRM Actor to approve or reject the Financial Security.

4.3.24.3.3 Auction & pre-delivery control

Actions	Due Date	Details
Results notification of the Auction issued to each bidder individually	B	ELIA notifies individually to each Prequalified CRM Candidate the results of the Auction.
Signature of the Capacity Contract	B + 40 WD	Within a time window of 40 WD after the notification of the Auction results, the Prequalified CRM Candidate signs his Capacity Contract with ELIA.
Signature of the Capacity Contract in the event of signature of a Connection Contract	Notification of the Connection Contract + 20 WD	In the event of the signature of a Connection Contract: after the notification of the results of the Auction and at the latest 20 WD after the signature of the Connection Contract (according to the timing required in the applicable technical regulation), the Prequalified CRM Candidate signs his Capacity Contract with ELIA.
~~(Partial) Financial Security release~~	~~B + 20 WD~~	~~Within a timeframe of 20 WD starting from the notification of the Auction results, ELIA releases (a part of) the Capacity Provider's Financial Security, if applicable.~~

4.3.34.3.4 Secondary Market

Actions	Due Date		Details
	Bilateral Secondary Market transaction	**Secondary Market transaction via an Exchange**	
Notification of a Secondary Market transaction	C – 6 WD	C – 1 WD	The Buyer of an Obligation and the Seller of an Obligation notify ELIA via the CRM IT Interface the Secondary Market transaction they concluded. This Secondary Market transaction can also be notified by an Exchange which receives a mandate from both the Buyer and the Seller of an Obligation. The Buyer of an Obligation provides a Financial Security as pre-condition for the transaction to take place (if applicable).
Notification, as a matching confirmation, of the other actor involved in the Secondary Market transaction	C – 1 WD	NA	As soon as either the Buyer or the Seller of an Obligation notifies his intention to realize a transaction on the Secondary Market with the necessary information, the other party must confirm this transaction to ELIA within 5 WD before notification acknowledgement. This is not applicable to an exchange which has received a mandate from both parties prior notification.
Acknowledgement of reception of the notification including the signature of a Capacity Contract	C		Maximum 1 WD after ELIA is notified by both the Buyer and the Seller of an Obligation, ELIA acknowledges reception of the notification. The acknowledgment timing defines the Transaction Date
Approval/rejection of the Secondary Market transaction notification	C + 5 WD		Within a time frame of 5 WD after notification acknowledgement, ELIA notifies the approval or rejection of the Secondary Market transaction.

Transaction Validation Date	C + 10 WD or C + 15 WD	As soon as the Secondary Market transaction is approved by ELIA, ELIA receives a possible ad hoc report in case of suspicion of irregularity of the transaction on the Secondary Market within 5 WD after approval of the transaction by ELIA. In the absence of such ad hoc report within 5 WD, or if, within 10 WD after the approval of the transaction on the Secondary Market by ELIA, the CREG does not request Elia to cancel the transaction on the Secondary Market, ELIA modifies the Contracted Capacity of the Transaction of the Seller of an Obligation accordingly.

A new Transaction for the Buyer of an Obligation is created according to the Secondary Market transaction and follows the modification of the ransaction for the Seller of an Obligation. A new Capacity Contract is signed if required.

If, on the contrary, the CREG asks ELIA to cancel the transaction, ELIA changes the status of the transaction on the Secondary Market to 'rejected' (and cancels the transaction). |
| ~~Release of Financial Security in case of rejection of the Secondary Market transaction~~ | ~~C + 20 WD~~ | ~~If the Secondary Market transaction is cancelled by ELIA, the Financial Security of the Buyer of an Obligation is released within 20 WD after acknowledgement of reception of this notification (if applicable).~~ |

4.3.44.3.5 Availability Monitoring

Actions	Due date	Details
Notification of Announced Unavailable Capacity	D – 1 calendar day	A Capacity Provider notifies his unavailability at the latest at 11 : 00 on the calendar day preceding the delivery/Availability Test, if it is to be counted as Announced Unavailable Capacity.
Notification of Unavailable Capacity	D+10 working days	ELIA rejects notifications of Unavailable Capacity submitted later than 10 Working Days after the start date of the unavailability by the Capacity Provider.
Approval or rejection of the notification of Unavailable Capacity	D + 54 working days	Where 'D' represents the moment of reception of the Capacity Provider's notification of Unavailable Capacity, Elia has up to 5 WD to approve or reject it and notify the Capacity Provider.
Availability Test announcement	D – 1 calendar day	An Availability Test is announced by ELIA at the latest at 15 : 00 on the calendar day preceding the Availability Test.
Notification of (Partial) Declared Prices	D – 1 calendar day	Updated or new (Partial) Declared Prices are notified by the Capacity Provider to ELIA at the latest at 9: 00 on the calendar day preceding the delivery.
AMT Moment/Hours announcement	D – 1 calendar day	The exact AMT Hours/Moment is (are) announced at the latest at 15:00 the calendar day preceding the occurrence of the AMT Hour. If no AMT Hours are identified before that time, the fallback procedure applies according to section 15.6.
Delivery/Availability Test	D	The start and end time of an Availability Test may coincide with an AMT Moment. In this case, the Availability Test has a priority over the AMT Hour.
Settlement	15th of M+2 following D	ELIA shares with each concerned Capacity Provider their respective delivery activity report containing all results of the Availability Monitoring and Availability Tests (over month M on each CMU separately) along with associated penalty(ies), if applicable. In the same report, ELIA indicates whether the Capacity Provider is/should be subject to a downwards revision of the Monthly Remuneration (as defined in the Capacity Contract). In case a downwards revision of

		the Monthly Remuneration of the Capacity Provider takes place after at minimum 3 separate detections during Availability Tests or AMT Moments, each occurring on different calendar days, of Unannounced Missing Capacity > 20% of the Obligated Capacity, the Capacity Provider notifies ELIA once he has fulfilled 3 consecutive deliveries successfully (i.e. Availability Tests or AMT Moments with no Missing Capacity). From that moment, ELIA has 5 Working Days to verify the information received by the Capacity Provider. ELIA then reinstates the original Monthly Remuneration as of the next payment.

5 PREQUALIFICATION PROCESSES

5.1 INTRODUCTION

The purpose of a Prequalification Process is to determine whether and with which volumes a Capacity Holder is eligible to participate in the Auction or the Secondary Market.

This chapter details the three different Prequalification Processes (i.e. Standard Prequalification Process, Specific Prequalification Process and Fast Track Prequalification Process) that may be followed by a Capacity Holder. It is structured in ~~seven~~six sections.

Sections 5.2 to 5.5 describe the processes a CRM Actor goes through when prequalifying a CMU.

Section 5.6 focuses on the possible evolutions of a Prequalification File over time.

~~Section 5.7 explains how communications are carried out within the prequalification module of the CRM IT Interface.~~

Section 5.7 details the communication between ELIA and the CREG during a Prequalification Process.

5.2 PREQUALIFICATION PROCESS REQUIREMENTS

5.2.1 Preparation phase

68.   In anticipation of a participation to the CRM, a Capacity Holder is invited to prepare its file in order to facilitate the submission and processing of its Prequalification File. In particular, a Capacity Holder is invited to verify upfront the EAN codes and anticipated Nominal Reference Power (cf. section 5.4.1) of the Delivery Points it is planning to prequalify. Moreover, a Capacity Holder is required to timely get in touch with its relevant grid operator(s) to prepare the requirements prior to the submission and the ones related to the submission of a Prequalification File.

~~5.2.1~~5.2.2 Requirements prior to the submission of a Prequalification File

~~54.~~69.   Prior to submitting a Prequalification File, a Capacity Holder shall first become a CRM Candidate by filling in an application form (according to ~~§~~section ~~54~~5.2.2.1) and then declare its compliance with ~~a set of obligations (according to §~~the checks described in section ~~59).~~5.2.2.2.

~~5.2.1.1~~5.2.2.1 Application form

~~55.~~70.   The Capacity Holder is invited to fill in an application form through a preliminary access to the CRM IT Interface. ~~The mandatory fields are indicated by an asterisk in the table in annex 18.1.3.~~

~~56.~~71.   For a legal person, the form includes the company or association details~~, the bank details~~ and the contact details~~. It is available~~ (in ~~annex 18.1.3.~~this respect, functional mailboxes are allowed). For a natural person, it includes the personal contact details and the bank details. ~~It is available in annex 18.1.4.~~

57.72. The application form is reviewed by ELIA in accordance with section 5.3.1.

58.73. To be able to submit his application form, the Capacity Holder confirms to ELIA that he complies with the relevant Data Protection Legislation (as detailed in section 2.9) by marking the dedicated box in the CRM IT Interface.

59.74. When the application form has been approved by ELIA, each contact person mentioned in the application form is considered to be a user of the CRM IT Interface and is invited to create a password in order to access additional CRM IT Interface modules. .

5.2.1.2 CRM Candidate Declaration

60. The CRM Candidate declarations made in accordance with sections 5.2.1.2.1 and 5.2.1.2.2 are part of the Prequalification File. They are prequalification conditions.

61. It is up to the CRM Actor to remain fully compliant with these declarations at all times.

5.2.1.2.15.2.2.2 Compliance check(s)

62.75. Once the application form is approved by ELIA and prior to the submission of a Prequalification File, the CRM Candidate declares that it undertakes[8] to comply with the provisions listed below by marking dedicated boxes in the CRM IT Interface:

- for participation in a Standard Prequalification Process or a Specific Prequalification Process:

  - the Functioning Rules for the Capacity Remuneration Mechanism; and

  - the provisions of the Capacity Contract, that he commits to sign if selected during the Auction; and

  - if applicable, the eligibility criteria fixed pursuant to article 7*undecies* § 9 al. 4 of the Electricity Act regarding the investment costs; and

  - the admissibility criteria fixed pursuant to article 7*undecies* § 8 al. 1st1 of the Electricity Act regarding variable subsidies and the minimum participation threshold; and

  - if applicable, the production permit requirements set by article 4 § 1 of the Electricity Act; and

  - if applicable, the maximal CO_2 emission thresholds set by Article 22, § 4 of the Regulation (EU) 2019/943; and

  - Any other applicable legal and regulatory framework.

- for participation in a Fast Track Prequalification Process, the CRM Candidate only declares that it undertakes to comply with the sections related to the Fast Track Prequalification Process of the Functioning Rules for the Capacity Remuneration Mechanism.

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[8] This can be done by any user of the CRM IT Interface and once it has been done, it is considered as validated for all other users linked to the same CRM Candidate.

5.2.1.2.2 Commitments and waivers

63. After approval of the application form by ELIA, the CRM Candidate, who is also applying for a connection within the meaning of the Federal Grid Code (or who calls on the connection applicant) for a CMU that comprises an electricity generation unit, proceeds *inter alia* with the following formal commitments and waivers by marking the dedicated boxes in the CRM IT Interface:

- if the connection applicant has allocated connection capacity within the meaning of article 166 of the Federal Grid Code or if he has concluded a connection contract in application of article 109 of the Federal Grid Code 2002, and therefore the connection has not yet entered service:

It is up to the CRM Actor to remain fully compliant with these checks at all times.

- it undertakes not to put the connection in service prior to the publication of the results of the forthcoming Auction;

- it waives, until the publication of the results of the forthcoming Auction, the rights conferred on it by the allocation of connection capacity and/or the conclusion of the connection contract;

- it waives the rights conferred on it by the allocation of connection capacity and/or the conclusion of the connection contract if no CMU is selected during the Auction in the event that the results of the Auction render it impossible to implement the initial technical solution set out in article 160 of the Federal Grid Code or article 105 of the Federal Grid Code 2002 ;

- if the connection applicant has reserved connection capacity in accordance with articles 153 and 160 of the Federal Grid Code or articles 98 and 99 of the Federal Grid Code 2002 without having concluded a connection contract:

- it undertakes not to sign the connection contract before the publication of the results of the forthcoming Auction;

- it waives, until the publication of the results of the forthcoming Auction, the rights conferred on it by the reservation of connection capacity;

- it waives the rights conferred on it by the reservation of connection capacity in the event no CMU is selected during the Auction in the event that and in so far as the results of the Auction render it impossible to implement the initial technical solution set out in article 160 of the Federal Grid Code or article 105 of the Federal Grid Code 2002;

- if the connection applicant does not have allocated connection capacity or reserved connection capacity:

- it waives, until the publication of the results of the Auction, the reservation of connection capacity attached to a Detail Study, issued where applicable prior to the notification of the prequalification results;

- it waives the rights conferred on it by the reservation of connection capacity if no CMU is selected during the Auction in the event that and in so far as the results of the Auction render it impossible to implement the initial technical solution set out in article 160 of the Federal Grid Code.

~~5.2.1.2.3~~ Commitments in connection with the energy transition

~~64.1. Those parties that wish to request prequalification for new fossil fuel-fired facilities (with a view to a 15-year Capacity Contract) are aware and acknowledge that the obtainment of a capacity contract does not exempt them from the legislation or current and future objectives established by the European Union and/or Belgium aiming to reduce greenhouse gas emissions. In addition, they acknowledge that the obtainment of a Capacity Contract obliges them to contribute to the work to prepare policies to achieve said objectives. To that end, they shall append a written declaration in which they undertake to:~~

~~— study the technical and economic feasibility of reducing greenhouse gas emissions, in accordance with relevant European and Belgian legislation and objectives, for the facility in question by no later than 31 December 2026;~~

~~— establish, by 31 December 2027, an emission reduction plan indicating how they will contribute to the transition to climate neutrality in 2050, with interim objectives for the years 2035 and 2045; and~~

~~— achieve zero or negative emissions by 2050 at the latest. The parties concerned by the establishment of an emission reduction plan can decide to carry out this study jointly.~~

~~The declaration set out in the above § must be appended to the Prequalification File. Its presence will be verified by the system operator. Compliance with the points set out above must be demonstrated to the Energy Department at Federal Public Service Economy.~~

~~5.2.2~~5.2.3 Requirements for the submission of the Prequalification File

~~65.~~76. This section lists all the requirements to be timely respected by a CRM Actor for his Prequalification File to be considered as "approved" by ELIA (cf. ~~§ 88).~~§ 106). The data and documents submitted make up the Prequalification File.

~~66.~~77. A Prequalification File is for one CMU only.

~~67.~~78. The Prequalification File requirements vary depending on the type of Prequalification Process (standard, specific ~~and~~or fast track), whether ~~they concern a~~the information is requested on Delivery Point~~-~~ or~~a~~ CMU~~-level~~ and ~~what is~~on the status of the concerned Delivery Point or CMU (existing, additional or virtual).

~~68.~~79. A CRM Actor may submit a Prequalification File (or its change in case it is authorized by ELIA – according to ~~§91~~§§ 110 and 111) to ELIA whenever needed provided that:

- **if the CRM Actor wants to participate in the Primary Market**, this Prequalification File (or its change) is submitted within the deadline defined in article *7undecies* §8 al. 7 of the Electricity Act; or

- **if the CRM Actor wants to participate in the Secondary Market** (as of a Buyer of an Obligation), this Prequalification File (or its change) is submitted at the latest seventy Working Days before being allowed to conclude a Transaction via the Secondary Market; or

- **if the CRM Actor does not want to participate in the Primary Market nor to the Secondary Market** but is obligated to submit a Prequalification File in compliance with article

7undecies § 8 al. 2 of the Electricity Act, this Prequalification File (or its change) is submitted within the deadline defined in article *7undecies* § 8 al. 7 of the Electricity Act.

5.2.2.15.2.3.1 Requirements applicable to the Standard Prequalification Process

5.2.2.1.15.2.3.1.1 General requirements for a Delivery Point

69. For each Delivery Point and Associated Delivery Point, the following principles must be respected:

80. aA Delivery Point can belong to only one CMU and an Associated Delivery Point can be associated with only one CMU, and therefore withto only one CRM Candidate at a specific point in time of a Delivery Period.

81. the combinationMore than one Delivery Point (in a same CMU or in different CMUs) can be used to deliver the Service behind an Access Point as long as these Delivery Points do not influence each other.

     – The use of two Delivery Points (in a same CMU or in different CMUs) between services delivereddelivering a Service on a Submeter and the related Headmeter or on a Submeter and another Submeter behind or on two Submeters with hierarchy (one Delivery Point above another one) is tolerated by ELIAat a specific point in time of a Delivery Period only if the following three conditions are met:

     • the two Submeters (or the Headmeter and the Submeter) belong to the same CRM Candidate; and

     • the CRM Candidate renounces to invoke any influence of the Service supplied downstream on the Service supplied upstream; and

     • one of the two services isconcerned Delivery Points has already successfully prequalified in the FCR service (Frequency Containment Reserve, one of the balancing services).

          In any other cases, the combination between services is not accepted.

     – more than one CRM Candidate can deliver the Service behind an Access Point as long as these Delivery Points do not influence each other.

ELIA applies the 'first come, first served' rule when processing Prequalification Files.

70.82. The following table includes all the data and documents that shall be provided per Delivery Point (existing or additional) to ELIA by a CRM Candidate as part of his Prequalification File in order to be considered as "approved" (as per § 88116) in case he participates in a Standard Prequalification Process.

The crosses in the table indicate for which status (existing and/or additional) the requirement applies. Mandatory information is indicated with an asterisk.An asterisk in the last two columns means that the information is mandatory for all Existing or Additional Delivery Points, whereas an asterisk in the comments-column describes the subset of Delivery Points for which the information provision is mandatory.

			Delivery Point's status	
Requirements	**Type of data**	**Comments**	Existing	Additional
Type of Delivery Point	Name (drop-down list)	The CRM Candidate needs to inform ELIA about the fact that the Delivery Point is connected to the Transmission System Operator (TSO) grid, a Distribution System Operator (DSO) grid or a Closed Distribution System (CDS). In the event that the Delivery Point is connected to a CDS, the CRM Candidate also needs to inform ELIA if the CDS is connected to the TSO or the DSO grid.	X*	X*
Associated Delivery Point	Name (drop-down list)	The CRM Candidate indicates if the Delivery Point is to be interpreted as an Associated Delivery Point or not.	X*	X*
Corresponding DSO	Name (drop down list)	The CRM Candidate indicates – if the Delivery Point is connected to a DSO grid or a CDS connected to the DSO grid – which DSO needs to be contacted by ELIA to initiate the Delivery Point's Nominal Reference Power calculation.	X*	X*
Delivery ~~Point's~~Point name	Name	The CRM Candidate chooses and communicates a Delivery Point's name. There is no requirement with respect to the choice of this name. For a CDS-connected Delivery Point if the CDS is connected to the TSO grid, the Delivery Point's name is included in the CDSO Declaration.	X*_	X*_
Single line diagram	Diagram (PDF)	A single line diagram (as defined in articles 366 and 367 of the Federal Grid Code) is a diagram with the specific identification of the exact location of the Delivery Point. It can include more than one Delivery ~~Points~~Point. For a CDS-connected Delivery Point if CDS is connected to the TSO grid, the single line diagram is included in the CDSO Declaration. *Providing a single line diagram is mandatory ~~only~~ for existing TSO-connected Delivery Points and for existing CDS-connected Delivery Points when the CDS is connected to the TSO grid.	X	X
Technology	Name (drop-down list)	The technology of the Delivery Point is supplied according to the list provided by Article 13 §1 of the Royal Decree on Methodology.	X*	X*
Linked Capacities	Number (ID of the Delivery Point(s))	*The CRM Candidate provides ELIA with the list of Delivery Points which are linked together (Linked Capacities~~)~~). The link between Delivery Points leads to links between CMUs and ~~the latter are~~can be translated into "Linked Bids" for the Auction (as ~~per section~~specified in § ~~6.2.1.2)~~237.	X	X
CDSO Declaration	Signed document (PDF)	~~In~~This declaration can be found in annex 18.1.4. *Providing a CDSO Declaration is mandatory in case of a CDS-connected Delivery Point when the CDS is connected to the TSO grid, ~~the CRM Candidate provides a CDSO Declaration. This declaration can be found in annex 18.1.7.~~	X	X
EAN code(s) of the Access Point	Number	The EAN code of the Access Point is the unique identification number used to identify the metering device of the Access Point that is related to the Delivery Point. For a CDS-connected Delivery Point, the EAN code(s) is(are) included in the CDSO Declaration if the CDS is connected to the TSO grid. ~~If~~For a Delivery Point that is not CDS-connected, if the Delivery Point is a defined on the level of the Headmeter, the provided EAN code of the Access Point will be the same as the provided EAN code of the Delivery Point.	X*	X
EAN code of the CDS Market Access Point	Number	*In case of a CDS-connected Existing Delivery Point, the CRM Candidate is obliged to provide the EAN code of the CDS Market Access Point. The corresponding EAN code(s) is(are) included in the CDSO Declaration if the CDS is connected to the TSO grid.	X	X
Agreement between Belgium and Adjacent Member State	Signed document (PDF)	*In the event that the ~~Capacity Holder~~CRM Candidate is an Eligible Direct Foreign Capacity Holder, he provides to ELIA the agreement as set in Article 7 *undecies* ~~paragraph~~ §8 al. 5. This agreement allows the Eligible Direct Foreign Capacity Holder to prequalify a CMU including this Delivery Point.	X	X
Declaration by the Eligible Direct Foreign Capacity Holder	Signed document (PDF)	*In the event that the ~~Capacity Holder~~CRM Candidate is an Eligible Direct Foreign Capacity Holder, he provides to ELIA a declaration stating that he will respect the requirements of the agreement signed between Belgium and the European adjacent Member State.	X	X
EAN code(s) of the Delivery Point/Identification of the Delivery Point (for a CDS-connected Delivery Point)	Number	The EAN code of the Delivery Point is a unique identification number used to identify the metering device of the Delivery Point. For a CDS-connected Delivery Point if the CDS is connected to the TSO grid, the EAN code(s) correspond(s) to the one(s) that is(are) included in the CDSO Declaration.	X*	X
Expected Nominal Reference Power	Number (in MW)	In case of an Existing Delivery Point, the CRM Candidate provides the Expected Nominal Reference Power of the Delivery Point. For a CDS-connected Delivery Point, the Expected Nominal Reference Power is	X*	X*

		included in the CDSO Declaration.		
CO₂ calculation module	Signed document (PDF)	This is a calculation module provided by the Federal Public Service Economy on its CRM webpage and is filled in by the CRM Candidate as part of its Prequalification File. *This requirement is mandatory for Delivery Points that concern a production capacity using fossil fuels as detailed in ACER Opinion 22/2019.	X	X
CO₂ emission	Number (in g/kWh) or and in kg/kWe/Year if the value in g/kWekWh is higher than 550)	*The CRM Candidate must provide a CO₂ emission of the Delivery Point and Associated Delivery Point if it concerns a generationproduction capacity using fossil fuels as detailed in ACER Opinion 22/2019. Other capacities can provide CO₂ emission whenever relevant. To start with, their value set by default is 0, as this parameter is used for the Auction in case tie-breaking rules are necessary (as per section 6.3.3.26.3.3.2). The CO₂ parameters are approved or rejected by ELIA (along with the CO₂ emission calculation module and the guidelines found in Annex 18.1.1718.1.10 and based on an opinion of Federal Public Service Economy during the Prequalification File review process detailed in § 88).106).	X	X
CO₂ emission additional documentation	PDF	In some situations, a *Whenever desired by the CRM Candidate might want to add, or when explicitly requested by the Federal Public Service Economy, additional specific CO₂ related documentation, CO₂ related. is provided. He has the possibility to do so in the CRM IT interface.	X	X
Preferred Nominal Reference Power methodology	Name (drop-down list)	In case of Existing Delivery Point, the CRM Candidate chooses a method amongst the three possibletwo possibilities to determine the Nominal Reference Power (see section 5.4.1.1.1.15.4.1.1.1.1).	X*	
Prequalification test profiledate for the 3rd2nd method	Date (in DD/MM/YY)	*In case the 3rd2nd method to determine the Nominal Reference Power (see section 1.1.1.1.1.1.1) is selected by the CRM Candidate, ELIA needs an expected test date in a timing defined in section 1.1.1.1.1.1.1. The date provided gives the test start date. This information is only to be provided for Delivery Points connected to the TSO or to a CDS, itself connected to the TSO.	X	
Baseline adjustment	Name (drop-down list)	The methodology used by ELIA to evaluate the Baseline follows a standard process. In the event that the standard methodology is not suitable for the CRM Candidate and that some adjustments shall be made, the CRM Candidate indicates it to ELIA. By doing so, he will be contacted by ELIA prior the start of the CMU's Transaction Period. More information on that subject can be found in section 9.4.3.2.3.39.4.3.2.3.3 and in annex 18.1.5. The fieldTo summarize, a CRM Candidate can indicate that a baseline adjustment is required or not, or indicate that it is not applicable (i.e. for injection Delivery Point.Points).	X*	
Unsheddable Margin	Number (in MW)	The Unsheddable Margin is the minimal amount of net active power offtake (in MW) that cannot be curtailed (inflexible or unsheddable power) at the Delivery Point concerned. It cannot be lower than the negative of the Nameplate capacity of generationproduction and the negative of the maximal injection.	X*	
Nameplate capacity of generationproduction	Number (in MW)	The sum of nameplate capacities of any generationproduction units (given by the manufacturer of the generationproduction unit – also called rated capacity, nominal capacity or installed capacity) installed with a direct or indirect electrical connection to the Delivery Point and intended to provide the Service. The nameplate capacity does not influence the determination of the Nominal Reference Power and is not used by ELIA during the Prequalification Process. It is considered as a complementary information relevant for ELIA in the event of an assessment of the information received during the Prequalification Process (according to § 119). *This requirement is mandatory only for Delivery Points that concern production capacity.	X*	
Net offtake/ net injection	Name (drop-down list)	The CRM Candidate indicates to ELIA whether his Delivery Point has a net injection or a net offtake. To do so, it calculates the average of its injections and offtakes over the last twelve months, ending with Prequalification File submission date.	X*	
Full technical injection Capacity	Number (in MW)	This is the maximum possible injection of active power as measured at the Delivery Point. The term injection is used to designate a certain sense of energy flow and does not exclusively refer to the technical means with which Service is provided. The CRM Candidate needs to put a data here only if his injection is taken into account in the Service. The full technical injection capacity is not measured by ELIA during the tests taking place during the Prequalification Process. It can be perceived as complementary information relevant for ELIA in the case of assessment of the information received during the Prequalification Process (according to § 119).	X*	
Full technical offtake Capacity	Number (in MW)	This is the value indicating the maximum possible offtake of active power at a Delivery Point. The term offtake is used to designate a certain sense of energy flow and does not exclusively refer to the technical means with which Service is	X*	

		provided. The CRM Candidate needs to put a data here only if his offtake is taken into account in the Service. the Service is provided. The full technical offtake capacity is not measured by ELIA during the tests taking place during the Prequalification Process. It can be perceived as complementary information relevant for ELIA in the case of assessment of the information received during the Prequalification Process (according to section§ 119).		
Grid User Declaration	Signed document (pdf)	*The Grid User Declaration is a signed declaration to provide in case the Grid User differs from the Capacity Holder.CRM Actor. The list of the clauses that must at least be presented into this signed declaration can be found in annex 1.1.1. A Delivery Point can be related to only one Grid User Declaration at a time.	X	
CDS User Declaration	Signed document (pdf)	*The CDS User Declaration is a signed declaration to provide in case of a CDS-connected Delivery Point and in case the CDS User differs from the Capacity Holder.CRM Actor. The list of the clauses that must at least be presented into this signed declaration can be found in annex 1.1.1. A Delivery Point can be related to only one CDS User Declaration at a time.	X	
~~Renouncing the operating aid~~	~~Signed document (pdf)~~	~~In the situation where the CRM Candidate benefits from an operating aid during one or more Delivery Period(s), the CRM Candidate provides to ELIA a declaration in which he states he renounces the operating aid in case he signs a Capacity Contract (as per the Royal Decree setting out the Investment Thresholds and Eligibility Criteria for Investment Costs).~~	~~X~~	
Declared Nominal Reference Power	Number (in MW)	In case of Additional Delivery Point, the CRM Candidate provides the Declared Nominal Reference Power of the Delivery Point.		X*
Existing connection capacity	Number (in MW)	It is the connection capacity (as per Connection Contract). Such value is used by ELIA to determine the volume of additional connection capacity which will be subject to the grid constraints applicable to the forthcoming Auction. In this way, the additional connection capacity corresponds to the difference between the capacity agreed upon in the technical agreement and (if any) the sum of the existing connection capacity(ies) associated to this technical agreement. *This requirement is mandatory only for Additional Delivery Points that are part of a New Build CMU.		X
Technical agreement	Name (drop-down list)	*If a signed technical agreement is required according to the connection process (cf. applicable Federal or Regional Grid Code), the CRM Candidate indicates to ELIA whether or not this technical agreement has already been obtained (Yes/No).		X
EDS ID related to the technical agreement	Number (EDS ID)	*If required according to the connection process (cf. applicable Federal or Regional Grid Code), a signed technical agreement is obtained by ELIA from the Grid User (or from the CDSO if applicable) within the timing defined in the applicable Federal or Regional Grid Code. For the sake of clarity, a signed technical agreement related to a Connection Contract linked to an EDS under conditions, also fulfils this prequalification requirement. A CRM Candidate can submit a Prequalification File while no Connection Contract proposal has been given by ELIA and no signed technical agreement has been given by the Grid User (or the CDSOr if applicable) provided that a request has been introduced in time and provided that technical agreement will be obtained at the latest on August 25. One EDS ID can be valid for more than one Prequalification File as it may cover more than one CMU and Delivery Point. For a CDS-connected Delivery Point, the ID of the technical agreement corresponds to the one that is included in the CDSO Declaration.		X
Information related to production permit	Signed document (pdf)	*As stated in article 7*undecies* § 8 al. 4 of the Electricity Law, if required according article 4 §1 of the Electricity Act, the CRM Candidate provides: - the production authorisation if the CRM Candidate already has it; or - proof that a production authorisation permit has been introduced at the latest fifteen days after the publication of the instruction to organise an auction as referred to in article 7*undecies* §6 al. 1 of the Electricity Law, if the CRM Candidate does not yet have it. One production authorisation can be valid for more than one Prequalification File as it may cover more than one CMU. For the CMU to be prequalified, such production authorisation must be valid at least until the notification of the Auction results (defined in section 6.46.4) and must be obtained within 20 days before the deadline for submitting bids in connection with the auction, in accordance with article 7*undecies* §12 al. 3, 2 a).		X

Table 1: Requirements per Existing Delivery Point and per Additional Delivery Point

5.2.2.1.25.2.3.1.2 Requirements for Existing Delivery Points

71.83.   An Existing Delivery Point may be any point or a group of points associated to:

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

- measurements performed by a Headmeter at anCDSO via a meter (or set of meters) used as part of the CDSO's invoicing obligations in relation to a CDS Market Access Point in case of a Delivery Point in a CDS connected to a CDS[9]the ELIA Grid; or

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

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

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

72.84.   In addition to the general requirements, an Existing Delivery Point respects the metering requirements as detailed in annexes 18.1.1 and 18.1.2annex 18.1.1.

5.2.2.1.35.2.3.1.3 Requirements for CDS-connected Existing Delivery Points when the CDS is connected to the TSO

85.   For an Existing Delivery Point connected to a CDS (itself connected to a TSO), a cooperation agreement (covering the data exchanges between the CDSO and ELIA, see annex 18.1.9), or an amendment to an existing CDSO-ELIA cooperation agreement, is to be signed by ELIA and the CDSO before the Nominal Reference Power can be determined. The cooperation agreement, or the amendment, is therefore signed by the CDSO and provided to ELIA by e-mail within twenty-five Working Days starting from the submission date of the Prequalification File.

86.   From the moment ELIA receives the cooperation agreement from the CDSO, ELIA signs it and provides it back to the CDSO via email within ten Working Days starting from the receipt by ELIA of this agreement.

73.87.   A CDS-connected Existing Delivery Point, which is itself connected to the TSO grid, meets the following requirements, :

- the CDSO grants approval for the Delivery Point to participate in the Service, commits to sign a cooperation agreement with ELIA (annex 18.1.9) and provides a complete CDSO Declaration (annex 18.1.4) to the CRM Candidate – who will, in turn, provide a scan of this declaration and some information included in it to ELIA in accordance with the Table 1.

- the features of metering at the Delivery Points must be communicated to ELIA in the "CDS Metering Technical Info Checklist" (as referred to in annex 18.1.9).

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[9] In case of a Delivery Point in a TSO-connected CDS, the measurement associated to this Delivery Point corresponds to the measurements performed by the CDSO via a meter (or set of meters) used as part of its invoicing obligations in relation to an Access Point in its CDS.

88. In collaboration with its CDSO, the CDS User has to provide to ELIA via email (operations.crm@elia.be) the EAN codes of the Delivery Points being part of a CMU that participates to the Fast Track Prequalificaton Process or Standard Prequalification Process at least ten Working Days prior to the Prequalification File submission date of the corresponding CMU. In case the CDS User is not able to meet this deadline, the concerned Delivery Point will be prequalified as an Additional Delivery Point.

5.2.2.1.45.2.3.1.4 Requirements for Delivery Points connected to a DSO or to a CDS itself connected to a DSO

89. For each Additional Delivery Point being a electricity production unit or electricity storage unit, and prior to the submission to ELIA of the Prequalification File in which the Delivery Point will be included, the CRM Candidate obtains minimally a proposal for a Connection Contract that is valid until after the clearing of the Auction.

74.90. The CRM Candidate signs with the relevant DSO a DSO-CRM Candidate Agreement using the latest template made available by Synergrid[10] for any Delivery Point connected to a DSO grid and prior to his possible prequalification.the submission of the Prequalification File in which the Delivery Point will be included. This agreement is not submitted during the Prequalification Process as it is already checked beforehand by the DSO[11].

75.91. In case of a Delivery Point connected to a DSO-connected CDS, no CDSO Declaration is to be provided to ELIA. Bilateral agreements can be made between the DSO and the CDSO, but the DSO remains responsible totowards ELIA to provide the required data, which is covered by the DSO-CRM Candidate Agreement.

5.2.2.25.2.3.2 Requirements common to the Standard Prequalification Process and the Specific Prequalification Process

5.2.2.2.15.2.3.2.1 General requirements for a CMU

76.92. The following table includes all the data and documents that shall be provided per CMU to ELIA by a CRM Candidate as part of his Prequalification File in order to be considered as "approved" (as per § 88). Mandatory information is indicated by an asterisk. 116). An asterisk in the last three columns means that the information is mandatory for all Existing, Additional or Virtual CMUs, whereas an asterisk in the comments-column describes the subset of CMUs for which the information provision is mandatory.

	Status of the CMU

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[10] http://www.synergrid.be/download.cfm?fileId=Mod%C3%A8le_de_Contrat_FSP_GRD_20210402.docx
[11] ELIA considers that a DSO-CRM Candidate has been signed as soon as a (Declared) Nominal Reference Power is provided by a DSO to ELIA (according to sections 5.4.1.1.1.2.2 & 5.4.1.1.2).

Requirements	Type of data	Comments	Existing	Additional	Virtual
~~Information linked to Financial Security~~	~~(Signed) document (pdf)~~	~~Each time a CMU is submitted to ELIA, the CRM Candidate uploads information about its Financial Security as required in the chapter 11. There are some exceptions which are detailed in section 11.2.2.2.~~	~~X*~~	~~X*~~	~~X*~~
CMU name~~Financial Security ID~~	~~Numbers and letters (drop-down list)~~Name	~~As stated above, some CMUs do not have to submit a Financial Security to get an "approved" Prequalification File. If the submitted CMU is in this situation, the CRM Candidate still provides the ID of the Financial Security that ELIA can consider as valid for this CMU.~~ The CRM Candidate chooses and communicates a CMU name. There is no requirement with respect to the choice of this name.	X~~*~~	X~~*~~	X~~*~~
Opt-out Notification	List of information (and signed document in pdf)	*As detailed in section 5.4.2, in ~~the event that~~case the CRM Candidate wants to declare an Opt-out Volume for his CMU, an Opt-out Notification is provided to ELIA ~~following the procedures of annexes 18.1.9 and 18.1.10,~~ per Auction for which he wants to declare an Opt-out Volume.	X	X	
Project ID	Number	~~As per section 5.8.1, the~~*The CRM Candidate provides[12] or asks for a project ID in the event that his CMU is linked to an investment file with CREG. This indicates to ELIA that the CRM Candidate intends to send an investment file to CREG.		X	
Renouncing the operating aid	Signed document (pdf)	The CRM Candidate provides to ELIA a declaration (according to the template provided by the Energy Department of the Federal Public Service Economy) renouncing all operating aid during the Delivery Period(s) covered by a signed Capacity Contract.	X*	X*	
Derating Factor ~~for CMU~~excluding the **Associated** *Delivery* ~~Points~~ *Point(s)*	Number (drop-down list)	The CRM Candidate selects, from among the various derating factors determined in the Ministerial Decree set out in article 7*undecies*, § 6 of the Electricity Act, the one which corresponds to the category and sub-category to which its CMU ~~belongs.~~(excluding the Associated Delivery Point(s), if any) belongs. The chosen Derating Factor will lead to two values: one valid for a Y-1 Auction and another one for a Y-4 Auction. The chosen Derating Factor allows ELIA to determine the Eligible Volumes and to define whether or not the CMU is an Energy-constrained CMU: - If the CMU selects a SLA, his CMU is considered as an Energy-constrained CMU; - If the technology of a CMU is declared as falling under Category III with Daily Schedule of the derating categories, the CMU is categorized as an Energy Constrained CMU with an number of hours in line with its SLA, or in absence thereof categorized as an Energy Constrained CMU with 4 hours in its SLA; - If all other cases, the CMU is categorized as a Non-Energy Constrained CMU.	X*	X*	
Derating Factor ~~for everything, comprising~~including the ~~CMU Delivery Points and~~ Associated Delivery ~~Points~~Point(s)	Number (dropdown list)	*If the CMU contains one (or more) Associated Delivery Point(s), the CRM Candidate selects, from among the various derating factors determined in the Ministerial Decree set out in article 7*undecies*, § 6 of the Electricity Act, the one which corresponds to the category and sub-category to which its CMU belongs. The chosen Derating Factor will lead to two values: one valid for a Y-1 Auction and another one for a Y-4 Auction. The chosen Derating Factor allows ELIA to determine the Eligible Volumes and to define whether or not the CMU is an Energy-constrained CMU: - If the CMU selects a SLA, his CMU is considered as an Energy-constrained CMU; - If the technology of a CMU is declared as falling under Category III with Daily Schedule of the derating categories, the CMU is categorized as an Energy Constrained CMU with an number of hours	X	X	

[12] In the event that more than one CMUs are linked to a same investment file, the CRM Candidate creates a project ID via the CRM IT Interface only once; this is done via the first submitted CMU. Then, in the Prequalification File of the other CMU(s), the CRM Candidate provides the project ID received in the first submitted CMU.

		in line with its SLA, or in absence thereof categorized as an Energy Constrained CMU with 4 hours in its SLA; - If all other cases, the CMU is categorized as a Non-Energy Constrained CMU.			
Project execution plan	Document	The project execution plan is the document that establishes the method(s) used to execute the project linked to the CMU. More information about this project execution plan can be found in annex ~~18.1.11.~~1.1.1. A project execution plan can be linked to more than one CMU. In case of a New Build or Virtual CMU, the CRM Candidate is required to use the template as provided in annex 1.1.1.		X*	X*
~~**Expected start date of the project**~~	~~Date (in DD/MM/YY)~~	~~The start date of the project (arising from the project execution plan) corresponds to the date at which the CRM Candidate plans to launch the project that will allow him to transform within the required timeframe his Additional CMU into an Existing CMU (according to chapter 8).~~		X	
Declared Eligible Volume	Number (in MW)	In case of participation in a Specific Prequalification Process, the CRM Candidate declares by himself the Eligible Volume of the CMU.			X*
~~**Information for the 2nd method (To determine the Nominal Reference Power)**~~	~~Date (in D/MM/YY) & Name~~	~~In the event that the 2nd method (as per section 5.4.1.1.1.1.2) is selected for the Nominal Reference Power determination, the CRM Candidate provides the date at which ELIA can extract the balancing results to evaluate the Nominal Reference Power of the CMU (the method provides directly the Nominal Reference Power of the CMU). The CRM Candidate chooses between the following valid balancing results: mFRR prequalification test, mFRR activation or mFRR availability tests.~~	X		
Link with a VCMU	Number (ID of the Transaction)	*In case the Capacity Provider goes through a Standard Prequalification Process with an Existing CMU that will be used to take over the obligation related to a VCMU, he shall provide the ID of the Transaction linked to this VCMU. This information shall be included in the Prequalification File from the first Prequalification File submission date and cannot be subsequently modified or added to a file. ~~It will be used by ELIA to know if a Financial Security needs to be provided or not (according to section 11.2.2.2).~~	X		
Participation in the Primary Market or the Secondary Market	Name (drop-down list)	The CRM Candidate indicates to ELIA if he intends to participate in the Secondary Market only or not. ~~This information will be used by ELIA to know if the CRM Candidate needs to provide a Financial Security or not (according to section 11.2.2.2).~~	X*		
~~**Technical agreement**~~	~~Name (drop-down list)~~	~~If a signed technical agreement is required according to the connection process (cf. Federal Grid Code), the CRM Candidate indicates to ELIA whether or not this technical agreement has already been achieved (Yes/No).~~		X	
~~**EDS ID related to the technical agreement**~~	~~Number (EDS ID)~~	~~If required according to the connection process (cf. Federal Grid Code), a signed technical agreement is obtained by ELIA from the Grid User (or from the CDS User if applicable) within the timing defined in the Federal Grid Code. For the sake of clarity, a signed technical agreement related to a Connection Contract linked to an EDS under conditions, also fulfils this prequalification requirement. A CRM Candidate can submit a Prequalification File while no Connection Contract proposal has been given by ELIA and no signed technical agreement has been given by the Grid User (or the CDS User if applicable) provided that a request has been introduced in time and provided that technical agreement has been obtained prior to notification of the prequalification results. One EDS ID can be valid for more than one Prequalification File as it may cover more than one CMU. For a CDS-connected Delivery Point, the ID of the technical agreement is included in the CDSO Declaration.~~		X	
Waiver declaration (capacity reservation and allocation)	~~Signed document~~Tick box	~~See commitment set out in section 5.2.1.2.2.~~*If required according to and as described in § 93.		X	
Declaration of commitment to the energy transition	Signed document	~~See commitment set out in section 5.2.1.2.3.~~*If required according to and as described in § 94.		X	

Table 2: Requirements per Existing CMU, per Additional CMU and per Virtual CMU

93. If the Delivery Point is (to be) connected to the TSO grid or to a CDS connected to the TSO Grid, the CRM Candidate, who is also applying for a connection within the meaning of the Federal Grid Code or the applicable Regional Grid Code (or who calls on the connection applicant) for a CMU that comprises an electricity production unit or electricity storage unit, proceeds *inter alia* with

the following formal commitments and waivers by marking the dedicated boxes in the CRM IT Interface:

- if the connection applicant has connection capacity which is allocated within the meaning of article 166 of the Federal Grid Code or the corresponding article of the applicable Regional Grid Code or if he has concluded a connection contract in application of article 109 of the Federal Grid Code 2002 or the corresponding article of the applicable Regional Grid Code, and therefore the connection has not yet entered service:

  - it undertakes not to put the connection in service prior to the publication of the results of the forthcoming Auction;

  - it waives, until the publication of the results of the forthcoming Auction, the rights conferred on it by the allocation of connection capacity and/or the conclusion of the connection contract;

  - it waives the rights conferred on it by the allocation of connection capacity and/or the conclusion of the connection contract if the CMU is not selected during the Auction and in so far as the results of the Auction render it impossible to implement the initial technical solution set out in article 160 of the Federal Grid Code, article 105 of the Federal Grid Code 2002 or the corresponding article of the applicable Regional Grid Code ;

- if the connection applicant has reserved connection capacity in accordance with articles 153 and 160 of the Federal Grid Code or articles 98 and 99 of the Federal Grid Code 2002 or the corresponding article of the applicable Regional Grid Code without having concluded a connection contract:

  - it undertakes not to sign the connection contract before the publication of the results of the forthcoming Auction;

  - it waives, until the publication of the results of the forthcoming Auction, the rights conferred on it by the reservation of connection capacity;

  - it waives the rights conferred on it by the reservation of connection capacity if the CMU is not selected during the Auction and in so far as the results of the Auction render it impossible to implement the initial technical solution set out in article 160 of the Federal Grid Code, article 105 of the Federal Grid Code 2002 or the corresponding article of the applicable Regional Grid Code;

- if the connection applicant does not have allocated connection capacity or reserved connection capacity:

  - it undertakes not to sign the connection contract before the publication of the results of the forthcoming Auction;

  - it waives, until the publication of the results of the Auction, the reservation of connection capacity attached to a Detail Study (EDS), issued where applicable prior to the notification of the prequalification results;

  - it waives the rights conferred on it by the reservation of connection capacity if the CMU is not selected during the Auction and in so far as the results of the Auction render it impossible to implement the initial technical solution set out in article 160 of the Federal Grid Code or the corresponding article of the applicable Regional Grid Code.

94. Those parties that wish to request prequalification for new fossil fuel-fired facilities (with a view to a 15-year Capacity Contract) are aware and acknowledge that the obtainment of a Capacity

Contract does not exempt them from the legislation or current and future objectives established by the European Union and/or Belgium aiming to reduce greenhouse gas emissions. In addition, they acknowledge that the obtainment of a Capacity Contract obliges them to contribute to the work to prepare policies to achieve said objectives. To that end they shall append a written declaration in which they undertake to:

- study the technical and economic feasibility of reducing greenhouse gas emissions, in accordance with relevant European and Belgian legislation and objectives, for the facility in question by no later than 31 December 2026;

- establish, by 31 December 2027, an emission reduction plan indicating how they will contribute to the transition to climate neutrality in 2050, with interim objectives for the years 2035 and 2045; and

- achieve zero or negative emissions by 2050 at the latest. The parties concerned by the establishment of an emission reduction plan can decide to carry out this study jointly.

This declaration must be appended to the Prequalification File of the applicable CMUs. Its presence will be verified by the system operator. Compliance with the points set out above must be demonstrated to the Energy Department at Federal Public Service Economy.

95. With a view to all Auctions organized by ELIA after 2021 following an instruction given by the Minister on the basis of article 7undecies, §6 of the Electricity Act, the CRM Candidate commits to, at the latest twenty days before the Bid submission deadline as referred to in § 275 or at the latest twenty days before the notification of a Secondary Market transaction as the buyer of an obligation – whichever applies depending on whether the CRM Candidate plans to participate in the Primary or Secondary Market:

- for each New Build CMU, provide a declaration and proof that it holds all relevant permits that are required under regional regulations for the construction and/or the operation of the Capacit(y)(ies) included in the CMU in question, issued in the last administrative instance;

- for each Existing CMU or Additional CMU that is not a New Build CMU with a Nominal Reference Power higher than or equal to hundred MW, provide a declaration and proof that it holds all relevant permits for the Capacit(y)(ies) included in the CMU in question required for today's operation;

- for each Existing CMU or Additional CMU that is not a New Build CMU with a Nominal Reference Power lower than hundred MW, provide a declaration that it holds all relevant permits for the Capacit(y)(ies) included in the CMU in question required for today's operation, and, when requested by ELIA, provide proof that it holds these permits.

In the absence of such declaration and/or proof, the access to the Primary Market or the Secondary Market will be denied for this CMU.

5.2.2.2.25.2.3.2.2 Requirements for Existing CMUs and Additional CMUs

77.96. AnyAn Existing CMU andor Additional CMU respect the following conditions::

- it consists ofcontains at least one Delivery Point; and

- thehas an Eligible Volume of the CMUthat is higher than or equal to the minimum threshold set pursuant to article 7undecies, § 8, al. 1, 2° of the Electricity Act.

78. An individual CMU respects the following conditions :

- a Delivery Point subject to a Daily Schedule obligation is always part of an individual CMU; and

- an individual CMU can be either associated to a Headmeter or a Submeter; and

- Its Eligible Volume exceeds or is equal to the threshold set pursuant to article 7*undecies* §8 al. 1 2° of the Electricity Act.

79. An Aggregated CMU respects the following conditions :

- a Delivery Point must be part of an aggregated CMU if its Eligible Volume is lower than the threshold defined in accordance with article 7*undecies* §8 al. 1st 2° of the Electricity Act; and

- aA Delivery Point subject to a Daily Schedule obligation cannot be part of an aggregated a CMU; and

97. a CRM Candidate chooses if his Delivery Point is part of an aggregated CMU or not in the event that this Delivery Point is not subject to a Daily Schedule obligation and that its Eligible Volume is higher than or equal to the threshold is set under article 7*undecies* §8 al. 1st 2° of the Electricity Act; andcontains more than one Delivery Point.

5.2.2.2.35.2.3.2.3 Requirements for Virtual CMUs

80. A Virtual Capacity Market Unit (VCMU) shall respect all the following conditions:

98. thehas a Declared Eligible Volume of a CRM Candidate's VCMU:that:

- is higher than or equal to the minimum Capacity threshold set under Articlepursuant to article 7*undecies*, § 8, al. 1, 2° of the Electricity Act; and

- does not exceed the cap set under article 7*undecies* § 6 al. 1 of the Electricity Act.

99. onlyOnly one VCMU can be submitted to ELIA by a CRM Candidate for each Y-4 Auction. This does not prevent the Prequalified CRM Candidate to submit several bids related to that sole VCMU in an Auction.

5.2.2.35.2.3.3 Requirements for Fast Track Prequalification Process

81.100. A CMU that follows the Fast Track Prequalification Process consists of only one Delivery Point.

82.101. This Delivery Point respects the following conditions:

- it is part of one CMU only; and

- it is equivalent to or related to an Access Point; and

- it is a generationproduction capacity that has the obligation to introduce a Prequalification File in accordance with article 7*undecies* § 8 al. 2 of the Electricity Act.

The generationproduction capacities that are subject to the obligation to submit a Prequalification

File also include the following Additional Capacities:

- Additional Capacities for which a valid production authorisation was obtained and for which a technical agreement was signed with ELIA;

- Additional Capacities for which a Connection Contract was signed with ELIA and for which the related Capacity Holder has decided not to participate in the Auctions organized during the current year.

83.102. The following table includes all the data and documents that shall be provided per Delivery Point (existing or additional) to ELIA by a CRM Candidate as part of his Prequalification File in order to be considered as "approved" (as per § 88). Mandatory information is indicated with an asterisk.116). An asterisk in the last two columns means that the information is mandatory for all Existing or Additional Delivery Points, whereas as asterisk in the Comments-column describes the subset of Deliver Points for which the information provision is mandatory.

Requirements	Type of data	Comments	Delivery Point's status	
			Existing	Additional
Type of Delivery Point	Name (drop-down list)	The CRM Candidate needs to inform ELIA about the fact that the Delivery Point is connected to the Transmission System Operator (TSO) grid, a Distribution System Operator (DSO) grid or a Closed Distribution System (CDS). In the event that the Delivery Point is connected to a CDS, the CRM Candidate also needs to inform ELIA if the CDSO is connected to the TSO or the DSO grid.	X*	X*
Technology	Name (drop-down list)	The technology of the Delivery Point is supplied according to the list provided by Article 13 § 1st of the Royal Decree on Methodology.	X*	X*
EAN code(s) of the Delivery Point/Identification of the Delivery Point (for a CDS-connected Delivery Point)	Number	The EAN code of the Delivery Point is a unique identification number used to identify the metering device related of the Delivery Point. For a CDS-connected Delivery Point if the CDS is connected to the TSO grid, the EAN code(s) iscorrespond(s) to the one(s) that (are) included in the CDSO Declaration.	X*	X
Delivery Point'sPoint name	Name	The CRM Candidate chooses and communicates a Delivery Point's name. There is no requirement with respect to the choice of this name. For a CDS-connected Delivery Point if the CDS is connected to the TSO grid, the Delivery Point's name is included in the CDSO Declaration.	X*	X*
EAN code(s) of the Access Point	Number	The EAN code of the Access Point is unique the identification number used to identify the metering device of the Access Point that is related to the Delivery Point. For a CDS-connected Delivery Point if the CDS is connected to the TSO grid, the EAN code(s) is(are) included in the CDSO Declaration. If the Delivery Point is defined on the level of a Headmeter, the provided EAN code of the Access Point will be the same as the provided EAN code of the Delivery Point.	X*	X*
Fast Track Nominal Reference Power	Number (in MW)	It is a declaration by the CRM Candidate about the Nominal Reference Power for the Delivery Point participating to the Fast Track Prequalification Process.	X*	X*
Derating Factor	Number (drop-down list)	The CRM Candidate selects, from among the various derating factors determined in the Ministerial Decree set out in article 7undecies, § 6 of the Electricity Act, the one which corresponds to the category and sub-category to which its CMU belongs. The chosen Derating Factor will lead to two values: one valid for a Y-1 Auction and another one for a Y-4 Auction.	X*	X*

	List of information (and signed document in pdf)		X*	X*
Opt-out Notification	List of information (and signed document in pdf)	As detailed in section 5.4.2, an Opt-out Notification is provided to ELIA for each Auction, following the rules of annexes 18.1.9 and 18.1.10. .	X*	X*
Corresponding DSO	Name (drop down list)	*The CRM Candidate indicates – if the Delivery Point is connected to a DSO grid or a CDS connected to the DSO grid – which DSO needs to be contacted by ELIA to initiate the Delivery Point's Nominal Reference Power calculation, when relevant.	X	X
Preferred Nominal Reference Power methodology	Name (drop-down list)	In case of an Existing Delivery Point, the CRM Candidate chooses a method amongst the two possibilities to determine the Nominal Reference Power (see section 5.4.1.1.1.1) when it is needed.	X*	
Prequalification test date for the 2nd method	Date (in DD/MM/YY)	*In case the 2nd method to determine the Nominal Reference Power (see section 1.1.1.1.1.1) is selected by the CRM Candidate, ELIA needs an expected test date in a timing defined in section 1.1.1.1.1.1.1. The date provided gives the test start date. This information is only to be provided for Delivery Points connected to the TSO or to a CDS, itself connected to the TSO.	X	
Unsheddable Margin	Number (in MW)	The Unsheddable Margin is the minimal amount of net active power offtake (in MW) that cannot be curtailed (inflexible or unsheddable power) at the Delivery Point concerned.	X*	
Net offtake/ net injection	Name (drop-down list)	The CRM Candidate indicates to ELIA whether his Delivery Point has a net injection or a net offtake. To do so, it calculates the average of its injections and offtakes over the last twelve months, ending with Prequalification File submission date.	X*	
CDSO declaration	Signed document (in pdf)	*In case of a CDS-related Delivery Point, when the CDS is connected to the TSO grid, the CRM Candidate provides a CDSO-declaration. This declaration can be found in annex 18.1.4	X	X
Grid User Declaration	Signed document (in pdf)	*The Grid User Declaration is a signed declaration to provide in case the Grid User differs from the Capacity Holder.CRM Actor. The list of the clauses that must at least be presented into this signed declaration can be found in annex 1.1.1. A Delivery Point can be related to only one Grid User Declaration at a time.	X	
CDS User Declaration	Signed document (in pdf)	*The CDS User Declaration is a signed declaration to provide in case of a CDS-connected Delivery Point and in case the CDS User differs from the Capacity Holder.CRM Actor. The list of the clauses that must at least be presented into this signed declaration can be found in annex 1.1.1. A Delivery Point can be related to only one CDS User Declaration at a time.	X	

Table 3: Requirements for Fast Track Prequalification Process

5.3 REVIEW OF THE INFORMATION SUBMITTED

84.103. Once an application form or a Prequalification File has been submitted, ELIA verifies theirits completeness, veracity and accuracy in order to ensure that it is compliant with the requirements listed in section 5.2.

The time schedule of the prequalification review process areis specified in the following sections and illustrated in annex 18.1.3.

85.104. The application form submission date and Prequalification File submission date are the dates on which a CRM Candidate receives a notification confirming the good reception by ELIA, of respectively the application form or the Prequalification File.

86.105. To comply with legal obligations, all the information submitted by the CRM Actor are stored by ELIA for at least twelve years starting from:

- the Prequalification File rejection date; or

- the Prequalification File approval date or the date of the notification that the Bid was not selected, both subject to the absence of a Secondary Market Transaction; or

- the date of the ~~conclusion~~termination of the Capacity Contract, ~~if any~~in case a Capacity Contract is concluded.

5.3.1 Application form

~~87.~~106. Within five Working Days starting from the application form submission date, ELIA approves or rejects the application form and notifies the CRM Candidate. In the event that ELIA, for technical reasons, does not come back to the CRM Candidate within the timeframe mentioned above, the process described in section 15.3 applies.

~~88.~~107. In case of rejection, the notification is provided along with the appropriate motivation. Such rejection does not prevent the CRM Candidate from submitting a new application form.

~~89.~~108. Except in the situation described in section 5.6.3.1, the approval of the application form remains valid over time.

~~90.~~109. If the Capacity Holder wishes to contest the decision taken by ELIA regarding the rejection of an application form, he shall use one of the recourse methods described in chapter 14.

5.3.2 Prequalification File

~~91.~~110. ~~Irrespective of the archiving process, once~~Once a Prequalification File is submitted, the CRM Candidate is allowed to access it ~~for further adaptations only~~to make changes either when ~~explicitly proposed or requested by~~ ELIA. notifies the CRM Candidate that there is missing and/or erroneous data in the Prequalification File, or:

- ~~Furthermore, no change~~if the CMU follows a Fast Track Prequalification Process, after ELIA has approved the Prequalification File; or

- if the CMU follows a Standard or Specific Prequalification Process, after ELIA has prequalified the CMU.

The process that applies in these two situations is described in § 116.

~~92.~~111. No submission or adaptation can be encoded by the CRM ~~Actor~~Candidate from September 1 to October 31, except in the following cases:

- for changes linked to an Opt-out Notification (as per section 5.4.2.1.1);

- in the event of a change in a Prequalification File related to an aggregated CMU subject to an investment file (as per section 5.6.3.2.1~~5.8); and~~

- ~~in the event of the transmission, within the timeframe specified in article 7undecies § 12 al. 3 °2, a, information related to the obtainment of the production authorisation.~~).

~~93.~~112. The process of Prequalification File compliance-check consists in verifying that:

- the requirements of sections 5.2.3.1 and 5.2.3.2 are respected in case of Standard Prequalification Process; or

- the requirements of section 5.2.3.2 are respected in case of Specific Prequalification Process; or

- the requirements of section 5.2.3.3 are respected in case of Fast Track Prequalification Process.

A description of the analysis performed by ELIA can be found in annex 18.1.13.

94.113. The review of a Prequalification File follows the process described in § 94114 to 119.

95.114. ELIA shares CO_2 related information with the Federal Public Service Economy per email and fromat the moment of the Prequalification File submission. In return, the Federal Public Service Economy notifies ELIA of its opiniondecision by email within twenty Working Days for Prequalification Files not associated to a Project ID and within ten Working Days for Prequalification Files associated to a Project ID. Said opinionThe motivated decision is either an approval or a rejection. regarding the eligibility of the CMU related to the CO_2 emission criteria:

- If the Federal Public Service Economy requires additional information in order to be able to give its opiniondecision, it will inform ELIA by email within the above-mentioned timeframe. In this case, ELIA asks the CRM Actor to provide the missing information as communicatedrequested by the Federal Public Service Economy within ten Working Days, starting from ELIA's notification. the timing defined in the first bullet point of § 116.

- OnceAs soon as the additional information is submitted by the CRM Actor, to ELIA (cf. the first bullet point of § 116), ELIA notifies the Federal Public Service Economy per email. In return, the Federal Public Service Economy notifies ELIA of its opiniondecision within five Working Days. Said opiniondecision is either an approval or a rejection. regarding the eligibility of the CMU related to the CO_2 emission criteria.

In case of a rejection by the Federal Public Service Economy, the corresponding Prequalification File is rejected by ELIA.

96.115. In the absence of an opiniona decision from the Federal Public Service Economy within the above-mentioned timeframes, the CO_2 related informationCMU's eligibility regarding CO_2 emission criteria is deemed rejected. In consequence, the corresponding Prequalification File is rejected by ELIA.

97.116. In parallel withto the examination of CO_2 related information by Federal Public Service Economy and in parallel with the determination of the volumes (as per section 5.4), ELIA analyses the rest of the information submitted in the Prequalification File. In doing so, the following process applies:

- if ELIA notices missing and/or erroneous data in the Prequalification File after the submission of the Prequalification File (or of its change), the following process applies:

  • ELIA sends to the CRM Actor within twentyforty-five Working Days starting from the submission date of the Prequalification File (or of its change), a notification asking him to provide the missing information and/or to correct the wrong data;

  • the CRM Actor provideshas the required missing information or correctspossibility to adapt everything he wants in his file – except the wrong informationaddition of a new Delivery

Point[13] – within tenfifteen Working Days starting from ELIA's notification;

- ELIA notifies the final result of the Prequalification File analysis within fiveseventy Working Days starting from the updated data submission date byof the CRM ActorPrequalification File and:

    ▪ in case ELIA still notices missing and/or wrong data, the Prequalification File is considered as "rejected". The rejection of a Prequalification File does not prevent the CRM Actor from resubmitting it again later by re-starting the Prequalification Process.

    ▪ if there is no longer any missing and/or wrong data, the Prequalification File is given "approved" status. ELIA notifies it and the Prequalification results are notified to the CRM Candidate and starts determining the volumes (as per section 5.4).5.5.

- if ELIA does not identify any missing and/or erroneous data in the Prequalification File after the submission date of the Prequalification File (or of its change), the following process applies:

    - the Prequalification File is considered as "approved";

    - ELIA notifies the compliance of the Prequalification File to the CRM Actor within twenty Working Days starting from the submission date oftogether with the Prequalification File (or of its change);

    - ELIA starts to determine the volumes (as perresults within the timing defined in section 5.4).5.5;

An illustration of these timings can be found in annex 18.1.3.

98.117. If the Prequalification File is "approved" and onceOnce the prequalification results have been notified to the CRM Candidate as per section 5.5, the following rules apply:

- a Prequalified CMU having participated to a Standard Prequalification Process or to a Specific Prequalification Process grants access to the Primary Market and to the Secondary Market (only as of a Seller of Obligation for an Additional CMU and a Virtual CMU); and

- an approved Prequalification File related to a CMU having participated to a Fast Track Prequalification Process does not grant access to the Primary Market or Secondary Market.

99.118. A "rejected" Prequalification File status does not grant any access to the Primary Market or the Secondary Market.

100.119. If the CRM Candidate wishes to contest the decision taken by ELIA regarding the rejection of a Prequalification File, he must use one of the recourse methods described in chapter 14.

5.3.3 Audits

101.120. Without prejudice to the monitoring powers of the CREG and to the consequences of the monitoring under the Royal Decree on Monitoring, ELIA can perform tests and audits in order to check the veracity and the accuracy of the data that is provided during the Prequalification Process

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[13] The addition of a new Delivery Point is only allowed at the Prequalification File submission #1 (Cf. annex 18.1.3)

(in the application form and in the Prequalification File)., including, when a Capacity Contract has been concluded, in the Pre-delivery Period and the Delivery Period.

Without prejudice to the inspections information review (as detailed in section 5.3.2) and the volumes determination (as detailed in section 5.4) which ELIA is required to carry out in accordance with these Functioning Rules, these tests and audits are performed randomly from the moment the Prequalification File has been submitted to ELIA and for a period of twelve months starting from this submission date. It does not apply to Prequalification Files that have been rejected of the Prequalification File, and in case of a signed Capacity Contract, also during both the Pre-delivery Period and the Delivery Period. It does not apply to a Prequalification File that has been rejected or archived but only in case the selected CMU is not anymore linked to a Capacity Contract.

121. Without prejudice to the monitoring powers of the CREG and to the consequences of the monitoring under the Royal Decree on Monitoring, ELIA can at all times perform audits in order to check the veracity and the accuracy of the data that is provided in the application form. It does not apply to a rejected application form.

102.122. Any erroneous information identified by ELIA will lead to a request for clarification(s) and/or for an adaptation of the previously submitted information. The CRM Actor shall provide a justification and/or submit his adapted application form and/or Prequalification File within twenty Working Days starting from ELIA's request the deadline specified in the following table.

In case the error(s) remain(s) after these twenty Working Days this deadline, ELIA will report the situation to the relevant authorities and may in addition, depending on the severity of the errors observed:, take the measures defined in the right column in the following table.

- trigger a Prequalification File rejection; and/or

- delete one (or more) of the Bids related to the concerned CMU and already submitted by the CRM Actor for an Auction; and/or

- trigger an Availability Test; and/or

terminate or suspend the Capacity Contract (as defined in the Capacity Contract).

Moment of identification of the erroneous information	Deadline for providing a justification and/or submit his adapted application form and/or Prequalification File	Measures Elia can take
Before Bid submission deadline as referred to in § 275	Thirty Working Days from ELIA's request and at the latest before the Bid submission deadline as referred to in § 275	- ask for an adaptation of the application form; and/or - trigger a re-submission of the Prequalification File; and/or - trigger a Prequalification File rejection
After Bid submission deadline as referred to in § 275	Thirty Working Days from ELIA's request	- delete one (or more) of the Bids related to the concerned CMU and already submitted by the CRM Actor for an Auction; and/or - trigger an Availability Test; and/or - terminate or suspend the Capacity Contract (as defined in the Capacity Contract)

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123. If the CRM Actor wishes to contest the decision taken by ELIA pursuant to a test/audit, he shall use one of the recourse methods described in chapter 14.

5.4 VOLUMES DETERMINATION

~~103.~~124. This section explains how ELIA determines:

- the (Remaining) Eligible Volumes and the Secondary Market (Remaining) Eligible Volume for CMUs following (or having followed) the Standard Prequalification Process; and

- the Fast Track Volume for CMUs following (or having followed) the Fast Track Prequalification Process.

~~104.~~125. Timing aspects related to the volume(s) determination for each Prequalification Process are defined in the following sections (from 5.4.1 to 5.4.7) and illustrated in annex 18.1.3.

~~105.~~126. Volumes and parameters used below to determine the volumes can evolve in time as per section 5.6.

~~106.~~127. The volumes determination process is ~~only started by ELIA when~~done in parallel with the review of the Prequalification File ~~is considered as "approved".~~following the process described in section 5.3.2.

5.4.1 Nominal Reference Power

5.4.1.1 Standard Prequalification Process and Fast Track Prequalification Process

~~107.~~128. In the context of a Standard Prequalification Process and the Fast Track Prequalification Process, the Nominal Reference Power of a Delivery Point:

- forms the basis to determine the Nominal Reference Power, the Reference Power, the (Remaining) Eligible Volumes and the Secondary Market (Remaining) Eligible Volume of the CMU in case the CMU participates to a Standard Prequalification Process; and

- forms the basis to determine the Fast Track Volumes of the CMU in case the CMU participates to a Fast Track Prequalification Process; and

- can evolve over time (see section 5.6); and

- ~~is:~~

  - can be determined ~~by ELIA~~ in ~~case~~different ways depending on certain characteristics of ~~a TSO grid -connected Existing~~ the Delivery Point ~~or CDS-connected Existing Delivery Point when the CDS is connected to~~and on the ~~TSO grid; or~~

  - ~~determined by~~ type of Prequalification Process, as detailed in the ~~concerned DSO (or by ELIA if the 2nd method is used) in case of a DSO grid connected Existing Delivery Point or CDS connected Existing Delivery Point when the CDS is connected to a DSO grid; or~~table below:

- declared by the CRM Candidate in case of a TSO grid -connected Additional Delivery Point or CDS-connected Additional Delivery Point when the CDS is connected to the TSO grid; or

- declared by the concerned DSO in case of a DSO grid -connected Additional Delivery Point or CDS-connected Additional Delivery Point when the CDS is connected to a DSO grid.

			Standard Prequalification Process	Fast Track Prequalification Process
Existing Delivery Point	TSO-connected or CDS-connected when the CDS is connected to the TSO	Delivery Point with Daily Schedule	*Determined by ELIA*	*Determined by ELIA*
		Delivery Point without Daily Schedule	*Determined by ELIA*	*Declared by the CRM Actor*
	DSO-connected or CDS-connected when the CDS is connected to a DSO	Expected or Fast Track NRP ≥ 5 MW	*Determined by the DSO*	*Determined by the DSO*
		Expected or Fast Track NRP < 5 MW	*Determined by the DSO*	*Declared by the CRM Actor*
Additional Delivery Point	TSO-connected or CDS-connected when the CDS is connected to the TSO	Delivery Point with Daily Schedule	*Declared by the CRM Actor*	*Declared by the CRM Actor*
		Delivery Point without Daily Schedule	*Declared by the CRM Actor*	*Declared by the CRM Actor*
	DSO-connected or CDS-connected when the CDS is connected to a DSO	Declared or Fast Track NRP ≥ 5 MW	*Communicated by the DSO*	*Communicated by the DSO*
		Declared or Fast Track NRP < 5 MW	*Communicated by the DSO*	*Communicated by the DSO*

5.4.1.1.1 Nominal Reference Power determination for Existing Delivery Points

108.129. The Nominal Reference Power for TSO grid, DSO grid and CDS-connected Existing Delivery Points is determined in accordance with this section.

109.130. When the Nominal Reference power is determined, a provisional Nominal Reference Power is first notified by ELIA or the related DSO to the CRM Candidate. If no contestation is raised or after a contestation procedure, the final Nominal Reference Power is notified to the CRM Candidate by ELIA or by the relevant DSO.

5.4.1.1.1.1 Methodologies used to determine a Nominal Reference Power

110.131. The Nominal Reference Power of a Delivery Point can be determined following threetwo possible methodologies:

- 1st method: use of historical data (section 5.4.1.1.1.1.1); or

- 2nd method: use of historical balancing results (section 5.4.1.1.1.2); or

- 3rd method: prequalification test (section 1.1.1.1.1.1.1).

To illustrate the 1st and the 3rd2nd method, graphs are available in annex 18.1.7.

5.4.1.1.1.1.1 1st method – Use of historical data

111.132. The 1st method, which consists in the use of historical data, can be used by ELIA or by the DSO in the following cases:

- prior to the first participation of a Delivery Point in ~~an Auction or to the Secondary Market~~the CRM to determine its provisional Nominal Reference Power; or

- to update the final Nominal Reference Power of a Delivery Point (as per section 5.6) upon the CRM Actor's, ELIA's or DSO's request.

To determine the provisional Nominal Reference Power using historical data, ELIA or the concerned DSO uses the quarter-hourly measurements over a period of time defined below:

- The period starts:

  • with the first injection or offtake into the grid if the Delivery Point is connected to it since less than twelve months before the end of the period specified below; or

  • twelve months before the ~~approval date~~end of the ~~Prequalification File (or of its change)~~period specified below if the Delivery Point is connected to the grid since more than twelve months before the end of this period.

- The period ends ~~at the approval~~five Working Days before the last day of the month before the submission date of the Prequalification File (or of its change).

~~112.~~133. This period of time is divided in time series of thirty-six hours (rolling-window). Each of these time series starts at 12:00 and ends the following day at 23:45.

Over each of these thirty-six hours, the Nominal Reference Power is determined as follows:

- for injection (a net injection has a negative value for the quarter-hourly measurements), it consists in the absolute value of the difference between the lowest quarter-hourly measurement and the minimum between the highest quarter-hourly measurement and zero;

- for consumption (a net offtake has a positive value for the quarter-hourly measurements) and for both injection and consumption, the Nominal Reference Power is determined by making the difference between the highest quarter-hourly measurement and the maximum between the Unsheddable Margin (communicated as part of the Prequalification File as per section 5.2.3.1.1) and the lowest quarter-hourly measurement.

~~113.~~ The highest value observed over all the periods of time ~~is then considered~~ (highest power variation observed between all the time series of thirty-six hours) or the maximum Nominal Reference Power included in the Grid User declaration or CDS User declaration, if applicable, whichever is lowest, is then considered to determine the provisional Nominal Reference Power of the related Delivery Point.

~~5.4.1.1.1.1.2~~ 2nd method – ~~Use of historical balancing results~~
~~114. The 2nd method, which consists of using the Manual Frequency Restoration Reserve (mFRR) historical balancing results, can be applied by ELIA only[14] in the following conditions:~~

~~[14] The CRM Actor can still select the 2nd method to determine the provisional Nominal Reference Power (or to update the final Nominal Reference Power) of a CMU if he has one or more DSO-connected Delivery Point(s) included in his CMU. In this situation, it is however ELIA and not the concerned DSO(s) that determines the provisional Nominal Reference Power of the CMU.~~

- the 2nd method is applicable at CMU level only;

- the 2nd method is not applicable for an Aggregated CMU that is the subject of an investment file submitted to CREG;

- in case of Aggregated CMU, the pool of Delivery Points forming it, is identical (including the metering requirements) to the pool used in the balancing service selected as reference;

- the Balancing Service Provider[15] related to the pool used in the balancing service selected as reference is the same as the CRM Actor;

The 2nd method can be used:

- to determine the provisional Nominal Reference Power of the CMU prior to the first participation of a CMU to an Auction or to the Secondary Market; or

- to update the final Nominal Reference Power of a CMU (as per section 5.6) upon the CRM Actor's, ELIA's or DSO's request.

115. To determine the provisional Nominal Reference Power, ELIA uses one of the three mFRR historical balancing results (chosen by the CRM Actor in his Prequalification File), namely:

- mFRR prequalification test; or

- mFRR activation; or

- mFRR availability tests.

116. The CRM Actor also provides in his Prequalification File, the date at which ELIA can extract the balancing results to evaluate the Nominal Reference Power of the CMU. This date is to be within a twelve-month period, which ends at the approval date of the Prequalification File (change).

5.4.1.1.1.3 5.4.1.1.1.1.2 ~~3rd method~~ Organization of a prequalification test

~~117.~~ 134. The ~~3rd~~ 2nd method, which consists in the organization of a prequalification test, can be used by ELIA or by the DSO in the following cases:

- prior to the first participation of a Delivery Point to ~~an Auction or to the Secondary Market~~ the CRM to calculate the provisional Nominal Reference Power; or

- in the case of some contestations[16] of the provisional Nominal Reference Power raised by the CRM Actor (section 5.4.1.1.1.2); or

- to update the final Nominal Reference Power of a Delivery Point (as per section 5.6) upon the CRM Actor's, ELIA's or DSO's request.

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[15] As defined in article 2(6) of EBGL and identified in the Terms and Conditions applicable to suppliers of balancing services for the Manual Frequency Restoration Reserve (mFRR).

[16] A contestation does not necessarily lead to a new determination of the Nominal Reference Power.

118.135. In case of a Delivery Point connected to the TSO grid or to a CDS itself connected to the TSO grid, the CRM Actor is required to provide ELIA with the following information (cf. Table 1 of section 5.2.2.1.1) at the latest) at least five Working Days prior to the test start date:

- the identification of the Delivery Point(s) being tested;

- the test date, which can start:

  - in case of a determination of a provisional Nominal Reference Power, within forty Working Days starting from the submission date of the Prequalification File (or of its change) in case of determination of provisional Nominal Reference Power;);

  - in case of a contestation of a provisional Nominal Reference Power, within five Working Days starting from the date of confirmation by ELIA that it has received the contestation and in any case no later than ten Working Days starting from the notification by ELIA of the provisional Nominal Reference Power.

119.136. In case of a Delivery Point connected to thea DSO grid or to a CDS itself connected to thea DSO grid, the communication of the test date is done through an adequate communication channel defined and communicated in advance by the DSO to the CRM Actor. The timing to respect for this test date is also decided by the DSO. The CRM Actor must agree with the DSO on the timings to be respected but these timings must still comply with the rules defined in § 135.

120.137. The provisional Nominal Reference Power, as determined by the 3rd2nd method, equals:

- for injection (a net injection is considered as a negative value for the quarter-hourly measurements), the absolute value of the difference between the lowest quarter-hourly measurement over the test duration and the minimum between the highest quarter-hourly measurement and zero;

- for consumption (a net offtake is considered as a positive value for the quarter-hourly measurements) and for both injection and offtake, the difference between the highest quarter-hourly measurement over the test duration and the maximum between the Unsheddable Margin (communicated as part of the Prequalification File as per section 5.2.3.1.1) and the lowest quarter-hourly measurement.

5.4.1.1.1.2 Nominal Reference Power notification and contestation

5.4.1.1.1.2.1 For Delivery Points connected to the TSO grid or to a CDS itself connected to the TSO grid

121.138. The provisional Nominal Reference Power is notified per Delivery Point (or per CMU in case of use of the 2nd method) by ELIA to the CRM Actor within forty-five Working Days starting from the submission date of the Prequalification File (or of its change).

122.139. The notified provisional Nominal Reference Power is the final Nominal Reference Power if no contestation is raised by the CRM Actor within fivefifteen Working Days starting from the notification date or if the CRM Candidate expressly approves the provisional Nominal Reference Power.

In case of contestation, the CRM Actor, within the above mentioned time period notifies his contestation to ELIA and indicates the reason of such contestation. Following this contestation and depending on the reasons given by the CRM Actor, ELIA may:

- request a (new)[17] prequalification test (following the same rules of section 1.1.1.1.1.1); or

- if the contestation does not require the holding of a (new) prequalification test, adapt the notified provisional Nominal Reference Power accordingly; or

- if the contestation does not require the holding of a (new) prequalification test and if ELIA rejects the reason for the contestation, confirm the provisional Nominal Reference Power as final.

The CRM Actor can contest a provisional Nominal Reference Power only once per Delivery Point and per notification of provisional Nominal Reference Power by ELIA.

123.140. If a (new) prequalification test is organized, the final Nominal Reference Power is the highest Nominal Reference Power obtained between the provisional Nominal Reference Power and the new Nominal Reference Power obtained following the contestation.

124.141. The final Nominal Reference Power is notified to the CRM Actor within ~~sixty~~seventy Working Days starting from the submission date of the Prequalification File (or of its change).

125.142. In case the CRM Actor wishes to contest the final Nominal Reference Power, he uses one of the recourse methods described in chapter 14.

5.4.1.1.1.2.2 For Delivery Points connected to a DSO grid or to a CDS itself connected to a DSO grid

126.143. The communication channel between a DSO and the CRM Actor as well as the timings to be respected to determine a Nominal reference Power are defined by the DSO and communicated to this CRM Actor.

127. ~~For the Delivery Points connected to a DSO or to a CDS itself connected to a DSO, the process to be followed for the notification and the contestation of a Nominal Reference Power depends on knowing whether the 2nd method has been selected by the CRM Candidate in his Prequalification File and on whether the provisional Nominal Reference Power is contested:~~

-144. ~~if the **2nd method is not chosen** to determine the Nominal Reference Power of the CMU:~~:

- the provisional and the final Nominal Reference Power(s) are determined by the concerned DSO(s);

- the communication between the DSO(s) and the CRM Actor includes the possible contestation of the provisional Nominal Reference Power(s);

- the final Nominal Reference Power(s) is (are) notified by the DSO(s) to ELIA within ~~forty-five~~sixty Working Days starting from the submission date of the Prequalification File[18] (or of

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[17] ~~In case the 1st or~~ In case the 1st method has been selected as part of the submission of the Prequalification File (or of its change), the CRM Actor needs to provide a date for the prequalification test for the first time. In case the 2nd method has been selected as part of the submission of the Prequalification File (or of its change), the CRM Actor needs to provide a ~~date for the prequalification test for the first time. In case the 3rd method has been selected as part of the submission of the Prequalification File (or of its change), the CRM Actor needs to provide a~~ new date for a prequalification test.
[18] As soon as a Prequalification File including a DSO-connected Delivery Point or a CDS-connected Delivery Point when the CDS is connected to a DSO, is submitted to ELIA, the concerned DSO will be notified of this submission by ELIA.

its change) related to the CMU. Such Prequalification File submission date is automatically communicated per email by ELIA to the relevant DSO as identified by the CRM Candidate in its Prequalification File.

- ~~if the **2ⁿᵈ method**~~ The final Nominal Reference Power ~~is **chosen** to determine the Nominal Reference Power of the CMU:~~

  - ~~the provisional Nominal Reference Power of the CMU is determined and~~ notified by ELIA ~~in accordance with the rules set out in § 121;~~

  - ~~the rest of the process depends on whether or not the provisional Nominal Reference Power is contested:~~

    - ~~when no contestation is raised by~~ to ~~the CRM Actor:~~

      - ~~the provisional Nominal Reference Power of the CMU becomes the final Nominal Reference Power of the CMU in accordance with the rules set out in § 122;~~

      - ~~there is no exchange of Nominal Reference Power between the CRM Actor and the DSO.~~

    - ~~when a contestation is raised but does not require the holding of a prequalification test:~~

      - ~~ELIA confirms the provisional Nominal Reference Power if she rejects the reason for the contestation;~~

      - ~~ELIA modifies the Nominal Reference Power in accordance with the contestation if she accepts the reason for the contestation.~~

    - ~~when a contestation is raised and requires one (or more[19]) prequalification test(s) in accordance with the rules set out in § 122:~~

      - ~~the prequalification test(s) is(are) performed by the DSO for each Delivery Point connected to the DSO grid (or to a CDS itself connected to the DSO grid);~~

      - ~~the communication between the DSO(s) and the CRM Actor does not include a possible contestation of the Nominal Reference Power;~~

      - ~~the Nominal Reference Power of each Delivery Point connected to a DSO grid or to a CDS itself connected to a DSO grid resulting of the prequalification test(s) is notified by the concerned DSO(s) to ELIA~~ within ~~sixty~~seventy Working Days starting from the submission date of the Prequalification File (or of its change~~) of the CMU. Such Prequalification File submission date is automatically communicated per email by ELIA to the relevant DSO, as identified by the CRM Candidate in its Prequalification File.~~

      - ~~the final Nominal Reference Power of the CMU is the highest Nominal Reference Power obtained between the provisional Nominal Reference Power of the CMU and the new Nominal Reference Power obtained following the contestation.~~

~~The final Nominal Reference Power is notified by ELIA to the CRM Actor within sixty Working Days~~

~~[19] Depending on whether the CMU is individual or aggregated.~~

~~starting from the submission date of the Prequalification File (or of its change).~~).

~~128.~~145. At the latest fifteen Working Days prior to the deadline for a DSO to determine and communicate to ELIA a final Nominal Reference Power, ELIA contacts the relevant DSO to get a status of the ongoing calculation.

~~129.~~146. In the event that the DSO does not communicate to ELIA ~~with~~ the final Nominal Reference Power within the above mentioned time periods, the concerned CMU will be considered by ELIA as "not prequalified" ~~(according to section 5.5.1).~~ if the CMU is following a Standard Prequalification Process and "rejected" if the CMU is following a Fast Track Prequalification Process.

~~130.~~147. If the CRM Actor wishes to contest the final Nominal Reference Power, it must use one of the recourse methods described in chapter ~~14.~~14.

5.4.1.1.2 Declared Nominal Reference Power for Additional Delivery Points in the context of the Standard Prequalification Process

~~131.~~148. For each Additional Delivery Point connected to the TSO grid or to a CDS itself connected to the TSO grid, the CRM Actor declares in his Prequalification File a Declared Nominal Reference Power.

~~132.~~149. For each Additional Delivery Point connected to a DSO grid or to a CDS itself connected to a DSO grid, the DSO ~~notifies~~communicates to ELIA, through adequate communication channels, the Declared Nominal Reference Power of this Delivery Point within ~~thirty-five~~sixty Working Days starting from the submission date of the Prequalification File (or of its change~~).~~) if no investment file for the CMU has been submitted to the CREG, or within forty-five Working Days otherwise.

No later than ~~ten~~fifteen Working Days before the deadline by which a DSO must ~~transmit~~communicate to ELIA the Declared Nominal Reference Power, ELIA will remind it of said deadline.

In the event that the DSO does not come back to ELIA with a Declared Nominal Reference Power within the above mentioned time period, the concerned CMU will be considered by ELIA as "not prequalified~~" (according to section 5.5.1).~~".

~~133.~~ ELIA then notifies this Declared Nominal Reference Power to the CRM Actor ~~either:~~

- ~~as part of the prequalification results notification in case the Additional CMU only contains Additional Delivery Points; or~~

~~-~~150. within ~~sixty~~seventy Working Days starting from the submission date of the Prequalification File (or of its change~~) in case the Additional CMU contains at least one Existing Delivery Point.~~).

~~134.~~151. If the CRM actor wishes to contest the final Nominal Reference Power, it must use one of the recourse methods described in chapter ~~14.~~14.

5.4.1.1.3 Nominal Reference Power in the context of the Fast Track Prequalification Process

152. As detailed in the table of the § 128, the Nominal Reference Power of a Delivery Point participating to a Fast Track Prequalification Process can be either:

-   determined by ELIA; or

-   declared by the CRM Actor; or

-   determined or communicated by the DSO.

153. When the Nominal Reference Power is to be determined by ELIA or by the DSO, the principles of sections 5.4.1.1.1 and 5.4.1.1.2.1 apply.

154. When the Nominal Reference Power is to be communicated by the DSO, the concerned DSO provides it to ELIA, through adequate communication channels, within sixty Working Days starting from the submission date of the concerned Prequalification File (or of its change).

   No later than ten Working Days before the deadline by which a DSO must communicate to ELIA the Fast Track Nominal Reference Power, ELIA will remind it of said deadline.

   In the event that the DSO does not come back to ELIA with a Fast Track Nominal Reference Power within the above mentioned time period, the Prequalification File of the concerned CMU will be "rejected" by ELIA.

155. When the Nominal Reference Power is to be declared by the CRM Actor, it is included in the related Prequalification File submitted to ELIA as Fast Track Nominal Reference Power. In this situation, ELIA reserves the right to overrule the Fast Track Nominal Reference Power as declared by the CRM Candidate and determine it itself or ask the DSO to do it (cf. section 5.3.3).

156. In any case, ELIA then notifies the Nominal Reference Power (whether it is determined by ELIA, declared by the CRM Actor or determined or communicated by the DSO) to the CRM Actor as part of the prequalification results notification.

157. If the CRM actor wishes to contest the notified final Nominal Reference Power, it must use one of the recourse methods described in chapter 14.

5.4.1.1.3 5.4.1.1.4 Nominal Reference Power determination for CMUs

135. 158. The Nominal Reference Power of a CMU can be determined by ELIA as soon as:

-   the final Nominal Reference Power of all Existing Delivery Points part of this CMU (or the final Nominal Reference Power of the each Existing Delivery Point part of this CMU in case the 2nd method is used) has been notified to the CRM Actor following the rules of section 5.4.1.1.1.2; and/or

-   the Declared Nominal Reference Power of all each Additional Delivery Points Point part of this CMU has been notified to the CRM Actor following the rules of section 5.4.1.1.2.

136. 159. To determine the Nominal Reference Power of a CMU that goes through the Standard Prequalification Process, ELIA sums up:

-   the Nominal Reference Power of each Existing Delivery Point part of the CMU if the CMU is an Existing CMU; or

-   the Nominal Reference Power of each Existing Delivery Point part of the CMU with the Declared Nominal Reference Power for each Additional Delivery Point part of the CMU if the CMU is an Additional CMU.

Associated Delivery Points are not taken into account in this calculation.

137.160. In case The Nominal Reference Power of a CMU that goes through the 2ⁿᵈ methodFast Track Prequalification Process is used,equal to the Nominal Reference Power of the CMU is already known at the moment of the final Nominal Reference Power notification by ELIA.as described in section 5.4.1.1.3.

5.4.1.2   Specific Prequalification Process

138.161. No Nominal Reference Power can be calculated by ELIA or a relevant DSO for a VCMU.

~~5.4.1.3   Fast Track Prequalification Process~~

139.   For Delivery Points which go through Fast Track Prequalification Process, the CRM Candidate declares in his Prequalification File, a Fast Track Nominal Reference Power. This volume serves as a basis to determine the Fast Track Volume (section 5.4.7).

140.   The accuracy of the Fast Track Nominal Reference Power si checked by ELIA as follows:

-   for CMUs with a Daily Schedule, ELIA applies the first method for determining the Nominal Reference Power (in accordance with the rules set out in § 100).

-   for CMUs without a Daily Schedule, the Declared Nominal Reference Power can be subject to audits (in accordance with the rules set out in § 100).

5.4.2 Opt-out Volume

141.162. The notification of an Opt-out Volume that is equal to the Nominal Reference Power of the related CMU is considered as a "full opt-out".", whereas the notification of an Opt-out Volume that is less than the Nominal Reference Power of the related CMU is considered as "partial opt-out".

163. The Opt-out Volume cannot be higher than the (Remaining) Eligible Volume divided by the Derating Factor.

142.164. The submission of an Opt-out Notification is done via the CRM IT Interface, per CMU and per Auction. In an Opt-out Notification, the CRM Actor is required to specify the information related to the Opt-out Volume that is relevant for the classification of the Opt-out Volume as described in section 5.4.2.2.

For informational purposes, templates with examples of questions that may arise in the context of an Opt-out Notification are provided in annexes 18.1.9 and 18.1.10.

143.165. ELIA transfers each year all submitted Opt-out Notifications to CREG as part of the Auction report.

144.166. Opt-out Volumes are published as described in §section 92216.4.1.

5.4.2.1 Opt-out Notification

5.4.2.1.1 Standard Prequalification Process

145.167. To declare an Opt-out Volume for a CMU that goes through a Standard Prequalification Process, the CRM Actor submits an Opt-out Notification and, if applicable, one or more adaptations thereof:

- as part of the Prequalification File submission (section 5.2.3.2); or

- as part of the submission of a Prequalification File change (section 5.6.3.2.2.2); or

- ~~within five Working Days starting from the notification of the final Nominal Reference Power of each Existing Delivery Point part of the CMU (or of the final Nominal Reference Power of the Existing CMU in case the 2nd method is used to determine the Nominal Reference Power) by ELIA (section 5.4.1.1.1.2)[20]; or~~

- after the prequalification results notification (section ~~5.5.1~~5.5) but at the latest at 6:00 am on the deadline defined in Article 7*undecies* § 10 al.3 of the Electricity Act ~~by 16:00~~; or

- as part of the Prequalification File renewal (section 5.6.1).

146.168. In case of an Opt-out Notification or an adaptation thereof as described in the ~~fourth~~third bullet in ~~paragraph~~§ 167, ELIA notifies to the CRM Actor the prequalification results adapted accordingly with the Opt-out Volume within one Working Day starting from the reception by ELIA of this (adapted) Opt-out Notification.

5.4.2.1.2 Specific Prequalification Process

147.169. A CRM Actor cannot declare an Opt-out Volume for a VCMU.

5.4.2.1.3 Fast Track Prequalification Process

148.170. For a CMU that goes through a Fast Track Prequalification Process, the CRM Actor declares a "full opt-out" and submits an Opt-out Notification as part of the Prequalification File (or of its change) submission (section 5.2.3.3).

An Opt-out Notification is also subject to an annual renewal as part of the Prequalification File renewal defined in section 5.6.1.

5.4.2.2 Classification of Opt-out Volumes

149.171. The purpose of the classification of Opt-out Volumes is to determine whether these volumes will contribute to adequacy during the Delivery Period to which the Opt-out Notification relates. Opt-out Volumes that are considered to contribute to adequacy are classified as 'IN', while Opt-out Volumes that are not considered to contribute to adequacy are classified as 'OUT'.

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[20] ~~As there is no Nominal Reference Power notification for an Additional Delivery Point, this opportunity to adapt his Opt-out Notification therefore does not arise for an Additional Capacity.~~

150.172. The consequences of the classification of Opt-out Volumes are described in the relevant chapters. Volume corrections with a view to determining the volume to be auctioned are described in section 6.3.1. Secondary Market implications are described in section 10.4.8.2.

5.4.2.2.1 Y-4 Auction

151.173. An Opt-out Volume related to a Y-4 Auction is classified as 'OUT' in case the Opt-out Notification submitted by the CRM Actor indicates that:

- the volume concerns additional ~~generation~~production or storage capacity as part of a "full opt-out", for which no Connection Contract was signed with ELIA or with the DSO, as applicable; or

- the volume concerns additional ~~generation~~production or storage capacity as part of a "full opt-out" and based on the information available in the Connection Contract signed with ELIA or with the DSO, as applicable, it appears that the capacity will not be available by the start of the Delivery Period to which the Opt-out Notification relates; or

- the volume concerns a "full opt-out" of a New Build CMU; or

- the volume is associated to a definitive closure or definitive structural reduction of capacity notification in accordance with article 4bis of the Electricity Act during the Delivery Period to which the Opt-out Notification relates; or

- the volume relates to a CMU that is associated to an SLA category as part of a "partial opt-out"; or

- the volume relates to an Energy Constrained CMU with Daily Schedule as part of a "partial opt-out"; or

- the volume is indicated as not contributing to adequacy during the Delivery Period to which the Opt-out Notification relates, being associated to the non-firm capacity as part of a connection with flexible access, referred to in Article 170 of the Federal Grid Code.

152.174. Opt-out Volumes related to a Y-4 Auction that are associated to volumes for which it is indicated in an EDS related to another CMU that these need to be decommissioned as a prerequisite for the realization of this other CMU, are classified as 'OUT' conditional upon the selection of a Bid related to this other CMU. As long as the aforementioned condition is not fulfilled, these Opt-out Volumes are classified as 'IN'.

175. ~~All~~Opt-out Volumes related to a Y-4 Auction as part of a "partial opt-out" that are not classified as 'OUT' in accordance with § 173, are classified as 'IN' conditional upon the selection of a Bid related to the same CMU to which also the Opt-out Volume relates. As long as the aforementioned condition is not fulfilled, these Opt-out Volumes are classified as 'OUT'.

153.176. Without prejudice to § 171, all other Opt-out Volumes related to a Y-4 Auction are classified as 'IN'.

5.4.2.2.2 Y-1 Auction

154.177. An Opt-out Volume related to a Y-1 Auction is classified as 'OUT' in case the Opt-out Notification submitted by the CRM Actor indicates that:

- the volume concerns additional ~~generation~~production or storage capacity as part of a "full opt-out", for which no Connection Contract was signed with ELIA or with the DSO, as applicable; or

- the volume concerns additional ~~generation~~production or storage capacity as part of a "full opt-out" and based on the information available in the Connection Contract signed with ELIA or with the DSO, as applicable, it appears that the capacity will not be available by the start of the Delivery Period to which the Opt-out Notification relates; or

- the volume concerns a "full opt-out" of a New Build CMU; or

- the volume is associated to a definitive closure or definitive structural reduction of capacity notification in accordance with article 4bis of the Electricity Act during the Delivery Period to which the Opt-out Notification relates; or

- the volume is associated to a temporary closure or temporary structural reduction of capacity notification in accordance with article 4bis of the Electricity Act during the Delivery Period to which the Opt-out Notification relates; or

- the volume relates to a CMU that is associated to an SLA category as part of a "partial opt-out"; or

- the volume related to an Energy Constrained CMU with Daily Schedule as part of a "partial opt-out"; or

- the volume is indicated as not contributing to adequacy during the Delivery Period to which the Opt-out Notification relates, being associated to the non-firm capacity as part of a connection with flexible access, referred to in Article 170 of the Federal Grid Code; or

- the volume is indicated as not contributing to adequacy during the Delivery Period to which the Opt-out Notification relates, provided that a motivational letter to support this indication is provided by the CRM Actor as part of its Opt-out Notification.

~~155.~~178. Opt-out Volumes related to a Y-1 Auction that are associated to volumes for which it is indicated in an EDS related to another CMU that these need to be decommissioned as a prerequisite for the realization of this other CMU, are classified as 'OUT' conditional upon the selection of a Bid related to this other CMU. As long as the aforementioned condition is not fulfilled, these Opt-out Volumes are classified as 'IN'.

179. ~~All~~Opt-out Volumes related to a Y-1 Auction as part of a "partial opt-out" that are not classified as 'OUT' in accordance with § 177, are classified as 'IN' conditional upon the selection of a Bid related to the same CMU to which also the Opt-out Volume relates. As long as the aforementioned condition is not fulfilled, these Opt-out Volumes are classified as 'OUT'.

~~156.~~180. Without prejudice to § 171, all other Opt-out Volumes related to a Y-1 Auction are classified as 'IN'.

5.4.3 Reference Power

~~157.~~181. The Reference Power of a CMU is made available as part of the prequalification results notification.

182. ELIA reserves the right to reduce the Reference Power of a CMU that is associated to a definitive closure or definitive structural reduction of capacity notification in accordance with article 4bis of the Electricity Act, to the extent that this information is not yet included in an Opt-out Notification related to this CMU.

~~158.~~183. ELIA does not calculate a Reference Power for:

- VCMUs because the CRM Candidate declares himself an Eligible Volume (as per section 5.4.4.2); and

- CMUs that go through the Fast Track Prequalification Process, the Opt-out Volume being automatically equal to the ~~Fast Track~~ Nominal Reference Power ("full opt-out") and the Reference Power being therefore equal to zero.

5.4.4 Eligible Volumes

5.4.4.1   Standard Prequalification Process

~~159.~~184. The Eligible Volume results from the application of a Derating Factor on the Reference Power of the CMU.

~~A~~This Derating Factor is characterized as follows:

- the category (among the derating categories or the SLA categories) is provided by the CRM Candidate as part of his Prequalification File ~~(section~~ and is related to the CMU's Delivery Point(s), excluding the Associated Delivery Point(s) (section 5.2.3.1); and

- the choice of category leads to two values: one to determine the Eligible Volume for the participation in a Y-1 Auction and another one to determine the Eligible Volume for the participation in a Y-4 Auction; and

- the values related to a category may evolve in time (as detailed in section 5.6.3.2.1).

185. ~~During a Prequalification Process, two (four for a~~For an Aggregated CMU with one (or more) Associated Delivery ~~Points)~~Point(s), the Associated Eligible ~~Volumes~~Volume is calculated as the result of the application of a Derating Factor on the Reference Power of the CMU, minus the Eligible Volume of the CMU.

This Derating Factor is characterized as follows :

- the category (among the derating categories or the SLA categories) is provided by the CRM Candidate as part of his Prequalification File and is related to the CMU's Delivery Point(s), including the Associated Delivery Point(s) (section 5.2.3.1); and

- the choice of category leads to two values: one to determine the Associated Eligible Volume for the participation in a Y-1 Auction and another one to determine the Associated Eligible Volume for the participation in a Y-4 Auction; and

- the values related to a category may evolve in time (as detailed in section 5.6.3.2.1).

186. During a Prequalification Process, two Eligible Volumes and additionally two Associated Eligible Volumes in case the CMU is an Aggregated CMU with one (or more) Associated Delivery Point(s), are communicated by ELIA as part of the prequalification results notification (as detailed in section 5.5.1): one for a participation in a Y-1 Auction and another one 5.5):

160. one Eligible Volume and one Associated Eligible Volume for a participation in a Y-41 Auction.; and

- one Eligible Volume and one Associated Eligible Volume for a participation in a Y-4 Auction.

5.4.4.2   Specific Prequalification Process

161.187. A CRM Candidate who is prequalifying a VCMU is invited to declare an Eligible Volume as part of the Prequalification File submission.

5.4.4.3   Fast Track Prequalification Process

162.188. There is no Eligible Volume to determine for a CMU which goes through a Fast Track Prequalification Process as the Reference Power of the CMU is always equal to zero.

5.4.5 Remaining Eligible Volumes

163.189. A Remaining Eligible Volume (and Remaining Associated Eligible Volume) is determined by ELIA as a consequence of one or more of the following events (as illustrated in annex 18.1.8):

- A Capacity Provider may be contracted for a volume lower than his Eligible Volume (or Associated Eligible Volume) in the Primary Market; and/or

- The Derating Factors can be updated on a yearly basis.

As soon as a CMU with Associated Delivery Points is prequalified or as soon as a Transaction has been made with a CMU via the Primary Market and/or the Secondary Market, the Remaining Eligible Volume defines, and/or Remaining Associated Eligible Volume in case of an Aggregated CMU with one (or more) Associated Delivery Point(s), define the maximum volume that can be contracted in an Auction.

164.190. The Remaining Eligible Volume for a specific Transaction Period in the future represents the maximum between zero and the difference between the last updated Eligible Volume of the CMU and the maximum Total Contracted Capacity of this CMU over the related Transaction Period (it corresponds to one or more Delivery Period(s) for which the CRM Actor wants to identify a Remaining Eligible Volume).

Two Remaining Eligible Volumes are always determined and made available for the CRM Actor in the CRM IT Interface: one for a participation in a Y-1 Auction and another one for a participation

in a Y-4 Auction.

191. For an Aggregated CMU with one (or more) Associated Delivery ~~Points, a~~ Point(s), the Remaining Associated Eligible Volume ~~is determined as of the first~~for a specific Transaction Period~~. This Remaining Eligible Volume corresponds to~~ in the ~~CMU's Reference Power multiplied by~~future represents the ~~deviation~~maximum between zero and the ~~Derating Factor~~difference between the last updated Eligible Volume plus Associated Eligible Volume of the CMU and ~~its Associated Delivery Points and the Derating Factor of~~ the maximum Total Contracted Capacity of this CMU ~~(without its Associated Delivery Points).~~over the related Transaction Period, minus the Remaining Eligible Volume of this CMU over the related Transaction Period.

5.4.6 Secondary Market (Remaining) Eligible Volume

~~165.~~192. The Secondary Market (Remaining) Eligible Volume of a CMU is only determined for Prequalified CMUs which are Existing CMUs.

~~166.~~193. As detailed in section ~~5.5.1~~5.5, the Secondary Market Eligible Volume is communicated by ELIA to the CRM Candidate as part of the prequalification results notification. The Secondary Market Remaining Eligible Volume is not notified as part of the prequalification results notification but is made available for the CRM Actor in the CRM IT Interface.

~~167.~~194. The Secondary Market Eligible Volume for a specific period of time equals the Secondary Market Remaining Eligible Volume for this period of time as long as no Transaction (via the Primary Market or the Secondary Market) has been made for a Transaction Period corresponding to (or overlapping) that same period of time.

More information on the determination of the Secondary Market (Remaining) Eligible Volume can be found in section 10.4.8.

5.4.7 Fast Track Volume

~~168.~~195. The Fast Track Volumes result from the application of a Derating Factor on the ~~Fast Track~~ Nominal Reference Power ~~(both provided by~~of the ~~CRM Candidate during the Prequalification Process according to the section5.2.2.3).~~CMU.

As two values will be associated to the category chosen for a Derating Factor, there are two Fast Track Volumes: one related to the Y-1 Auction and another one related to the Y-4 Auction.

Such volumes are communicated by ELIA as part of the prequalification result notification (section 5.5).

5.5 PREQUALIFICATION RESULTS NOTIFICATION

~~5.5.1 Standard Prequalification Process & Specific Prequalification Process~~

~~169.~~196. A notification providing the results ~~linked to a Standard Prequalification Process, to a~~ of~~Specific Prequalification Process or to a change impacting~~ the Prequalification File submission (or of its

change) of a CMU is sent by ELIA to the CRM Actor, only if the Prequalification File is considered as "approved" (according to ~~§ 88~~section 5.3.2) and after the volumes have been determined (according to section 5.4).

~~170.~~197. In case of an "approved" Prequalification File, the notification contains at least the following data depending on the CMU's status and the type of procedure in which the CMU is participating:

~~Status of the CMU~~	Fast Track Prequalification Process	Standard Prequalification Process		Specific Prequalification Process
		Existing CMU	Additional CMU	~~Virtual~~
The Nominal Reference Power of the CMU	X	X	X	
The Reference Power of the CMU		X	X	
The Opt-out Volume of the CMU		X	X	
The Eligible Volumes of the CMU		X	X	X
The Secondary Market Eligible Volume of the CMU		X		
~~The date of the first quarterly report that is to be sent to ELIA (in case of awarded volume at forthcoming Auction)~~ The Fast Track Volumes of the CMU	X	~~X~~		

Table 4: Information communicated during the prequalification results notification

~~171.~~198. In the event of an Aggregated CMU with one (or more) Associated Delivery ~~Points, a list of~~ Point(s), the Associated ~~Delivery Points~~Eligible Volumes of the CMU will also be appended to the ~~notification of that CMU's~~ prequalification results notification.

~~172.~~ The results are communicated by ELIA to the CRM Actor, via the CRM IT Interface~~:~~

~~-~~199. , within maximum seventy Working Days starting from the submission date of the Prequalification File (or of its change)~~ in case of Standard Prequalification Process and in case the CMU includes at least one Existing Delivery Point; or~~).

~~- within maximum forty-five Working Days starting from the submission date of the Prequalification File (change) in case of Standard Prequalification Process and in case there are only Additional Delivery Points included in the CMU; or~~

~~- within maximum thirty-five Working Days starting from the submission date of the Prequalification File (change) in case of Specific Prequalification Process.~~

In any case, for each Prequalification File (or change to a Prequalification File) submitted to ELIA at the latest by the deadline defined in article 7*undecies* § 8 al. 7 of the Electricity Act, ELIA communicates the prequalification results no later ~~that~~than:

- September 15 of the same year when no investment file has been submitted to CREG;

- September 1 of the same year when an investment file has been submitted to CREG.

The timings applicable to the different types of processes can also be found in annex 18.1.3.

173.200. From the moment ~~when at least~~ one of his CMUs _having participated to a Standard Prequalification Process or to a Specific Prequalification Process_ is successfully prequalified (meaning that the related Prequalification File is "approved" and the prequalification results have been communicated to the CRM Candidate), the CRM Candidate becomes a "Prequalified CRM Candidate" with access to the Primary Market and the Secondary Market (only as Seller of Obligation for an Additional CMU and a Virtual CMU).

201. The prequalification results notification for a CMU participating to a Fast Track Prequalification Process does not grant the CMU and the CRM Candidate with a "prequalified" status. No access is given for this CMU to the Primary Market or the Secondary Market.

174.202. If the CRM Actor wishes to contest the prequalification results, he must use one of the recourse methods described in chapter 14.

175.203. In case of a "rejected" Prequalification File, the rules of ~~§~~section ~~88~~5.3.2 apply.

5.5.2 Fast Track Prequalification Process

176. ~~A notification providing the results linked to a Fast Track Prequalification Process, in case of an "approved" Prequalification File only (according to § 88), is provided by ELIA to the CRM Actor within maximum forty-five Working Days starting from the submission date of the Prequalification File (change). This notification is expected to contain the following data:~~

- ~~the Fast Track Nominal Reference Power of the CMU;~~

- ~~the Fast Track Volumes of the CMU.~~

177. ~~This notification does not grant the CMU with a "prequalified" status.~~

5.6 EVOLUTION IN TIME OF THE INFORMATION SUBMITTED

5.6.1 Renewal of CMU's prequalification

178.204. Each year, five Working Days after the publication of the Functioning Rules ~~for the Capacity Remuneration Mechanism~~ (in application of article 7_undecies_ § 12 al. 4 of the Electricity Act), ELIA sends a notification to any CRM Actor ~~that has already submitted one or more Prequalification File(s) to ELIA to ask him to confirm that his Prequalification File is still compliant with the requirements of section 5.2 and that the information it contains, is still accurate. The CRM Actor, at the latest on the deadline defined in article 7undecies § 8 al. 5 of the Electricity Act, either~~:

- ~~confirms that his Prequalification File is still compliant; or~~

- ~~indicates that his~~who owns a CMU related to a Capacity Contract linked to a Delivery Period to come; and/or

- having submitted a Prequalification File (rejected, approved or prequalified) the year before via one of the three types of Prequalification Process if only a Y-4 Auction is organized in the year concerned; and

- having submitted a Prequalification File (rejected, approved or prequalified) four years ago via the Fast Track Prequalification Process or the Standard Prequalification Process if a Y-4 Auction and a Y-1 Auction are organized in the year concerned.

205. As a Prequalification File always concerns one Delivery Period at a time, from the notification set in §204 and until the deadline defined in article 7*undecies* § 8 al. 5 of the Electricity Act at the latest, the CRM Actor must indicate to ELIA whether all his Prequalification Files:

- concerned by a Capacity Contract linked to a Delivery Period to come, are still compliant for their respective Transaction Period; and

- not concerned by a Capacity Contract and submitted one year ago via one of the three types of Prequalification Process:

  • will be used to allow the related CMU to participate to the Y-1 Auction or the Y-4 Auction; and

  • are still compliant; and

- not concerned by a Capacity Contract and submitted four years ago via the Fast Track Prequalification Process or the Standard Prequalification Process:

  • will be used to allow the related CMU to participate to the Y-1 Auction; and

  • are still compliant.

– In case a Prequalification File is no longer compliant ~~by submitting~~, the CRM Actor must submit an updated Prequalification File within the timings specified in §205 and with the required updated data and documents in accordance with the processes of ~~§~~section ~~187~~1.

~~179.~~206. In the event that no answer is provided by the CRM Actor within the above mentioned time period~~, one of the~~ (as per §205), the following ~~situations~~ applies:

- ~~if the related CMU prequalified from a Standard Prequalification Process, the CMU is automatically considered as "prequalified" with an Opt-out Volume equal to zero MW. In the event of a CMU with Associated Delivery Points, the list of Associated Delivery Points is not taken into account and the Derating Factor will once again become that of the CMU without Associated Delivery Points; or~~

- ~~if the related VCMU prequalified from a Specific Prequalification Process, the VCMU is automatically considered as "prequalified"; or~~

- ~~if the related CMU went through a Fast Track Prequalification Process, the CMU is considered as "rejected" and the situation is reported by ELIA to the FPS Economy.~~

Type of Prequalification Process followed one (or four) year(s) ago		
Standard	Specific	Fast Track

CMU status	Rejected	For the Delivery Period concerned by the Auction organized the year of ELIA's notification (as per §205), the Prequalification File is: - archived if no Prequalification File was ever created for the above-mentioned Delivery Period; or - rejected if a Prequalification File was created for the above-mentioned Delivery Period.

Approved				
Prequalified	For the Delivery Period concerned by the Auction organized the year of ELIA's notification (as per §205), the Prequalification File is not considered.	For the Delivery Period concerned by the Auction organized the year of ELIA's notification (as per §205), the Prequalification File is not considered.	NA	
Contracted			NA	

207. For the Capacity of the CMU for which a Capacity Contract has been signed prior to the entry into force of new prequalification requirements, the compliance is to be assessed taking to account the prequalification requirements which were applicable at the moment of the prequalification based on which the Capacity Contract has been signed.

5.6.2 Automatic updates performed by ELIA

180. 208. ELIA updates automatically some information in a Prequalification File in the situations described below and if applicable, upon the notification by the relevant entity or publication of the changes referred to in these situations.

181. 209. In case of automatic update, ELIA will notify the CRM Actor of said update within five Working Days of the update.

182. 210. From this notification, the CRM Actor has ten Working Days to contest the change. The change becomes valid for the forthcoming Transaction(s) only if the CRM Actor confirms his agreement with the change or if he raises no contestation within ten Working Days as of the notification. If the CRM Actor contests the change, he must use one of the recourse methods described in chapter 14.

183. 211. Regardless of the automatic updates that can be performed by ELIA, it remains the CRM Actor's sole responsibility to timely update the required data of his Prequalification File and to maintain the compliance of his Prequalification File with the legislation in force.

184. 212. An automatic update to a Prequalification File performed by ELIA does not in any way impact the obligations linked to a Contracted Capacity and their associated parameters listed in the annex A of the Capacity Contract.

213. The automatic updates performed by ELIA do not impact existing Capacity Contracts.

5.6.2.1 Volumes update

185. 214. Each volume related to a Prequalified CMU or to a CMU that went through a Fast Track Prequalification Process and has an "approved" Prequalification File, is automatically updated by ELIA according to the rules of:

- section 5.4.4 for the Eligible Volumes; and/or

- section 5.4.5 for the Remaining Eligible Volumes; and/or

- section 5.4.6 for the Secondary Market (Remaining) Eligible Volume; and/or

- section 5.4.7 for the Fast Track Volume.

186.215. The three following possibilities indicate how these volumes may be impacted over time:

- an evolution of the **Derating Factors**:

  The volumes are automatically updated for the forthcoming Auctions in accordance with the values of the Derating Factors determined each year in application of article 7undecies § 6 of the Electricity Act.

- an adaptation of the **DSO-CRM Candidate Agreement** by the DSO:

  ~~For DSO-connected Delivery Points or CDS-connected Delivery when the CDS is connected to a DSO grid, the DSO-CRM Candidate Agreement signed before the Prequalification Process as per § 73 may be adapted by the DSO with the agreement of the CRM Actor in time. In such circumstances, the Nominal Reference Power communicated to ELIA during the Prequalification Process may be updated according to the new version of the DSO-CRM Candidate Agreement. In this situation~~In this situation and whenever relevant, the concerned DSO contacts ELIA through an adequate communication channel to notify the update of the Delivery Point's Nominal Reference Power. The different volumes are adapted by ELIA accordingly. In the specific case where a Delivery Point is no longer tied to a CRM Candidate-DSO Agreement or where the related Nominal Reference Power becomes equal to zero, the CRM Candidate is asked by ELIA to remove the related Delivery Point from the Prequalification File (following the rules of section 5.6.3.2.2.1).

- ~~The~~the determination by ELIA of a **Missing Capacity**:

  The Availability Monitoring results may result in the determination of a Missing Capacity. The Missing Capacity, after application of the contestation procedure (section 9.6.3), can lead to an automatic adaptation of the different volumes in accordance with the rules of the section 9.6.1.

5.6.2.2 Capacity Category and Capacity Contract Duration update

187.216. When CREG reclassifies the CMU into a lower Capacity Category (in the event that the Capacity Provider entered into a Capacity Contract Duration covering more than one Delivery Period), in application of the Royal Decree on Investment Thresholds and Eligibility Criteria for Investment Costs, the Capacity Category and the Capacity Contract Duration are adapted accordingly within three Working Days after the updated Capacity Category has been communicated by CREG to ELIA.

5.6.3 Updates performed by the CRM Actor

5.6.3.1 Evolution of CRM Actor's application form

188.217. A CRM Actor is entitled, at any time to modify data or documents as initially provided in his application form. To do so, the CRM Actor cannot do it via the CRM IT Interface but is asked to directly contact ELIA by e-mail (customer.crm@elia.be).(customer.crm@elia.be).

5.6.3.2 Evolution of CRM Actor's Prequalification File

5.6.3.2.1 General principles

189.218. Any change of the Prequalification File submitted by a CRM Actor is provided with a date of entry into force. If the CRM Actor does not provide a date of entry into force to ELIA, the change enters into force at the prequalification results notification date.

190.219. The CRM Actor may make – within the limitations set beneath – all types of Prequalification File changes as long as the requirements of §section 621 are met.

191.220. In the event that a CMU is related to a Capacity Contract, those changes will not affect under any circumstances the obligations (linked to the Contracted Capacity and the associated parameters listed in annex A to the Capacity Contract) and respect the following requirements:

- a Delivery Point can only be added to the CMU if it is an Existing Delivery Point; and

- the declaration of "Energy Constrained CMU" (or "Non-energy Constrained CMU") by the Capacity Provider in the related Prequalification File remains valid and is not influenced by the new Delivery Point.

192.221. No Delivery Point can be added to a CMU that is linkedrelated to a Capacity Contract Duration covering more than one Delivery Period (cf. Royal Decree on the determination of the Investment Thresholds and Eligibility Criteriathe eligibility criteria for the Investment Costs).

193.222. A Delivery Point can replace another one into a CMU that is linked to a Capacity Contract Duration covering more than one Delivery Period as long as:

- the Capacity Category of this replacement Delivery Point is not lower than the remaining Capacity Contract Duration of the Contracted Capacity at the time of the change submission; and

- the replacement Delivery Point is not the subject of a current Capacity Contract; and

- the CO_2 emission of the new (Aggregated) CMU does not exceed the CO_2 emissionemissions calculated (as per Regulation (EU) 2019/943) for the related CMU during the Prequalification Process; and

- the current status of the CMU is not subject to change.

194.223. To participate in the forthcoming Auction, the deletion of one or more Delivery Point(s) that is/are part of the Aggregated CMU for which an investment file has already been submitted to CREG is only possible if introduced by the CRM Candidate or Prequalified CRM CandidateActor prior to August 20 of the year of Auction.

In this situation, the CRM CandidateActor may also submit ato ELIA one (or more) new

Prequalification File(s) to ELIA bearing in mind), including only the deleted Delivery Point(s)[21], until August 25 of the year of Auction. ELIA will finalize the Prequalification Process of this(those) new file(s) within a maximum of five Working Days, starting from the submission date of the new Prequalification File.

195.224. No change is accepted by ELIA on an on-going contract related to a VCMU.

196.225. For his CMU to be considered as valid for a forthcoming Transaction, it is the responsibility of the CRM Actor:

- to remain compliant with the law in force; and

- to keep the accuracy and the relevancy over time of all information included in the related Prequalification File; and

- to submit any change to the related Prequalification File within the timing defined in paragraph§ 79.

It is up to the CRM Actor to take due account of the modifications of official documents that can have an impact on the Prequalification File.

5.6.3.2.2 Possible types of changes

197. To respect the conditions stated in paragraph 196, the CRM Actor may have to modify the information included in his Prequalification File (information related to the CMU and/or to the Delivery Point).

5.6.3.2.2.1 Update linked to a Delivery Point

198.226. A CRM Actor asks for an update of the information in his Prequalification File linked to a Delivery Point, whenever needed as long as he respects the requirements of Table 1 (section 5.2.2.1.1) and section 5.6.3.2.1.

199.227. The possible updates for a Delivery Point are the following:

- **Delivery Point addition:** Without prejudice to the rules set out in § 192,section 5.6.3.2.1, the CRM Actor can add one or more Delivery Point(s) into a CMU, regardless of its status (Existing Delivery Point or Additional Delivery Point).

- **Delivery Point deletion:** Without prejudice to the rules set out in § 194196section 5.6.3.2.1, the CRM Actor can delete one or more Delivery Point(s) from a CMU, regardless of its status (Existing Delivery Point or Additional Delivery Point). However, in the event that the CMU is

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[21] In case the deleted Delivery Points are legally obliged to pre-qualify (cf. article 7undecies, § 8, al. 2 of the Electricity Act), ELIA gives the CRM Actor the possibility to submit one (or several) new Prequalification File(s) including this(those) Delivery Point(s).

related to a Capacity Contract, the deletion of all Delivery Points which are part of this CMU does not lead to a deletion of the related Prequalification File.

- **Delivery Point transfer:** In the event a CRM Actor plans to transfer his Delivery Point to another CRM Actor or to another of his CMUs, the Delivery Point in question is added to the CMU of its new holder or to the CMU in question after having been deleted ~~by~~from the initial CMU. The transfer is therefore the combination of two actions: first the Delivery Point deletion from a Prequalification File and then his re-creation in a new one[22]. The Delivery Point ID must remain the same throughout the transfer (according to section ~~5.7.1.2~~2.6.2.1).

- **Delivery Point data modification:** ~~The~~Without prejudice to the rules set out in section 5.6.3.2.1, the CRM Actor may modify the data related to a Delivery Point. The data that may be edited are those listed in the Table 1 ~~of section 5.2.2.1.1~~ for Standard Prequalification Files and the Table 3 ~~of section 5.2.2.3~~ for Fast Track Prequalification Files. In the context of the modification of a Delivery Point, the CRM Actor can also trigger the re-calculation of a Nominal Reference Power[23] in accordance with the 1st, ~~2nd or 3rd~~2nd method.

5.6.3.2.2.2 Update linked to a CMU

~~200.~~228. A CRM Actor may ask for an update of the information in his Prequalification File linked to ~~a~~the CMU, whenever needed, as long as he respects the conditions of the Table 2 ~~in~~and section ~~5.2.2.2.1~~5.6.3.2.1.

~~201.~~229. The possible updates for a CMU are the following:

- **CMU archiving:** The CRM Actor has the possibility to archive a CMU by archiving the Prequalification File of the CMU, regardless of its status (Existing CMU, Additional CMU or Virtual CMU). An archiving can be performed even during the review of the Prequalification File by ELIA to interrupt a Prequalification Process. In the event that the CRM Actor archives his CMU because he does not want to participate in the Service anymore, he follows a Fast Track Prequalification Process with the related CMU if necessary to comply with the requirement mentioned in article 7*undecies*, § 8, al. 2 of the Electricity Act . If a CMU is linked to an ongoing Capacity Contract, its related Prequalification File cannot be archived for the purposes of the pre-delivery control during the Pre-delivery Period and the Availability Monitoring during the Delivery Period. A "rejected" Prequalification File specifically can also be archived by ELIA if no action has been registered by the CRM Candidate during the six months starting from the first Prequalification File submission date.

- **CMU transfer:** In the event a CRM Actor plans to transfer its Prequalified CMU to another CRM Actor, the latter is required to restart a new Prequalification Process once the CMU has been archived by its original holder. The transfer is therefore the combination of two actions: first the CMU archiving from a Prequalification File and then its re-creation in a new file.

- **CMU data modification:** The CRM Actor may modify the data related to a CMU in a Prequalification File. The CRM Actor ~~has~~ also has the possibility to do a Fast Track

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[22] ELIA reserves also the right to delete a Delivery Point – following an agreement with the concerned Grid User – if the deletion by the initial user was not done within reasonable timings.
[23] The adaptation of a Nominal Reference Power is triggered by the CRM Actor himself. There is no automatic and periodic re-calculation planned by ELIA. However, if ELIA (or the DSO) observes significant differences between the parameters of a Prequalification File and the reality, the correction of these data can be requested to the CRM Actor.

Prequalification Process with a (Prequalified) Existing CMU or with a (prequalified) Existing Delivery Point. As the Fast Track Prequalification Process can only include one Delivery Point, each Delivery Point part of the CMU that follows the Fast Track Prequalification Process is split into different Prequalification Files. A CMU which followed a Fast Track Prequalification Process can also follow a Standard Prequalification Process. To do so, the CRM Candidate archives his fast track Prequalification File and creates a new CMU following the Standard Prequalification Process.

5.6.3.3 Review of the information submitted

202.230. ELIA reviews the change(s) by following the same procedure as for the review of the information submitted for a new Prequalification File (as detailed in §section 885.3.2).

5.6.3.4 Volumes determination

203.231. Once In parallel with the review of the information submitted in the Prequalification File gets its "approved" status, in accordance with the rules set out in section 5.3.2, ELIA proceeds with the volumes determination process in accordance with the rules set out in section 5.3.2 as follows:

- for a CMU related to a **Standard Prequalification Process**:

  - in case (at least one of) the change(s) requires a new Nominal Reference Power for an Existing Delivery Point, ELIA determines and notifies this Nominal References Power by following the process and timings of section 5.4.1.1.1. ELIA determines the other **or to a Fast Track Prequalification Process**, if applicable, the volumes are determined as per section 5.4.;

    - in case the change(s) do(es) not induce any new Nominal Reference Power for the Existing Delivery Point(s), ELIA determines the other applicable volumes as per section 5.4.

- for a CMU related to a **Specific Prequalification Process**:, as there is no volume to calculate for a VCMU, this process does not apply.

  - for a CMU related to a **Fast Track Prequalification Process**: in case a CRM Actor changes his Fast Track Nominal Reference Power, ELIA determines the new Fast Track Volume as per section 5.4.7.

5.6.3.5 Prequalification results notification

204.232. ELIA notifies the results of the change(s) by following the same procedure as for the prequalification results notification for a new Prequalification File (as detailed in section 5.5).

205.233. From this notification, the change(s) come(s) into effect from either:

- the prequalification results notification in case no date of entry into force was submitted by the CRM Actor; or

- the date of entry into force in case a date of entry into force was submitted by the CRM Actor.

The new volumes are effective for the future Transactions taking place after the change has entered into force.

5.7 PREQUALIFICATION MODULE OF THE CRM IT INTERFACE

206. The prequalification module of the CRM IT Interface is a web based application.

207. Access to the prequalification module of the CRM IT Interface is granted to all Capacity Holders at the latest by May 15, 2021.

5.7.1 Identification codes

208.1. To facilitate the communication between all the actors of the CRM, ELIA generates various IDs and makes them accessible for the CRM Actor via the CRM IT Interface.

5.7.1.1 User ID

209. Once the application form is approved by ELIA, each person mentioned in the "contact details" of the application form receives a user ID by e-mail and is asked to create a password. This ID and password allow the user to access the CRM IT Interface.

5.7.1.2 Delivery Point ID

5.7.1.2.1 General requirements

210.1. If a Delivery Point participates for the first time to a Prequalification process, a corresponding ID is generated by the CRM IT Interface. This ID does not evolve along with the Delivery Point's status evolution and remains the same regardless of the CRM Actor to whom it belongs. As a consequence, when it is not the first time that a Delivery Point participates to a Prequalification process, the ID of the Delivery Point is provided to ELIA by the CRM Actor himself.

211.1. If the CRM Actor does not know if the Delivery Point already participated to a Prequalification Process and/or does not know the ID of this Delivery Point[24], he has the responsibility to ask for it to one of the following actors before including the Delivery Point in his Prequalification File:

   - the Grid User in case of TSO-connected or DSO-connected Delivery Point; or

   - the CDS User in case of CDS-connected Delivery Point.

212.1. If the Grid User or the CDS User indicates to the CRM Actor that the Delivery Point participates to a Prequalification Process for the first time, the CRM Actor includes a requires the generation of an ID during the inclusion of the Delivery Point in the related Prequalification File. To do so, there is not necessarily a need to submit the Prequalification File to ELIA; only the inclusion and saving of the Delivery Point in the CRM IT Interface is necessary. Once included and saved, the Delivery Point's ID is visible in the CRM IT Interface.

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[24] And therefore if the CRM Actor is not the Grid User or the CDS User of the Delivery Point.

Then, it is the responsibility of the CRM Actor to communicate this ID to the Grid User or to the CDS User in order for them to include it in the Grid User Declaration or the CDS User Declaration.

213.1. If the Grid User or the CDS User indicates to the CRM Actor that the Delivery Point already participated to a Prequalification Process, the corresponding ID is then communicated to the CRM Candidate who, in turn, provides it to ELIA when including the Delivery Point in the related Prequalification File.

5.7.1.2.2 Additional requirements for Delivery Points connected to a DSO grid or to a CDS itself connected to a DSO grid

214. To meet the specific requirements that a DSO may have, the communications between a DSO and the CRM Actor regarding a Delivery Point connected to a DSO grid or to a CDS itself connected to a DSO grid are initiated by the CRM Actor before the submission of the Prequalification File which includes the Delivery Point.

215. To initiate those communication, the CRM Actor needs the Delivery Point's ID. To get this ID, the process of section 5.7.1.2.1 applies.

5.7.1.3 CMU ID

216. Each time a new CMU is created in the CRM IT Interface, a corresponding ID is generated by the CRM IT Interface.

5.7.1.41.1.1.1 Project ID

217.1. The project ID is the reference used in the communication between the CRM Actor, ELIA and the CREG regarding the investment file.

218.1. As soon as a CRM Actor submitted (or intends to submit) an investment file to the CREG for his CMU and as part of his Prequalification File, he either asks to generate a project ID on the CRM IT Interface or provides one. Indeed, in the event that more than one CMUs are linked to a same investment file (e.g. Linked Capacities), the CRM Actor creates a project ID via the CRM IT Interface only once; this is done via the first submitted CMU. Then, in the Prequalification File of the other CMU(s), the CRM Candidate provides the project ID received in the first submitted CMU.

5.7.2 IT problems with the prequalification module

219. In the event that the CRM Actor identifies a problem when submitting information to ELIA via the CRM IT Interface during a Prequalification Process, the procedures detailed in section 15.3 apply.

5.85.7 NOTIFICATION TO THE CREG

5.8.1 Prequalification File creation

220.234. If the CRM Candidate notified ELIA of his intention to introduce an investment file, ELIA communicates specific information to the CREG at the following times:

- from the submission date of the Prequalification File in which it is indicated that the CMU is linked to ~~an~~one (or more) investment file ~~(or more~~(s); and

- ~~within three Working Days as of~~from the notification to the CRM Candidate of the rejection of ~~the~~his Prequalification File; and

- from the notification of the final Nominal Reference Power of each Delivery Point part of the CMU to the CRM Candidate; and

- from the results notification of the Prequalification Process by ELIA to the CRM Candidate – and no later than September 1 of the year in which an Auction is organized for a Prequalification File submitted ~~before~~at the latest on June 15 of the same year.

~~221.~~235. In case of ~~problem~~problems with the automatic data exchange between CREG and ELIA, ELIA communicates the required information per email, within three Working Days starting from ~~Prequalification File submission date, Nominal Reference Power notification date or Prequalification results notification date.~~the four moments defined in § 234.

The information communicated by ELIA per CMU are summarized in the following table:

	From the Prequalification File submission date	From the Prequalification File rejection date	From the final Nominal Reference Power notification	From the prequalification results notification
ID of the CRM Candidate	X	X	X	X
Legal status of the company	X			
Company name / CRM Candidate name	X			
Company address / CRM Candidate address	X			
Contact details (the person who will be the point of contact for the CREG)	X			
Project ID	X	X	X	X
CMU ID	X	X	X	X
Delivery Point(s) ID	X	X	X	X
EAN code of the Delivery Point(s)	~~x~~X			

The Declared Nominal Reference Power of each Additional Delivery Point of the CMU	X			
The Expected Nominal Reference Power of each Existing Delivery Point of the CMU	X			
The Nominal Reference Power of each Existing Delivery Point of the CMU			X	X
The prequalification results		X		X
Remaining number of Delivery Periods for a Capacity Contract Duration (compared to the initial Capacity Category allocated by the CREG)[25]	X			

Table 5: Information communicated by ELIA to CREG during the Prequalification Process

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[25] The number of remaining years for a Capacity Contract Duration corresponds to the difference between the Capacity Category allocated by the CREG and the number of years for which the Delivery Point has already been contracted.

6 AUCTION PROCESS

6.1 INTRODUCTION

Following the instruction of the Minister described in article 7undecies, §6 of the Electricity Act, ELIA organizes two Auctions for each Delivery Period:

A first Auction four years ahead of the Delivery Period (hereafter referred to as "Y-4 Auction");

A second Auction one year ahead of the Delivery Period (hereafter referred to as "Y-1 Auction").

The purpose of the Auction process is to determine the capacities to be contracted through the Primary Market, by means of the selection of Bids submitted in the Auction by Prequalified CRM Candidates for their respective Prequalified CMU(s).

This chapter is structured around three sections.

Section 6.2 elaborates on the modalities of the submission of Bids, describing the Bid compliance conditions, the process for Bid submission via the CRM IT Interface and the (Remaining) Eligible Volume requirement.

Section 6.3 specifies the clearing of the Auction. After defining the parameters and grid constraints that serve as input to an Auction, the section defines the Auction clearing methodology and the Bid remuneration methodology.

Section 6.4 elaborates on the Auction results.

6.2 BID SUBMISSION

~~222.~~236. Each Bid is indivisible, meaning that it can only be selected in its entirety or not at all.

~~223.~~237. Subject to the conditions as detailed in §§ 256 and 257, a Prequalified CRM Candidate can label a Bid as being part of a set of Linked Bids together with one or more of its other Bids~~.~~ when the Bids relate to CMUs that form Linked Capacities, specified in accordance with § 82 during the Prequalification Process. In such case, these Bids are automatically bundled together and designated as part of the same set of Linked Bids.

~~224.~~238. Bids that are part of a set of Linked Bids can only be selected jointly.

~~225.~~239. A Prequalified CRM Candidate can, for an ~~aggregated~~Aggregated CMU including Associated Delivery Points, submit one or more ~~Offers~~Bids (in accordance with § 243) for the Prequalified CMU and the same number of Joint ~~Offers~~Bids linked to the (Remaining) Associated Eligible Volume. A Joint ~~Offer~~Bid can only be selected if ~~an Offer~~a Bid for the CMU has been selected.

~~226.~~240. Subject to the conditions as detailed in § 258, a Prequalified CRM Candidate can label a Bid or a set of Linked Bids as being part of a set of mutually exclusive Bids together with one or more of its other Bids. In such case, the Bids are automatically bundled together and designated as part of the same set of mutually exclusive Bids.

227.241. From a set of mutually exclusive Bids, only one Bid or one set of Linked Bids can be selected.

6.2.1 Bid compliance conditions

6.2.1.1 Bid compliance conditions for all Bids

228.242. A Bid relates to a single Prequalified CMU.

229.243. A Bid does not relate to a CMU for which five Bids have been submitted already.

230.244. A Bid in a Y-1 Auction does not relate to a Virtual CMU.

231.245. A Bid includes:

- one single Bid Price, expressed in EUR/MW/year with a precision of 0,01 EUR/MW/year, subject to the conditions specified in §§ 246 and 247; and

- one single positive volume, expressed in MW with a precision of 0,01 MW, subject the conditions specified in §§ 249, 250 and 251; and

- one single positive Capacity Contract Duration, expressed in number of Delivery Periods with a precision of one Delivery Period, subject to the conditions specified in §§ 253 and 255.

6.2.1.1.1 Bid Price

232.246. The Bid Price is less than or equal to the Global Auction Price Cap.

233.247. The Bid Price of a Bid in the Auction of 2021 is less than or equal to the Intermediate Price Capmissing-money (after application of the Derating Factor) of the CMU(s) as referred to in article 22, § 2, 5° of the Royal Decree on Methodology, in case thisthe Bid is related to a CMU that is not assigned by the CREG to a Capacity Category covering more than one Delivery Period and for which :

- the submitted Intermediate Price Cap derogation application is approved by the CREG in accordance with article 22, § 11 of the Royal Decree on Methodology; or

- the submitted Intermediate Price Cap derogation application is rejected by the CREG but timely appeal has been filed in accordance with article 22, § 15 of the Royal Decree on Methodology.

248. The Bid Price is less than or equal to the Intermediate Price Cap, in case this Bid is related to a CMU that is not assigned by the CREG to a Capacity Category covering more than one Delivery Period and for which

- no Intermediate Price Cap derogation application is submitted; or

- the submitted Intermediate Price Cap Derogationderogation application is declared inadmissible by ELIA in accordance with article 2122, § 3 of the Royal Decree on Methodology; or

- the submitted Intermediate Price Cap derogation application is rejected by the CREG and no timely appeal has been filed in accordance with article 22, § 15 of the Royal Decree on Methodology.

6.2.1.1.2 Bid volume

234.249. The volume of a Bid is greater than or equal to the minimum participation threshold in MW, after application of the Derating Factor, as determined in the Royal Decree on the Eligibility Criteria for the eligibility criteria related to the support measures and minimum threshold.

235.250. The volume of a Bid is less than or equal to the Eligible Volume of the CMU or, if a Transaction on the Primary or Secondary Market already took place previously for this CMU, the Remaining Eligible Volume.

236.251. A Prequalified CRM Candidate offers in the Auction at least once the entire Eligible Volume of its Prequalified CMUs or, if a Transaction on the Primary or Secondary Market already took place previously for these CMUs, the Remaining Eligible Volume. To comply with this requirement, the maximum volume that can be selected from all his Bids with the status "submitted" at the Bid submission deadline as described in § 275, needs to be equal to the Eligible Volume of a CMU or, if a Transaction on the Primary or Secondary Market already took place previously for this CMU, the Remaining Eligible Volume.

237.252. ELIA notifies the CREG whenever a Prequalified CRM Candidate does not respect the requirement described in § 251.

6.2.1.1.3 Capacity Contract Duration

238.253. For CMUs that are assigned by the CREG to a Capacity Category associated with a Capacity Contract for up to three, eight or fifteen Delivery Periods, the Capacity Contract Duration of a Bid (only for the Delivery Points of the CMU, excluding Additional Delivery Points) is less than or equal to the maximum number of Delivery Periods that correspond to the concerned Capacity Category. In other cases, the Capacity Contract Duration of a Bid is equal to one Delivery Period.

254. The Capacity Contract Duration of a Joint Bid is equal to one Delivery Period

239.255. The Capacity Contract Duration of a Bid that is related to a Virtual CMU is equal to one Delivery Period.

6.2.1.2 Complementary Bid compliance conditions for Linked Bids and mutually exclusive Bids

240.256. Bids that are part of a set of Linked Bids:

- do not relate to the same CMU; and

- relate to CMUs of the same Prequalified CRM Candidate; and

- relate to the same Auction; and

- have the same Bid Price.

241.257. A Bid can only be part of one set of Linked Bids.

242.258. Bids that are part of a set of mutually exclusive Bids relate to CMUs of the same Prequalified CRM Candidate and relate to the same Auction.

6.2.1.3 Complementary Bid compliance ~~conditions~~condition for Bids related to Additional CMUs subject to a technical agreement

243. ~~The volume of a Bid related to an Additional CMU that is subject to a technical agreement in accordance with the connection process as defined in the Federal Grid Code, is equal to the Eligible Volume of the CMU or, if a Transaction on the Primary or Secondary Market already took place previously for this CMU, the Remaining Eligible Volume.~~

244.259. A Bid or set of Linked Bids related to one or more Additional CMUs that are subject to a technical agreement in accordance with the connection process as defined in the Federal Grid Code, has to comply with the technical configuration as specified in a related EDS that is the subject of the aforementioned technical agreement.

6.2.2 Bid submission via CRM IT Interface

245.260. The Prequalified CRM Candidates use the CRM IT Interface for the submission of their Bid(s). To that end, the Prequalified CRM Candidates have access to the CRM IT Interface as from September 1 9:00.

246.261. ELIA integrates a compliance check in the CRM IT Interface as an automatic process that verifies whether Bids are compliant. A Bid is compliant when it respects all conditions listed in section 6.2.1.

6.2.2.1 Bid status

247.262. In the CRM IT Interface, a Bid can have the status "saved", "submitted", "canceled" or "selected".

6.2.2.1.1 Status "saved"

248.263. A Prequalified CRM Candidate can save Bids in the CRM IT Interface from September 1 9:00 am until the Bid submission deadline as described in § 275.

249.264. Bids that are saved in the CRM IT Interface get the status "saved".

250.265. From the moment a Bid gets the status "saved", the Bid price is encrypted until after the clearing of the Auction. As an exception, a decryption key is provided to the IT processes that execute compliance checks as described in § 261 or that perform the clearing of the Auction as described in section 6.3.

251.266. A Prequalified CRM Candidate can initiate a compliance check as described in § 261, of its Bids with the status "saved", in the CRM IT Interface. Upon finalization of the compliance check, it will be indicated in the CRM IT Interface whether these Bids have successfully passed the compliance check. In case Bids do not pass the compliance check, the Prequalified CRM Candidate is informed about the reason(s) for non-compliance via the CRM IT Interface.

6.2.2.1.2 Status "submitted"

252.267. A Prequalified CRM Candidate can submit the Bids with the status "saved" in the CRM IT Interface from 9:00 on the first Working Day after September 15 9:00 until the Bid submission deadline as described in § 275. Upon submission of the Bids in the CRM IT Interface, a compliance check as described in § 261 is performed.

253.268. Submitted Bids that successfully pass the compliance check get the status "submitted".

254.269. Submitted Bids that don't pass the compliance check keep the status "saved". In that case, the Prequalified CRM Candidate is informed about the reason(s) for non-compliance via the CRM IT Interface.

255.270. Each time a Bid of a Prequalified CRM Candidate gets the status "submitted" in the CRM IT Interface, ELIA provides by email an overview to this Prequalified CRM Candidate of all its Bids with the status "submitted".

256.271. From the first Working Day after September 15 until the Bid submission deadline as described in paragraph§ 275, ELIA performs a compliance check as described in § 261 of all Bids in the CRM IT Interface with the status "submitted" on a daily basis. In case Bids don't pass the compliance check, the Bids get the status "saved", or "canceled" in case the situation described in § 273 applies. The Prequalified CRM Candidate can consult the reason(s) for non-compliance of its Bids via the CRM IT Interface.

257.272. ELIA determines, for each Prequalified CMU, the maximum volume that can be selected from all Bids related to this CMU with the status "submitted" at the Bid submission deadline as described in § 254,275, taking into account the constraints that arise from the mutual exlusivity relationship between Bids.

6.2.2.1.3 Status "canceled"

258.273. Bids with the status "saved" or "submitted" for which it is discovered by ELIA during a compliance check conducted in application of §§ 266, 267 or 271 that they relate to a CMU that has meanwhile been suppressed from the Prequalification Processarchived, get the status "canceled". In that case, the Prequalified CRM Candidate is informed by email.

6.2.2.1.4 Status "selected"

259.274. Following the Auction clearing described in section 6.3, Bids may get the status "selected", as described in § 332.

6.2.2.2 Bid submission deadline

260.275. The Bid submission deadline is set at September 30 17:00, unless the fallback procedure as described in § 278 applies.

261.276. Only Bids with the status "submitted" at the Bid submission deadline as described in § 275, are considered during the clearing of the Auction, as described in section 6.3.

262.277. ELIA automatically reminds Prequalified CRM Candidates about the upcoming Bid submission deadline at least twice, once one week and once twenty-four hours before the Bid submission deadline.

263.278. The fallback procedure described in section 15.4.1 applies in the event of a problem attributable to ELIA which makes it impossible for a Prequalified CRM Candidate to submit its Bid(s) within the deadline set forth in § 275.

6.3 AUCTION CLEARING

264.279. As of the Bid submission deadline as described in § 275, ELIA proceeds with the clearing of the Auction according to the methodology described in section 6.3.3.

6.3.1 Dummy Bids

265.280. The purpose of the Dummydummy Bids is to correct the volume to be procured in an Auction, based on the information received during the Prequalification Process that was not yet known during the calibration of the Demand Curve as described in the Royal Decree on Methodology. In case of the conditional Dummy Biddummy Bids as described in § 283, this volume correction additionally also depends on the selection of Bids during the Auction clearing.

266.281. Dummy Bids have no Bid Price, no Capacity Contract Duration and do not result in any contractual obligation for any Prequalified CRM Candidate.

267.282. A dummy Bid is created by ELIA for each Auction, with a. Its volume equal tois the sum of the derated Opt-out Volumes related to this Auction classified as "IN"." for all CMUs for which the Opt-Out Volume equals the Nominal Reference Power ("full opt-out"). The derated Opt-out Volume is calculated by multiplying the Opt-out Volume with the Derating Factor applicable to the CMU determined during the Prequalification process in accordance with § 92 and to the Auction to which the Opt-out Notification relates.

268.283. A conditional dummy bidBid is created by ELIA for each Auction and for each Opt-out Volume that falls under the descriptions provided in §§ 174 or in § 155, 175, 178 or 179, with a volume equal to the Opt-out Volume multiplied by the Derating Factor applicable to the CMU and to the Auction to which the Opt-out Notification relates. Its treatment ("IN" or "OUT) depends on the clearing of the Auction and is further described in § 323, second and third bullet.

269.284. A reversed dummy Bid is created by ELIA resultingfor each Auction and results in an upward volume shift of the Demand Curve for each Auction.in case its volume is non-zero. The purpose of the reversed dummy Bid is to adjustcorrect the non-eligible volume for this Auction asestimation initially estimatedmade during the calibration of the Demand Curve, as described in the Royal Decree on Methodology.

The volume of the reversed dummy Bid is determined based on the results of the prequalification for the auctionPrequalificaton Process, after September 30the Bid submission deadline as described in § 275 but before the start of the clearing of the auction. This volumeAuction. The calculation methodology is described in §§ 285 - 287.

285. Prior to the determination of the Demand Curve, based on a list of individually considered CHP, waste and biomass production units that is determined by ELIA and that minimally contains the name of the unit, a presumed Nominal Reference Power, the technology and a related Derating Factor, the Energy Department of the Federal Public Service Economy indicates for each unit whether it is expected to receive subsidies and therefore should be considered non-eligible during the Delivery Period to which the Auction relates. During the Prequalification Process, ELIA will map the participating capacities to this list.

286. For successfully prequalified capacities (as part of successfully prequalified CMUs) that were mapped to the list referred to in § 285 and that were according to the list considered as non-eligible, the contribution to the reversed dummy Bid is calculated as the product of the presumed Nominal Reference Power and the applicable Derating Factor, or individual information related to these items as of the unit, in accordance with the values used in the list.

If the units are mapped to the list referred to estimate the in § 285 and are according to the list considered as non-eligible, and have meanwhile provided a definitive closure or definitive structural reduction notification in accordance with article 4bis of the Electricity Law, and have not submitted a Prequalification file, then they are also considered to contribute to the reversed dummy Bid. Their contribution is determined by multiplying the volume implied in the aforementioned article 4bis notification and the applicable Derating Factor in accordance with the value assumed for this Auctionthe unit in the list.

287. Successfully prequalified capacities without Daily Schedule that are not part of the list referred to in § 285 contribute to the reversed dummy Bid if their selected Technology is CHP, waste, biomass, solar, onshore wind or offshore wind. Their contribution to the reversed dummy Bid is calculated as the product of the Nominal Reference Power of the related Delivery Point and the Derating Factor related to the technology as used in the assumptions during the calibration of the Demand Curve, summed over all Delivery Points that were considered as non-eligible.

288. In case an aggregated volume for this Auction during the calibration of the Demand Curve and that are part of a CMU that has successfully passed the Standard or Fast Track Prequalification Procedure.of more than 100 MW of capacities that have contributed to the reversed dummy Bid in accordance with § 285 – 287 is not selected during the clearing of the Auction, a new clearing of the Auction is initiated, with the following updated inputs:

- Each capacity that The volume of the reversed dummy Bid is addeddecreased with the above-mentioned aggregated volume; and

- The CMUs related to the above-mentioned aggregated volume are forcibly rejected during the prequalificationnew clearing; and

- All Opt-out Volumes associated to the CMUs related to the above-mentioned aggregated volumeare reduced to 0 MW, possibly resulting in changes to the dummy Bid and/or conditional dummy Bids .

270. This process is repeated for as long as an aggregated volume of more than 100 MW of capacities that have contributed to the reversed dummy Bid in accordance with §§ 269, that285 - 287, is not selected during the clearing of the Auction, is deducted from the Demand Curve at the end of the Auction..

For the 2021 Auction, this rule applies only if the volume of the correction exceeds 100 MW.

6.3.2 Grid constraints

6.3.2.1 Definitions and Process

271.289. As specified in the Electricity Act articleIn accordance witharticle 7undecies §12, an Auction respectsal. 2, 4°, of the Electricity Act, all Auctions respect the technical capabilities of the

electrical transmission grid and ~~is~~are in line with the connection process as defined in the Federal Grid Code~~.~~, without prejudice to the technical limitiations and obligations applicable to capacities connected in other grids. For this purpose, this section defines the grid constraints ~~are defined in this section, together with~~and the methodology for their ~~yearly~~calculation and application ~~process steps, which are required~~applicable for both Y-4 and Y-1 Auctions.

290. Grid constraints are limitations on the feasibility of an individual CMU or a combination of ~~CMU(s) for~~CMUs requiring additional connection capacity within the CRM-framework ~~which~~(such connection capacity is being indicated by the CRM Candidate in its Prequalification File~~,~~)~~,~~ based on the expected grid infrastructure and its conditions as determined by the reference scenario used to calibrate the Demand Curve in order to ensure that all operational and market criteria are respected. ~~The feasibility of individual CMU(s) which require(s) additional connection capacity, is determined by ELIA through the Prequalification Process of CMU(s), whereas the feasibility of combining multiple CMU(s) is only verified through the calculation phase of grid constraints.~~

291. The grid constraints (and thus the feasibility) of an individual CMU which require additional connection capacity, is determined by ELIA during the Prequalification Process of that CMUs. The grid constraints (and thus the feasibility) of combining multiple CMUs is only verified during the calculation phase of grid constraints.

292. External grid constraints are constraints from third parties (Fluxys or (C)~~DSO~~DSOs), other than those calculated by ELIA. External grid constraints can ~~originate from~~be notified by Fluxys or (C)DSO ~~grids~~to ELIA when multiple ~~CMU for~~CMUs requiring additional connection capacity within the CRM-framework~~, as~~ (such connection capacity being indicated by the CRM Candidate in its Prequalification File ~~would~~) could be combined in ~~a potential~~an outcome of the Auction clearing which would not be feasible taking into account the expected development of these third party grids.

6.3.2.2 Process

6.3.2.2.1 Calculation phase

~~-~~293. The calculation phase for grid constraints starts on June 15 until September 15 of the year in which the Auction takes place. During ~~the~~this calculation phase, ELIA ~~shall identify~~identifies the ~~public~~electrical transmission grid constraints ~~for the considered Auction~~to be taken into account during the Auction clearing~~.~~ ~~The~~ based on the drivers ~~used for the identification of grid constraints are~~ described in section 6.3.2.4 and ~~the~~using calculation methodology described in section 6.3.2.3.

~~-~~294. During the calculation phase, ELIA may ~~receive~~be notified of external grid constraints ~~from~~calculated by a third party (DSOs, Fluxys or CDSOs), subject to the conditions as specified in 6.3.2.5.

~~-~~295. In a year in which both a Y-1 and Y-4 Auction are organized, ELIA determines the separate grid constraints for each Auction. ELIA also takes into account the CMU(s) of the Y-1 auction for the calculation of the Y-4 auction grid constraints and keeps only the relevant grid constraints for the Y-4 auction clearing, based on the selected CMU(s) of the Y-1 auction.

6.3.2.2.2 Application phase

~~-~~296. The application phase starts on September 15 and ends on October 15 of the year in which the Auction takes place. During the application phase, ELIA applies the grid constraints and external

grid constraints and implements those into the Auction algorithm used for the Auction clearing in order to ensure that the sets of unacceptable combination of CMUs are not retained.

- As soon as possible after the September 15 but no later than September 30 of the year ~~where~~in which the ~~considered~~ Auction takes place, ELIA submits the grid constraints ~~(including any~~and external grid constraints~~)~~ via the combination matrix as defined in § 315 to the CREG and ~~other~~the concerned regional regulatory authorities as well as to the auditor appointed by the CREG, if any. The external grid constraints included in the combination matrix are those that were received on time as per §§ 292 and 294 and which respect the grid constraint format defined in § 315.

~~6.3.2.2~~6.3.2.3 Calculation methodology for electrical transmission grid constraints

297. ELIA does not calculate grid constraints for CMU(s) with existing grid connections ~~(~~i.e. for which the final operational notification as defined in EU Regulation 2016/631 exists pursuant to a connection agreement at the time the Prequalification Process starts~~) nor for~~.

~~272.~~298. ELIA does not calculate grid constraints for CMU(s) with grid connections already allocated pursuant to a connection agreement and for which no participation to the CRM has been confirmed following the ~~procedure in the Federal Grid Code. ELIA calculates grid constraints based on the drivers mentioned in the Functioning rules (as detailed in section 6.3.2.3).~~choice to go for the Fast Track Prequalification Process.

~~ELIA calculates and applies the grid constraints within the Auction algorithm for Auction clearing applying European and Belgian rules addressing the power system planning and the future power system operation.~~

299. ELIA applies a step-wise methodology to determine ~~and apply the grid constraints, the results of which are communicated to the CREG and all concerned regional regulatory authorities as soon as possible by no later than September 30. This step-wise methodology is described below~~ grid constraints in ~~four~~three different steps~~:~~.

6.3.2.3.1 ~~Step 1)~~ First step : determination of reference grid

300. Grid constraints are determined based on ELIA's information of future conditions of the reference grid, i.e. the expected state of the public electrical transmission grid, relevant to the considered Auction~~, according to the following rules:~~ and CMU(s).

301. ELIA uses as condition of the reference grid the electricity flows determined by the reference scenario to calibrate the volume to be procured through CRM, as defined in the Royal Decree on Methodology. ELIA will take into account as specific sensitivity on this reference scenario a change in electricity flows if required to reflect the impact of the location, size and technology of the specific CMU combinations being assessed compared to the CMU combination considered in the reference scenario or to ensure that the CRM clearing will not negatively impact the compliance of the Belgian transmission system with article 16 of the EU Regulation 2019/943~~ art. 16~~.

302. ELIA takes account of definitive decommissioning (or definitive capacity reductions) of power ~~generation~~production facilities, if those are announced prior to June 15 of the year in which the considered Auction takes place via a definitive notification for closure under the terms of article

4*bis* of the Electricity Act or if there are any other legal requirements for decommissioning or phase-out of existing power units.

303. In case specific conditions are imposed on a CMU in its technical agreement, ELIA takes into account, where appropriate, those conditions in the reference grid for determination of grid constraints.

304. ELIA uses the most recent status and anticipation (as known on June 15 of the year in which the considered Auction takes place) of the planned and approved grid infrastructure projects as listed in the latest Federal Development Plan & Regional Investment Plans, including new Grid Users in line with the Federal Grid Code. From that moment, theThe reference grid for determination of grid constraints can hence deviate from the reference grid used for the reference scenario to determine the volume to be procured through CRM, as defined in Royal Decree on Methodology.

305. priorPrior to the calculation phase, as per §296, ELIA provides to the CREG for information a list of all grid infrastructure projects relevant to the grid constraints with a delayed or advanced planning compared to the planning from the Federal Development Plan, if any, which would affect the reference grid and related grid constraints.

306. inIn case a grid infrastructure project —withpresents a delay known prior to the calculation phase — would be a necessary precondition for a combination of multiple CMUsas per §296 when the delay is such that this infrastructure risks not being available at the start of the Delivery Period of the considered Auction whereas such availability is necessary precondition for a CMUs combination, this situation is taken into account in the reference grid so that such CMU combination cannot be selected in the Auction clearing.

307. inIn case a grid infrastructure project —withpresents a delay known prior to the calculation phase — would not be a strict precondition for a combination of multiple CMUsas per §296 but the availability at the start of the Delivery Period of the considered Auction, then of this grid infrastructure is not be a necessary precondition for CMUs combination, such CMU combination can be selected in the Auction clearing for as long as the feasibility of the delayed grid infrastructure project itself in a later stage remains warranted, even when the aforementioned CMU combination iswould then be selected.

6.3.2.3.2 Step 2) Second step : verification of the feasibility of the combination of CMUs

308. ELIA applies a combinatory methodology which consists of verifying the feasibility — according to the drivers for the public electrical transmission grid constraints (as detailed in section 6.3.2.3) and in line with the connection process as defined in the Federal Grid Code —of all relevant combinations of Prequalified CMUCMUs for additional connection capacity within the reference grid for the considered Auction. ELIA applies this methodology following the drivers §§1 and 311 for the public electrical transmission grid constraints and following the connection process as defined in the Federal Grid Code and the relevant Regional Grid Codes. ELIA assesses these CMU combinations individually to derive which CMU combinations are infeasible and constitute individual grid constraints.

6.3.2.3.3 Step 3) Third step: establishment of a matrix of the grid constraints

309. ELIA sets up a combination matrix with infeasible CMU combinations in the smallest set possible in order to avoid redundant information. TheFor each infeasible combination, Elia indicates the technical reason for non-acceptance based on §1 and §311 in the combination matrix. The

combination matrix summarizes and combines all information from each individual grid constraint (both those calculated by ELIA and potentially received from Fluxys or (C)DSO) in a tabular format as ~~illustrated in section 6.3.2.5. For each infeasible combination, ELIA indicates the technical reason for non acceptance based on the drivers for grid constraints (as detailed in section 6.3.2.3). ELIA communicates the combination matrix to the CREG, and the concerned regional regulatory authorities as well as the auditor appointed by the CREG, if any.~~per §315.

~~**Step 4)** In the application phase, ELIA shall apply all calculated electrical transmission grid and external grid constraints and implement those accordingly into the auction algorithm.~~

~~6.3.2.3~~6.3.2.4 Drivers for Electrical Transmission Grid Constraints

~~273.~~ The ~~drivers~~first category of driver for electrical transmission grid constraints ~~can be categorized as:~~

~~310.~~ is system security~~:~~. ELIA applies rules to ensure security of the overall electricity grid without structurally requiring re-dispatch ~~which respect~~while respecting all relevant European and Belgian legislation addressing power system planning and future power system & market operation.

~~311.~~ The second category of driver for electrical transmission grid constraints is physical spacing limitations~~:~~. ELIA determines any known limitations related to available physical space within the available terrains at the relevant substations, which are required for the anticipated connection of Additional Capacity.

~~6.3.2.4~~6.3.2.5 External grid constraints

~~274.~~312. ELIA accommodates in the Auction the external grid constraints to the extent they are defined within the appropriate legal and regulatory framework applicable to Fluxys or (C)DSOs and they are provided on time by the third party and following the format specified in relation to the Auction process and rules.

~~275.~~313. Third parties (Fluxys or (C)DSOs) providing external grid constraints, as ~~defined in section 6.3.2.1~~per §292, notify ELIA of the confirmation by the concerned regulatory authority of any distinct external grid constraint type at the latest before June 15 of the year where the considered Auction takes place.

~~276.~~314. ELIA cannot be held liable for the correctness of the content of these external grid constraints, nor for the determination of the calculation of the external grid constraints. ELIA does not bear any liability for the acceptance of the calculation methodology, nor for the calculated results nor for the acceptance of their application within the Auction algorithm during the application phase. ELIA is only responsible for the correct application of the received information.

~~277.~~ ~~The validation process for external constraints consists of two parts:~~

~~The third party (Fluxys or (C)DSOs) informs ELIA of any type of external grid constraint it requires to apply at the latest by June 15 of the year where the considered Auction takes place. At the same time, the third party provides the written confirmation from the concerned regulatory authority that such constraint types can be applied in the Auction. The concerned third party provides ELIA with a proposal of the actual calculated external grid constraints to~~

~~6.3.2.5~~6.3.2.6 Grid constraints format

~~278.~~315. A grid constraint, including an external grid constraint, shall take the form of a combination of a number of defined CMUs that would lead to an unacceptable Auction result. The table below illustrates the case, listing the non-acceptable combinations for three CMUs:

CMU 1	CMU 2	CMU 3	Reason for non-acceptable combination
1	1	0	Eg. overload of line X
1	0	1	Eg. no sufficient space at substation X

Table 6: Illustration which summarizes 2 grid constraints for 3 CMUs in a table format

Grid constraints in such tabular format will be combined into a combination matrix as ~~detailed in section 6.3.2.2.~~per §309.

6.3.3 Auction clearing methodology

~~279.~~316. The Auction clearing methodology consists of two phases. The optimization phase as detailed in section 6.3.3.1, is performed in any case. The tie-breaking rules as detailed in section 6.3.3.2 are applied only in case multiple equivalent combinations of Bids result from the optimization phase.

~~280.~~317. In a year in which a Y-1 and Y-4 Auction are organized, ELIA first applies the Auction clearing methodology for the Y-1 Auction and afterwards for the Y-4 Auction.

~~281.~~318. The volume of the dummy Bid related to the Y-4 Auction is increased with the sum of the volumes of the Bids with a Capacity Contract Duration covering more than three Delivery Periods that have been selected in the Y-1 Auction that is cleared in the same year.

6.3.3.1   Optimization phase

~~282.~~319. The optimization phase identifies the combination of Bids or multiple equivalent combinations of Bids that best meet the objective as described in this section.

283.320. The Demand Curve and ~~Dummy~~dummy Bids described in section 6.3.1, which are used as input for the optimization phase, are approximated by ELIA, to achieve a precision of 0,01 EUR/MW/year and 0,01 MW.

284.321. ELIA pursues the combination of Bids ~~that maximizes the economic surplus, which is equal to~~with maximal social welfare. Social welfare is calculated as the difference between:

- the ~~willingness-to-pay for a~~ integral of the Demand Curve over the capacity volume interval [0,x] with x equal to the minimum of the sum of the Bid volumes of all Bids considered in the combination~~, calculated as the area under the Demand Curve up to this~~ and the capacity volume related to point C of the Demand Curve, as referred to in article 9, § 1 of the Royal Decree on Methodology; and

- the cost for ~~offering a capacity volume equal to the sum of the volumes of all~~selecting the Bids considered in the combination, calculated as the Bid volume multiplied by the Bid Price, summed over all Bids considered in the combination.

285.322. In case multiple combinations of Bids are equivalent in terms of ~~economic surplus~~social welfare, ELIA pursues the combination of Bids that results in the highest capacity volume calculated as the sum of the volumes of all Bids considered in the combination.

286.323. ELIA only considers combinations of Bids that respect the following requirements:

- the combination of Bids includes the dummy Bid described in § 282;

- the combination of Bids includes the conditional dummy Bids described in § 283 related to opt-outs as described in § 174 or § 178, when no Bid is included in the combination related to another CMU with an EDS in which the conditionality as described in § 174 or § 178 is incorporated;

- the combination of Bids includes the conditional dummy Bids described in § 283 related to opt-outs as described in § 175 or § 179 when at least one Bid is included in the combination related to the CMU to which also the partial Opt-out as described in § 175 or § 179 relates;

- the combination of Bids – for a Y-4 Auction following a Y-1 Auction in the same year, including the Bids related to Additional CMUs that are subject to a technical agreement that have been selected in the Y-1 Auction – does not violate any grid constraint, the grid constraints being determined according to section 6.3.2;

- the sum of the volumes of the Bids related to Virtual CMUs included in the combination of Bids is not higher than the maximum volume of Unproven Capacity determined by the Minister in accordance with article 7undecies, §6 of the Electricity Act.

287.324. In case the optimization phase results in one unique combination of Bids that is superior to all other considered combinations of Bids, the Auction clearing is finished and all Bids within this combination of Bids are selected.

6.3.3.2 Tie-breaking rules

288.325. The following tie-breaking rules apply sequentially, until one unique combination of Bids is retained. When a unique combination is found, the Auction clearing is finished and all Bids within this combination of Bids are selected.

6.3.3.2.1 Tie-breaking rule 1: Carbon dioxide emissions

~~289.~~326. Preference is given to the combination of Bids that is characterized by the lowest carbon dioxide emissions (CO_2), calculated as the Bid volume weighted average of the emission factors (in gCO2/kWh) of the CMUs to which the Bids considered in the combination relate.

6.3.3.2.2 Tie-breaking rule 2: Capacity Contract Duration

~~290.~~327. Preference is given to the combination of Bids that is characterized by the shortest Capacity Contract Duration, calculated as the Bid volume weighted average of the Capacity Contract Durations (in number of Delivery Periods) of the Bids considered in the combination.

6.3.3.2.3 Tie-breaking rule 3: First come, first served

~~291.~~328. The "first come, first served" rule applies as follows:

a) all unique Bids within all remaining combinations of Bids are sorted according to their Bid submission time;

b) based on the sorted list of Bids, from the first submitted Bid to the last submitted Bid:

ELIA discards the combination(s) of Bids that do not include the first submitted Bid.

ELIA continues the process of discarding combinations of Bids with the next submitted Bids until only one combination of Bids remains.

6.3.4 Bid remuneration methodology

~~292.~~329. ELIA applies a "pay-as-bid" Bid remuneration methodology, meaning that the price allocated to a selected Bid is equal to its Bid Price.

~~293.~~330. The price allocated to a selected Bid shall not be indexed nor revised over the course of the Capacity Contract Duration.

6.4 AUCTION RESULTS

~~294.~~331. Upon finalization of the Auction clearing and at the latest by October 15, ELIA submits the list of selected Bids to the CREG for validation.

~~295.~~332. Once the CREG has validated the results, ELIA informs each Prequalified CRM Candidate who submitted at least one Bid from the selection or of the Bid(s) it has submitted. Selected Bids get the status "selected" in the CRM IT Interface.

~~296.~~333. Auction results are published as described in section 16.4.

~~297.~~334. Each contestation of the results of the Auction is done is accordance with articles 29bis and 29quater of the Electricity Act.

~~298.~~335. The fallback procedure as described in section 15.4.3 applies in case of IT issues at ELIA preventing the determination of the Auction results.

7 CAPACITY CONTRACT SIGNATURE

299.336. From the moment a Transaction is confirmed (either consecutive to a selection of a Bid in the Auction or following a validated transfer of obligation via the Secondary Market), a new Capacity Contract needs to be signed between the Prequalified CRM Actor and ELIA. If a Capacity Contract has already been concluded pour this CMU, the confirmation of a Transaction subsequent to the date of the conclusion of the contract will require that the Contract be amended.

337. Upon signing a new or amending an existing Capacity Contract, the Derating Factor contractually associated with the concerned Transaction is determined as:

- In case it concerns a Primary Market Transaction, the Derating Factor applied for the Eligible Volume of the associated bid, in accordance with §184 or §185 (as applicable); or

- In case it concerns a Secondary Market Transaction, the Last Published Derating Factor, in accordance with section 10.4.8.3.

300.338. The signature of a Capacity Contract by the Prequalified CRM Candidate for a Primary Market Transaction occurs either:

- within twenty Working Days from the moment of the signature of the Connection Contract, if the signature of the Connection Contract is required under the prerequisites in accordance with § 340; or

- within forty Working Days from the Transaction Validation Date, if the signature of a Connection Contract is not required as pre-requisite; or

339. The signature of a Capacity Contract by the Prequalified CRM Candidate or Capacity Provider (as applicable) for a Secondary Market Transaction occurs within five working days as of reception of a (modified) Capacity Contract ontract proposal by the Prequalified CRM Candidate or Capacity Provider (as applicable) from ELIA, according to section 10.6.

301.340. The signature of a Connection Contract is a prerequisite for the signature of the Capacity Contract for an Additional CMU in the following cases:

- when the connection applicant has for this Additional CMU an agreement with ELIA on the technical solution, in accordance with articles 153 and 160 of the Federal Grid Code;

- when the connection applicant does not yet have for this Additional CMU an agreement with ELIA on the technical solution.

In both cases, the Connection Contract must be signed no later than sixty Working Days after the Transaction Validation Date, such that the Capacity Contract is signed no later than eighty Working Days after the Transaction Validation Date.

302.341. An annex to the Capacity Contract contains a table listing all of the Associated Delivery Points linked to an Aggregated CMU that have been selected pursuant to an Auction. This annex shall be amended for each Supply Period.

303.342. The signature of the Capacity Contract by ELIA occurs within thirty Working Days, after reception of the Capacity Contract signed by the Prequalified CRM Candidate. ELIA notifies the

Capacity Provider per e-mail as soon as the Capacity Contract is signed. The date of said notification is considered to be the date on which the Capacity Contract was signed.

304.343. If the Capacity Contract is not signed by the Prequalified CRM Candidate within the timing detailed in §§§ 340 and 342, the following amount is called upon as penalty for the Prequalified CRM Candidate: €10,000 per MW selected for which no Capacity Contract is signed. The application of this penalty does not exempt the prequalified CRM Candidate from his obligation to sign the Capacity Contract, or his liability as under chapter 13. If need be, ELIA will activate the dispute resolution mechanism set out in chapter 14 in this respect.

305.344. The possible Actions for ELIA consecutive to the non-payment of the financial penalty are described in sectionchapter 11.

8 PRE-DELIVERY CONTROL

8.1 INTRODUCTION

The purpose of the pre-delivery control is to ensure that a CMU's Total Contracted Capacity becomes effectively available (if the Total Contracted Capacity is associated to an Additional or Virtual CMU) or remains effectively available (if the Total Contracted Capacity is associated to an Existing CMU) as of the start of the Transaction Period.

Pre-delivery controls are performed by ELIA during the Pre-delivery Period (defined in section 8.2), based on 15 minutes measurement data (when available), on information provided by the Capacity Provider through its quarterly reports or on updated prequalification results. Pre-delivery control abides with the modalities described in section 8.3 and follows a four step process that may vary in function of the status of the CMU (existing, additional or virtual).

As a first step, ELIA determines the Capacity Provider's Pre-delivery Obligation (section 8.4.1). It is then compared to the Pre-delivery Measured Power (when 15 minutes measurement data is available), to the information shared with ELIA through the quarterly reports (section 8.3.3) or to updated prequalification results which indicate a Missing Volume (section 8.4.2). A Missing Volume leads to financial penalties (section 8.4.3.1) and may also impact the initial Transaction Period(s) (section 8.4.3.3). Finally, the Pre-delivery control results are communicated to the Capacity Provider (section 8.4.4).

8.2 PRE-DELIVERY PERIOD DEFINITION

~~306.~~345. A Pre-delivery Period always relates to one Delivery Period. A Pre-Delivery Period starts with the notification of the Y-4 Auction result for the corresponding Delivery Period and ends with the start of the Delivery Period.

~~307.~~346. There are as many Pre-delivery Periods as there are Delivery Periods. Each Pre-delivery Period consists in two phases.

~~308.~~347. Phase 1 starts with Delivery Period Y-4 auction result notification and ends on August 31 Y-2. Phase 2 starts with the end of Phase 1 and ends at the start of the Delivery Period, on October 31 of year Y.

348. Taking into consideration the possible impact of a pre-delivery control on an initial Transaction Period (see section 8.4.3.3), one Additional CMU may end up in more than one Pre-delivery Period. As a consequence, it becomes subject to more than one pre-delivery control in phase 1, and may face related penalties each time (up to the penalty cap detailed in section 8.4.3.2). To illustrate this principle, an example is provided in Annex 18.2.2.

349. CMUs that are contracted for a Delivery Period during any other Auction than the Y-4 Auction or via the Secondary Market are subject to all control modalities that still remain for the Pre-delivery Period of that Delivery Period at the notification of results of the respective Auction.

~~309.~~

8.3 PRE-DELIVERY CONTROL MODALITIES

8.3.1 Moments of control

~~310.~~350. Per Pre-delivery Period, ELIA performs its pre-delivery control on one CMU at a time (or a combination of CMUs in case of Linked Capacities). Such control occurs on two occasions:

- at the end of Pre-delivery Period phase 1 (hereafter moment of control $t_{control\,1}$ or $t_{control\,1}$), on August 31 Y-2; and

- at the end of Pre-delivery Period phase 2 (hereafter moment of control $t_{control\,2}$ or $t_{control\,2}$), on October 31 of year Y~~.~~;

    where Y represents the relevant Delivery Period.

~~311.~~351. An example of determination of moments of control is given in Annex 18.2.1.

8.3.2 Total Contracted Capacity

~~312.~~352. ELIA verifies, through a pre-delivery control, whether the Total Contracted Capacity of a CMU is effectively (if the Total Contracted Capacity(ies) is (are) associated to an Existing CMU) or becomes (if the Total Contracted Capacity(ies) is (are) associated to an Additional CMU or a Virtual CMU) available as from start of the corresponding Delivery Period.

~~313.~~353. The Total Contracted Capacity of a CMU subject to a pre-delivery control (hereafter $Total\ Contracted\ Capacity\ (CMU, DP)$) corresponds to the sum of the CMU's Contracted Capacities that respects the following conditions:

- the corresponding Transaction Validation Date is prior to the start of the Delivery Period; and

- the corresponding Transaction Period covers partially or totally the Delivery Period; and

- the corresponding Transaction Period has not started at the moment of the pre-delivery control ($t_{control\,1}$ or $t_{control\,2}$).

~~314.~~354. Both Transactions resulting from the Primary Market and from the Secondary ~~Markets~~Market are considered in the determination of a CMU's Total Contracted Capacity.

~~315.~~355. To illustrate the determination of a CMU's Total Contracted Capacity, several examples are given in ~~Annex~~annex 18.2.1.

8.3.3 Permit reports

356. For Existing CMUs the Capacity Provider sends a permit report to ELIA through the CRM IT Interface at the end of Pre-delivery Period phase 1.

357. One permit report covers one CMU (or several CMUs in case of Linked Capacities). The permit report includes the confirmation that the Capacity Provider holds all required permits for the Transaction Period(s) part of Delivery Period Y. In the event that the Capacity Provider does not hold the required permits, he includes an overview of the required permits as well as a mitigation plan to cope with them. A template for the permit report is available in annex 18.2.4.

358. In the event that ELIA did not receive a permit report by the deadline defined in § 356, ELIA sends a reminder to the Capacity Provider via the CRM IT Interface within a period of three Working Days starting from the end of said period. The Capacity Provider then provides the permit report to ELIA within a period of seven Working Days starting from the aforementioned reminder from ELIA.

~~8.3.3~~8.3.4 Quarterly reports

~~316.~~359. For both Additional CMUs and Virtual CMUs, the Capacity Provider sends quarterly reports to ELIA through the CRM IT Interface[26], in the following period of time and throughout the entire Pre-delivery Period.

   a) From January 30 to February 14;

   b) From April 30 to May 14;

   c) From July 30 to August 14;

   d) From October 30 to November 14.

~~317.~~360. The first quarterly report is sent by the Capacity Provider in the ~~first~~second period following the first Transaction Validation Date covered in the determination of the Total Contracted Capacity per paragraph 353.

~~318.~~361. One quarterly report covers one CMU (or several CMUs in case of Linked Capacities), for its Total Contracted Capacity as determined per paragraph 353. A quarterly report consists of a single document which evolves over time. Each time it is provided to ELIA, it includes at least the following information:

   - an update of the project execution plan (including the update of the dates for the key milestones provided as part of the Prequalification File (see Annex 1.1.1)~~;~~). The update of the project execution plan respect the same requirements as the original project execution plan as defined in section 1 ;

   - an identification of the delay(s) – if any – along with a mitigiation plan to cope with this(these) delay(s);

   - an identification of the residual delay – if any;

   - when relevant, a follow-up of the Infrastructure Works that could influence the on-going project realization and timing as identified in the project execution plan provided as part of

the Prequalification File (see annex 1.1.1), supported by a written confirmation from the concerned infrastructure operator, if other than ELIA (Fluxys or the DSOs).

The quarterly report must include all project updates that occurred between the last quarterly report sent to ELIA (or the project execution plan) and a maximum of five Working Days before its submission date.

~~319.~~362. A delay is identified by the Capacity Provider in his quarterly report(s) when:

- it is linked to a Project Works or an Infrastructure Works; and

- it concerns a volume higher or equal to one MW; and

- it leads to an Unavailable Capacity for at least two months, starting from the first day of the Delivery Period.

~~320.~~363. The Capacity Provider also details the measures taken to cope with the identified delay in a mitigation plan, included in the quarterly report.

~~321.~~364. A residual delay is a delay linked to Project Works and for which no mitigation plan has been presented by the Capacity Provider.

~~322.~~365. When the Capacity Provider declares a residual delay in its quarterly report, he also declares to which Transaction(s) (among the transactions used to determine the Total Contracted Capacity as per paragraph 353) it is related to.

~~323.~~366. Based on the elements provided by the Capacity Provider in his quarterly reports, ELIA may require relevant additional information, explanation or details to the Capacity Provider to better assess a Capacity's situation. Such request is sent by ELIA from the CRM IT Interface within a period of twenty Working Days after submission of the quarterly report and answered to by the Capacity Provider within a period of ~~fourty~~twenty Working Days starting from ELIA's request. In the event that the Capacity Provider does not respond to ELIA's request, ELIA considers the Missing Volume (as defined in sections 8.4.2.2 and 8.4.2.3) as equal to the Pre-delivery Obligation.

367. In the event that ELIA did not receive a quarterly report in time according to the submission periods defined in § 359, ELIA sends a reminder to the Capacity Provider via the CRM IT Interface within a period of three Working Days starting from the end of said period. The Capacity Provider then provides the quarterly report to ELIA within a period of seven Working Days starting from the aforementioned reminder from ELIA.

368. If the Capacity Provider fails to provide a quarterly report following the procedure described in § 367, ELIA applies a financial penalty equal to

$$100 \left(\frac{€}{MW}\right) \times Total\ Contracted\ Capacity\ (MW)$$

per day that the quarterly report is late after the procedure described in § 367.

369. The procedure described in § 367 can be applied at most two times per CMU (or several CMUs in case of Linked Capacities). For every subsequent submission of a quarterly report that does not respect the periods as per § 359 ELIA applies a financial penalty of

$$100 \left(\frac{€}{MW}\right) \times Total\ Contracted\ Capacity\ (MW)$$

per day that the quarterly report is late after the periods described in § 359.

~~324.~~370. The modalities described above and below in this chapter except for section 8.5 apply to delays related to Project Works. Section 8.5 describes the processes triggered by delays on Infrastructure Works identified in those quarterly reports.

371. A checklist to support the Capacity Provider in the elaboration of its quarterly reports is provided – for information purposes – in ~~Annex~~annex 18.2.3.

~~325.~~

8.4 PRE-DELIVERY CONTROL PROCESS

8.4.1 Step 1 - Pre-delivery Obligation

~~8.4.1.1.1~~8.4.1.1 Pre-delivery Obligation on Existing CMUs and Additional CMUs

~~326.~~372. For both Existing CMUs and Additional CMUs, the determination of the Pre-delivery Obligation depends on whether the CMU is an Energy Constrained CMU or not.

~~327.~~373. For Additional CMUs in phase 1 (at the moment of control $t_{control\,1}$), the Pre-delivery Obligation corresponds to:

- the Total Contracted Capacity as determined per paragraph 353 if the CMU is a Non-energy Constrained CMU; or

- the Total Contracted Capacity as determined per paragraph 353 divided by the Derating Factor if the CMU is an Energy Constrained CMU. This is represented by the formula below:

$$[PreDelivery\ Obligation] = \left(\frac{Total\ Contracted\ Capacity\ (CMU, DP)}{Derating\ Factor\ (CMU, t)}\right)$$

~~Where   Derating Factor (CMU) = $\frac{\sum_{i=1}^{n}\ [Contracted\ Capacity\ (CMU, Transaction_i) \times Derating\ Factor(CMU, Transaction_i)]}{Total\ Contracted\ Capacity.\ (CMU, DP)}$~~

~~328.~~374. Each element of the formulas above is defined as follows:

- $Contracted\ Capacity\ (CMU, Transaction_i,)$ represents the Contracted Capacity associated to the Transaction i related to the CMU;

- *Derating Factor* ($CMU, Transaction_i,$) ~~is the Derating Factor contractually associated to Transaction_t in the Capacity Contract~~ (CMU, t) is in accordance with the definition for the CMU during the Transaction Period of the most recently validated Transaction of the CMU;

- $Transaction_i$ is one of the Transactions related to the CMU;

- Total Contracted Capacity (CMU, DP) is the Total Contracted Capacity over the Delivery Period;

~~329.~~375. For Existing CMUs at both moments of control and Additional CMUs in phase 2 (at the moment of control $t_{control\,2}$), the Pre-delivery Obligation corresponds to ~~hundred percent of~~ the Pre-delivery Obligations detailed in paragraph 373.

8.4.1.2 Pre-delivery obligation for a Virtual CMU

~~330.~~376. For a Virtual CMU, the Pre-delivery Obligation evolves according the moment of occurrence of the pre-delivery control ($t_{control\,1}$ or $t_{control\,2}$):

- at moment of control $t_{control\,1}$, the Pre-Delivery Obligation is equal to seventy-five percent of the Total Contracted Capacity of the Virtual CMU; and

- at moment of control $t_{control\,2}$, the Pre-Delivery Obligation is equal to twenty-five percent of the Total Contracted Capacity of the Virtual CMU.

8.4.2 Step 2 - Missing Volume

8.4.2.1 Missing Volume on Existing CMUs

~~331.~~377. To determine a Missing Volume on Existing CMUs, ELIA follows a three-step process: at first, ELIA calculates the Pre-delivery Measured Power of each Delivery Point part of the Existing CMU (section 8.4.2.1.1). Then, ELIA sums each Delivery Point Pre-delivery Measured Power to determine the CMU Pre-delivery Measured Power (section 8.4.2.1.2). Finally, ELIA determines the Missing Volume (section 8.4.2.1.3).

8.4.2.1.1 Delivery Point Pre-Delivery Measured Power

~~332.~~378. The Pre-delivery Measured Power of a Delivery Point results from the analysis of the quarter-hourly measurements of the Delivery Point (provided by metering devices compliant with metering requirements set in annex ~~18.1.2~~18.1.1) over a specific time series (this time frame is defined by the period of time for which data is available, as defined further in this section). Therefore, to determine it, ELIA uses one of the two following methods: the use of historical data (method 1) or the organization of a pre-delivery test (method 2).

8.4.2.1.1.1 Method 1 – Use of historical data

~~333.~~379. For Delivery Points for which historical data of the quarter-hourly measurements are available for a period of at least ten calendar days during the fifteen months before the moment of control,

ELIA uses method 1 as it aims at minimizing the impact on the Capacity Provider's operational processes.

334.380. The time series used by ELIA for this method are defined as follows:

- it starts with the first injection or offtake into the grid if the Delivery Point is connected to it since less than fifteen months before the moment of control; or

- it starts fifteen months before the moment of control if the Delivery Point is connected to the grid since more than fifteen months before the moment of control; and

- it ends at the moment of control.

335.381. A range of thirty-six hours in rolling window (each one starting from 12:00 pm until the following day at 11:45 pm) is considered in this time series. On each of these thirty-six hours, the highest power variation is determined as followed:

- for injection (a net injection is considered as a negative value for the quarter-hourly measurement), it consists in the absolute value of the difference between the lowest quarter-hourly measurement and the minimum between the highest quarter-hourly measurement and zero;

- for consumption (a net offtake is considered as a positive value for the quarter-hourly measurement) and for both injection and offtake, it corresponds to the difference between the highest quarter-hourly measurement and the maximum between the Unsheddable Margin (communicated as part of the Prequalification File as stated in section 5.2.3.1) and the lowest quarter-hourly measurement;

336.382. When the use of this method is impossible to determine the Pre-delivery Measured Power of a Delivery Point (e.g: in absence of historical quarter-hourly measurements), ELIA applies method 2 which is defined right below.

8.4.2.1.1.2 Method 2 – Organization of a pre-delivery test

337.383. To organize a pre-delivery test, ELIA sends a notification to the Capacity Provider via the CRM IT interface, asking him for a pre-delivery test date. This test date has to be set by the Capacity Provider within twenty Working Days starting from ELIA's notification. It is communicated to ELIA via the CRM IT interface within five Working Days starting from ELIA's notification.

The test date communicated by the Capacity Provider to ELIA indicates the start date of the test; beginning at 12:00 pm to finish the day after at 11:45 pm. The Pre-delivery Measured Power is then determined by ELIA applying the method described in paragraph§ 381.

8.4.2.1.2 CMU Pre-delivery Measured Power

338.384. The Pre-delivery Measured Power of the CMU corresponds to the sum of the Pre-Delivery Measured Power of each Delivery Point, as illustrated in the formula below:

$$[PreDelivery\ Measured\ Power]_{CMU} = \sum_{i=1}^{n} [PreDelivery\ Measured\ Power]_{Delivery\ Point\ i}$$

8.4.2.1.3 Determination of the Missing Volume

~~339.~~385. The ~~Pre~~pre-delivery Missing Volume corresponds to the maximum between zero and the difference between the Pre-delivery Obligation determined per ~~paragraph~~§ 375 and the Pre-Delivery Measured Power of the CMU determined per ~~paragraph~~§ 384.

$$Pre - Delivery\ Missing\ Volume$$
$$= Max\ \big(0\ ;\ ([PreDelivery\ Obligation]_{CMU} - [PreDelivery\ Measured\ Power]_{CMU})\big)$$

8.4.2.2   Missing Volume on Additional CMUs

~~340.~~386. At the moment of control $t_{control\,1}$, ELIA determines the ~~Pre~~pre-delivery Missing Volume based on the ~~most recent~~ quarterly report ~~at its disposal.~~received during the most recent submission period as defined in § 359. A Missing Volume represents the part of the Total Contracted Capacity determined as per ~~paragraph~~§ 353 for which a residual delay (as defined per ~~paragraph~~§ 364) is identified by the Capacity Provider.

387.   In the event that the Capacity Provider fails to submit the quarterly report relevant at $t_{control\,1}$ as described in § 386, the Missing Volume is assumed to be equal to the Pre-delivery Obligation.

~~341.~~388. At the moment of control $t_{control\,2}$, ELIA uses the available quarter-hourly measurements – upon the condition that they are gathered from validated metering devices (as described in annex 18.1.1) – to determine the ~~Pre~~pre-delivery Missing Volume. This approach allows Additional CMU to prove the availability of a part of their Pre-delivery Obligation, even though the whole CMU has not finished the entire Prequalification Process yet. The methodology followed is identical to the one applicable to Existing CMUs (as per section 8.4.2.1).

~~342.~~389. In absence of any validated metering devices, the Missing Volume corresponds to the Pre-delivery Obligation of the Additional CMU.

8.4.2.3   Missing Volume on Virtual CMUs

~~343.~~390. The ~~Pre~~pre-delivery Missing Volume of a Virtual CMU corresponds to the maximum between zero and the Pre-delivery Obligation (as determined per section 8.4.1.2), reduced by the share of the initial Contracted Capacity (on the VCMU) that has been fully prequalified and transferred to ~~an~~one (or more) Existing CMU(s) via a Transaction on the Secondary Market (following the process of section 8.6.2) prior to the moment of control.

In this way, on the moment of control the ~~Pre~~pre-delivery Missing Volume corresponds to:

$$Pre - delivery\ Missing\ Volume = Max\ \big(0\ ;\ [Predelivery\ Obligation - Contracted\ Capacity(ies)\ _{Exsiting\ CMUs}]\big);$$

~~344.~~391. It is the Capacity Provider's responsibility to ensure that, when requesting ~~Elia~~ELIA to validate the change from a virtual CMU to ~~an existing~~one (or more) Existing CMU(s) (as per section 8.6.2), ~~Elia~~ELIA is given sufficient time for such validation in order for it to be effective at the time of control. ELIA cannot be held liable in case the change has not become effective before the moments of control.

~~345.~~392. From the moment an Existing CMU has been prequalified and linked to this Virtual CMU (as per section 8.6.2), it is then subject to the pre-delivery control of an Existing CMU. Such control

is performed by ELIA at the moments of control, in parallel to the Pre-delivery control on the Virtual CMU.

8.4.2.4   Missing Volume on Energy Constrained CMUs

393.   Without prejudice to the determination of Missing Volumes in section 8.4.2.1, 8.4.2.2 and 8.4.2.3, any Missing Volume for Energy Constrained CMUs that is used for the determination of potential penalties as per section 8.4.3 is calculated by multiplying the aforementioned Missing Volume with the relevant Derating Factor, where the latter is equal to the one used in § 373, second bullet point.

8.4.2.5   Notification to the CREG

394.   Upon determination of any Missing Volume(s), ELIA sends an individual report for every concerned CMU (or several CMUs in the case of Linked Capacities) to the CREG with all relevant information, including the delays and mitigation plans.

8.4.3 Step 3 - Pre-delivery control penalties

8.4.3.1   Financial penalties

~~346.~~395. In case of positive Missing Volume determined on an Existing CMU (as per section 8.4.2.1), ELIA applies for each moment of control ($t_{control\ 1}$ and $t_{control\ 2}$), the following financial penalty:

$$Financial\ penalty\ (in\ EUR) = \text{~~6,250~~}\alpha \left(\frac{€}{MW}\right) \times Missing\ Volume(MW)$$

396.   The parameter α used in the formula detailed in § 395 represents an amount (in € per MW) that depends on the information provided in the permit report:

-   It is equal to 6,250 €/MW when the Capacity Provider holds all required permits for the Transaction Period;

-   It is equal to 10,000 €/MW when the Capacity Provider does not hold the required permits.

~~347.~~397. In case of positive Missing Volume determined on an Additional CMU at the moment of control $t_{control\ 1}$, ELIA applies the following financial penalty:

$$Financial\ penalty\ (in\ EUR) = \frac{1}{2} \times \beta\ (\frac{€}{MW}) \times Missing\ Volume(MW)$$

~~348.~~398. In case of positive Missing Volume determined on an Additional CMU at the moment of control $t_{control\ 2}$, ELIA applies the following financial penalty:

$$Financial\ penalty\ (in\ EUR) = \beta\ (\frac{€}{MW}) \times Missing\ Volume(MW)$$

349.399. The parameter $\beta\beta$ used in formulas detailed in ~~paragraphs~~§§ 396 and 398 ~~above~~, represents an amount (in € per MW) ~~which evolves according to~~that depends on the type of CMU in question and the information provided in the quarterly reports:

- ~~it is equal to 15,000 €/MW~~It is equal to 15,000 €/MW for a New Build CMU if the Permitting Milestone is either relevant for the concerned project and already reached by the Capacity Provider at the moment of control; or not relevant for the concerned project;

- It is equal to 20,000 €/MW for a New Build CMU if the Permitting Milestone is relevant for the concerned project and not reached yet at the moment of control;

- It is equal to 11,000 €/MW for any other Additional CMU if the Permitting Milestone is either relevant for the concerned project and already reached by the Capacity Provider at the moment of control; or not relevant for the concerned project;

- ~~it~~It is equal to ~~20~~15,000 €/MW for any other Additional CMU if the Permitting Milestone is relevant for the concerned project and not reached yet at the moment of control. ~~However, this amount may be reduced to €10,000/MW, if the Permitting Milestone remains relevant for the concerned project and is not reached yet at the moment of control, but the Capacity Provider demonstrates to Elia that all reasonable efforts have been made to reach the Permitting Milestone.~~

350.400. In case of positive Missing Volume determined on a Virtual CMU, ELIA applies for each moment of control ($t_{control\ 1}\ and\ t_{control\ 2}$), the following financial penalty:

$$Financial\ penalty\ (in\ EUR) = 20{,}000\ \left(\frac{€}{\text{MW}}\right) \times Missing\ Volume(MW)$$

8.4.3.2 Penalty cap

351.401. The financial penalty of an Additional CMU at the moment of control $t_{control\ 1}$ can be applied by ELIA for a maximum of three consecutive times on the same Total Contracted Capacity of the CMU. The possibilities for contract termination in this context are detailed in the Capacity Contract.

8.4.3.3 Reduction of Transaction Period of Total Contracted Capacity(ies)

352.402. In addition to the financial penalty calculated as per section 8.4.3.1, a Missing Volume may also impact the Transaction Period of a Contracted Capacity(ies).

353.403. If a Missing Volume is identified on an Additional CMU at the moment of control $t_{control\ 1}$, the Contracted Capacity of the initial Transaction ~~Period~~(s) is(are) reduced by the Missing Volume for the entire duration of the first Delivery Period covered by this(these) Transaction(s).

The Transaction(s) subject to this reduction of Transaction Period is(are) identified by the Capacity Provider as per paragraph 365.

The Capacity Contract is therefore adapted accordingly.

354.404. ~~Furthermore, if~~If a Missing Volume is identified on a Virtual CMU at the moment of control $t_{control\,1}$, the initial Transaction Period is reduced by the Missing Volume for the entire duration of the ~~first~~ Delivery Period. This reduction is done ~~pro-rata~~prorata between all the Transactions related to the Delivery Period and still associated to the Virtual CMU at the moment of control.

355.405. In the specific situation where the Transaction Period left – prior to the application of the mechanism described in ~~paragraphs above~~§§ 403 404 – is equal to one year and if the Missing Volume corresponds to the Pre-delivery Obligation, the Capacity contract is terminated.

356.406. ~~Finally, the~~The Transaction Period of a Contracted Capacity(ies) is (are) not impacted if a Missing Volume (on an Existing CMU, Additional CMU or Virtual CMU) is identified during the second moment of control.

8.4.4 Step 4 - Pre-delivery activity reports issuance and contestation

8.4.4.1 Pre-delivery activity report issuance

357.407. A pre-delivery activity report is established by ELIA after each moment of control and contains at least the following information, per CMU:

- The Pre-delivery Obligation;

- The Missing Volume (if any), including the intermediate calculations applied by ELIA during the Missing Volume determination process~~,~~ as explained in section 8.4.2;

- The financial and / or contractual penalties (if any), determined following the modalities of ~~section~~sections 8.4.3.1, 8.4.3.2 and 8.4.3.3.

358.408. The pre-delivery activity report is sent per email to the Capacity Provider within the timeframe set in the Capacity Contract.

8.4.4.2 Contestation

359.409. The pre-delivery control results are deemed final if no contestation is raised by the Capacity Provider within twenty Working Days as from the pre-delivery activity report notification date.

360.410. In case of contestation, the Capacity Provider notifies it by e-mail to ELIA (the email addresses to be used in such context are listed in the Capacity Contract). Any contestation is supported by a detailed justification. In such a case, the Capacity Provider and ELIA enter into negotiations in order to reach an amicable agreement within sixty Working Days as of the date of notification of contestation by the Capacity Provider. ELIA and the Capacity Provider may request additional information from each ~~other's~~other on the parameters in the pre-delivery activity report if needed.

In case a partial or total amicable agreement is reached between the parties within sixty Working Days, this agreement will result, where applicable, in a credit note.

If within sixty Working Days no partial or total agreement is found, the disputed amount or part

of the disputed amount of the penalties is the subject of a separate credit note in accordance with the Capacity Contract and the Capacity Provider pays the penalty and at the same time, both parties continue to seek an amicable solution within the sixty Working Days following the end of the first period of sixty Working Days.

In case an amicable agreement is reached between the parties in the second sixty Working Days, this agreement will result, where applicable, in a corrective invoice related to the amount that was the subject of the separate credit note, in accordance with the Capacity Contract.

If within sixty Working Days still no such agreement has been reached, the parties commence the litigation procedure in accordance with chapter 14

361.411. Consecutive to this contestation and depending on its content, the organization of an additional pre-delivery control may be required[27]. Such additional control is agreed between ELIA and the Capacity Provider and follows the rules of the second method (organization of a pre-delivery test, section 8.4.2.1.1.2), based on a proposed test date that is set no later than ten Working Days as from the contestation notification date.

If no additional pre-delivery control is required, ELIA updates (if relevant) the pre-delivery activity report within twenty Working Days from the contestation date and sends it to the Capacity Provider.

If an additional pre-delivery control is agreed upon as per paragraph§ 409, the updated pre-delivery control results – if more favorable to the Capacity Provider than the initial ones – are considered final and notified to the Capacity Provider within forty Working Days as from the initial pre-delivery report notification date. If the updated pre-delivery control results are less favorable than the initial ones, the latter remain valid.

362.412. In case the Capacity Provider wishes to contest the final results of the pre-delivery control (sent via the pre-delivery activity report), he follows the dispute resolution mechanism set out in chapter 14.

8.5 DELAYS ON INFRASTRUCTURE WORK

363.413. This section describes the fallback procedure applicable when a delay on an Infrastructure Work influencing already Contracted Capacity(ies) is identified by ELIA (or the relevant system operator, via the Capacity Provider's project execution plan).

8.5.1 Trigger

364.414. The fallback procedure described in this section is only applicable to delays on Infrastructure Works, upon the following conditions:

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[27] The organization of a new pre-delivery control is only accepted if a Pre-delivery Measured Power has been calculated by ELIA at the second moment of control.

- the Infrastructure Work causing the delay was identified during the Prequalification Process as part of the project execution plan and the technical agreement(s); and

- the delay influences the possible start of delivery of an already Contracted Capacity(ies) by more than two months; and;

- the CMU(s) associated to the impacted Contracted Capacity(ies) have been prequalified ~~with the status "additional".~~as an Additional CMU.

8.5.2 Operational procedure applicable

~~365.~~415. A delay on an Infrastructure Work can be identified between Capacity Contract's signature (~~after publication of Auction's results)~~as per chapter 7) and the start of the Delivery Period the related Capacity has been contracted for.

~~366.~~416. From the moment of its identification, at $t_{control\,1}$, ELIA (or the relevant system operator) applies the following procedure:

- ELIA (or the relevant system operator) notifies the CREG about the identified delay, including its justification;

- consecutive to CREG's notification, ELIA (or the relevant system operator) notifies the Capacity Provider(s) concerned by the delay on the Infrastructure Work and:

  • Details the impact of such delay on the possible start of delivery;

  • Estimates the impact of such delay on the initial Contracted Capacity.

- ELIA adapts the impacted Capacity Contract(s) and delays its (their) start of delivery by one year. As a consequence, its (their) end of delivery is also delayed by one year.

~~367.~~417. Finally and upon the condition that the delay on the Infrastructure Work is identified prior to the determination of ~~Y-1~~the volume of the Y-1 Auction for a Delivery Period Y, ELIA increases the volume to be procured in Y-1 Auction by the corresponding volume identified in paragraph 416 above.

8.5.3 Participation to Secondary Market

~~368.~~418. Independent of the start of delivery – which is delayed by one year in case the ~~fallback~~ procedure described in ~~this~~ section 8.5.2 is triggered – a Capacity Provider is allowed to participate to the Secondary Market from the moment its Contracted Capacity(ies) become "existing" as per procedure described in section 8.6.1 and provided that the related Infrastructure Works are finalized.

8.5.4 Contestation

~~369.~~419. ELIA refers to the chapter 14 as no specific modalities are foreseen to contest the use of ~~this fallback~~the procedure ~~by ELIA.~~described in section 8.5.2.

8.6 PROCESS TO CHANGE FROM ADDITIONAL CMU OR VIRTUAL CMU TO EXISTING CMU

8.6.1 From Additional CMU to Existing CMU

370.420. To evolve from Additional CMU to Existing CMU, the Capacity Provider finalizes the Prequalification Process described in chapter 5. As a first step, he accesses the Prequalification File related to its Additional CMU on the CRM IT interface.

371.421. As Existing Delivery Points part of an Additional CMU are considered as already complete and do not require additional information, the Capacity Provider only needs to access each Additional Delivery Point part of the Additional CMU and complete it(them) with required information and documentation[28] (as per section 5.2.2.1.2the § of section 5.2.3.1.25.2.3.1 related to Existing Delivery Points).

The Capacity Provider also needs to provide the extra information required at the level of the CMU in comparison to an Additional CMU and in accordance with section 5.2.3.2.2.

Once the information has been completed, the Capacity Provider submits the changes of his Prequalification File to ELIA. ELIA reviews the introduced changes following the same process and timing as defined in chapter 5.

372.422. If ELIA gives the status "approved" to the file, ELIA starts with the volume determination process:

- the Nominal Reference Power of each Delivery Point is determined following the process and timing of section 5.4.1;

- the Nominal Reference Power of the CMU is determined by ELIA and consists in summing the Nominal Reference Power of each Delivery Point part of the CMU, based on the most recent information available at the moment of NRP calculation.

373.423. The Reference Power, (Remaining) Eligible Volume and Secondary Market (Remaining) Eligible Volume are determined by ELIA following the rules of sections 5.4.3, 5.4.4, 5.4.5 and 5.4.6.

374.424. The prequalification result notification to the Capacity Provider respects the rules and timing of section 5.5.

375.425. ELIA cannot be held liable in the event that the Capacity Provider does not have the possibility to finalize this process prior to the moment of control $t_{control\,2}$. It is the responsibility of the Capacity Provider to start the process to become existing taking into consideration the timing foreseen for each step.

8.6.2 From Virtual CMU to Existing CMU(s)

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[28] It is at this step that the Capacity Provider has the possibility to provide anthe EAN code for aof its Delivery Point(s) (in case it was not done yet during the Prequalification Process of the Additional CMU-) that will be used by ELIA to determine the Pre-delivery Measured Power of a Delivery Point).

376.426. To evolve from a Virtual CMU to an Existing CMU (or several Existing CMUs) and transfer the corresponding Contracted Capacity(ies), the Capacity Provider prequalifies this (these) Existing CMU(s) during the Pre-delivery Period.

No Additional CMU can be used in this context. The Capacity Provider follows the Standard Prequalification Process and timings (as per chapter 5) to prequalify its Existing CMU(s).

377.427. The link between the newly prequalified Existing CMU and the Virtual CMU is notified by the Capacity Provider during the Prequalification Process of the Existing CMU, as part of the first Prequalification File submission date. Such identification allows ELIA:

- not to request a Financial Security for the Existing CMU(s) as one was already submitted by the Capacity Provider on the initial Virtual CMU and;

- to select as Derating Factors applicable to this(these) Existing CMU(s), the Derating Factors considered valid at the moment of the Auction process during which the Contracted Capacity (ies) on the Virtual CMU were selected.

378.428. Once the Existing CMU(s) is (are) prequalified, the Capacity Provider uses the Secondary Market (following the rules of Chapter 10) to transfer the Contracted Capacity initially allocated to the Virtual CMU on this(these) Existing CMU(s).

379.429. The evolution from Virtual CMU to Existing CMU(s) is considered complete from the moment the Transaction(s) is (are) approved by ELIA.

380.430. ELIA cannot be held liable in the event that the Capacity Provider does not have the possibility to finalize this process prior to the moment of control $t_{control\,1}$ and $t_{control\,2}$. It is the Capacity Provider's responsibility to start the process to become existing taking into consideration the timing foreseen for each step.

8.7 PROCESSES TO FOLLOW PRIOR THE START OF ANY TRANSACTION PERIOD

381.431. In addition to the Pre-delivery controls described above, a Capacity Provider needs to provide during the Pre-delivery Period two additional parameters to ELIA: his Declared Day-ahead Price, to be used by ELIA during the Availability Monitoring Process on CMUs not subject to Daily Schedule (section 9.4.3.2.3), and the NEMO to be used as reference in the context of the Payback Obligation (more details on the NEMO can be found in section 8.7.2).

8.7.1 Declared Day-ahead Price

382.432. The Declared Day-ahead Price is only relevant to CMUs not subject to the obligation to submit a Daily Schedule (such obligation is known as the individual MW schedule).

383.433. A Declared Day-ahead Price can be communicated by the Capacity Provider to ELIA through the CRM IT interface from the moment the CMU is an Existing CMU. ELIA acknowledges the good reception by notifying back the Capacity Provider.

In case no Declared Day-ahead Price is confirmed received by ELIA prior to the start of the Transaction Period of a CMU, the corresponding Contracted Capacity will be considered as

unavailable in the event of an Availability Test performed by ELIA during the Transaction Period (section 9.5).

8.7.2 NEMO

384.434. The NEMO indicates the market operator in which the Reference Price is observed in the Day-ahead Market. It is provided by the Capacity Provider to ELIA on CMU level, independent of the status of such CMU (existing, virtual or additional) and through the CRM IT Interface.

9 AVAILABILITY OBLIGATION

9.1 INTRODUCTION

This chapter contains the rules relating to the Availability Obligation of the Capacity Providers for their CMUs, which aim to ensure the availability of the CMU's Contracted Capacity, resulting from a Transaction in the Primary Market or in the Secondary Market, during the Delivery Period.

Section 9.2 contains general provisions applying to the Availability Obligation.

Section 9.3 describes the obligation for a Capacity Provider to notify ELIA of temporary limitations on the capacity of their CMUs, as well as the modalities for this notification.

Section 9.4 describes the Availability Monitoring. It comprises the identification of the precise moments during the Delivery Period relevant for this mechanism as well as how ELIA verifies whether the Capacity Provider complies with the obligation.

Section 9.5 describes the Availability Tests, as a complementary tool to the Availability Monitoring to verify whether the Capacity Provider has committed to the obligation.

Section 9.6 describes the Unavailability Penalty applicable if the Capacity Provider has violated its Availability Obligation.

9.2 GENERAL PROVISIONS

385.435. In this chapter, a "CMU" refers to a CMU having Contracted Capacity.

386.436. In this chapter, a "market segment" refers to a settlement period for the associated market (day-ahead, intraday, or balancing).

387.437. ELIA verifies whether the Capacity Provider complies with the Availability Obligation, through either Availability Monitoring (section 9.4) or Availability Tests (section 9.5). Both take into account Unavailable Capacity declared by the Capacity Provider (section 9.3). ELIA notifies the Capacity Provider of any violation and consequential Unavailability Penalties (as detailed in section 9.6).

388.438. The Capacity Provider is responsible for the provision of correct, complete and up to date information to ELIA for the purpose of the Availability Obligation. ELIA is not liable for penalties incurred by the Capacity Provider as a result of incorrect, incomplete or out of date information.

9.3 UNAVAILABLE CAPACITY

389.439. In case the Capacity Provider is aware of a limitation on the Capacity relative to the Nominal Reference Power (i.e. without accounting for Opt-out Volumes or Derating Factors) of his CMU during the Delivery Period, the Capacity Provider notifies ELIA of such Unavailable Capacity via the CRM IT Interface by providing the following information:

- the CMU ID; and

- the Remaining Maximum Capacity; and

- the start date and time of the unavailability; and

- the end date and time of the unavailability; and

- the reason for the unavailability, being one of the following:

  - planned outage; or

  - Forced Outage; or

  - other limitation, with a description provided by the Capacity Provider.; and

- whether the Capacity Provider wishes to apply Announced Unavailable Capacity

ELIA only accepts such a notification if:

- it contains all above information; and

- the Remaining Maximum Capacity does not surpass the last updated Nominal Reference Power of the CMU, according to section 5.6; and

- in case it is notified after 11:00 am the day before the start date of the unavailability, it does not state a higher Remaining Maximum Capacity than the last notified Remaining Maximum Capacity; and

- it is submitted at the latest ten Working Days after the start date of the unavailability.

390.440. If the notification fails to meet any one of these conditions, ELIA rejects it. The Capacity Provider submits a new notification.

391.441. ELIA informs the Capacity Provider of the acceptance or rejection of the notification within five Working Days from the date of the notification via the CRM IT Interface.

392.442. For any date and time "t" during the Delivery Period "Y" and for any CMU, ELIA applies the Remaining Maximum Capacity communicated in the last accepted notification by the Capacity Provider applying to a period in which date and time 't' resides. In case no limitation applying to date and time "t" were declared, the Remaining Maximum Capacity is equal to the Nominal Reference Power of the CMU.

393.443. For the Unavailable Capacity to be registered as Announced Unavailable Capacity, the Capacity Provider has to confirm they wish for it to apply in the notification according to § 439 and performs the notification as soon as possible and at the latest at 11:00 the day before the start date of the unavailability. ELIA determines the Announced Unavailable Capacity as equal to the last updated Nominal Reference Power minus the Remaining Maximum Capacity stated in the last accepted notification submitted before 11:00 the day before the start date of the unavailability. This is represented by the following formula:

$$P_{Announced,Unavailable}(CMU,t) = NRP(CMU,t) - P_{Max,Remaining}(CMU,t)$$

Where:

- $P_{Max,Remaining}(CMU, t)$ is the Remaining Maximum Capacity stated in the last accepted notification submitted before 11:00 the day before the start date of the unavailability

- $NRP(CMU, t)$ is the last updated Nominal Reference Power for the CMU

- $'t'$ represents any date and time within the Delivery Period and between the start and end date stated in the notification.

~~394.~~444. Every day during the Delivery Period, Elia notes the last accepted Remaining Maximum Capacity notified before 11:00 for each CMU as Remaining Maximum Capacity DA(CMU,t) for the following day. This parameter is used for the settlement of the Payback Obligation (as detailed in chapter 12).

~~395.~~445. A Capacity Provider can declare an Announced Unavailability for a maximum of seventy-five calendar days cumulatively per Delivery Period, of which cumulatively a maximum of twentyfive calendar days during the Winter Period. Once this limit is reached, the obligation to notify limitations on the Capacity persists but ELIA no longer determines any Announced Unavailable Capacity. The Announced Unavailable Capacity is equal to zero MW as of this point for the remainder of the Delivery Period.

~~396.~~446. ELIA monitors the declaration of Announced Unavailable Capacity for a CMU with respect to indicators of presence in the market, such as provision of other services to ELIA, including but not limited to Ancillary and Redispatching Services, or the CMU's scheduling information.

~~397.~~447. In case of evidence that the CMU was present in the market, in contradiction with the Announced Unavailable Capacity, ELIA notifies the Capacity Provider and requests explanation for the inconsistency. ELIA notifies the CREG of the evidence and response of the Capacity Provider.

~~398.~~448. In case the Capacity Provider becomes aware of any limitations on their CMU's Capacity after 11:00 the day before the start date of the unavailability, the Capacity Provider notifies ELIA immediately. Missing Capacity as a result of such a limitation is determined as Unannounced Missing Capacity according to section 9.6.1.

9.4 AVAILABILITY MONITORING

~~399.~~449. The Availability Monitoring aims to determine whether the Capacity Provider complies with its Availability Obligations.

~~400.~~450. Elia uses this mechanism exclusively during AMT Moments, composed of AMT Hours, identified by ELIA according to the rules set out in section 9.4.1 and during the Delivery Period.

~~401.~~451. ELIA verifies during AMT Moments if the Available Capacity equals the Obligated Capacity for each CMU. Section 9.4.2 describes the procedure to determine the Declared Market Price and the Required Volume, which are parameters used for the Availability Monitoring. Section 9.4.3 describes the procedure that ELIA applies to determine the Available Capacity and the Obligated Capacity.

9.4.1 AMT Moments

9.4.1.1 AMT Moments and AMT Hours determination

402.452. AMT Moments are a string of consecutive AMT Hours, which are triggered when the Day-ahead Market Price exceeds the AMT Price (according to section 9.4.1.2).

403.453. An AMT Moment is either a single AMT Hour or a set of consecutive AMT Hours. Two consecutive AMT Hours cannot be considered as two different AMT Moments unless they are not occurring the same calendar day.

9.4.1.2 AMT Price determination

404.454. ELIA determines the AMT Price for Delivery Period "Y" based on the latest reference scenario defined in the Royal Decree Methodology to set the Auction Parameters for the Y-1 Auction applying to Delivery Period "Y".

405.455. Before determining the AMT Price, Elia adapts the aforementioned reference scenario by replacing hypotheses on the type of capacity installed in the reference scenario for the Y-1 Auction with the CMUs awarded Contracted Capacity for the Delivery Period in the Y-1 Auction. In case no instruction for Y-1 Auction is given for Delivery Period "Y", this step is omitted.

406.456. ELIA applies the simulation used to establish the TSO report intended in article 7undecies §2 of the Electricity Act. This simulation is applied to a "set of simulation years", as referred to in article 10, §6 of the Royal Decree Methodology.

407.457. Elia ELIA determines the AMT Price based on the simulated prices obtained from the scenario obtained after § 456, as the minimum of:

- the median value of the price in each simulation year that is surpassed during hundred hours ;

- the tenth percentile lowest value of the price in each simulation year that is surpassed during twenty hours.

408.458. ELIA publishes the value of the AMT Price for Delivery Period "Y" on its website by May 15 prior to the Delivery Period. Prior to every Delivery Period, the Capacity Provider is responsible for taking note of the AMT Price.

9.4.1.3 Publication of AMT Hours and AMT Moments

409.459. After every last Day-ahead Market gate closure time of the NEMOs composing the Day-ahead Market Price, ELIA verifies for every hour of the concerned day if the Day-ahead Market Price exceeds the AMT Price.

- if the Belgian Day-ahead Market Price is equal to or exceeds the AMT Price, the concerning market segment is identified by ELIA as an AMT Hour.

- if the Belgian Day-ahead Market Price does not exceed the AMT Price, the concerning market segment is not identified as an AMT Hour.

410.460. ELIA publishes identified AMT Hours and AMT Moments on their website before 15:00 the day before the occurrence of the AMT Moments or no later than 18:00 in case a fallback procedure for the Day-ahead Market clearing applies (as provided in section 15.6).

411.461. The Capacity Provider is responsible for inquiring about the identified AMT Hours and AMT Moments, according to the publication modalities described above, and cannot contest them.

9.4.1.4 Application of Availability Monitoring during AMT Moments

412.462. The Capacity Provider ensures an Available Capacity (determined according to section 9.4.3.2) equaling at least its Obligated Capacity (determined according to section 9.4.3.1) for any AMT Hour and each of his CMUs during the Delivery Period.

413.463. ELIA verifies the compliance to this rule on an ad hoc basis, each time over a complete AMT Moment and for all CMUs. ELIA selects the AMT Hours to be verified according to a procedure approved by the CREG. The procedure is not disclosed publically.

ELIA submits this procedure to CREG for approval at the latest at the time of submission of the Functioning Rules for the Y-1 Auction in 2024 for Delivery Period 2025-2026.

414.464. The total number of AMT Moments during which Elia verifies the Availability Obligation cannot exceed thirty for a single Delivery Period.

9.4.2 Declared Market Price and Required Volume for CMUs without Daily Schedule

415.465. For any AMT Hour, ELIA determines the Declared Market Price (DMP) and the Required Volume (according to sections 9.4.2.3.3 and 9.4.2.3.2 respectively) of a CMU without Daily Schedule, based on all Declared Prices and Associated Volumes declared by the Capacity Provider (according to sections 9.4.2.1.2 and 9.4.2.2.2), as well as the reference electricity market prices for the concerned AMT Hour.

416.466. The Required Volume or 'V_{req}' is the volume required to be dispatched in reaction to the electricity market prices. ELIA determines it by comparing the Associated Volumes with the corresponding (Partial) Declared Price(s). This parameter is applied to establish Available Capacity during AMT Hours as defined in section 9.4.2.3.2.

417.467. Finally, the Declared Market Price (DMP) is determined according to section 9.4.2.3.3. The Declared Market Price (DMP) represents the price among the (Partial) Declared Day Ahead Price(s) of the CMU that has been surpassed by the corresponding market price reference for the corresponding AMT Hours and for which the Associated Volume (according to sections 9.4.2.1.3 and 9.4.2.2.3) is the highest. In case the Required Volume is determined as an average of Associated Volumes in response to the Intraday or Balancing Market occurring within a single AMT Hour, the Declared Market Price is a weighted average of several (Partial) Declared Day Ahead Price(s). The Declared Market Price (DMP) is used for settlement of the Payback Obligation for CMUs without Daily Schedule according to chapter 12.

9.4.2.1 Declared Prices and Associated Volumes

9.4.2.1.1 Main principles

~~418.~~468. The Capacity Provider notifies Declared Prices to ELIA for CMU(s) without Daily Schedule whenever he identifies a need to update this information, via the CRM IT Interface.

A Declared Price relates to one of the three price references:

- Reference Price; and

- intraday reference price; and

- positive imbalance price.

The Declared Price related to:

- the Reference Price is called the "Declared Day-ahead Price" (DDAP),

- the intraday reference price is called the "Declared Intraday Price" (DIDP).

- the positive imbalance price is called the "Declared Balancing Price" (DBALP).

The Capacity Provider can either declare one Declared Price per abovementioned price reference, or a set of 'n' prices for each, where 'n' corresponds to the amount of market segments for that reference in one day. ELIA then applies each value of the set only during the corresponding market segment indicated by the Capacity Provider (according to section 9.4.2.1.2).

Otherwise, in case of a single value per price reference, Elia applies the price value over the entire day.

~~419.~~469. ELIA includes, at the latest in the Functioning Rules approved before the Y-1 Auction in 2024 for Delivery Period 2025-2026, the intraday reference price(s) which a Capacity Provider is able to select as the reference for their Declared Intraday Price.

9.4.2.1.2 Declaration modalities

~~420.~~470. For each CMU without Daily Schedule, the Capacity Provider has to declare before the start of a Delivery Period "Y" at least one DDAP or set of DDAPs to ELIA.

~~421.~~471. In case the Capacity Provider fails to provide such a price to ELIA before the start of a Delivery Period "Y", ELIA applies a Remaining Maximum Capacity of zero MW for the CMU, superseding any declarations made by the Capacity Provider according to section 9.3, until a (set of) DDAP(s) has been provided by the Capacity Provider for the CMU. No Announced Unavailable Capacity applies during this period.

~~422.~~472. The Capacity Provider includes in the notification of (an update of) Declared Prices:

- the CMU ID to which the communicated (Partial) Declared Price(s) applies; and

- for each Declared Price, the single value of the price in €/MWh with 0.01 €/MWh precision; and

- in case of a set of "n" prices, where "n" corresponds to the amount of market segments (DA/ID/BAL, as applicable) for that reference in one day, the start and end time of the market segment for every Declared Price in the set of "n".

The notification can contain one or more (sets of) Declared Price(s) provided that it contains the complete information for each of these prices. ELIA accepts the notification under the following conditions:

- all above required information is present in the notification; and

- DDAP does not exceed the price cap applying to the Reference Price at the time of submission; and

- DIDP does not exceed the price cap applying to the intraday reference at the time of submission; and

- DBALP does not exceed the price cap applying to the positive imbalance price at the time of submission; and

- in case of a set of prices, there are precisely "n" values listed in the notification, where "n" corresponds to the amount of market segments (DA/ID/BAL, as applicable) for that reference in one day.

In case of acceptance, the Capacity Provider automatically receives a notification of acceptance.

In case of rejection, the Capacity Provider automatically receives a notification of rejection along with the reasons for rejection. ELIA does not apply the rejected values.

423.473. For any future AMT Hour, ELIA applies the last accepted value(s) of (the set of) Declared Day-ahead Price(s) notified before 9:00 the day before the occurrence of the AMT Hour.

424.474. For any future AMT Hour, ELIA applies the last accepted value(s) of (the set of) Declared Intraday or Balancing Price(s) notified more than two hours before the start of the AMT Hour.

425.475. With the exception of the DDAP, the Capacity Provider may request, when they deem it relevant, ELIA to terminate the application of any of the above Declared Prices.

9.4.2.1.3 Associated Volume

426.476. ELIA considers the Associated Volume of any Declared Price(s) as follows:

- for the DDAP, the Associated Volume for one Day-ahead Market segment is the last updatedNominal Reference Power of the CMU, according to section 5.6 ;

- for the DIDP or DBALP, the Associated Volume for one quarter hour market segment is the last updated Nominal Reference Power of the CMU, according to section 5.6.

9.4.2.2 Partial Declared Price and Associated Volume

9.4.2.2.1 Main Principles

427.477. Partial Declared Prices can be declared via the CRM IT Interface, continuously and according to their need, by the Capacity Provider. They complement the Declared Prices and are not used as a substitute.

428.478. Multiple Partial Declared Prices (per below-mentioned reference) are allowed for one CMU.

429.479. A Partial Declared Price is related to one of the three following references:

- Reference Price;

- the reference intraday price;

- positive imbalance price.

430.480. The (set of) Partial Declared Price of CMU related to :

- the Reference Price and with an Associated Volume "v" is registered as a Partial Declared Day-ahead Price (pDDAPv).

- the reference intraday price and with an Associated Volume "x" is registered as a Partial Declared Intraday Price (pDIDPx).

- the positive imbalance price and with an Associated Volume "y" is registered as a Partial Declared Balancing Price (pDBALPy).

431.481. The Capacity Provider can either declare multiple prices per abovementioned electricity market, or multiple sets of "n" prices, where "n" corresponds to the amount of market segments for that reference in one day, on the condition that each of these prices meets the conditions in §483.

In case of a set of "n" prices, ELIA applies each value of the set only during the corresponding market segment during the day as indicated in the set by the Capacity Provider (according to section 9.4.2.2.2).

Otherwise, Elia applies the price value(s) over the entire day.

432.482. ELIA includes at the latest in the Functioning Rules approved before the Y-1 Auction in 2024 for Delivery Period 2025-2026 the intraday reference price(s) a Capacity Provider is able to select as the reference for their Partial Declared Intraday Price(s).

9.4.2.2.2 Declaration modalities

433.483. The Capacity Provider includes in the notification of (an update of) Partial Declared Prices:

- the identity of the CMU to which the communicated the Partial Declared Price(s) applies; and

- for each Partial Declared Price(s), the single value of the price in €/MWh with 0.01 €/MWh precision; and

- for each Partial Declared Price(s), the single value of the Associated Volume to this price, which represents a part of the CMU's capacity, in MW with 0.01 MW precision; and

- in case of a set of "n" prices, where "n" corresponds to the amount of market segments (DA/ID/BAL, as applicable) for that reference in one day, the start and end time of the market segment for every Declared Price in the set of "n".

The Capacity Provider may include one or more (sets of) Partial Declared Price(s) in the notification provided that it contains the complete information for each of these prices. ELIA accepts the notification under the following conditions:

- every stated Partial Declared Price has a stated Associated Volume; and

- none of the stated Associated Volumes exceed the Nominal Reference Power of the CMU; and

- for any Partial Declared Price, the Capacity Provider has notified, prior to or along with the concerned notification, a Declared Price for the CMU and for the corresponding reference; and

- for the same reference, the stated Partial Declared Price is not greater than or equal to its Declared Price for that reference; and

- for the same reference, two stated Partial Declared Prices do not have the same Associated Volume; and

- for the same reference, two stated Partial Declared Prices are not equal; and

- for the same reference, one stated Partial Declared Price is greater than another previously notified or stated Partial Declared Price only if the former's Associated Volume is greater; and

- for any pDIDP or pDBALP, the CMU has a stated or previously notified pDDAP with the same Associated Volume; and

- for every stated set of Partial Declared Prices, there are "n" values stated in the set, where "n" corresponds to the amount of market segments (DA/ID/BAL, as applicable) for that reference in one day.

- for every stated set of "" prices, each price within the set corresponds to a single Associated Volume.

In case of acceptance, the Capacity Provider automatically receives a notification of acceptance.

In case of rejection, the Capacity Provider automatically receives a notification of rejection along with the reasons for rejection. ELIA does not apply the rejected values.

For any future AMT Hour, Elia applies the last accepted value(s) of (sets of) Partial Declared Day-ahead Price(s) notified before 9:00 am the day before the occurrence of the AMT Hour.

434.484. For any future AMT Hour, Elia applies the last accepted value(s) of (sets of) Partial Declared Intraday or Balancing Price(s) notified more than two hours before the start of the AMT Hour.

435.485. At any moment, the Capacity Provider may request ELIA to terminate the application of any of the above Partial Declared Prices. By exception, for (sets of) Partial Declared Day-ahead Prices

that still have a (set of) Partial Intraday or Partial Declared Balancing Price(s) for the same Associated Volume, the Capacity Provider terminates the latter prices jointly with or after the termination of the (set of) Partial Declared Day-ahead Price(s).

9.4.2.2.3 Associated Volume

436.486. ELIA considers the Associated Volume of any (set of) Partial Declared Price(s) as follows:

- for the pDDAP, the Associated Volume for one AMT Hour is the volume listed in the last accepted notification from the Capacity Provider ;

- for the pDIDP or pDBALP, the Associated Volume for one Intraday or Balancing market segment is the volume listed in the last accepted notification from the Capacity Provider ;

The Associated Volume always refers to the total capacity of the CMU the Capacity Provider is prepared to dispatch. It is not an incremental volume in relation to a different Partial Declared Price and Associated Volume.

9.4.2.3 Determination of the Declared Market Price and of the Required Volume

9.4.2.3.1 Inputs

437.487. ELIA determines the DMP and the Required Volume of a CMU for each AMT Hour. In order to do so, ELIA considers the required parameters as follows:

- for (Partial) Declared Price(s), ELIA uses the last accepted value(s) according to the timings in sections 9.4.2.1.2 and 9.4.2.2.2; and

- the CMU's Reference Price, in application at the time of the AMT Hour; and

- the values of the CMU's choice of intraday reference price occurring within the AMT Hour; and

- the values of the positive imbalance price as published on ELIA's website, occurring within the AMT Hour; and

- the Associated Volumes, according to sections 9.4.2.1.3 and 9.4.2.2.3.

9.4.2.3.2 Required Volume determination

438.488. For a given AMT Hour, ELIA determines the Required Volume as the highest volume that is expected to react to the different reference price signals occurring over the AMT Hour. ELIA does so according to the following procedure:

i. For each Balancing Market segment occurring within the AMT Hour, ELIA retains the highest Associated Volume for which the positive imbalance price surpassed its (Partial) Declared Balancing Price (or zero MW if no such price was surpassed). This results in a set of "x" volumes, where "x" is the number of Balancing Market segments within an AMT Hour. Each volume relates to a specific Balancing Market segment.

ii. For the "x" volumes determined in step i, ELIA calculates the average volume within each

Intraday Market segment occurring within the AMT Hour. This results in a set of "y" volumes, where "y" is the number of Intraday Market segments within an AMT Hour. Each volume relates to a specific Intraday Market segment.

iii.   For each Intraday Market segment occurring within the AMT Hour, ELIA retains the maximum between the volume determined in step ii and the highest Associated Volume for which the intraday reference price surpassed the (Partial) Declared Intraday Price (or zero MW if no such price was surpassed). This results in a set of "y" volumes, where "y" is the number of Intraday Market segments within an AMT Hour. Each volume relates to a specific Intraday Market segment.

iv.   ELIA calculates the average over all volumes in the set determined in step iii. This results in one value.

v.   The Required Volume is the maximum between the volume determined in step iv and the highest Associated Volume for which the Reference Price surpassed their (partial) Declared Day-ahead Price during the AMT Hour (or zero MW if no such price was surpassed).

ELIA uses the Required Volume for Availability Monitoring during AMT Hours where a Payback Obligation occurs.

9.4.2.3.3 Declared Market Price determination

~~439.~~489. For a given AMT Hour, ELIA determines the Declared Market Price as the Declared Price for the Day-ahead Market with an Associated Volume corresponding to the Required Volume.

~~440.~~490. If the Required Volume is equal in value to an Associated Volume of a Partial Declared Day-ahead Price or the Declared Day-ahead Price, the Declared Market Price is the associated price.

If the Required Volume equals zero MW, the Declared Market Price is not applicable.

In all other cases, the Declared Market Price is a composition of (Partial) Declared Day-Ahead Prices associated by the same Associated Volume to (Partial) Declared Intraday or Balancing Prices. ELIA then determines it by applying the following procedure:

i.   For each Balancing Market segment occurring within the AMT Hour, ELIA retains the "x" (Partial) Day-Ahead Price(s) corresponding to the "x" Associated Volumes obtained in step i for determining the Required Volume in section 9.4.2.3.2.

ii.   For the "x" prices determined in step i, ELIA calculates the volume-weighted average price within each Intraday Market segment occurring within the AMT Hour. This results in a set of "y" prices, where "y" is the number of Intraday Market segments within an AMT Hour. Each price relates to a specific Intraday Market segment. Each price is associated with the corresponding volume in the set of "y" volumes obtained in step ii for determining the Required Volume in section 9.4.2.3.2.

iii.   ELIA retains the "y" prices corresponding to the "y" volumes obtained in step iii for for determining the Required Volume in section 9.4.2.3.2.

iv.   ELIA determines the Declared Market Price as the volume-weighted average over all prices in the set obtained in step iii.

~~441.~~491. ELIA applies the Declared Market Price for a CMU and an AMT Hour "t" (DMP(CMU,t)) to determine the Payback Obligation (see chapter 12).

442.492. ELIA notifies to the CREG any declared prices and evolution thereof that could trigger doubts on anti-competitive behavior. Such behaviors can be, but are not limited to, a behavior aiming to avoid Payback Obligations or a consistent declaration of Declared or Partial Intraday or Balancing Prices lower than their day-ahead counterpart.

9.4.3 Obligated Capacity and Available Capacity determination

9.4.3.1 Determination of the Obligated Capacity

9.4.3.1.1 General provisions

443.493. The CMU has to provide Available Capacity at least equal to the Obligated Capacity at every AMT Hour individually.

444.494. The method for determining Obligated Capacity depends on whether the CMU is a Non-Energy Constrained or Energy Constrained CMU.

445.495. ELIA applies the Availability Monitoring to compare such Obligated Capacity with the measured Available Capacity (according to section 9.4.3.2).

446.496. ELIA assesses any differences between Obligated and Available Capacity (Missing Capacity) that result(s) in an Unavailability Penalty (according to section 9.6).

9.4.3.1.2 Non-energy Constrained CMU

447.497. For Non-energy Constrained CMUs, the Obligated Capacity for every AMT Hour is equal to the Total Contracted Capacity[29] applying to the AMT Hour.

The Total Contracted Capacity includes all Contracted Capacities for the CMU, be it acquired via the Primary or Secondary Market.

9.4.3.1.3 Energy Constrained CMU

448.498. Energy Constrained CMUs have to provide the Service in accordance with their Service Level Agreement (SLA), that is:

- for the duration of the hours specified by the CMU's SLA ; and

- for one activation per day.

The hours for one day during which the CMU provides its capacity in accordance with its SLA are defined as SLA Hours.

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[29] Without prejudice to the applied formula, this capacity consists of a 'derated' quantity for ex-ante Transactions and a 'non-derated' quantity for ex-post Transactions.

ELIA determines these hours for each day for which an Availability Monitoring Trigger occurs as:

- hours not exceeding the above-mentioned SLA's constraints; and

- hours during which ELIA observes (ex-post) that the CMU has shown to have dispatched its capacity; and

- hours for which the dispatching is in accordance with the (Partial) Declared Prices (applicable only to CMUs without Daily Schedule Obligation) according to section 9.4.2.

9.4.3.1.3.1 Determination of SLA Hours for CMUs with Daily Schedule

449.499. Daily schedule CMUs do not declare a Day-ahead Market Price (according to section 9.4.2). The determination of SLA Hours for CMUs with Daily Schedule occurs on the basis of:

- when, during the day, an AMT Hour occurred; and

- when, during the AMT Hours, Measured Power has the highest value.

450.500. ELIA, in doing so, retains a set of hours that does not exceed the number of hours 'N' specified in the CMU's SLA and does not impose more than one activation per day. ELIA applies the following procedure to select the SLA Hours for a given day:

   i.   ELIA selects all AMT Hours occurring on the concerning day;

   ii.   From the hours selected in step i, ELIA retains

- all hours if their number is lower than 'N'; or

- the 'N' hours with highest Measured Power, where 'N' is the number of hours specified in the CMU's SLA;

If the hours obtained in step ii:

- completely cover one or more AMT Moment(s), ELIA retains only the AMT Hours comprising the AMT Moment with highest average Measured Power within the AMT Moment as SLA Hours; or

- do not cover any AMT Moment completely, ELIA retains all hours selected in step ii as SLA Hours.

9.4.3.1.3.2 Determination of SLA Hours for CMUs without Daily Schedule

451.501. CMUs without Daily Schedule declare Declared Prices (see section 9.4.2) and potentially Partial Declared Prices. The selection of SLA Hours occurs on the basis of:

- when, during the day, an AMT Hour occurred; and

- when Active Volume (according to section 9.4.3.2.3.1) has the highest value; and

- when at least one (Partial) Declared Price was surpassed on its respective market.

- if no Declared Price was surpassed during any AMT Hour within the concerning day, the CMU is expected to be Unproven Available for all AMT Hours (according to section 9.4.2).

ELIA retains a set of hours that does not exceed the number of hours "N" specified in the CMU's

SLA and does not impose more than one activation per day. ELIA applies the following procedure to select the SLA Hours for a given day:

i. ELIA selects all AMT Hours occurring on the concerning day;

ii. If none of the CMU's (Partial) Declared Prices were surpassed during any AMT Hours occurring within the concerning day, ELIA retains all hours selected in step i as SLA Hours;

iii. If at least one of the CMU's (Partial) Declared Prices was surpassed during at least one AMT Hour occurring within the concerning day, ELIA retains all AMT Hours for which at least one (Partial) Declared Price was surpassed;

iv. From the hours selected in step iii:

   - ELIA retains all hours if their number is lower than "N"; or

   - ELIA retains the "N" hours with highest Active Volume (according to section 9.4.3.2.3.1), where "N" is the number of hours specified as the constraint in the CMU's SLA.

v. If the hours determined in step iv

   - cover at least one complete set of consecutive AMT Hours selected in step iv, ELIA retains only the complete set of consecutive AMT Hours with highest Measured Power averaged over the set as SLA Hours; or

   - cover no complete set of consecutive AMT Hours selected in step iv, ELIA retains all hours selected in step iv as SLA Hours.

9.4.3.1.3.3 Determination of Obligated Capacity for Energy Constrained CMUs

452.502. ELIA determines the Obligated Capacity for every Energy-Constrained CMU for its SLA Hours as a non-derated quantity. This is obtained by dividing the ex-ante Total Contracted Capacity by the Derating Factor. ELIA equally takes into account ex-post acquisitions and sales of obligations on top of the ex-ante contracted SLA service (according to section 10.4.8.2.2), without derating. This is defined by the following formula:

$$P_{Obligated}(CMU,t) = \frac{Total\ Contracted\ Capacity_{ex-ante}(CMU,t)}{Derating\ Factor\ (CMU,t)} + Contracted\ Capacity(CMU,t)_{ex-post}$$

Where:

- "t" is a measure for time expressed as an AMT Hour; and

- "$Total\ Contracted\ Capacity_{ex-ante}(CMU,t)$"[30] is the Total Contracted Capacity established at the time of closure for the ex-ante Secondary Market trades; and

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[30] Without prejudice to the applied formula, this capacity represents a 'derated' quantity.

- $Contracted\ Capacity(CMU,t)_{ex-post}$[27] is the sum of Contracted Capacities bought or sold in ex-post on the Secondary Market, where sales count negatively and acquisitions count positively.

- $Derating\ Factor\ (CMU,t)$ is in accordance with the ~~CMU's Derating Factor, determined as in §327~~definition in chapter 3 for the CMU during AMT Hour 't'.

~~453.~~503. On AMT Hours which are Non-SLA Hours, ELIA counts for any obligations acquired by the CMU on the Secondary Market *ex post*, permitted according to 10.4.8.2.3. The Obligated Capacity outside of SLA Hours is equal to the $Contracted\ Capacity(CMU,t)_{ex-post}$,[31] where:

- "t" is a measure for time expressed as an AMT Hour; and

- $Contracted\ Capacity(CMU,t)_{ex-post}$ is the sum of Contracted Capacities bought or sold ex-post on the Secondary Market, where sales count negatively and acquisitions count positively.

9.4.3.2   Determination of the Available Capacity

9.4.3.2.1 General Principles

~~454.~~504. This section establishes the rules for determining Available Capacity. The information ELIA receives from CMUs with and without Daily Schedule differs. ELIA therefore applies different methods to determine Available Capacity for both CMU types.

When determining Available Capacity it can be either Proven or Unproven Availability. For each component in Available Capacity, this section explicitly states whether it counts as Proven or Unproven Availability. Both types are considered of equal value for the determination of Available Capacity, but ELIA uses this distinction when identifying the need for Availability Tests on CMU's (according to section 9.5).

9.4.3.2.2 Determination of the Available Capacity for CMU with Daily Schedule

~~455.~~505. ELIA determines Available Capacity for CMUs with Daily Schedule based on the information provided in their Daily Schedule. An exception applies for Energy-Constrained CMU's outside of their SLA Hours, where proof is required that they effectively delivered beyond their SLA. This information is not present in the Daily Schedules, but measured in the Delivery Point.

9.4.3.2.2.1   Available Capacity for Non-energy Constrained CMUs with Daily Schedule

~~456.~~506. For a Non-energy Constrained Daily Schedule CMU, ELIA determines the Available Capacity as the minimum of:

- the last Pmax stated in the Daily Schedule aggregated at the relevant level for the Non-energy Constrained CMU with Daily Schedule; and

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[31] Without prejudice to the applied formula, this capacity represents a 'non-derated' quantity.

-   the last accepted Remaining Maximum Capacity according to 9.3.

Available Capacity established in this way is Proven Availability.

507. If Elia does not receive the Pmax from the Daily Schedule for the CMU for an AMT Hour subject to Availability Monitoring, the Available Capacity is determined as being equal to 0 MW.

9.4.3.2.2.2 Available Capacity for Energy Constrained CMUs with Daily Schedule

457.508. For an Energy Constrained CMU wih Daily Schedule during its SLA hours, ELIA determines the Available Capacity as the minimum of:

-   the last Pmax stated in the Daily Schedule aggregated at the relevant level for the Non-energy Constrained Daily Schedule CMU; and

-   the last accepted Remaining Maximum Capacity according to 9.3.

Available Capacity established in this way is Proven Availability.

458.509. For an Energy Constrained CMU with Daily Schedule outside of its SLA Hours, Elia determines the Available Capacity as the minimum of:

-   the CMU's Measured Power during the concerned AMT Hour; and

-   the last accepted Remaining Maximum Capacity according to 9.3.

 Available Capacity established in this way is Proven Availability.

510. If Elia does not receive the Pmax from the Daily Schedule for the CMU for an AMT Hour subject to Availability Monitoring, the Available Capacity is determined as being equal to 0 MW.

9.4.3.2.3 Determination of the Available Capacity for CMUs without Daily Schedule

459.511. ELIA determines Available Capacity for CMUs without Daily Schedules on the basis of:

-   the CMU's (Partial) Declared Prices (according to section 9.4.2); and

-   the CMU's last updated Nominal Reference Power, according to section 5.6; and

-   the CMU's Measured Power; and

-   the CMU's Remaining Maximum Capacity (according to section 9.3); and

-   any participation of the CMU's Delivery Points to Ancillary or Redispatching Service.

The surpassing of the Declared Day-ahead Price (DDAP) is associated with a delivery of Available Capacity through an Active Volume (according to section 9.4.3.2.3.1). Other Declared Prices do not impose delivery through Active Volume for the CMU, except for AMT Hours where the Reference Price surpasses the Strike Price (see chapter 12).

ELIA performs a stricter Availability Monitoring for AMT Hours with Payback Obligation, relative to

the CMUs Declared Prices in order to ensure conformity with the Payback Obligation. This stricter control comprises a verification on both sufficient Active Volume and Passive Volume.

The Availability Monitoring distinguishes three methods to determine the Available Capacity for CMUs without Daily Schedule.

460.512. In case one or more Delivery Point(s) and Associated Delivery Point(s) are prequalified in one or several reserved, frequency-related Ancillary Services or intends (on a voluntary or mandatory basis) to offer them for the Redispatching Service, the Capacity Provider identifies them during the Prequalification Process (as part of the Grid User Declaration; see chapter 5) or later via the CRM IT Interface. Under frequency-related Ancillary Services, the following are included:

- Frequency Containment Reserve (FCR)

- Automatic Frequency Restoration Reserve (aFRR)

- Manual Frequency Restoration Reserve (mFRR)

ELIA includes any participation in such services in determining Available Capacity for Delivery Points and Associated Delivery Point(s) for which the Capacity Provider has duly notified ELIA, according to the abovementioned process, of their successful prequalification for these services.

ELIA takes into account participation by the CMU's Delivery Point(s) in Redispatching and Ancillary Services, as from:

- the day after the notification of successful prequalification for the Redispatching or Ancillary Service, if the notification took place before 9:00; or

- two days after the notification of successful prequalification for the Redispatching or Ancillary Service, if the notification took place after 9:00.

ELIA applies the method set out in sections 9.4.3.2.3.1 and 9.4.3.2.3.2 to this end.

461.513. **Method 1** is applicable for an AMT Hour where the CMU's Declared Day-ahead Price is higher than its Reference Price and the CMU's Reference Price is higher than the Strike Pricelowest Calibrated Strike Price among the CMU's Transactions with a Transaction Period in which the AMT Hour lies.

In this case, the CMU is not expected to dispatch its full Obligated Capacity in reaction to the Reference Price. The Available Capacity of the CMU is determined according to the declaration of Unavailable Capacity (according to 9.3). ELIA applies the following formula to establish Available Capacity:

$$P_{Available}(CMU, t) = P_{Max,Remaining}(CMU, t)$$

Where:

- "t" is a measure of time expressed as an AMT Hour

- $P_{Max,Remaining}(CMU, t)$ is the Remaining Maximum Capacity defined in chapter 3

Available Capacity established in this way is Unproven Availability.

462.514. **Method 2** is applicable for an AMT Hour where the CMU's Declared Day-ahead Price is lower than or equal to its Reference Price and the CMU's Reference Price is lower than the ~~Strike Price~~lowest Calibrated Strike Price among the CMU's Transactions with a Transaction Period in which the AMT Hour lies.

In this case, the CMU is expected to dispatch its full Obligated Capacity in reaction to the Day-ahead market. The Available Capacity of the CMU is the volume of the CMU's capacity that reacted to the Declared Day-ahead Price, in the form of an Active Volume (according to section 9.4.3.2.3.1). ELIA takes into account Unavailable Capacity communicated by the Capacity Provider (according to 9.3). ELIA applies the following formula to establish Available Capacity:

$$P_{Available} = MIN(P_{Max,Remaining}(CMU, t); V_{Act}(CMU, t))$$

Where:

- "t" is a measure of time expressed as an AMT Hour;

- $V_{Act}(CMU, t)$ is the Active volume corresponding to the part of the CMU's capacity that effectively reacted to its Reference Price, according to section 9.4.3.2.3.1;

- $P_{Max,Remaining}(CMU, t)$ is the Remaining Maximum Capacity as defined in chapter 3.

463.515. **Method 3** is applicable for an AMT Hour where the CMU's Reference Price is higher than or equal to the ~~Strike Price~~lowest Calibrated Strike Price among the CMU's Transactions with a Transaction Period in which the AMT Hour lies.

In this case, the CMU is expected to dispatch its capacity according to the (Partial) Declared Prices. ELIA verifies:

- whether the CMU has reacted to market price signals by providing an Active Volume or V_{Act} not exceeding the Required Volume (according to section 9.4.3.2.3.1); and

- whether the CMU has retained sufficient Passive Volume or V_{Pas} as margin to Nominal Reference Power or Unsheddable Margin that did not react to the market price signals, not exceeding the difference between the Nominal Reference Power and the Required Volume (according to section 9.4.3.2.3.2).

ELIA takes into account Unavailable Capacity communicated by the Capacity Provider (according to section 9.3) and the Nominal Reference Power of the CMU.

ELIA applies the following formula to establish Available Capacity:

$$P_{Available} = MIN(P_{Max,Remaining}(CMU, t); MIN(V_{Act}(CMU, t); V_{req}(CMU, t)) + MIN(V_{Pas(CMU,t)}; NRP(CMU, t) - V_{req}(CMU, t)))$$

Where:

- "t" is a measure of time expressed as an AMT Hour

- $V_{Act}(CMU, t)$ is the Active Volume corresponding to the part of the CMU's capacity that effectively reacted to market price signals, according to section 9.4.3.2.3.1

- $V_{Pas}(CMU, t)$ is the Passive Volume corresponding to the part of the CMU's capacity that did not react to market price signals, according to section 9.4.3.2.3.1

- $V_{req}(CMU, t)$ is the Requested Volume according to section 9.4.2.3.2

- $P_{Max,Remaining}(CMU, t)$ is the Remaining Maximum Capacity as defined in section 9.3

- $NRP(CMU, t)$ is the CMU's last updated Nominal Reference Power, according to section 5.6

9.4.3.2.3.1 Determination of Active Volume or V~act~(CMU,t)

~~464.~~516. The Active Volume measures the part of the CMU's capacity which has reacted to market price signals, in accordance with its (Partial) Declared Prices in section 9.4.2. The method of determination takes into account whether capacity is provided through reduction in offtake or injection into the electricity grid. The determination of this volume follows four steps:

    i.   Establishing the initial Active Volume for all Delivery Points

    ii.   Correction for participation in reserved frequency-related Ancillary Services (if applicable)

    iii.   Correction for participation in Redispatching Services (if applicable)

    iv.   Determining the Active Volume

9.4.3.2.3.1.1 Establishing the initial Active Volume for all Delivery Points

~~465.~~517. First, ELIA establishes the initial Active Volume for each Delivery Point and Associated Delivery Point separately.

~~466.~~518. For a Delivery Point "" providing capacity by the potential for injecting energy into the electricity grid and an AMT hour "t", it is equal to the injection at the Delivery Point. It is determined according to the following formula:

$$V_{Act,Initial,i}(t) = -P_{measured,i}(t)$$

Where

- $P_{measured,i}(t)$ is the Measured Power for the Delivery Point 'i' during AMT hour 't'.

~~467.~~519. For a Delivery Point "i" providing capacity by the potential for reduction of offtake from the electricity grid and an AMT Hour "t", it is equal to the reduction in offtake at the Delivery Point. It is determined according to the following formula:

$$V_{Act,Initial,i}(t) = P_{Baseline,i}(t) - P_{measured,i}(t)$$

Where:

- $P_{measured,i}(t)$ is the Measured Power for the Delivery Point "i" and AMT Hour "t"

- $P_{Baseline,i}(t)$ is the Baseline for the Delivery Point "i" and AMT Hour "t", determined according to section 9.4.3.2.3.3.

468. 520. The CMU's initial Active Volume for AMT Hour 't' is established as the sum of the initial Active Volumes in the Delivery Points and the Associated Delivery Points. It is calculated by the following formula:

$$V_{Act,Initial}(CMU,t) = \sum_{i=1}^{n_{DP}} V_{Act,Initial,i}(t)$$

Where:

- 'n_{DP}' is the number of Delivery Points, including the Associated Delivery Point(s), for the CMU.

521. During the Availability Monitoring, Elia reserves its right to cross-check the Active Volume of a Delivery Point located downstream of an Access Point with measurements at :

- the corresponding Access Point for a TSO-connected Delivery Point

- the corresponding CDS Market Access Points for a CDS-connected Delivery Point (TSO-connected CDS)

In case of inconsistencies, Elia reserves its right to request the Capacity Provider to provide additional explanation.

9.4.3.2.3.1.2 Correction for participation in reserved frequency-related Ancillary Services

469. 522. When a CMU's Delivery Point has been contracted in frequency related Ancillary Services for a defined period, it has committed to be activated at instruction of ELIA up to a defined number of MW's of capacity. This volume of capacity is not expected to react to market price signals, but to an instruction of ELIA. The Active Volume is corrected taking into account the reserved volume and potential activation instructions.

470. 523. In case one or more duly notified – as stated in §512 – Delivery Point(s) and Associated Delivery Point(s) is (are) reserved in one or several frequency related Ancillary Services for the period covered by the AMT Hour, ELIA considers the participation to Ancillary Service as the minimum of the following parameters:

- the volume of the accepted frequency-related Ancillary Services bid;

- the maximum volume the Delivery Point is allowed to deliver in these Ancillary Services as established in the related Ancillary Service contractual framework;

- the Nominal Reference Power of the Delivery Point.

471. 524. The result is registered as "$V_{Pas,AS,i}(t)$" for Delivery Point "i" and applying to any AMT Hour "t" within the reserved period and is the volume for the Delivery Point which is not supposed to react to market price signals but to an instruction from ELIA.

472. 525. If one or more of the duly notified – as stated in paragraph§ 512 – and successfully in Ancillary Services contracted Delivery Point(s) and Associated Delivery Points participate in the provision of mFRR and are activated upon instruction of ELIA, ELIA registers "$V_{Act,AS,i}(t)$" as the average power provided for mFRR in Delivery Point "i"" during the AMT Hour "t". This activation should be counted once, in the"$V_{Pas,AS,i}(t)$", and thus subtracted from the CMU's initial Active Volume.

473.526. In total the correction for the CMU's Active Volume as a result of participation to Ancillary Services, $"V_{Act,AS}(CMU,t)"$ is determined as the sum of $"V_{Pas,AS,i}(t)"$ for all Delivery Points "i" for which such a volume was established, diminished with any activations at instruction of ELIA (the sum of $"V_{Act,AS,i}(t)"$). This total cannot surpass the margin remaining on those Delivery Points, meaning the Active Volume for the Delivery Point compared to its Nominal Reference Power, any activations of mFRR $(V_{Act,AS,i}(t))$ notwithstanding. It is defined by the following formula:

$$V_{Act,AS}(CMU,t) = MIN(\sum_{i=1}^{n_{DP,AS}} NRP_i(t) - (V_{Act,initial,i}(t) - V_{Act,AS,i}(t)), \sum_{i=1}^{n_{DP,AS}} V_{Pas,AS,i}(t) - \sum_{i=1}^{n_{DP,AS}} V_{Act,AS,i}(t))$$

Where:

- n_{DP},AS is the number of Delivery Points, including the Associated Delivery Point(s), for the CMU successfully reserved in Ancillary Services for the concerning period ;

- $NRP_i(t)$ is the Nominal Reference Power of the Delivery Point "" ;

- $V_{Act,initial,i}(t)$ is determined according to section 9.4.3.2.3.1.1 ;

- $V_{Act,AS,i}(t)$ as the average power provided for mFRR in Delivery Point "" during the AMT Hour "t".

9.4.3.2.3.1.3 Correction for participation in Redispatching Services (if applicable)

474.527. When a CMU's duly notified – as stated in §512 – Delivery Point and associated Delivery Point has committed to Redispatching Services, it has committed to modify the output at the Delivery Point as instructed by ELIA. Upon such an instruction, measurements in the Delivery Point(s) may deviate from the expected reaction to market price signals (according to section 9.4.2).

475.528. ELIA corrects the CMU's initial Active Volume for any downward supplied Activation of Redispatching Service. The absolute value in MW of the average downward supplied activation for Delivery Point "" is registered as $"V_{Act,RD,i}(t)"$ and counted positively. An upward Activation of Redispatching Service does not influence the Active Volume. In total, the CMU's Active Volume is corrected for the sum of $'V_{Act,RD,i}(CMU,t)'$ over all Delivery Points. This is described by the following formula:

$$V_{Act,RD}(CMU,t) = \sum_{i=1}^{n_{DP}} V_{Act,RD,i}(t)$$

- $'n_{DP}'$ is the number of Delivery Points, including the Associated Delivery Point(s), for the CMU

- $V_{Act,RD,i}(t)$ is absolute value in MW of the average downwards supplied Activation of Redispatching Service, upon instruction by ELIA, for Delivery Point "" and AMT Hour "t" as described in this step

9.4.3.2.3.1.4 Determining the Active Volume

476.529. The CMU's Active Volume is determined as the sum of initial Active Volume from section 9.4.3.2.3.1.1 and the correction components from sections 9.4.3.2.3.1.2 and 9.4.3.2.3.1.3. It is defined by the following formula for the CMU and AMT Hour "t" in question:

$$V_{Act}(CMU, t) = V_{Act,Initial}(CMU, t) + V_{Act,AS}(CMU, t) + V_{Act,RD}(CMU, t)$$

Available Capacity as a result of the Active Volume is considered Proven Availability.

9.4.3.2.3.2 Determination of Passive Volume or V$_{pas}$(CMU,t)

~~477.~~530. The Passive Volume measures the part of the CMU's capacity which did not react to market price signals, in accordance with its (Partial) Declared Prices in section 9.4.2. The method of determination takes into account whether capacity is provided through reduction in offtake from or injection into the electricity grid. The determination of this volume follows four steps:

     i.   Establishing the initial Passive Volume for all Delivery Points

     ii.   Correction for participation in reserved frequency-related Ancillary Services (if applicable)

     iii.   Correction for participation in Redispatching Services (if applicable)

     iv.   Determining the Passive Volume

9.4.3.2.3.2.1 Initial Passive Volume for all Delivery Points

~~478.~~531. First, ELIA establishes the initial Passive Volume for each Delivery Point and Associated Delivery Point separately.

~~479.~~532. For a Delivery Point "i"" providing capacity by the potential for injecting energy into the electricity grid and an AMT Hour "t", it is equal to the remaining margin relative to the Nominal Reference Power of the Delivery Point. It is determined according to the following formula:

$$V_{Pas,Initial,i}(t) = NRP_i(t) + P_{measured,i}(t)$$

Where

- $NRP_i(t)$ is the Nominal Reference Power of the Delivery Point "i"

- $P_{measured,i}(t)$ is the Measured Power in Delivery Point "i" during AMT Hour "t"

~~480.~~533. For a Delivery Point "i" providing capacity by the potential for reduction of offtake from the electricity grid and an AMT Hour "t", it is equal to the difference between the offtake and the Unsheddable Margin at the delivery point. It is determined according to the following formula:

$$V_{Pas,Initial,i}(t) = P_{measured,i}(t) - UM_i(t)$$

Where:

- $P_{measured,i}(t)$ is the Measured Power in Delivery Point "i" during AMT Hour "t"

- $UM_i(t)$ is the Unsheddable Margin for the Delivery Point "i"

~~481.~~534. The CMU's initial Passive Volume is established as the sum of the initial Passive Volumes in the Delivery Points. It is calculated by the following formula:

$$V_{Pas,Initial}(CMU,t) = \sum_{i=1}^{n_{DP}} V_{Pas,Initial,i}(t)$$

Where:

- n_{DP} is the number of Delivery Points, including the Associated Delivery Point(s), for the CMU.

9.4.3.2.3.2.2 Correction for participation in reserved frequency-related Ancillary Services

~~482.~~535. In case one or more duly notified – as stated in §512 – Delivery Point(s) and Associated Delivery Point(s) is (are) reserved in one or several frequency related Ancillary Services for the period covered by the AMT Hour, it has committed to be activated at instruction of ELIA up to a defined number of MW's capacity. This volume of capacity is not expected to react to market price signals, but to an instruction of ELIA. The Passive Volume is corrected for activation instructions of mFRR during the AMT Hour.

~~483.~~536. In total, the correction of the CMU's initial Passive Volume as a result of participation to Ancillary Services, $"V_{Pas,,AS}(CMU,t)"$ is determined as the sum of $"V_{Act,AS,i}(t)"$ for all Delivery Points "" for which such a volume was established.

$$V_{Pas,AS}(CMU,t) = \sum_{i=1}^{n_{DP,AS}} V_{Act,AS,i}(t)$$

Where:

- n_{DP},AS is the number of Delivery Points, including the Associated Delivery Point(s), for the CMU successfully reserved in Ancillary Services for the concerning period

- $V_{Act,AS,i}(t)$ as the average power provided for mFRR in Delivery Point "" during the AMT Hour "t", according to section 9.4.3.2.3.1

9.4.3.2.3.2.3 Correction for participation in Redispatching Services

~~484.~~537. When a CMU's Delivery Point committed to Redispatching Services, it has committed to modify the output at the Delivery Point as instructed by ELIA. Upon such an instruction the measurements at the Delivery Point(s) may deviate from the expected reaction to market price signals (according to section 9.4.2).

ELIA corrects the CMU's initial Passive Volume for any supplied upward Activation of Redispatching Service. The absolute value in MW of the average supplied upward activation over AMT Hour "t" for Delivery Point "" is registered as $"V_{Pas,RD,i}(t)"$ and counted positively. A downward Activation of Redispatching Service does not influence the Passive Volume. In total, the CMU's Passive Volume is corrected for the sum of $"V_{Pas,RD,i}(t)"$ over all Delivery Points. This is described by the following formula:

$$V_{Pas,RD}(CMU,t) = \sum_{i=1}^{n_{DP}} V_{Pas,RD,i}(t)$$

Where:

- n_{DP} is the number of Delivery Points, including the Associated Delivery Point(s), for the CMU

- $V_{Pas,CM,i}(t)$ is the value in MW of the upwards Activation of Redispatching Service, upon instruction by ELIA, for Delivery Point "i" and AMT Hour "t" as described in this step

9.4.3.2.3.2.4 Determining the Passive Volume

485. 538. The CMU's Passive Volume is determined as the sum of initial Passive Volume from section 9.4.3.2.3.2.1 and the correction components from sections 9.4.3.2.3.2.2 and 9.4.3.2.3.2.3. For the concerning CMU and AMT Hour "t", it is defined by the following formula:

$$V_{Pas}(CMU,t) = V_{Pas,Initial}(CMU,t) + V_{Pas,AS}(CMU,t) + V_{Pas,RD}(CMU,t)$$

Available Capacity as a result of the Passive Volume is considered Unproven Availability.

9.4.3.2.3.3 Baseline for Delivery Points providing capacity through the potential for reduction of offtake from the electricity grids of a CMU

486. 539. The determination of Available Capacity for Delivery Points providing capacity through the potential of reduction of offtake from the grid requires a Baseline.

For every Delivery Point requiring a Baseline, ELIA calculates the Baseline based on historical consumption and injection for the considered Delivery Point. For each AMT Hour in an AMT Moment covering a period "P" on day "A", the steps described in this section are performed.

9.4.3.2.3.3.1 Selection of the reference days

487. 540. ELIA selects a set of X representative days in the past, relative to day "A", which contain the metering data of the Delivery Point used for the determination of the Baseline.

ELIA selects the X reference days among Y representative days. The representative days are the last Y days preceding a day "A" that are of the same category as day "A", except for days that are excluded.

The days that are excluded are:

- the day before day "A";

- days during which an Activation of Redispatching or Ancillary Services upon request of the TSO has been made using this Delivery Point (provided the Delivery Point was duly notified; as stated in §512);

- the day(s) excluded by the Capacity Provider as described below.

The categories of representative days are:

- category 1: Working Days;

- category 2: week-end days and bank holidays;

- category 3: monday or first Working Day following a holiday. This category is optional. In the absence of explicit request by the Capacity Provider to consider the days of this category as a separate category, Mondays and first Working Day following a holiday are categorized as regular Working Days (category 1).

Depending of the category to which day "A" corresponds, "X" and "Y" for each category of representative days are defined as presented in the table below:

Category of day A	X	Y
Working day	4	5
Weekend day/bank holiday	2	3
Mondays (only applied in case of an explicit request by the Capacity Provider)	2	3

Table 7 – Selection of representative days

The Capacity Provider may exclude one or more representative day(s) provided that the request is reasoned and justified by the Capacity Provider by one of the following conditions:

- the Capacity Provider duly notified ELIA of Unavailable Capacity occurring on the day they wish to exclude, according to section 9.3;

- holidays, strike days or a closing period that differ from the past and that have an impact on the injection/offtake profile of the Delivery Point, unless one of those three conditions also applies to Day 'A';

- one of the CMU's (Partial) Declared Prices (according to section 9.4.2) was surpassed.

The "X" days correspond to the days (out of the "Y" representative days, determined as described above) for which the average net offtake of active power during the period corresponding to the period covered by the AMT Moment P of day A is the highest.

9.4.3.2.3.3.2 Baseline for each quarter hour

~~488.~~541. The Baseline value for each quarter hour in the AMT Moment(s) of day A is calculated as the average of the X values of active power of the considered Delivery Point, measured at the same quarter hour over the X reference days.

9.4.3.2.3.3.3 Baseline for each AMT hour

~~489.~~542. The Baseline for each AMT Hour is equal to the average of the quarter-hourly baseline profile values within each AMT Hour.

9.4.3.2.3.3.4 OPTIONAL: Baseline adjustment

~~490.~~543. The Capacity Provider has the possibility to request, when relevant for them, via the CRM IT Interface, the application of an adjustment in addition to the steps for determining the Baseline described above. It is requested for each Delivery Point individually.

ELIA only accepts such an adjustment under the following conditions.

- the request is reasoned and justified by the Capacity Provider ;

- the Baseline with adjustment gives better results than the Baseline without adjustment during a test period of ninety days prior to the Capacity Provider's request, excluding days during which the CMU's (Partial) Declared Price(s) was (were) surpassed or one of its duly notified – as stated in §512 – Delivery Points for Redispatching or frequency-related Ancillary Services was activated for this service;

To verify the second condition above, the Root Mean Square Error (RMSE) values for Baseline with and without adjustment are compared on a daily basis for a ninety days period. The RMSE value for a given Baseline method on a given day is calculated as follows:

$$RMSE_{baseline} = \sqrt{\sum_{q=1}^{n}(bl_q - m_q)^2},$$

Where

- n: number of quarters of an hour over a period on a given day ;

- q: a given quarter of an hour ;

- blq: value of the Baseline in question obtained for the quarter hour q ;

- mq: measurement of the quarter-hourly power obtained at the Delivery Point in question for the quarter-hour q.

491.544. The Baseline with adjustment is considered to give better results than the Baseline without adjustment if the RMSE of Baseline (as defined above) with adjustment is lower than the RMSE of Baseline (as defined above) without adjustment for 75% of the days considered.

ELIA has the possibility to refuse the Baseline adjustment opted by the Capacity Provider with a reasoned justification. ELIA notifies such a refusal to the CREG.

If the request to apply an adjustment is accepted, the adjustment is done by adding a correction value (positive or negative) to every quarter-hourly value calculated in section 9.4.3.2.3.3.2. This correction value is calculated as the difference between the average measured offtake of the Delivery Point during the adjustment period of day A (referred to as "Padjust,A"), and the average measured offtake of the Delivery Point during the period corresponding period on the X reference days (referred to as "Padjust,X"). The adjustment period is defined as the period of three hours starting six hours before the start of the AMT Moment containing the AMT Hour.

If the adjustment factor is higher than 15%, ELIA can request the Capacity Provider for a sound justification regarding the difference between the average active power measured during the adjustment period and the averaged measured power during period corresponding to the adjustment period during the X reference days. If such a justification is not provided or is insufficient, ELIA reserves the right, after notification to the CREG, to no longer apply a Baseline adjustment for the concerned Delivery Point and instead apply the Baseline without adjustment as of the day after the date of the AMT Hour during which this deviation was observed. ELIA informs the Capacity Provider of their decision. If he wishes to reinstate the adjustment of the baseline, the Capacity Provider must submit a new request for the concerned Delivery Point.

9.5 AVAILABILITY TESTS

9.5.1 Modalities

9.5.1.1 Decision to perform an Availability Test

492.545. ELIA can verify whether a Capacity Provider has committed to the Availability Obligation for any of its CMU's through unannounced Availability Tests.

493.546. ELIA can test a CMU up to three times successfully during the Winter Period and one time successfully outside of the Winter Period. Additionally, ELIA can test at maximum one time the full duration of the SLA (if any) successfully per Delivery Period. A test is successful if during each quarter hour between the test start and end time, zero MW of Missing Capacity was determined. As long as the limit of successful Availability Tests have not been reached, Elia can continue to perform Availability Tests for this CMU.

494.547. ELIA selects the moment of the Availability Test and the CMUs on which to perform Availability Tests according to an internal procedure, which is not disclosed publicly. The procedure is submitted to and approved by the CREG.

The selection of the CMUs is based on criteria including, but not limited to:

- the amount of Proven Availability of the CMUs relative to all other CMUs subject to a Capacity Contract for the current Delivery Period;

- previously failed Availability Tests by the CMU;

- missing Capacity during Availability Monitoring;

- correlations of the CMUs outputs with the communicated prices according to section 9.4.2.

The internal selection procedure includes provisions to avoid Availability Tests on days with a particularly low risk of adequacy issues.

ELIA submits this procedure to the CREG for approval at the latest at the time of submission of the Functioning Rules for the Y-1 Auction in 2024 for Delivery Period 2025-2026.

495.548. The Capacity Provider can also request an Availability Test to ELIA in order to meet the conditions for reinstating the original remuneration after downwards revision due to three AMT Moments and/or Availability Tests during which Missing Capacity was established (according to section 9.6). These tests need operational approval by ELIA and follow the same procedure as an Availability Test at the initiative of Elia.

496.549. Different Availability Tests for the same CMU take place on different calendar days.

497.550. Any costs of Availability Tests are borne by the Capacity Provider.

9.5.1.2 Notification of an Availability Test

498.551. ELIA instructs the Capacity Provider to perform an Availability Test via the CRM IT Interface between 15:00 pm and 15:30 pm the day before it is to take place. ELIA includes in their instruction an expected duration of the Availability Test. The expected duration can be one of two options:

- the full SLA duration (if applicable); or

- one quarter hour.

The notification contains a start and end time for the Availability Test. Start and end times determine the period during which the Obligated Capacity is verified by ELIA. The start- and end time covers a period of at least twenty-four hours. Within that period of time, the Capacity Provider can freely choose when they deliver the Available Capacity (according to section 9.5.2.2), as long as they provide the Obligated Capacity (according to section 9.5.2.1) for at least the expected duration. This choice is not explicitly stated by the Capacity Provider, but implied by the level of observed Available Capacity.

As from the time of notification, the Capacity Provider is restricted from trading obligations on the CMU in the Secondary Market for Transaction Periods falling within the start and end time of the Availability Test. As a consequence, all transactions on the Secondary Market for the CMU for which the Transaction Date (according to section 10.5.2) later than the time of notification of the Availability Test is rejected (according to ~~§~~section 10.5.5).

~~499.~~552. In case the CMU is a Linked Capacity to (a) different CMU(s), Elia simultaneously instructs an Availability Test to each Linked Capacity for the same start and end time and test duration. Linked Capacities receiving a simultaneous instruction for testing are permitted to exchange obligations on the Secondary Market, provided that both Buyer and Seller of the Obligation are one of the Linked Capacities.

Proven Availability for the purpose of determining the Secondary Market Remaining Eligible Volume, according to section 10.4.8.2, for ex-post trades in the above-mentioned case is equal to the Available Capacity determined in section 9.5.2.2.

9.5.2 Determination of the Obligated Capacity and the Available Capacity

9.5.2.1 Determination of the Obligated Capacity

~~500.~~553. In case the Availability Test coincides with an AMT Moment, the Capacity Provider is held to the Obligated Capacity for the Availability Test as determined in this section rather than to the Obligated Capacity for the AMT Hours.

~~501.~~554. ELIA tests whether the CMU is able to provide an instantaneous level of capacity that ensures the availability of the Total Contracted Capacity (in accordance with the SLA if applicable), taking into account the applicable Derating Factor[32]. ELIA does not test volumes which are part of Announced Unavailable Capacity (according to section 9.3). The Obligated Capacity is determined by the following formula:

$$P_{Obligated}(CMU,t) = MIN(NRP(CMU,t) - P_{Unavailable,Announced}(CMU,t); \frac{Total\ Contracted\ Capacity(CMU,t)}{Derating(CMU,t)})$$

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[32] Without prejudice to the applied formula, the resulting capacity represents a 'non-derated' quantity.

Where:

- 't' is a quarter hour within the start and end time of the Availability Test

- $NRP(CMU, t)$ is the CMU's last updated Nominal Reference Power, according to section 5.6

- $P_{Unavailable,Announced}(CMU, t)$ is the Announced Unavailable Capacity, determined according to section 9.3

- $Total\ Contracted\ Capacity(CMU, t)$ is the Total Contracted Capacity for the CMU established at the time of notification of the Availability Test

- $Derating(CMU, t)$ is in accordance with the ~~Derating Factor, determined as in §327~~definition in chapter 3 for the CMU during quarter hour 't'

This Obligated Capacity only applies during the consecutive quarter-hours spanning the expected duration of the test with highest Available Capacity (according to section 9.5.2.2) within the start and end time of the Availability Test. All other quarter-hours within start and end time have an Obligated Capacity of zero MW.

9.5.2.2 Determination of the Available Capacity

~~502.~~555. Available Capacity during this start and end time is established as the share of the CMU's capacity that responded with delivery of energy to ELIA's test signal. ELIA establishes a contribution for each Delivery Point and associated Delivery Point comprising the CMU.

~~503.~~556. For a Delivery Point ~~"""~~"i" providing capacity by the potential for injecting energy into the electricity grid, it is equal to the injection at the Delivery Point. It is determined according to the following formula:

$$P_{Available,i}(t) = -P_{measured,i}(t)$$

Where

- $P_{measured,i}(t)$ is the 15-minute measurement in Delivery Point "i" and quarter hour "t".

For a Delivery Point "i" providing capacity by the potential for reduction of offtake from the electricity grid, it is equal to the reduction in offtake at the Delivery Point. It is determined according to the following formula:

$$P_{Available,i}(t) = P_{Baseline,i}(t) - P_{measured,i}(t)$$

Where:

- $P_{measured,i}(t)$ is the quarter-hourly measurement in Delivery Point "i" and quarter hour "t"

- $P_{Baseline,i}(t)$ is the quarter-hourly Baseline for the Delivery Point "i" and quarter hour "t", determined in section 9.4.3.2.3.3.2.

~~504.~~557. For the CMU, during a quarter hour "t", the Available Capacity is determined as the sum of the Available Capacity for its Delivery Points. This is defined by the following formula:

$$P_{Available}(CMU, t) = \sum_{i=1}^{n} P_{Available,i}(t)$$

Where:

- n is the number of Delivery Points and Associated Delivery Points comprising the CMU

- $P_{Available,i}(t)$ is Available Capacity for Delivery Point "i" during quarter hour "t"

558. During an Availability Test, Elia reserves its right to cross-check the Available Capacity of a Delivery Point located downstream of an Access Point with measurements at :

    - the corresponding Access Point for a TSO-connected Delivery Point

    - the corresponding CDS Market Access Points for a CDS-connected Delivery Point (TSO-connected CDS)

    In case of inconsistencies, Elia reserves its right to request the Capacity Provider to provide additional explanation

9.6 MISSING CAPACITY AND UNAVAILABILITY PENALTY

~~505.~~559. The Missing Capacity of a CMU represents the amount of capacity that it fails to make available in accordance with its Availability Obligation.

ELIA determines a CMU's Missing Capacity based on the information collected during the Availability Monitoring and/or Availability Tests of the CMU (section 9.6.1).

~~506.~~560. The Capacity Provider is sanctioned with an Unavailability Penalty for any Missing Capacity on their CMU(s) (section 9.6.2).

ELIA notifies the Capacity Provider of any Missing Capacity and related Unavailability Penalty for its CMU. The Capacity Provider has the right to contest any Unavailability Penalty (section 9.6.3).

~~507.~~561. In case of multiple Unavailability Penalties resulting from any kind of Missing Capacity for the same CMU, ELIA applies an escalation procedure for further penalty measures (section 9.6.4).

9.6.1 Determination of Missing Capacity

~~508.~~562. The Missing Capacity of a CMU is equal to the positive difference between Obligated and Available Capacity for a given AMT Hour during Availability Monitoring (see section 9.4) or quarter hour during an Availability Test (see section 9.5). The amount of Available Capacity above the Obligated Capacity at any given moment is not taken into consideration in the determination of the Missing Capacity. ELIA does not consider any negative value for the Missing Capacity. The Missing Capacity for time 't' is determined by the following formula:

$$MC(CMU, t) = Max(P_{Obligated}(CMU, t) - P_{Available}(CMU, t); 0)$$

Where:

- t is either an AMT Hour or quarter hour within an Availability Test

- $P_{Obligated}(CMU,t)$ is the Obligated Capacity of the CMU for time t

- $P_{Available}(CMU,t)$ is the Available Capacity of the CMU for time t

After determining the Missing Capacity, ELIA determines the part considered as Announced Missing Capacity, based on both the Missing Capacity for time t, and the Announced Unavailable Capacity communicated by the Capacity Provider that covers time t. The following formula defines how this amount is calculated:

$$AMC(CMU,t) = Min(P_{Unavailable,Announced}(CMU,t)\,; MC(CMU,t))$$

Where:

- t is either an AMT Hour or quarter hour within an Availability Test

- $P_{Unavailable,Announced}(t)$ is the Announced Unavailable Capacity that covers the time t

- $MC(CMU,t)$ is the Missing Capacity of the CMU for time t

ELIA determines the Unannounced Missing Capacity (UMC) based on both the Missing Capacity for time t and the Announced Missing Capacity for time t previously calculated. This amount represents the remaining Missing Capacity for time t and is calculated as follows:

$$UMC(CMU,t) = Max(MC(CMU,t) - AMC(CMU,t); 0)$$

Where:

- t is either an AMT Hour or quarter hour within an Availability Test

- $MC(CMU,t)$ is the Missing Capacity of the CMU for the moment t

- $AMC(CMU,t)$ is the Announced Missing Capacity for time t

Both values ($AMC(CMU,t); MC(CMU,t)$) are used to calculate the amount of Unavailability Penalty.

9.6.2 Unavailability Penalty calculation

509.563. The Capacity Provider is sanctioned with an Unavailability Penalty for any Missing Capacity on their CMU(s). The Unavailability Penalty of a CMU is determined for the entire AMT Moment or Availability Test duration.

510.564. To calculate the amount of the Unavailability Penalty of a CMU, ELIA applies the following parameters according to this section:

- the penalty factor to be applied to the Missing Capacity; and

- the weighted average contracted value of the CMU at time 't' corresponding to the AMT Hour or quarter hour within the Availability Test during which the Missing Capacity was determined; and

- the number of hours or quarter hours, for AMT Moment and Availability Test expected duration respectively, for which the penalty applies; and

- a constant number, defined as 'UP', equivalent to ELIA's expectation of the number of AMT Moments during which availability is verified by ELIA.

511.565. ELIA applies the penalty factor depending on the type of Missing Capacity and the time it occurs (time *t*). For both Unannounced ~~Missing Capacity, the penalty factor is equal to 1. For~~and Announced Missing Capacity the penalty factor is set according to the season where the Missing Capacity was detected. The following table summarizes the value of the penalty factor X:

	Unannounced Missing Capacity 01/04/20xx – 31/10/20xx	Unannounced Missing Capacity 01/11/20xx-1 – 31/03/20xx	Announced Missing Capacity 01/04/20xx – 31/10/20xx	Announced Missing Capacity 01/11/20xx-1 – 31/03/20xx
Penalty factor (X)	0,5	1,4	0	0,9

Table 8 - Value of the Penalty factor (X)

512.566. The weighted contracted value of a CMU at time *t* corresponds to the Capacity Remuneration of each Transaction of the CMU with a Transaction Period covering time '*t'* weighted by the amount of Contracted Capacity in the Transaction. The value expressed in € per MW is determined by the following formula:

$$weighted\ contracted\ value(CMU, t) = \frac{\sum_{i=1}^{N}(Capacity\ Remuneration_i * Contracted\ Capacity_i)}{\sum_{i=1}^{N} Contracted\ Capacity_i}$$

Where:

- N is the number of Transactions (in Primary or Secondary Market) with a Transaction Period covering time t, being the AMT Hour for Availability Monitoring (see section 9.4) or quarter hour during an Availability Test (see section 9.5) during which Missing Capacity was determined.

513.567. The period of time for which the Unavailability Penalty applies is determined according to the case where Missing Capacity was established:

- in case Missing Capacity was established during an Availability Test, the number of quarter hours spanning the expected duration of the Availability Test (see section 9.5); or

- in case of an Energy-Constrained CMU, the number of SLA Hours; or

- in all other cases, the number of AMT Hours in the considered AMT Moment.

514.568. ELIA calculates the Unavailability Penalty with the following formula:

$Unavailability\ Penalty\ [€]$

$$= \frac{1}{T * UP}[\sum_{t=1}^{T} (1 + X) * Weigthed\ Contract\ Value(CMU, t) * UMC(CMU, t)$$
$$+ \sum_{t=1}^{T} (1 + X) * Weighted\ Contract\ Value(CMU, t) * AMC(CMU, t)]$$

Where:

- T is the number of AMT Hours or quarter hours (as respectively applicable for an AMT Moment or an Availability Test) for which the penalty applies (as described above)

- X[33] is the penalty factor to be applied to the Missing Capacity for time 't' (as in Table 8)

- $UMC(CMU, t)$ is the Unannounced Missing Capacity at time t according to section 9.6.1

- $AMC(CMU, t)$ is the Announced Missing Capacity for time t according to section 9.6.1

- UP is the anticipated number of AMT Moments where availability is verified, equal to fifteen. It is an order of magnitude and not a limitation nor a minimum number of AMT Moments during which ELIA effectively verifies availability.

- $Weigthed\ Contract\ Value(CMU, t)$ is as described above

515.569. A limit applies to the total amount of the Unavailability Penalty applicable to a Capacity Provider for Transactions of a CMU over one Delivery Period and one month meeting one of the following conditions:

- it concerns a Transaction of the Primary Market; or

- the Transaction Period covers one or more full Delivery Periods.

No limits apply to the total amount of Unavailability Penalties a Capacity Provider can receive for any other Transactions.

The limit of the Unavailability Penalty for the Delivery Period is equal to the sum of the awarded Capacity Remunerations for the Delivery Period multiplied with their respective Contracted Capacities as recorded on October 30 preceding the Delivery Period, for all Transactions of the CMU meeting one of the two above conditions.

The limit of the Unavailability Penalty for one month is equal to twenty percent of the sum of the awarded Capacity Remunerations for the Delivery Period multiplied with their respective Contracted Capacities as recorded on October 30 preceding the Delivery Period, for all Transactions of the CMU meeting one of the two above conditions.

Once the above-defined Delivery Period or monthly limit is reached for the Transaction(s) satisfying one of the criteria on a Non-energy Constrained CMU, Elia limits the Missing Capacity solely for the purposes of calculating the Unavailability Penalty to the difference between the

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[33] The value of X differs depending on the situation

Obligated Capacity and the sum of the Contracted Capacities for the Transactions subject to the limit. This is defined by the following formula:

$$MC(CMU,t) = MIN(P_{Obligated}(CMU,t) - \sum_{i=1}^{n} Contracted\ Capacity_i(CMU,t); Max(P_{Obligated}(CMU,t) - P_{Available}(CMU,t); 0))$$

Where:

- i represents the transaction for which the Delivery Period or monthly limit has been reached.

- t is either an AMT Hour or quarter hour within an Availability Test.

This applies until the end of the Delivery Period or month for the Delivery Period or monthly limit respectively.

Once the above-defined Delivery Period or monthly limit is reached for the Transaction(s) satisfying one of the criteria on an Energy Constrained CMU, ELIA limits the Missing Capacity solely for the purposes of calculating the Unavailability Penalty to the difference between the Obligated Capacity and the sum of the Contracted Capacities for the Transactions subject to a limit divided by the Derating Factor for the CMU. This is defined by the following formula:

$$MC(CMU,t) = MIN(P_{Obligated}(CMU,t) - \frac{\sum_{i=1}^{n} Contracted\ Capacity_i(CMU,t)}{Derating\ Factor(CMU,t)}; Max(P_{Obligated}(CMU,t) - P_{Available}(CMU,t); 0))$$

Where:

- i represents the transaction to which the Delivery Period or monthly limit has been reached.

- t is either an AMT Hour or quarter hour within an Availability Test.

This applies until the end of the Delivery Period or month for the Delivery Period or monthly limit respectively.

In addition, the transaction(s) is (are) no longer included in the above calculation of the weighted contract value for the remainder of the Delivery Period or month for the Delivery Period or monthly limit respectively.

The limitation on Missing Capacity during this period does not impact any other processes using Missing Capacity as input than the calculation of the Unavailability Penalty.

9.6.3 Notification and Contestation

516.570. ELIA provides the Capacity Provider with a monthly delivery activity report via the CRM IT Interface. This report covers an entire month, from the first day of the month at 00:00 until the last day of the month at 23:59. The report contains the following information determined for each AMT Hour in an AMT Moment or for each quarter hour of Availability Test where Missing Capacity has been detected by ELIA (with the exception of the Unavailability Penalty, which is stated for each entire AMT Moment/Availability Test):

- date and time; and

- the value in MW of the CMU's Available Capacity; and

- the value in MW of the CMU's Obligated Capacity; and

- the value in MW of the CMU's Missing Capacity, split up in Announced and Unannounced Missing Capacity; and

- the value in € of the CMU's Unavailability Penalty.

~~517.~~571. ELIA notifies the report via the CRM IT Interface before the 15th of month M+2 at the latest to the Capacity Provider for AMT Moments and Availability Tests occurring during month M.

~~518.~~572. If the Capacity Provider wishes to contest any parameters or calculation leading to an incorrect Unavailability Penalty, he has twenty Working Days from the notification of the delivery activity report to notify such motivated contestation to ELIA. In such a case, the Capacity Provider and ELIA enter into negotiations in order to reach an amicable agreement within sixty Working Days as of the date of notification of contestation by the Capacity Provider. ELIA and the Capacity Provider may request additional information from each other's on the parameters in the delivery activity report if needed.

In case a partial or total amicable agreement is reached between the parties within sixty Working Days, this agreement will result, where applicable, in a credit note.

If within sixty Working Days no partial or total agreement is found, the disputed amount or part of the disputed amount of the Unavailability Penalty is the subject of a separate credit note in accordance with the Capacity Contract and the Capacity Provider pays the amount of the Unavailability Penalty and at the same time, both parties continue to seek an amicable solution within the sixty Working Days following the end of the first period of sixty Working Days.

In case an amicable agreement is reached between the parties in the second sixty Working Days, this agreement will result, where applicable, in a corrective invoice related to the amount that was the subject of the separate credit note, in accordance with the Capacity Contract.

If within sixty Working Days still no such agreement has been reached, the parties commence the litigation procedure in accordance with chapter 14.

9.6.4 Penalty escalation procedure

~~519.~~573. A Capacity Provider with a CMU for which ELIA has determined Missing Capacity on three separate instances over the Delivery Period incurs a downwards revision of its Monthly Remuneration (as defined in the Capacity Contract) and, under the criteria in this section, further contractual impacts according to § 583.

~~520.~~574. ELIA issues the downwards revision of the Monthly Remuneration of a CMU if:

- the CMU fails to meet its Availability Obligations three times over a Delivery Period, during AMT Moments and/or Availability Tests. These three times do not require to be consecutive but do occur on separate calendar days; and

- each of these failures constitutes an Unannounced Missing Capacity over twenty percent of Obligated Capacity established during an AMT Moment and/or Availability Test.

521.575. The Monthly Remuneration for the Capacity Provider is reduced by a factor equal to the maximum ratio of the three Missing Capacities and the Obligated Capacity values established during the three failures. This reduction is realized by reducing future Monthly Remunerations by the original Monthly Remuneration multiplied with this ratio.

However, the Capacity Provider retains the initial Availability Obligation and remains liable for possible Unavailability Penalties for that CMU as in the Capacity Contract before the downwards revision was issued. *Total Contract Value* is not altered.

522.576. ELIA notifies the Capacity Provider via the CRM IT Interface of the application of the downwards revision through the monthly delivery activity report. The downwards revision of the Monthly Remuneration applies as of the moment of notification, regardless of the initiation of the contestation procedure. The agreement after contestation can be settled in a future invoice to the Capacity Provider. In addition, ELIA takes the reduction of the Nominal Reference Power in updating the volumes according to section 5.6.2.1.

523.577. For each month during which the Capacity Provider is subject to a reduced Monthly Remuneration, the reduced amount for that month is added to the amount of penalties contributing to the limit of the Unavailability Penalty for a Delivery Period defined § 569 for the CMU's Transactions to which such a limit applies. Once the penalty cap is reached for the concerned Delivery Period, the original Monthly Remuneration is restored for the remainder of the ongoing Delivery Period.

524.578. From the moment the Capacity Provider receives the downwards revision, the CMU has to successfully provide its Obligated Capacity in accordance with the Contracted Capacity and SLA three consecutive times during an AMT Moment and/or Availability Tests to reinstate the Capacity Provider's original Monthly Remuneration. For each of these three occurrences, the CMU must deliver one hundred percent of the Obligated Capacity as Proven Availability. The Capacity Provider notifies ELIA via the CRM IT Interface after completing the third successful delivery. This notification contains:

- the CMU ID; and

- the start date and time of each concerning Availability Test and/or AMT Moment.

ELIA accepts the notification if it contains a valid CMU ID and each of the stated start and end times correspond to an Availability Test and/or AMT Moment. Otherwise, ELIA rejects the notification and the Capacity Provider submits a new notification.

525.579. ELIA analyses the Obligated and Available Capacity for each Availability Test and/or AMT Moment. ELIA notifies the Capacity Provider of the following within five Working Days after the notification by the Capacity Provider:

- the CMU ID; and

- the start date and time of each concerning Availability Test and/or AMT Moment; and

- for each Availability Test/AMT Moment, the Obligated, Available and Missing Capacities; and

- whether the conditions for reinstating the remuneration have been met or not.

The Capacity Provider can request an Availability Test (according to section 9.5) to ELIA for the purpose of reinstating the Capacity Remuneration.

526. 580. The downward revision automatically carries over to the next Delivery Period for multi-year Capacity Contracts and sequential one-year contracts if the Capacity Provider failed to recover the initial Monthly Remuneration.

527. 581. As long as the CMU has not reinstated its Monthly Remuneration through three successful deliveries during an AMT Moment or Availability Test, its Capacity Provider is prohibited to buy additional obligations for this CMU on the Secondary Market.

528. 582. In case a new Missing Capacity greater than the previous three ones is determined by ELIA during an Availability Test or AMT Moments for this CMU before performing three successful tests, ELIA sends an updated value of the downward revision with this last Missing Capacity to the Capacity Provider and starts applying it as from the moment of notification to the Capacity Provider.

529. 583. In case the CMU was subject to a downwards revision of Monthly Remuneration during two consecutive Delivery Periods and the CMU each time failed to reinstate the original Capacity Remuneration within twelve weeks after the notification of the downward revision via the monthly delivery activity report, the Capacity Provider loses the possibility to reinstate the original Monthly Remuneration for the CMU. All current and future Contracted Capacities assigned to the CMU are reduced in proportion to the permanent reduction in Monthly Remuneration. Any Transactions having as a result zero MW Contracted Capacity are subsequently terminated, along with the associated rights and obligations.

530. 584. In case the Capacity Provider contests the application of the penalty escalation according to § 575 or 583, it is as a part of the procedure according to section 9.6.3 and litigation procedure in chapter 14.

10 SECONDARY MARKET

10.1 INTRODUCTION

This chapter describes the Secondary Market, which allows the transfer of (part of) the Contracted Capacity of a CMU to another CMU.

It explains the principles, conditions and the different processes that are to be followed by a Prequalified CRM Candidate or a Capacity Provider in order to participate to the Secondary Market

Section 10.2 provides the general provisions which form the basis for more elaborate rules in the subsequent sections.

Section 10.3 describes the conditions for the ~~Prequalified CRM Candidate or Capacity Provider and his~~Parties on the Secondary Market and their CMUs to notify a Secondary Market transaction to ELIA.

Section 10.4 describes the content of a Secondary Market transaction and the related requirements in order to obtain an approved Secondary Market transaction, conditions in Section 10.3 not withstanding.

Section 10.5 describes the process of notification to ELIA of a Secondary Market transaction to ELIA and its approval or rejection by ELIA.

Section 10.6 describes the process of contractual modification for ELIA resulting from an approved Secondary Market transaction.

Section 10.7 describes the Capacity Contract's possible escalation of penalties in case of underperformance of CMUs having concluded a Secondary Market Transaction.

Section 10.8 describes the start, accessibility and end of the Secondary Market.

Finally, section 10.9 describes the high-level IT requirements of a functioning and efficient Secondary Market participation.

10.2 GENERAL PROVISIONS

~~531.~~585. Capacity Providers and CRM Candidates may participate in the Secondary Market on a voluntary basis, provided they meet the necessary requirements according to section 10.3.

~~532.~~586. The Secondary Market process is a title transfer facility that is part of the CRM IT Interface. It consists of a notification, processing of received information and approval or rejection of the Secondary Market transaction between ~~a Seller of an Obligation and a Buyer of an Obligation.~~the Parties on the Secondary Market. Approved transactions result in a modification of the obligations and remuneration of the involved parties in accordance with the content of the approved transaction. It is not a solution for organizing, nor operating the bilateral or exchange agreement(s) beyond the title transfer facility.

533.587. For the purposes of this section, the term 'Secondary Market transaction' should be distinguished from the definition of Transaction. It instead concerns the mandatory set of information related to the envisaged transfer of rights and obligations and submitted for approval. The approval of a Secondary Market transaction leads to the creation/modification of Transactions, which are registered by ELIA in the Capacity Contract.

The phases prior to the notification towards ELIA of a Secondary Market transaction are arranged either solely between the ~~Capacity Provider (Seller of an Obligation) and a Prequalified CRM Candidate or Capacity Provider (Buyer of an Obligation),~~Parties on the Secondary Market, or via an Exchange. No interventions of ELIA is foreseen on this matter.

534.588. The process to be followed in order to successfully notify a Secondary Market transaction is performed by:

- both ~~parties of~~Parties on the Secondary Market ~~transaction, the Buyer of an Obligation and the Seller of an Obligation, implying~~ via a notification of the Secondary Market transaction to ELIA by each of them in the CRM IT Interface~~.~~

- ; or~~,~~

- the Exchange mandated by both ~~parties, the Seller of an Obligation and the Buyer of an Obligation,~~ Parties on the Secondary Market for the notification of the Secondary Market transaction to ELIA. Without prejudice to the definition of the term, the Exchange acts as an intermediary between the parties and arranges the notification to ELIA of Secondary Market Transactions via the CRM IT Interface.

535.589. ELIA does not make ~~available to Capacity Providers or Prequalified CRM Candidates~~ its own Exchange or trading platform for Secondary Market transactions in the CRM available to Capacity Providers or Prequalified CRM Candidates. Its role, in connection with these Functioning Rules, is to provide and manage the process of notification of Secondary Market transactions via the title transfer facility, approve or reject Secondary Market transactions, and publish the relevant data listed in chapter 16.

536.590. The Secondary Market transactions are processed by ELIA. Therein, Elia performs a verification on the submitted data to ensure that the contents are consistent with the contractual information and remain within the limits of maximum capacity provision of the involved CMUs. However, ELIA does not judge on the quality of the transaction from a business point of view and cannot be held responsible for losses incurred on approved transactions, meeting the requirements of this chapter. In particular, ELIA cannot be held responsible for any arrangements solely between Secondary Market parties, namely the Seller of an Obligation, the Buyer of an Obligation and, where applicable an Exchange.

537.591. A Secondary Market transaction can be notified solely after the opening of the Secondary Market according to section 10.8.1 and no Secondary Market transaction can be notified after the termination of the Secondary Market according to section 10.8.3.

538.592. Any approved Secondary Market transaction implies a full transfer of the contractual rights (e.g. the payment of the capacity remuneration) and obligations (e.g. the Availability obligation). The Seller of an Obligation yields the specified amount of Contracted Capacity and associated Capacity Remuneration from a Transaction in their Capacity Contract to the Buyer of an Obligation via a new Transaction under the Capacity Contract of the latter.

539.593. The approval of a notified Secondary Market transaction by ~~the Buyer of an Obligation and Seller of an Obligation parties to~~Parties on the Secondary Market of the Secondary Market transaction commits ~~entails for~~ them to the contractual implications, according to section 10.6.

540.594. The approval of a Secondary Market transaction notified by an Exchange, duly recognized by Secondary Market Exchange Mandates (according to annex 18.3.1), ~~entails for the Buyer of an Obligation and the Seller of an Obligation parties to~~commits the Parties on the Secondary Market of the Secondary Market transaction to the contractual implications, according to section 10.6.

541.595. All formulas described in sections 10.4 and 10.5 are related to parameters evolving in time and incorporate all parameters and Transactions (incl. modifications) in the CMU Capacity Contract. At any time, the most recent data are used by ELIA for the approval or rejection of a Secondary Market transaction.

542.596. Two dimensions of time determine the applied parameters in the formulas for this section:

- the t_{notif} defining the moment at which ELIA acknowledges reception of the notification according to paragraph 665;

- the Transaction Period TP on which the Secondary Market transaction applies

543.597. A granularity of 0,01 MW is applicable for MW data.

544.598. The rounding rule is rounding-up so that the result is rounded up or down to the nearest number (with a rounding-up if there is no nearest number) and applies to each formula.

10.3 CONDITIONS FOR SECONDARY MARKET PARTICIPATION

545.599. In order for ~~a~~ potential ~~Buyer or Seller of an Obligation~~Parties on the Secondary Market and their CMUs to be able to participate in the Secondary Market, they must satisfy the conditions stipulated in this section.

546.600. Potential ~~Buyers and Sellers of an Obligation~~Parties on the Secondary Market that mandated an Exchange to notify on their behalf must equally satisfy these conditions.

547.601. Exchanges may only participate on behalf of ~~Buyers and Sellers of an Obligation~~Parties on the Secondary Market if they meet the conditions in section 10.3.3.

548.602. ELIA does not grant access to the Secondary Market to Capacity Providers, Prequalified CRM Candidates, their CMUs and Exchanges if they do not comply with all conditions set out in this section.

549.603. ELIA exclusively approves Secondary Market transactions for Capacity Providers, CRM Candidates, their CMUs and Exchanges complying with the conditions set out in this section. ELIA does so via the process detailed in section 10.5.4.

10.3.1 Conditions for ~~Buyer and Seller of an Obligation~~Parties on the Secondary Market

550.604. Only Capacity Providers are entitled to be Sellers of an Obligation.

551.605. The Buyer of an Obligation is either a Prequalified CRM Candidate or a Capacity Provider.

552.606. The Buyer of an Obligation cannot be subject to contractual restrictions inhibiting him from participating to the Secondary Market as a result of the penalty escalation process, according to paragraph§ 695.

10.3.2 Conditions for Exchanges

553.607. To participate in the Secondary Market, an Exchange should be mandated by at least two Capacity Providers or at least a Capacity Provider and a Prequalified CRM Candidate. An Exchange is mandated by a Capacity Provider or Prequalified CRM Candidate if they each signed a valid Secondary Market Exchange Mandate (see annex 18.3.1) and duly communicated it to ELIA for registry.

554.608. The Secondary Market Exchange Mandate is completed, signed and sent to ELIA by both the Exchange and the Prequalified CRM Candidate(s) or the Capacity Provider(s). Notifications of Secondary Market transactions can be sent by the Exchange five Working Days after reception by ELIA of a duly completed and signed mandate.

555.609. The Capacity Provider or Prequalified CRM Candidate (as applicable) can unilaterally revoke their own Secondary Market Exchange Mandate by sending a completed and signed copy of annex 18.3.1 with option B selected, provided they give a noticesend it at least a twenty daysWorking Days before applicationthe revocation is to enter into effect.

If thethis minimum noticetimeframe is not respected and absent revocation by both parties according to § 610, the mandate is validremains in effect for the nextfuture notifications.

556.610. The Secondary Market Exchange Mandate can be revoked for future notifications by both the Exchange and the Prequalified CRM Candidate or the Capacity Provider sending a completed and signed copy of annex 18.3.1 with option B selected. The revocation is valid five Working Days after reception by ELIA of a duly completed and signed mandate revocation.. As from the moment of validation, ELIA no longer approves Secondary Market transactions submitted by the Exchange for the concerned Prequalified CRM Candidate or Capacity Provider, be it new or in process.

10.3.3 Conditions for CMUs

557.611. A Secondary Market transaction is solely considered if it involves two different CMUs: the CMU of the Seller of an Obligation and the CMU of the Buyer of an Obligation.

558.612. A CMU must meet the following criteria for participation in the Secondary Market:

- it is a Prequalified CMU; and

- it is respectively identified with a unique ID as displayed on CRM IT Interface, the *CMU ID*; and

- in case it concerns the Seller of an Obligation's CMU, it has a strictly positive Contracted Capacity on current and future Delivery Periods, according to section 10.4.8.1; and

- in case it concerns a CMU for the Buyer of an Obligation, it is an Existing CMU and it has a positive (above zero) Secondary Market Remaining Eligible Volume for at least one hour during the current or future Delivery Periods, covered by the Secondary Market Transaction according to section 10.4.8.2; and

- it is not subject to any restrictions inhibiting it from participating in the Secondary Market as a result of the penalty escalation process, according to § 695.

559.613. Through the evaluation of the Secondary Market Remaining Eligible Volume, according to section 10.4.8.2, the CMU is not allowed to acquire Contracted Capacity on capacity indicated as Opt-out IN, according to section 5.4.2, in a Secondary Market transaction as Buyer of an Obligation. There is no direct restriction on capacity indicated as Opt-out OUT for the CMU in a Secondary Market transaction as the Buyer of an Obligation.

10.4 SECONDARY MARKET TRANSACTIONS REQUIREMENTS

560.614. ELIA exclusively approves Secondary Market transactions complying with all the requirements listed in this section. Transactions that do not match these requirements are rejected. ELIA does so via the process detailed in section 10.5.4.

561.615. The Transaction Date, as determined in section 10.5.2, cannot exceed the start of the Transaction Period by more than ~~ten~~twelve Working Days.

562.616. The Secondary Market Transaction contains all the information in the Table 9 and respects the stated format.

563.617. In case of a bilateral Secondary Market transaction, both ~~the Seller of an Obligation and the Buyer of an Obligation~~Parties on the Secondary Market send to ELIA, via the CRM IT Interface, an identical notification containing all of the information relating to the Secondary Market transaction.

564.618. In case of a Secondary Market transaction via an Exchange, both ~~the Seller of an Obligation and the Buyer of an Obligation~~Parties on the Secondary Market approve the contents of the Secondary Market transaction prior to the notification thereof according to § 664. The Exchange submits a single notification on their behalf.

Information	Type	Unit	Information	Details
Secondary Market transaction external ID	Free field of 6 alphabet letters followed by 6 digits	NA	The ID of the Secondary Market transaction arranged by both the Seller of an Obligation and the Buyer of an Obligation (or an	As detailed in section 10.4.1

			Exchange)	
Seller of an Obligation	Capacity Provider ID	NA	Identification of the Capacity Provider considered as the Seller of an Obligation	As detailed in section 10.4.2
CMU of the Seller of an Obligation	CMU ID	NA	Identification of the CMU of the Seller of an Obligation	As detailed in section 10.4.3
Transaction of the Seller of an Obligation's CMU	Transaction ID	NA	Identification of the Transaction from which the obligation is deducted for the CMU of the Seller of an Obligation	As detailed in section 10.4.4
Buyer of an Obligation	Capacity Provider ID or Prequalified CRM Candidate ID	NA	Identification of the Capacity Provider or Prequalified CRM Candidate considered as the Buyer of an Obligation	As detailed in section 10.4.5
CMU of the Buyer of an Obligation	CMU ID	NA	Identification of the CMU taking over the obligation	As detailed in section 10.4.6
Secondary Market Capacity	Decimal number	MW	The volume of the Secondary Market Capacity that is transferred	As detailed in section 10.4.8
Transaction Period	Date / Time to Date / Time	Time	The Transaction Period indicating the start date/time until the end date/time (included)	As detailed in section 10.4.7
Capacity Remuneration	Decimal number	€/MW/year	The Capacity Remuneration of the identified Transaction of the CMU of the Seller of an Obligation	As detailed in section 10.4.9
Calibrated Strike Price of the Transaction	Decimal number	€/MWh	The Calibrated Strike Price of the identified Transaction of the CMU of the Seller of an Obligation	As detailed in section 10.4.10
Strike Price indexation Auction year	Integer or "NA"	Year	If applicable, the Calibrated Strike Price indexation in time represented by its parameter Auction year	As detailed in section 10.4.10

Strike Price indexation Auction type	"Y-4", "Y-1" or "NA"		If applicable, the Calibrated Strike Price indexation in time represented by its parameter Auction type Y-4 or Y-1	As detailed in section 10.4.10

Table 9 – Requirement on the notification content of a Secondary Market transaction

10.4.1 Secondary Market transaction external ID

565.619. The ~~Buyer of an Obligation and~~Parties on the ~~Seller of an Obligation~~Secondary Market, or if applicable the Exchange, determine a *Secondary Market transaction external ID*. This *Secondary Market transaction external ID* is composed of six letters (of the Latin alphabet of twenty-six letters) followed by six digits (each from zero to nine).

For both the Buyer of an Obligation and the Seller of an Obligation, the *Secondary Market transaction external ID* is new and has never been used previously in a Secondary Market transaction involving them, whether for a transaction that is in process, rejected or approved.

10.4.2 Seller of an Obligation

566.620. The Seller of an Obligation is exclusively identified by its *Capacity Provider ID*, as specified in his Capacity Contract, annex A.

10.4.3 CMU of the Seller of an Obligation

567.621. The CMU of the Seller of an Obligation is exclusively identified with its *CMU ID*, communicated in the Prequalification Process.

10.4.4 Transaction of the Seller of an Obligation's CMU

568.622. The Secondary Market transaction contains the Transaction ID, as listed in annex A of their Capacity Contract, for the specific Transaction of the Seller of an Obligation from which the Secondary Market Capacity is to be deducted.

569. ~~The Contracted Capacity for this Transaction is the result of all the previous successfully approved Secondary Market transactions, modified accordingly by the ELIA in accordance to section 10.6.~~

10.4.5 Buyer of an Obligation ID

570.623. The Buyer of an Obligation is a Capacity Provider or a Prequalified CRM Candidate and is therefore respectively identified by either:

- a *Capacity Provider ID*, as specified in his Capacity Contract, annex A, or

- a *Prequalified CRM Candidate ID* communicated in conection with the Prequalification Process

10.4.6 CMU of the Buyer of an Obligation

~~571.~~624. The CMU of the Buyer of an Obligation is identified with its *CMU ID*, communicated in the Prequalification Process.

10.4.7 Transaction Period

~~572.~~625. The Transaction Period is composed of a start date (date and time) and an end date (date and time).

~~573.~~626. The granularity in terms of period covered by the Secondary Market transaction is:

- one calendar day (measured from 00:00 to 23:59) or multiple consecutive calendar days during one Delivery Period or multiple consecutive Delivery Period(s); or

- one full hour or multiple consecutive full hours within a single calendar day.

~~574.~~627. The Transaction Period of the Secondary Market transaction is a period in time entirely covered by one or more Delivery Period(s) in the CRM.

~~575.~~628. The Transaction Period of the Secondary Market transaction is equal to or part of the Transaction Period of the Transaction of the Seller of an Obligation's CMU.

629. In case the Transaction of the Seller of an Obligation was obtained on the Primary Market, covers more than one Delivery Period and the CMU of the Seller of the Obligation has a Project ID with a corresponding investment file with CREG which has not yet undergone the ex post control described in articles 12-18 of the Royal Decree on the determination of the Investment Thresholds and the eligibility criteria for the Investment Costs, the end date does not exceed:

- the date of notification on the Secondary Market 't_{notif}', according to paragraph 596; or

- the start date of the Delivery Period targeted in the Auction (year and type as mentioned in annex A.1 in the Capacity Contract) where the Transaction of the Seller of an Obligation was issued,

whichever comes last, by more than one year.

~~576.~~630. The Transaction Period for an ex-ante Secondary Market transaction, as determined according to section 10.5.3, transferring an obligation from or to an Energy Constrained CMU must cover at least one or multiple full calendar days (i.e. from 00:00 to 23:59 ~~pm~~ for each day in the Transaction Period).

~~577.~~631. The Transaction Period for an ex-post ~~Secondar~~Secondary Market transaction, as determined according to section 10.5.3, is an hour or a set of consecutive hours considered as AMT Hour(s) within a same calendar day. Any Transaction Period of an ex-post Secondary Market transaction including at least one hour not considered as an AMT Hour is rejected according to § 676.

An exception applies for ex-post Secondary Market transactions during an Availability Test, exclusively permitted under the conditions of § 552. There, the Transaction Period may cover any quarter-hour to which the Obligated Capacity applies, according to ~~paragraph~~§ 554.

578.632. For an ex-post Secondary Market transaction, according to section 10.5.3, if the Transaction of the Seller of an Obligation's CMU has the status ex-ante and the CMU of the Seller of an Obligation is an Energy Constrained CMU, the Transaction Period is the entire set of SLA Hours of the Seller of an Obligation's CMU (according to section 9.4.3.1.3) for the calendar day to which the Transaction Period applies.

10.4.8 Secondary Market Capacity

579.633. The Secondary Market Capacity has a positive value in MW.

580.634. The Secondary Market Capacity is a fixed value in MW over the Transaction Period TP.

This implies that different Secondary Market Capacities over time are arranged in different Secondary Market Transactions.

581.635. The value of the Secondary Market Capacity does not exceed the limitations specified in this section. These limitations are based on the characteristics of the involved CMUs, belonging to the Buyer and the Seller of an Obligation.

582.636. All parameters and characteristics are evaluated relative to the time of notification $'t_{notif}'$.

10.4.8.1 Limitations relative to the Seller of the Obligation's CMU

583.637. In the case where:

- the Secondary Market transaction is performed in ex-post, as determined in section 10.5.3; And

- the Transaction of the Seller of an Obligation has the status ex-ante; And

- the CMU of the Seller of an Obligation is an Energy Constrained CMU,

The Secondary Market Capacity is limited to the minimum Contracted Capacity over the Transaction Period TP for the Transaction of the Seller of an Obligation's CMU divided by the Derating Factor of the ~~CMU's Transaction~~CMU.

This is represented by the following formula:

$$Secondary\ Market\ Capacity$$
$$\leq \frac{\text{Contracted Capacity}_{min}\ (CMU, Transaction\ Id, TP, t_{notif})}{\text{Derating Factor}\ (CMU, Transaction\ Id)} \quad \frac{Contracted\ Capacity_{min}\ (CMU, Transaction\ Id, TP, t_{notif})}{Derating\ Factor\ (CMU, t_{notif})}$$

Where:

- TP is the Transaction Period of the Secondary Market transaction according to section 10.4.7;

- t_{notif} is the moment at which ELIA acknowledges reception of the notification according to section 10.5.2;

- Transaction Id refers to the unique identifier of a Transaction of the Seller of an Obligation's CMU according to section 10.4.4 as specified in the annex A of the Capacity Contract or in the CRM IT Interface.

- $Contracted\ Capacity_{min}\ (CMU, Transaction\ Id, TP, t_{notif})$ is the minimum Contracted Capacity of the Transaction's CMU identified by its Transaction Id over the Transaction Period TP at the moment of the notification t_{notif};

- $Derating\ Factor\ (CMU, \text{Transaction Id}) t_{notif})$ is ~~in accordance with~~ the ~~Derating Factor, assigned at its creation, of~~ definition in chapter 3 for the ~~Transaction releasing an Obligation identified by its Transaction Id. The Derating Factor of the Transaction is also available in the Capacity Contract annex A~~ CMU at 't_{notif}''.

~~584.~~638. In all other cases, the Secondary Market Capacity is limited to the minimum of the Contracted Capacity over the Transaction Period TP for the Transaction of the Seller of an Obligation's CMU.

This is represented by the following formula:

$$Secondary\ Market\ Capacity\ \leq\ Contracted\ Capacity_{min}\ (CMU, Transaction\ Id, TP, t_{notif})$$

Where:

- TP is the Transaction Period of the Secondary Market transaction according to section 10.4.7

- t_{notif} is the moment at which ELIA acknowledges reception of the notification according to section 10.5.2;

- Transaction Id refers to the unique identifier of a Transaction of the Seller of an Obligation's CMU according to paragraph 10.4.4 as specified in the annex A of the Capacity Contract or in the CRM IT Interface;

- $Contracted\ Capacity_{min}\ (CMU, Transaction\ Id, TP, t_{notif})$ is the minimum Contracted Capacity of the Transaction's CMU identified by its Transaction Id over the Transaction Period TP at the moment of the notification t_{notif}.

10.4.8.2 Limitations relative to the Buyer of the Obligation's CMU

~~585.~~639. The Secondary Market Capacity does not exceed Secondary Market Remaining Eligible Volume (SMREV) for the CMU of the Buyer of an Obligation. This is represented by the following formula:

$$Secondary\ Market\ Capacity\ \leq\ SMREV\big(CMU, TP, t_{notif})\big)$$

~~586.~~640. The method for determining the Secondary Market Remaining Eligible Volume differs based on the following factors:

- whether the CMU of the Buyer of an Obligation is an Energy Constrained CMU or not; and

- whether the transaction takes place in ex-post or ex-ante, according to section 10.5.3.

~~587.~~641. The rest of this section contains the calculation of the Secondary Market Remaining Eligible Volume for the various cases that might arise.

10.4.8.2.1 Secondary Market Remaining Eligible Volume for Non-energy Constrained CMUs

588.642. For a Non-Energy Constrained CMU of the Buyer of an Obligation pursuant to an ex-ante Secondary Market transaction, the Secondary Market Remaining Eligible Volume is the positive result of the Remaining Maximum Capacity, reduced by the Total Contracted Capacity and Opt-out IN Volume over the Transaction Period, and then multiplied by the Last Published Derating Factor.

This is represented by the following formula:

$$
\begin{aligned}
SMREV\big(CMU, TP, t_{notif})\big) \\
= Max\big(0\,; Remaining\ Maximum\ Capacity_{min}\,(CMU,\ TP, t_{notif}) \\
- Total\ Contracted\ Capacity_{max}\,(CMU, TP, t_{notif}) - [OptOut\ Volume_{max}\,(CMU, TP, t_{notif}) \\
* Last\ Published\ Derating\ Factor\big(CMU, TP, t_{notif})]\big)
\end{aligned}
$$

Where:

- TP is the Transaction Period of the Secondary Market transaction according to 10.4.7

- t_{notif} is the moment at which ELIA acknowledges reception of the notification according to section 10.5.2;

- $Remaining\ Maximum\ Capacity_{min}\,(CMU,\ TP, t_{notif})$ is the minimum of the CMU's Remaining Maximum Capacity applicable according to section 9.3 over the Transaction Period TP at the moment of the notification t_{notif};

- $Total\ Contracted\ Capacity_{max}\,(CMU, TP, t_{notif})$ is the maximum of the CMU's Total Contracted Capacity over the Transaction Period TP at the moment of the notification t_{notif};

- t_{TCC} is defined by the time at which the maximum Total Contracted Capacity is identified over the Transaction Period TP;

- $Opt - out\ Volume_{max}\,(CMU, TP, t_{notif})$ is the maximum Opt-out Volume of the CMU over the Transaction Period TP considered as IN according to section 5.4.2, leading to a correction volume of the demand in the Auction § 267283 at the moment of the notification t_{notif};

- $Last\ Published\ Derating\ Factor\big(CMU, TP, t_{notif})$ is the last published Derating Factor for the CMU's technology at the moment of the notification t_{notif} according to 10.4.8.3

589.643. For a Non-Energy Constrained CMU of the Buyer of an Obligation and an ex-post Secondary Market transaction, the Secondary Market Remaining Eligible Volume is the positive result of the Proven Availability, reduced by the Total Contracted Capacity and Opt-out IN Volume over the Transaction Period, and then multiplied by the Last Published Derating Factor.

This is represented by the following formula:

$$SMREV(CMU, TP, t_{notif}))$$
$$= Max(0\,; Proven\ Availability_{min}\,(CMU,\ TP, t_{notif})$$
$$- Obligated\ Capacity_{max}\,(CMU, TP, t_{notif})$$
$$- [OptOut\ Volume_{max}\,(CMU, TP, t_{notif})$$
$$* Last\ Published\ Derating\ Factor(CMU, TP, t_{notif})])$$

Where:

- TP is the Transaction Period of the Secondary Market transaction according to section 10.4.7

- t_{notif} is the moment at which ELIA acknowledges reception of the notification according to section 10.5.2;

- $Proven\ Availability_{min}\,(CMU,\ TP, t_{notif})$ is the minimum of the CMU's Proven Availability applicable according to section 9.4.3.2 over the Transaction Period TP at the moment of the notification t_{notif};

- $Obligated\ Capacity_{max}\,(CMU, TP, t_{notif})$ is the maximum of the CMU's Obligated Capacity according to the section 9.4.3.1 over the Transaction Period TP TP at the moment of the notification t_{notif};

- $Opt - out\ Volume_{max}\,(CMU, TP, t_{notif})$ is the maximum Opt-out Volume of the CMU considered as IN according to section 5.4.2, leading to a correction volume of the demand in the Auction according to chapter Auction § ~~268~~283 over the Transaction Period TP at the moment of the notification t_{notif};

- $Last\ Published\ Derating\ Factor(CMU, TP, t_{notif})$ is the last published Derating Factor for the CMU's technology at the moment of the notification t_{notif} according to 10.4.8.3

10.4.8.2.2 Secondary Market Remaining Eligible Volume for Energy Constrained CMUs on their SLA Hours

~~590.~~644. For an Energy-Constrained CMU pursuant to an ex-ante Secondary Market transaction on its SLA hours, the Secondary Market Remaining Eligible Volume is the positive result of the Remaining Maximum Capacity, reduced by the Total Contracted Capacity divided by the Derating Factor and Opt-Out IN Volume and then multiplied by the Last Published Derating Factor.

This is represented by the following formula:

$$SMREV\big(CMU, TP, t_{notif}\big)$$

$$= Max\Bigg(0; \Bigg[Remaining\ Maximum\ Capacity_{min}\ (CMU,\ TP, t_{notif})$$

$$- \Bigg[\frac{Total\ Contracted\ Capacity_{max}\ (CMU, TP, t_{notif})}{Derating\ Factor\ (CMU, t_{TCC})}\Bigg] - OptOut\ Volume_{max}\ (CMU, TP, t_{notif})\Bigg]$$

$$* Last\ Published\ Derating\ Factor(CMU, TP, t_{notif})\Bigg)\Bigg(0; \Bigg[Remaining\ Maximum\ Capacity_{min}\ (CMU,\ TP, t_{notif})$$

$$- \Bigg[\frac{Total\ Contracted\ Capacity_{max}\ (CMU, TP, t_{notif})}{Last\ Published\ Derating\ Factor(CMU, TP, t_{notif})}\Bigg] - OptOut\ Volume_{max}\ (CMU, TP, t_{notif})\Bigg]$$

$$* Last\ Published\ Derating\ Factor\big(CMU, TP, t_{notif}\big)\Bigg)$$

Where:

- TP is the Transaction Period of the Secondary Market transaction according to section 10.4.7

- t_{notif} is the moment at which ELIA acknowledges reception of the notification according to section 10.5.2;

- $Remaining\ Maximum\ Capacity_{min}\ (CMU,\ TP, t_{notif})$ is the minimum CMU Remaining Maximum Capacity according to the section 9.3 applicable over the Transaction Period TP at the moment of the notification t_{notif};

- $Total\ Contracted\ Capacity_{max}\ (CMU, TP, t_{notif})$ is the maximum CMU Total Contracted Capacity over the Transaction Period TP at the moment of the notification t_{notif};

- t_{TCC} is defined by the time at which the maximum Total Contracted Capacity is identified over the Transaction Period TP;

- $Derating\ Factor\ (CMU, t_{TCC})$ is the weighted average based on Contracted Capacities of the previous registered Transactions Derating Factors of the CMU on moment t_{TCC} and represented by the following formula:

  $$Derating\ Factor\ (CMU, t)$$
  $$= \frac{\sum_{i=1}^{n}\ [Contracted\ Capacity\ (CMU, Transaction_i, t_{TCC}) * Derating\ Factor(CMU, Transaction_i)]}{Total\ Contracted\ Capacit_{max}(CMU, t_{TCC})}$$

- $OptOut\ Volume_{max}\ (CMU, TP, t_{notif})$ is the maximum Opt-out Volume of the CMU considered as IN according to section 5.4.2, leading to a correction volume of the demand in the Auction according to § 267283 over the Transaction Period TP at the moment of the notification t_{notif};

- $Last\ Published\ Derating\ Factor(CMU, TP, t_{notif})$ is the last published Derating Factor for the CMU's technology at the moment of the notification t_{notif} according to 10.4.8.3

591.645. For an Energy-Constrained CMU and an ex-post Secondary Market transaction on its SLA Hours, the Secondary Market Remaining Eligible Volume is the positive result of the Proven Available Capacity, reduced by the Obligated Capacity and the Opt-Out IN Volume, multiplied by the Last Published Derating Factor.

This is represented by the following formula:

$$SMREV(CMU, TP, t_{notif}))$$
$$= Max \left(0 \; ; Proven\ Availability_{min}\ (CMU,\ TP, t_{notif}) \right.$$
$$\left. - Obligated\ Capacity_{max}\ (CMU, TP, t_{notif}) - OptOut\ Volume_{max}\ (CMU, TP, t_{notif}) \right)$$

Where:

- TP is the Transaction Period of the Secondary Market transaction according to section 10.4.7

- t_{notif} is the moment at which ELIA acknowledges reception of the notification according to section 10.5.2;

- $Proven\ Availability_{min}\ (CMU,\ TP, t_{notif})$ is the minimum CMU Proven Availability according to section 9.4.3.2 applicable over the Transaction Period TP at the moment of the notification t_{notif};

- $Obligated\ Capacity_{max}\ (CMU, TP, t_{notif})$ is the maximum CMU Obligated Capacity according to the section 9.4.3.1 over the Transaction Period TP at the moment of the notification t_{notif};

- $OptOut\ Volume_{max}\ (CMU, TP, t_{notif})$ is the maximum Opt-out Volume of the CMU considered as IN according to section 5.4.2, a leading to a correction volume of the demand in the Auction according to § ~~267~~283 over the Transaction Period TP at the moment of the notification t_{notif};

10.4.8.2.3 Secondary Market Remaining Eligible Volume for Energy Constrained CMUs on their Non-SLA Hours

~~592.~~646. Energy Constrained CMUs are allowed to trade, take over and release obligations in the Secondary Market outside of their SLA Hours for hours considered in the AMT Moments.

~~593.~~647. Secondary Market transaction involving the non-SLA Hours of an Energy Constraint CMU is only authorized in ex-post, according to section 10.5.3.

~~594.~~648. For an Energy-Constrained CMU the Secondary Market Remaining Eligible Volume is the positive result of the Proven Availability reduced by Obligated Capacity over the Transaction Period.

This is represented by the following formula:

$$SMREV(CMU, TP, t_{notif}))$$
$$= Max \left(0 \; ; Proven\ Availability_{min}\ (CMU,\ TP, t_{notif}) \right.$$
$$\left. - Obligated\ Capacity_{max}\ (CMU, TP, t_{notif}) \right)$$

Where:

- TP is the Transaction Period of the Secondary Market transaction according to section 10.4.7. The Transaction Period TP is a set of continuous hours exclusively on a continuous set of non-SLA hours for the CMU of the Seller of an Obligation in the AMT hours

- t_{notif} is the moment at which ELIA acknowledges reception of the notification according to section 10.5.2;

- $Proven\ Availability_{min}\ (CMU,\ TP,\ t_{notif})$ is the minimum CMU Proven Availability according to the section 9.4.3.2.2 applicable over the Transaction Period TP at the moment of the notification t_{notif};

- $Obligated\ Capacity_{max}\ (CMU,TP,t_{notif})$ is the maximum CMU Obligated Capacity according to the section 9.4.3.1 over the Transaction Period TP at the moment of the notification t_{notif};

10.4.8.3 Last Published Derating Factor applying to a Secondary Market transaction

595.649. The Last Published Derating Factor of a Secondary Market transaction applying to the Secondary Market Remaining Eligible Volume, according to section 10.4.8.2, is defined by t_{notif} and the Delivery Period covering the Transaction Period. This is represented by:

$$Last\ Published\ Derating\ Factor\ (CMU,TP,t_{notif})$$

Where :

- TP is the Transaction Period of the Secondary Market transaction according to section 10.4.7;

- t_{notif} is the moment at which ELIA acknowledges reception of the notification according to section 10.5.2;

596.650. At t_{notif}, the Last Published Derating Factor applying to the Secondary Market transaction is the last published value of the Derating Factor applicable to the CMU of the Buyer of an Obligation's category applicable to the first Delivery Period covering (part of) the Transaction Period.

597.651. If at t_{notif}, no Derating Factor of the CMU's category is published for the Delivery Period covering the Transaction Period, the Last Published Derating Factor applying to the Secondary Market transaction is the last published value of the Derating Factor category for the CMU of the Buyer of an Obligation's category, applicable to the Delivery Period nearest to the first Delivery Period covering (part of) the Transaction Period.

10.4.9 Capacity Remuneration

598.652. The Capacity Remuneration is a value in €/MW/y.

599.653. The Capacity Remuneration is equal to the original Capacity Remuneration (originally awarded in the Auction) listed for the Transaction of the CMU of the Seller of an Obligation, set out in the Capacity Contract annex A.

10.4.10 Strike Price

600.654. The Strike Price is a value in €/MWh.

601.655. For a multi-year Transaction of the Seller of the Obligation, the Calibrated Strike Price is accompanied by its indexation in time represented by its parameters:

- Auction year

- Auction type Y-4 or Y-1

If the Buyer of an Obligation's Transaction is not multiannual, the Calibrated Strike Price indexation parameters in both notifications remain empty fields in the notification content.

602.656. The communicated Strike Price and, if applicable, its indexation equals the original Calibrated Strike Price and indexation parameters of the Transaction of the CMU of the Seller of an Obligation, set out in the Capacity Contract annex A.

10.4.11 Requirement of Financial Security

603.657. In accordance with the section 11.2.2.2.2 11.2, for any ex-ante Secondary Market transaction according to section 10.5.3 notified at a certain moment in time t_{notif} prior to the start of the Delivery Period covering the start date of Transaction Period TP, the Buyer of an Obligation increases its Financial Security.

604.658. An ex-ante Secondary Market transaction, according to section 10.5.3, notified to ELIA prior the start of the first Delivery Period covering the Transaction Period start date relies for which the Capacity Provider or Prequalified CRM Candidate provides an insufficient (increase of the) Financial Security is rejected according to § 676.

10.5 SECONDARY MARKET TRANSACTION APPROVAL PROCESS

605.659. Prequalified CRM Candidates and Capacity Providers, wishing to obtain an approved Secondary Market transaction for their Prequalified CMUs comply with the process described in this section.

606.660. Obtaining the approved status for a secondary market transaction is only possible in case of compliancy with the conditions for participation in the Secondary Market, as detailed in section 10.3, and the requirements of the Secondary Market transaction, as detailed in section 10.4.

10.5.1 Notification of a Secondary Market transaction

607.661. Notifications of the Secondary Market transaction by the ~~Buyer and Seller of an Obligation~~Parties on the Secondary Market or a single notification of the Secondary Market transaction by the Exchange are (is) submitted via the CRM IT Interface.

608.662. In case the ~~Buyer and Seller of an Obligation~~Parties on the Secondary Market have not mandated an Exchange, each party proceeds with a separate notification on the CRM IT interface.

609.663. If five Working Days after the first notification by the Seller of an Obligation or the Buyer of an Obligation, no second notification is submitted by the other party (the Buyer of an Obligation or the Seller of an Obligation) with the same Secondary Market transaction external ID according to § 619, ELIA ~~communicatesthe~~communicates the next Working Day by email and/or via the

CRM IT Interface to the first notification issuer (the Seller of an Obligation or the Buyer of an Obligation), the rejection of the Secondary Market transaction due to a delay relating to the second notification. In such a case, the Secondary Market transaction external ID used by the issuer of the first notification cannot be used for a subsequent Secondary Market transaction notification issuance between the same Seller and Buyer of an Obligation.

610.664. In case of Secondary Market transaction notified by an Exchange, according to ~~paragraph 563~~§ 618, the notification process consists of one single notification, with the content as detailed in § 614, of the Secondary Market transaction. The Exchange provides the notificiation content through its individual access to the CRM IT Interface.

10.5.2 Acknowledgement of receipt by ELIA

611.665. ELIA acknowledges receipt of the notifications in respect of the ~~party(ies) issuing the notifications~~Parties on the Secondary Market) or the Exchange (as applicable) in compliance with sections 10.4.1 and 10.5.1:

- in case of Secondary Market transaction, notified by the ~~Buyer and~~Parties on the ~~Seller of an Obligation~~Secondary Market, the acknowledgement of reception is sent by ELIA to the ~~Seller and~~Parties on the ~~Buyer of an Obligation~~Secondary Market within a maximum of one Working Day after reception of the latest notification

- in case of a Secondary Market transaction notified by an Exchange, the acknowledgement of receipt is sent by ELIA within one Working Day after receipt of a single notification according to § 664.

The acknowledgment of receipt includes:

- the notification of the transaction details (as described in section 10.5.1)

- the Transaction Date which is (and logged as) the official acknowledgement of receipt creation timestamp (date and time) by ELIA.

10.5.3 Determination of the Ex-ante or Ex-post status of the Secondary Market transaction

612.666. Elia uses the Transaction Date to determine automatically and implicitly the ex-ante or ex-post status of a Secondary Market transaction.

An ex-ante Secondary Market transaction has a Transaction Date before the start date and time of a Transaction Period.

An ex-post Secondary Market transaction has a Transaction Date after or coinciding with the start date and time of a Transaction Period.

10.5.4 Processing of the Secondary Market transaction by Elia

613.667. ELIA processes the Secondary Market transaction.

614.668. The three possible statuses of a notified Secondary Market transaction are either:

- "In process"

- "Approved"

- "Rejected"

615.669. The up-to-date status of the Secondary Market transaction is available on the CRM IT Interface.

616.670. A new Secondary Market transaction is processed by ELIA only if all the approved Secondary Market transactions covering at least one hour of the Transaction Period and involving at least one of the two CMUs involved in the transaction are duly registered in Annex A to the Capacity Contract, in accordance with section 10.6.

617.671. No later than five Working Days after of the Transaction Date at the latest, Elia approves or rejects the Secondary Market transaction. :

- No later than five Working Days after the Transaction Date, if there were no prior approved Transactions targeting the same CMU(s) and Transaction Period for which the registration in Annex A to the Capacity Contract, in accordance with section 10.6, has not yet been completed; or

- No later than five Working Days after completion of the registration of all prior approved Transactions targeting the same CMU(s) and Transaction Period, if there are any, in Annex A to the Capacity Contract, in accordance with section 10.6, for both Parties on the Secondary Market.

618.672. The Secondary Market transaction is "approved" if it respects all Secondary Market participation conditions according to section 10.3, Secondary Market transaction requirements according to section 10.4 and the related process steps according to sections 10.5.1, 10.5.2, 10.5.3 and 10.5.4.

619.673. If at least one of the conditions in the above-mentioned sections is not respected, ELIA rejects the Secondary Market transaction.

620.674. Simultaneous notifications being sent to ELIA are processed according to their acknowledgement of receipt time stamp (equal to the Transaction Date) for the process. ELIA processes one Secondary Market transaction after the other, in a "first-in first-out" approach.

621.675. Up to fifty notifications of Secondary Market transactions involving a CMU are authorized within a same calendar day of submission. Once this limit reached, new Secondary Market transactions are automatically rejected according to § 676.

622.676. In case of reasonable doubts of ELIA on whether a Secondary Market transaction might be affected by potential anti-competitive behaviour or market abuse attributable to the Prequalified CRM Candidate or Capacity Provider behaviour with its CMU, ELIA communicates the Secondary Market transaction details including the content as detailed in section 10.4, his process steps and timings to CREG and, where applicable, to the Auditor of the Capacity Market mentioned in the Royal Decree Control.

10.5.5 Approval or rejection of a Secondary Market transaction by ELIA

623.677. ELIA notifies the ~~Buyer and Seller of an Obligation~~Parties on the Secondary Market, or the Exchange, of the final status ("approved" or "rejected") of a Secondary Market transaction.

The "approved" status given by ELIA is a necessary condition to initiate the contractual modifications applied by ELIA according to section 10.6.

624.678. In case of approved Secondary Market transaction, ELIA provides directly an email confirming the 'approved' status of the Secondary Market transaction to:

- the Seller of an Obligation; and

- the Exchange, if applicable according to section 10.5.1; and

- ELIA in copy of the mail

The email details the content of the approved Secondary Market transaction in addition to the Transaction Date:

Information	Type	Unit	Information
Secondary Market transaction external ID	Free field of six alphabet letters followed by six digits	NA	The ID of the Secondary Market transaction arranged by both the Seller of an Obligation and the Buyer of an Obligation (or an Exchange)
Seller of an Obligation	Capacity Provider ID	NA	Identification of the Capacity Provider of the CMU of the Seller of an Obligation and considered as the Seller of an Obligation
CMU of the Seller of an Obligation	CMU ID	NA	Identification of the CMU of the Seller of an Obligation
Transaction of the Seller of an Obligation's CMU	Transaction ID	NA	Identification of the Transaction from which the obligation is deducted of the CMU of the Seller of an Obligation
Secondary Market Capacity	Decimal number	MW	The volume of the Secondary Market Capacity that is transferred
Transaction Period	Date / Time to Date / Time	Time	The Transaction Period indicating the start date/time until the end date/time (included)
Capacity Remuneration	Decimal number	€/MW/year	The Capacity Remuneration of the identified Transaction of the CMU of the Seller of an Obligation

Calibrated Strike Price of the Transaction	Decimal number	€/MWh	The Calibrated Strike Price of the identified Transaction of the CMU of the Seller of an Obligation
Strike Price indexation Auction year	Integer or "NA"	Year	If applicable, the Calibrated Strike Price indexation in time represented by its parameter Auction year
Strike Price indexation Auction type	"Y-4", "Y-1" or "NA"		If applicable, the Calibrated Strike Price indexation in time represented by its parameter Auction type Y-4 or Y-1
Transaction Date	Date / Time	Time	The acknowledgment of receipt date/time

Table 10 – Content of the approved transaction on the Secondary Market

In case of an approved Secondary Market transaction, ELIA provides directly an email confirming the "approved" status of the Secondary Market transaction to:

- the Buyer of an Obligation; and

- the Exchange, if applicable according to section 10.5.1; and

- ELIA in copy of the mail

The email consists of the content of the approved Secondary Market Transaction in addition to the Transaction Date and the Last Published Derating Factor applicable for the CMU at the Transaction Date:

Information	Type	Unit	Information
Secondary Market transaction external ID	Free field of six alphabet letters followed by six digits	NA	The ID of the Secondary Market transaction arranged by both the Seller of an Obligation and the Buyer of an Obligation (or an Exchange)
Buyer of an Obligation	Capacity Provider ID	NA	Identification of the Capacity Provider or Prequalified CRM Candidate of the CMU taking over the obligation and considered as the Buyer of an Obligation
CMU of the Buyer of an Obligation	CMU ID	NA	Identification of the CMU taking over the obligation
Secondary Market Capacity	Decimal number	MW	The volume of the Secondary Market Capacity that is transferred
Transaction Period	Date / Time to Date / Time	Time	The Transaction Period indicating the start date/time until the end date/time (included)

Capacity Remuneration	Decimal number	€/MW/year	The Capacity Remuneration of the identified Transaction of the CMU of the Seller of an Obligation
Calibrated Strike Price of the Transaction	Decimal number	€/MWh	The Calibrated Strike Price of the identified Transaction of the CMU of the Seller of an Obligation
Strike Price indexation Auction year	Integer or "NA"	Year	If applicable, the Calibrated Strike Price indexation in time represented by its parameter Auction year
Strike Price indexation Auction type	"Y-4", "Y-1" or "NA"		If applicable, the Calibrated Strike Price indexation in time represented by its parameter Auction type Y-4 or Y-1
Last Published Derating Factor	Decimal number	No unit	The Derating Factor applicable on the Secondary Market Capacity for the CMU taking over the obligation according to 10.4.8.3
Transaction Date	Date / Time	Time	The acknowledgment of receipt date/time

Table 11 - Content of the approved transaction on the Secondary Market

625.679. In case of a 'rejected' status Secondary Market transaction an email is sent by ELIA towards:

- the Seller of an Obligation and,

- the Buyer of an Obligation and,

- the Exchange, if applicable according to section 10.5.1

With the reason of rejection of the notification(s), listing the requirements in section 10.3 and 10.4 that were not respected.

626.680. In case of rejection of a Secondary Market transaction the Seller of an Obligation remains responsible for the obligation envisaged for transfer. If the ~~Seller and Buyer of an Obligation~~Parties on the Secondary Market nevertheless want to pursue their transaction, a new Secondary Market transaction with updated and required data can be re-submitted to ELIA with another Secondary Market transaction external ID according to section 10.4.1.

627.681. Any contestation regarding a "rejected" Secondary Market transaction has to be dealt with according to chapter 14.

10.6 CONTRACTUAL IMPACT OF A TRANSACTION ON THE SECONDARY MARKET

10.6.1 General provisions

628.682. An approved Secondary Market transaction leads to a full transfer of the obligation of the Secondary Market Capacity on the Transaction Period from the Seller of an Obligation to the Buyer of an Obligation, according to the modalities set out in the present section.

This section involves solely the Seller of an Obligation, the Buyer of an Obligation and ELIA, and therefore does not include the Exchange.

ELIA applies the modifications to the Capacity Contracts and their Transactions as detailed in sections 628 10.6.2 and 10.6.3.

10.6.2 Transaction impact on the Contracted Capacities of the CMU of the Buyer of an Obligation

629.683. If the Buyer of an Obligation has no Capacity Contract for the Delivery Period(s) covered by the Transaction Period of the Secondary Market transaction, according to section 10.4.7, he signs the Capacity Contract for said Delivery Periods according to chapter 7.

The Capacity Contract to be signed is the last version approved and published as of the Transaction Validation Date.

If the Buyer of an Obligation has already signed (a) Capacity Contract(s) for the Delivery Period(s) covered by the Transaction Period, he signs the Capacity Contract annex A on which the new Transaction following the Secondary Market transaction as detailed in § 687 is assigned.

630.684. ELIA respectively adds or integrates the changes on the existing or new Capacity Contract of the Buyer of an Obligation five seven Working Days after approval of the transaction on the Secondary Market.

631.685. The Transaction Validation Date of a Secondary Market Transaction is equal to the date and time stamp of the approval of the transaction on the Secondary Market plus five seven Working Days.

632.686. Priori Prior to the Transaction Validation Date, the Seller of an Obligation remains responsible for the Secondary Market Capacity, i.e. the (part of) the Contracted Capacity he is releasing in the Secondary Market transaction.

633.687. ELIA respectively adds or includes a new Transaction on the CMU of the Buyer of an Obligation to the existing or new Capacity Contract annex A of the Buyer of an Obligation. The new Transaction has attributes corresponding to the Secondary Market transaction, in particular:

- the Secondary Market Capacity as Contracted Capacity; and

- the Transaction Period; and

- the Capacity Remuneration; and

- the Calibrated Strike Price (and its indexation parameter, if applicable according to section 10.4.10); and

- the Last Published Derating Factor of the CMU's category, according to section 10.4.8.3, as the Derating Factor for the Transaction.

~~634.~~688. The Capacity Remuneration, Pre-delivery control, the Availability Obligations, Availability Penalties and the Payback Obligation are applied to the Buyer of an Obligation for the Secondary Market Capacity on the Transaction Period.

~~635.~~689. For the Transaction Period, the Buyer of an Obligation will be remunerated by ~~the~~ ELIA for the Secondary Market Capacity instead of the Seller of an Obligation, applying the Capacity Remuneration which was transferred via the Secondary Market transaction, in accordance with the terms and conditions set out in the Capacity Contract.

~~636.~~690. If the CREG asks ELIA to cancel the Secondary Market transaction, according to article 20 of the Royal Decree Control, the status of the Secondary Market transaction is changed to 'rejected" and the process set out in § 676 applies.

If the Capacity Market Auditor transmits an ad hoc report within five Working Days after approval of the Secondary Market transaction, in accordance with article 9 of the Royal Decree on Control, but CREG does not ask ELIA to cancel the Secondary Market Transaction in question within ten Working Days after approval of the Secondary Market transaction, as an exception to §§ 685 and 686.

- the changes on the Capacity Contract of the Buyer of an Obligation apply ten Working Days after approval of the transaction on the Secondary Market.

- the Transaction Validation Date of a Secondary Market Transaction is equal to the date and time stamp of the approval of the transaction on the Secondary Market plus ten Working Days.

10.6.3 Transaction impact on the Contracted Capacities of the CMU of the Seller of an Obligation

~~637.~~691. The modification (or signature, if applicable) of the Capacity Contract of the Buyer of an Obligation following an approved Secondary Market transaction according to § 676 precedes the contractual modification of the Transaction of the Seller of an Obligation.

~~638.~~692. Within a maximum of ~~five~~seven Working Days after approval of the transaction on the Secondary Market, ELIA confirms the changes on the Capacity Contract of the Seller of an Obligation according to §§ 678 and 682.

~~639.~~693. ELIA effects the following updates to Annex A to the Capacity Contract of the Seller of an Obligation:

- In case of an ex-post Secondary Market transaction, if the Transaction of the Seller of an Obligation is ex-ante and the CMU of Seller of an Obligation is an Energy Constrained CMU, the Contracted Capacity is reduced by the Secondary Market Capacity multiplied by the Derating Factor of the CMU's Transaction of the Seller of an Obligation on the entire calendar day to which the Transaction Period applies.

- Otherwise, the Contracted Capacity is reduced by the Secondary Market Capacity on the Transaction Period.

The Capacity Remuneration, Pre-delivery control, Availability Obligations, Availability Penalties, Financial Security, and the Payback Obligation are adapted in accordance with ~~n~~ the updated Contracted Capacity of the Transaction of the Seller of an Obligation.

Following the decrease in Contracted Capacity on the Transaction Period, the Seller of an Obligation will no longer be remunerated by the ELIA for the Secondary Market Capacity.

~~640.~~694. If CREG asks ELIA to cancel the Secondary Market Transaction, according to article 20 of the Royal Decree Control, the status of the Secondary Market transaction is changed to "rejected" and the process set out in § 676 applies.

If the Capacity Market Auditor transmits an ad hoc report within five Working Days after approval of the Secondary Market transaction, in accordance with article 9 of the Royal Decree Control, but CREG does not ask ELIA to cancel the Secondary Market transaction within ten Working Days after approval of the Secondary Market transaction, as an exception to §§ 691 and 692:

- the changes on the Capacity Contract of the Seller of an Obligation apply ten Working Days after approval of the transaction on the Secondary Market.

- the Transaction Validation Date of a Secondary Market Transaction is equal to the date and time stamp of the approval of the transaction on the Secondary Market plus ten Working Days.

10.7 PENALTY ESCALATION FOR THE SECONDARY MARKET

~~641.~~695. In addition to the applicable standard Unavailability Penalty escalation in accordance with § ~~518~~573, an penalty escalation is provided in the event of recurring ignorance of the obligations resulting from a Secondary Market Transaction:

After three consecutive underperformances resulting in a Missing Capacity, according to section 9.6.1, of more than twenty percent of the Obligated Capacity, according to 9.4.3.1, a first escalation of penalties occurs with a suspension of the CMU for further Secondary Market transactions as the Buyer of an Obligation. Despite the suspension for new Secondary Market transactions on the CMU, it remains subject to the Pre-delivery control, Availability Obligations, Penalties & Payback Obligation all its ongoing Contracted Capacities.

No later than twenty Working Days after the third underperformance date and time detected here above, an Availability Test is organized on the CMU according to section 9.5.1.

If the Availability test is not successful, according to the criterion of paragraph 546, a suspension for new Contracted Capacities is activated such that:

- the Capacity Provider remains responsible for the already Contracted Capacities and related obligations prior to the suspension and,

- the possibility of concluding future transactions via the Secondary Market for the Capacity Provider during the remainder of the current Delivery Period, and the next Delivery Period is suspended. Only after those suspensions, the Capacity Provider can participate again in the Secondary Market if successfully prequalified.

If the Availability test is successful, according to the criterion set out in § 546, the CMU recovers the possibility of concluding further Secondary Market Transactions as Buyer of an Obligation.

10.8 TIMING AND DURATION

10.8.1 Secondary Market implementation

642.696. The Secondary Market will open in the first semester of the year 2023. ELIA publicly communicates the information to the market and provides it in the CRM IT Interface. In any case, no Secondary Market transactions can be notified to ELIA prior the start date on which the Secondary Market opens.

10.8.2 Access to the Secondary Market platform

643.697. The Secondary Market is a continuous market.

644.698. Accessibility to the Secondary Market platform is provided twenty-four hours a day, seven days a week with prior notification by ELIA of any scheduled unavailability according to paragraph 704.

645.699. ELIA will make its best effort to ensure that unscheduled unavailability is minimized and will maintain a fallback procedure, according to section 15.7.

10.8.3 Termination of the Secondary Market

646.700. The Secondary Market remains available until the end of the last Transaction Period of all CRM Transactions plus twenty Working Days.

10.9 HIGH-LEVEL IT REQUIREMENTS

647.701. ELIA provides the CRM IT Interface, which enables each Prequalified CRM Candidate to submit Secondary Market transaction notification(s) to participate in the Secondary Market organized within the CRM framework.

Access rights to this CRM IT Interface related to the Secondary Market are granted once the conditions according to section 10.3 are fulfilled. The Prequalified CRM Candidate is authorized to access it according to the CRM Secondary Market timing and duration (as per section 10.8).

648.702. The CRM IT Interface performs automatic checks in order to validate the compliancy of the Secondary Market transactions as detailed in section 10.5 and in this context also informs the Prequalified CRM Candidate when and why some of their submitted Secondary Market transactions are considered as non-compliant.

649.703. Encryption of prices submitted by the Prequalified CRM Candidates is ensured as from submission of the Secondary Market transaction in the CRM IT Interface.

650.704. If ELIA foresees a maintenance or encounters an unforeseen unavailability of the CRM IT Interface related to the Secondary Market, the fallback procedures according to chapter 15.

651.705. All Secondary Market transactions notified to ELIA through the CRM IT Interface instead of via the fallback procedure by the Prequalified CRM Candidate within the timeframe of a foreseen or, unforeseen unavailability of the CRM IT Interface, are considered as rejected as detailed in section 10.5.5.

652.706. If any, the duration of the unavailability of the CRM IT Interface is considered in the determination of the ex-ante or ex-post status of the Secondary Market transaction according to section 10.5.3. This consideration is also based on the timing t_{notif} of the notification issuance according to section 10.5.2. For the ex-post Secondary Market transactions, the authorized ten Working Days delay of notification after the start of the Transaction Period according to § 615 is extended by the duration of the unavailability of the CRM IT Interface.

11 FINANCIAL SECURITIES

11.1 INTRODUCTION

This chapter establishes the obligation for the CRM Actor to provide the Financial Securities. Financial Securities serve as collateral in case of non-payment of potential penalties arising during the Pre-delivery Period.

~~It~~This chapter is structured around ~~four~~five sections:

Section 11.2 provides several general provisions regarding the Financial Security obligation for Transactions on the Primary Market and the Secondary Market over the related Validity Period.

Section 11.3 elaborates on the valid types of Financial Securities, being a bank guarantee, an Affiliate guarantee and a cash payment.

Section 11.4 specifies the amount that should be secured by the Financial Security ('Secured Amount'), calculated in function of the volume that should be covered ('Requested Volume') and the Required Level per MW.

~~Finally, section 11.5~~Section 11.5 includes details on the modalities for calling upon the Financial Security.

Finally, section 11.6 describes the modalities for the release of the Financial Security.

11.2 GENERAL PROVISIONS REGARDING THE FINANCIAL SECURITY OBLIGATION

~~11.2.1 Obligation to provide a Financial Security~~

~~653.~~707. The CRM Actor provides a Financial Security ~~(pursuant to~~via the ~~requirements~~dedicated module of ~~section 11.3~~the CRM IT Interface[34] (section 2.6.3) for the ~~Transactions~~transactions to which a Financial Security obligation applies (in accordance with section ~~11.2.2.2).~~1). The ~~aggregate amount of the CMU's~~ Financial ~~Securities equals at least the Secured Amount (calculated according to section 11.4) for any moment *t* during the~~Security obligation applies throughout the entire Validity Period ~~related to the Transaction (as determined according to~~(in accordance with section 11.2.2~~), taking into account the expiry dates and the amount of the~~). The types of Financial Securities that ~~have been provided for that CMU.~~ are allowed and the Secured Amount to be covered are described in respectively sections 11.3 and 11.4.

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[34] The original document also needs to be sent by post to ELIA in case it is not possible to provide the Financial Security electronically signed in an official manner via the CRM IT Interface.

In case the CRM Actor is not able to submit the proof of the Financial Security to ELIA via the CRM IT Interface due to an IT problem, the fallback procedure described in section 15.8 applies.

11.2.2 Obligation to keep the Secured Amount

654.708.AThe CRM Actor ensures that the sum of the amounts of the CMU's Financial Securities equals or exceedsis at least equal to the Secured Amount (as calculated according to section 11.4) during any moment *t* of the CMU's Validity Period(s).

709. From the moment a Financial Security is submitted to ELIA, ELIA verifies the information included in it and informs the CRM Candidate whether the Financial Security is approved or rejected within fifteen Working Days starting from this Financial Security submission.

710. ELIA notifies the CRM Actor if it becomes aware that :

- the aggregated amount of the CMU's Financial Securities is less than the Secured Amount. After this; and/or

- the Financial Security does not cover any more the Validity Period; and/or

- ELIA notices that the minimum rating requirement (see § 728) is not respected anymore.

At the latest by 17:00 on the thirtieth Working Day after ELIA's notification, the CRM Actor ensures – by providing additional Financial Security – that the aggregate amount of the CMU's Financial Security Securities is again isat least equal to or exceeds the Secured Amount for any future moment *t* that is part of athe related Validity Period, at the latest by 17:00 on the thirtieth Working Day after ELIA's notification. .

655. If ELIA does not receive an additional Financial Security within the aforementioned deadline, ELIA sends, without delay, a written reminder to the CRM Actor via the CRM IT Interface within a period of ten Working Days. The. Then, the CRM Actor ensures to provide the additional Financial Security at the latest by 17:00 on the twentieth Working Day after this reminder.

If the CRM Actor fails to submit an additional Financial Security within the abovementionedabove mentioned deadline, ELIA is entitled to restrict the access to the CRM and/or reduce the Total Contracted Capacity accordingly i.e. so that the Financial Security obligation as described in §§ 707 is respected. If ELIA decides not to reduce the Total Contracted Capacity, although the Financial Security obligation as described in §§ 707 is not respected, ELIA informs CREG and provides a written motivation on it to CREG .

656.711.The CRM Actor may provide different Financial Securities to ELIA at any time, each securing a different amount or a different period.

657.712.The CRM Actor may upon expiry of, subject to a prior written notice of at least twenty Working Days to ELIA, substitute one form of Financial Security for another provided that the replacement Financial Security respects the requirements detailed in section 11.3 and has the same expiry date or a longer one.

11.2.2.1 Period for which a Financial Security obligation applies

658.1. The Validity Period is the period for which the CRM Actor has to provide a valid Financial Security.The Validity Period relates to a Transaction of a CMU.

659.1. In case of multiple Transactions for a CMU with different Validity Periods, several Validity Periods are associated to this CMU.

660.1. The Validity Period is to be distinguished from the expiry date of the Financial Security, which is the date until which the Financial Security is valid and can be called upon. For a bank guarantee and Affiliate guarantee, the expiry date is included in the template in annex 18.4.1 and 18.4.2 respectively. For a cash payment, the expiry date is unlimited in time.

661.1. The start date of a Validity Period differs depending on whether it applies to transactions on the Primary Market or on the Secondary Market:

 for a transaction on the Primary Market, the Validity Period starts at the Prequalification File submission date.

 for a transaction on the Secondary Market, the Validity Period starts at the date of the notification of the transaction on the Secondary Market.

Before the Transaction Validation Date, the Financial Security is only provisory. Therefore, the Financial Security can only be called upon as of the Transaction Validation Date (as described in section 11.2.3) and as mentioned in the templates (of the annexes 18.4.1 and 18.4.2).

662. The end date of a Validity Period related to a Transaction depends on the status of the CMU:

- for an Existing CMU, the Validity Period ends fifty Working Days after the due date of the last credit note that can be issued by the CRM Actor (or in the absence of a credit note the invoice issued by ELIA), as foreseen in the Capacity Contract after the issuance of the pre-delivery activity report.

for an Additional CMU, the Validity Period ends ten Working Days after the first of the following two dates occurs: (i) the end of the Transaction Period and (ii) five years as of the Transaction Validation Date.

 If the CMU has not reached the 'existing' status before the aforementioned end date, the Validity Period is extended until ten days after the end of the Transaction Period. In this case, an additional Financial Security is to be provided in accordance with the procedure described in §655. In addition, if the Capacity Provider fails to submit an additional Financial Security within the required deadline, a financial penalty for an amount of EUR 15,000 EUR/MW apply.

 for a Virtual CMU, the Validity Period ends ten Working Days after the end of the Transaction Period.

At the moment that an Additional CMU or Virtual CMU has reached the existing status as described in section 8.6, the Validity Period for an Existing CMU applies.

11.2.2.2 11.2.1 Transactions for which a Financial Security obligation applies

11.2.2.2.1 11.2.1.1 Primary Market Transaction transactions

663. A Financial Security obligation applies for Transactions on the Primary Market as follows :

- for every transaction on the Primary Market, the submission of a Financial Security is a condition to successfully prequalify the involved CMU in view of a Transaction.

- as further set out in section 11.4.2, during the Prequalification Process for a transaction on the Primary Market, the Requested Volume is calculated on the assumption that the CMU's maximum volume that can be offered in the Auction will be selected.

664. The CRM Candidate includes this Financial Security in the Prequalification File of the CMU.

713. The Financial Security obligation applies to every CMU that is being prequalified for a transaction on the Primary Market, except in, or that is renewing its prequalification in accordance with § 204, in view of participating in the Auction.

665. In case multiple configurations located on the same geographical site – which would result in mutually exlusive Bids if these configurations would be offered in the Auction – are identified during the Prequalification Process. In this case, only one Financial Security must be provided to cover the highest Secured Amount of the concerned configurations.

Without prejudice to §653, for two or more For CMUs that are linked together (cf. Linked Capacities,), a single Financial Security can be used to cover all these linked CMUs.

714. To be able to participate to the Primary Market, the CRM Candidate submits its Financial Security via the dedicated module of the CRM IT Interface (section 2.6.3) at the latest on September 1st.

715. The CRM Candidate is free to anticipate the Secured Amount (calculated in accordance with section 11.4) that is required for the CMU to participate in the Auction, i.e. the Secured Amount that should be covered on the Bid submission deadline (as referred to in § 275).

716. If there is no approved Financial Security covering at least ninety percent of the Secured Amount of the submitted CMU at the Bid submission deadline (as referred to in § 275), the access to the Primary Market will be denied for this CMU.

666. In case the approved Financial Securities can be linked to these two or more CMUs together. Security does not cover the full Secured Amount of the CMU at the Bid submission deadline (as referred to in § 275), the remaining part has to be provided and approved before the possible signature of Capacity Contract associated to the Transaction(s) of the selected CMU in the Auction.

11.2.2.2.2 11.2.1.2 Secondary Market Transaction transactions

667. 717. A Financial Security obligation applies for transactions on the Secondary Market:

- for which the Transaction Date falls before the start date of the Delivery Period containing the Transaction Period start date; and

- that result in an increase of the CMU's Requested Volume (according to §707) during the Validity Period related to the Transaction. As further detailed in §705, when a transaction on

~~the Secondary Market is notified to ELIA, the Requested Volume is calculated on the assumption that ELIA approves the Transaction.~~

718. However, in the context of the pre-delivery control process of a Virtual CMU, no Financial Security obligation applies in case a transaction on the Secondary Market is made to transfer the obligations of the Virtual CMU to an Existing CMU of the same Capacity Provider. Indeed, a Financial Security that is submitted in the context of a Primary Market Transaction with a Virtual CMU also covers the obligations of the Existing CMU(s) taking over the obligations of the Virtual CMU during the Pre-delivery Period.

~~668.~~719. When a Transaction is subject to a Financial Security obligation, the notification of the transaction on the Secondary Market to ELIA ~~includes a~~ must be made in parallel with the submission of the Financial Security via the dedicated module of the CRM IT Interface.

11.2.2 ~~Call upon~~ Validity Period

720. The Validity Period is the period related to a Transaction of a CMU during which the CRM Actor has to provide a valid Financial Security.

721. In case of multiple Transactions for a CMU with different Validity Periods, several Validity Periods are associated to this CMU.

722. The Validity Period is to be distinguished from the expiry date of the Financial Security, which is the date until which the Financial Security is valid and can be called upon. For a bank guarantee and an Affiliate guarantee, the expiry date is included in the template of annex 18.4.1 and 18.4.2 respectively. For a cash payment, the expiry date is unlimited in time.

723. The start date of a Validity Period differs depending on whether it applies to transactions on the Primary Market or on the Secondary Market:

- for a transaction on the Primary Market, the Validity Period starts on September 15 of the year of the Auction.

- for a transaction on the Secondary Market, the Validity Period starts at the date of the notification of the transaction on the Secondary Market.

~~11.2.3~~ Before the Transaction Validation Date, the Financial Security is only provisory.

~~669.~~ ~~The~~Therefore, the Financial Security can only be called upon as of the Transaction Validation Date~~.~~

~~670.~~ ~~ELIA has the right to call upon the Financial Security in case:~~

~~the penalties arising during the pre-delivery control remain unpaid; or~~

~~the penalties arising from the non-signature of the Capacity Contract remain unpaid.~~

~~671.~~ The procedure is (as ~~follows:~~described in section 11.5) and as mentioned in the templates (of the annexes 18.4.1 and 18.4.2).

~~in case of penalties arising during the pre-delivery control:~~

724. ~~the Capacity Provider issues a~~ The end date of a Validity Period related to a Transaction depends on the status of the CMU:

- for an Existing CMU, the Validity Period ends fifty Working Days after the due date of the last credit note that can be issued by the CRM Actor (or~~,~~ in the absence of ~~the~~a credit note, the invoice issued by ELIA), in relation to the Financial Penalties, as foreseen in the Capacity Contract after the issuance of the pre-delivery activity report.

- for an Additional CMU, the Validity Period ends ten Working Days after the first of the following two dates occurs: (i) the end of the Transaction Period and (ii) five years as of the Transaction Validation Date. If the CMU has not reached the 'existing' status before the aforementioned end date, the Validity Period is extended by two years. In this case, an additional Financial Security may have to be provided in accordance with the procedure described in § 710. In addition, if the Capacity Provider fails to submit an additional Financial Security within the required deadline, a financial penalty for an amount of EUR 15,000 EUR/MW of the Contracted Capacity applies.

- for a Virtual CMU, the Validity Period ends ten Working Days after the end of the Transaction Period.

At the moment that an Additional CMU or Virtual CMU has reached the existing status as described in section 8.6, the Validity Period for an Existing CMU applies.

- ~~in case of non-signature of the Capacity Contract:~~

11.2.3 ~~ELIA sends a reminder to the Capacity Provider via the CRM IT Interface withing ten Working Days starting from the deadline for the signature of the~~ Transfer of CMU

- As stipulated in the Capacity Contract~~.~~

- ~~if the CRM Actor does not sign the Capacity Contract within ten Working Days starting from the date of that reminder, ELIA issues an invoice related to the penalties arising from the non-signature of the Capacity Contract. This invoice has a due date of thirty Working Days after the invoice date.~~

- ~~if the credit note or the aforementioned invoice remains unpaid at the due date, Elia sends~~ , ELIA's approval of a ~~reminder~~transfer of a Capacity Contract is subject to the ~~Capacity Provider via the CRM IT Interface within ten Working Days starting from the due date of the credit note or the aforementioned invoice. In this reminder:~~

- ~~ELIA informs the Capacity Provider~~condition that ~~it will call upon~~ the transferred CMU(s) is (are) covered by a Financial Security ~~within ten Working Days starting from~~provided by the ~~date~~transferee of the CMU. Therefore, the transfer of a Capacity Contract is subject to the condition that ~~reminder in case the credit note or the aforementioned invoice remains unpaid;~~

- ~~ELIA informs the Capacity Provider about the Transaction(s) and associated Financial Security(ies) that relate to these unpaid credit notes or the aforementioned invoice.~~

- in case multiple Financial Securities cover such Transaction(s), the Capacity Provider can indicate to ELIA which the transferee submits proof of Financial Security(ies) will be claimed first as a reply to this reminder.

- if the Capacity Provider does not pay the credit note or aforementioned invoice within ten Working Days after ELIA sends the reminder via the CRM IT Interface, ELIA has the right to call upon the Financial Security.

- in order to validly call upona bank guarantee or Affiliate guarantee, ELIA provides a written statement to the issuer of , so that the Financial Security that the Capacity Provider has not fulfilled his payment obligations during the Pre-delivery Period or related to the non-signature of a Capacity Contract resulting from the Functioning Rules. In addition, ELIA provides a copy of the credit note or the aforementioned invoice related to the unpaid due penalties to the issuer of the Financial Security. Elia sends a copy of this written statement and the credit note or the aforementioned invoice related to the unpaid due penalties to the CRM Actor via the CRM IT Interface within ten Working Days after providing the written statement to the issuer of the Financial Security.

725. obligation as described in §707 is respected by the transferee.

726. As soon as ELIA gives prior written permission for the transfer of the Capacity Contract, as foreseen in the Capacity Contract, the Requested Volume for the transferor is reduced to zero MW. In that case, the procedure for release of the Financial Security as detailed in section 11.6 applies.

11.3 TYPES OF FINANCIAL SECURITIES

727. The following types of Financial Securities are permissible:

- order to validly call upon a cash payment, ELIA provides a written statement to the Capacity Provider that it has not fulfilled its payment obligations during the Pre-delivery Period or related to the non-signature of a Capacity Contract resulting from the Functioning Rules via the CRM IT Interface.

672.1. If ELIA calls upon the CMU's Financial Securities at any moment *t*, which is part of one or more Validity Periods, and for which the CRM Actor has submitted multiple Financial Securities to cover the Secured Amount, the Financial Securities will be claimed on a pro-rata basis (unless the CRM Actor has informed ELIA on which Financial Security(ies) should be claimed first in accordance with §671). For each Financial Security, the claimed amount is calculated by multiplying the total amount of the claim by the ratio of the amount of the Financial Security at moment *t* by the aggregate amount of all the Financial Securities that have been submitted at that moment *t*.

673. The amount of the Financial Guarantee must not be adjusted to the initial level when ELIA has partly or fully invoked the Financial Security.

11.31.1 TYPES OF FINANCIAL SECURITIES

674.1. The following types of Financial Securities are permissible:

- a bank guarantee, which satisfies all of the criteria detailed in ~~sections 11.3.1 and~~ section 11.3.1.

- an Affiliate guarantee, which satisfies all of the criteria detailed in sections ~~11.3.1, 11.3.2~~ 11.3.1 and 11.3.2.

- a cash payment, which satisfies all of the criteria detailed in section 11.3.3.

11.3.1 Common requirements for a bank guarantee and an Affiliate guarantee

728. The bank guarantee and the Affiliate guarantee respect the following requirements:

- they must be drafted in the form set out in respectively annex 18.4.1 and annex 18.4.2 of the version of the Functioning Rules that is applicable at the moment that the Financial Security is submitted; and

- they are irrevocable, unconditional and on first-demand (on request of ELIA according to sections 11.3.1 and 11.3.4.

~~11.3.1 Common requirements for all types of Financial Securities~~

675. ~~A Financial Security that is submitted as part of the Prequalification File for a Virtual CMU also covers the obligations of the Existing CMU(s) taking over the obligations of the Virtual CMU as part of the pre-delivery control process.~~

~~11.3.2~~1.1.1 ~~Common requirements for a bank guarantee and an Affiliate guarantee~~

676.~~1.~~ ~~The bank guarantee and the Affiliate guarantee respect the following requirements:~~

- ~~they must be drafted in the form set out in respectively annex 18.4.1 and annex 18.4.2 of the version of the Functioning Rules that is applicable at the moment that the Financial Security is submitted; and~~

- ~~they are irrevocable, unconditional and on first-demand (on request of ELIA according to §671); and~~

- § 745); and

- they are issued by a financial institution or an Affiliate of the CRM Actor (as defined in § 730) that:

    • meets the minimum official rating requirements of 'BBB' issued by the credit rating agency Standard & Poor's (S&P) or of 'Baa2' issued by the credit rating agency Moody's Investor Services (Moody's); and

    • is permanently established in a Member State of the European Economic Area (either via its headquarters or via a branch).

~~§678) of the CRM Actor. The financial institution (if the guarantee is provided by the financial institution), or the Affiliate (if the guarantee is provided by an Affiliate):~~

- ~~meets the minimum official rating requirements of 'BBB' issued by the credit rating agency Standard & Poor's (S&P) or of 'Baa2' issued by the credit rating agency Moody's Investor Services (Moody's); and~~

- ~~is permanently established in a Member State of the European Economic Area (either via its headquarters or via a branch).~~

~~677.~~ The CRM Actor ensures that the minimum rating requirement (see ~~§~~§ 728) is respected until the expiry date of the guarantee. In case the CRM Actor becomes aware that the financial institution or the Affiliate issuing the guarantee lost the minimum required rating (a '~~Downgrade Event~~'downgrade event'), it notifies ELIA via ~~the CRM IT Interface as soon as possible and~~e-mail (operations.crm@elia.be) at the latest two months after the 'downgrade event'. In case the CRM Actor notifies the abovementioned 'downgrade event' to ELIA, a new Financial Security is to be provided in accordance with the procedure described in ~~§655.~~

729. ~~In case the CRM Actor fails to notify the abovementioned 'downgrade event' to ELIA within the abovementioned deadline, ELIA notifies the CRM Actor as soon as he is informed that the Financial Security obligation as described in §653 is not respected. A new Financial Security is to be provided in accordance with the procedure described in §655~~§ 710.

~~11.3.3~~11.3.2   Additional requirements for an Affiliate guarantee

~~678.~~730. The corporate institution issuing the Affiliate guarantee is an Affiliate[35] of the company owning the CMU that, pursuant to the law applicable to the guarantor[36], has the capacity to validly issue the guarantee. The guarantee should be signed by authorized signatories that can validly represent the company according to its bylaws.

The CRM Actor provides a legal opinion together with the Affiliate guarantee, issued by a law firm with national or international reputation to ELIA, confirming that the guarantee issued by the Affiliate is legal, valid, binding and enforceable under the applicable law. The legal opinion is to be provided in English, French or Dutch.

~~11.3.4~~11.3.3   Requirements for cash payment

~~679.~~731. In case a CRM Actor elects to provide the ~~financial guarantee~~Financial Security through a cash payment, the amount is transferred to a bank account of ELIA ~~before submission~~following the rules of ~~the Prequalification File. The proof of such transfer is then added to the Prequalification File.~~section 1.

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[35] "Affiliate" in relation to the company owning the CMU means any company that, directly or indirectly, controls, is controlled by, or is under common control with such company owning the CMU. For the purposes of this definition, "control" has the meaning of art 1:14 of the Belgian Companies and Associations Code
[36] E.g. from a Belgian law perspective, the guarantor should be entitled according to its articles of association to issue such a guarantee and issuing the guarantee should be in accordance with its corporate interest.

For each payment, the word 'guarantee'‒'Financial Security' and the '‒concerned CMU identification number' (according to §216ID(s) (cf. section 2.6.2.2) shall be indicated in the 'Message' field.

The said account shall not accumulate interest for the CRM Actor.

680. 732. Once the Transaction has been validated, ELIA is entitled to take possession of the sums transferred for the cash payment by the CRM Actor, on the condition that ELIA returns an equivalent amount, to the extent that the Financial Security has not been called upon, when the cash payment is replaced with a bank guarantee or an Affiliate guarantee or when the Financial Security is released.

681. 733. At the latest within six months after the cash payment has been made and without prejudice to section 11.2.211.2, the Capacity ProviderCRM Actor replaces the cash payment by a bank guarantee or an Affiliate guarantee.

In case no replacement is made within the required deadline, the Capacity ProviderCRM Actor provides an objective argumentation to ELIA in the form of a written statement via the CRM IT Interface signed by signatories that can validly represent the company according to its bylaws, justifying why a replacement by a bank guarantee or an Affiliate guarantee is not feasible. ELIA (who is acting reasonably) notifies the Capacity ProviderCRM Actor within ten Working Days after receipt of the written statement via the CRM IT Interface if the argumentation provided is deemed satisfactory by ELIA (who is acting reasonably)..

ifIf ELIA considers the written statement *prima facie* as reasonable, the cash payment remains in place.

ifIf ELIA does not consider the argumentation assatisfactorysatisfactory, for which decision ELIA provides a reasonable justification, the Capacity ProviderCRM Actor is entitled to provide further argumentation to ELIA in the form of a written statement signed by authorized signatories that can validly represent the company according to its bylaws to ELIA within ten Working Days after receipt of ELIA's decision. In case the argumentation provided by the additional written statement is still not deemed satisfactory by ELIA (who is acting reasonably), a new Financial Security is to be provided (i.e. a bank or an Affiliate guarantee to replace the cash payment) in accordance with the procedure described in §655§ 710.

11.4 SECURED AMOUNT

682. 734. For any moment *t* which is part of one or more Validity Period(s) of a CMU, the Secured Amount for a CMU (expressed in €) is calculated by multiplying the Required Level (expressed in €/MW) with the Requested Volume (expressed in MW). The Required Level and Requested Volume are further detailed below in sections 11.4.1 and 11.4.2 respectively.

11.4.1 Required Level

683. 735. The Required Level is determined at CMU level, in function of the status of the CMU.

11.4.1.1 Existing CMUs

~~684.~~736. For an Existing CMU, the Required Level equals 10,000 €/MW ~~at any moment tof the Validity Period~~.

11.4.1.2 Additional CMUs

~~685.~~737. For ~~an Additional~~a New Build CMU, ~~at the moment of Prequalification File submission date,~~ the Required Level of Financial Security equals:

- 20,000 €/MW if the milestone "Permitting" applies ~~(as set out as part of its Prequalification File);~~and has not been reached;

- ~~15,000 €/MW if the milestone "~~permitting~~Permitting" does not apply ~~(as set out as part of its Prequalification File).~~

~~686. The Financial Security for an Additional CMU is partially released when the following consecutive key milestones, as provided by the CRM Actor as part of its Prequalification File (see annex 18.1.11), are reached:~~

- ~~**Milestone "Permitting":**~~or if the milestone "Permitting" applies ~~and is~~but has been reached.

~~-~~738. For any other Additional CMU, the Required Level ~~is lowered to 15~~equals 11,000 €/MW ~~for the CMU. .~~

- ~~**Milestone "Existing Status":** if the milestone "Existing Status" is reached (see section 8.6), the Required Level is lowered to 10,000 €/MW for the CMU and it then continues to apply for the remainder of the Validity Period.~~

~~687. If the Required Level is lowered, ELIA releases the corresponding part of the Secured Amount in accordance with the procedure detailed in section 11.5.1.~~

11.4.1.3 Virtual CMUs

~~688.~~739. For a Virtual CMU, the Required Level equals 20,000 €/MW ~~at the moment of Prequalification File submission date. .~~

~~689. On a quarterly basis, ELIA updates the part of the Virtual CMU's Total Contracted Capacity that has been transferred to one or more Existing CMU(s) of the same Capacity Provider. For the part of the Total Contracted Capacity (in MW) that has been transferred to one or more Existing CMU(s) of the same Capacity Provider, the Required Level is lowered to 10,000 €/MW, and it then continues to apply for the remainder of the Validity Period.~~

~~690. On a quarterly basis, ELIA releases the corresponding part of the Secured Amount in accordance with the procedure detailed in section 11.5.1.~~

11.4.2 Requested Volume

~~691. ~~As a general rule, for any moment t which is part of one or more Validity Period(s~~)~~,) related to one or more transactions with a CMU, the Requested Volume of this CMU equals the maximal ~~Total Contracted Capacity (as determined per section 8.3.2) for a CMU~~expected contracted

capacity over the ~~related Delivery Period(s) (i.e. the~~ Delivery Period(s) that is/are (partly) covered by the Transaction Period of the ~~Transaction(s)). An additional Financial Security is thus to be provided for Transactions that result in an increase of the maximal Total Contracted Capacity in the related Delivery Period(s).~~

~~11.4.2.1 First Transaction of the CMU~~

~~11.4.2.1.1 First transaction on the Primary Market~~

~~692. If a CMU participates to the Primary Market with no Contracted Capacity resulting from earlier Transactions, the Requested Volume evolves in time as detailed below.~~

~~11.4.2.1.1.1 At the Prequalification File submission date~~

~~693. For an Existing and Additional CMU, the Requested Volume over the related Validity Period is calculated as follows:~~

~~- for an Existing CMU, the Requested Volume equals the result of the deduction of the Opt-out Volume at the moment of the Prequalification File submission date from the Expected Nominal Reference Power, the result of the deduction is multiplied by the Derating Factor:~~

$$\textit{Requested Volume} = \textit{(Expected Nominal Reference Power} - \textit{Opt} - \textit{out Volume at moment of Prequalification File submission)} x \textit{ Derating Factor}$$

~~- for an Additional CMU, the Requested Volume equals the result of the deduction of the Opt-out Volume at the moment of the Prequalification File submission date from the Declared Nominal Reference Power, the result of the deduction is multiplied by the derating factor:~~

$$\textit{Requested Volume} = \textit{(Declared Nominal Reference Power} - \textit{Opt} - \textit{out Volume at moment of Prequalification File submission)} x \textit{ Derating Factor}$$

~~694. For a Virtual CMU the Requested Volume over the related Validity Period equals the Declared Eligible Volume, determined according to §76.~~

695. ~~transactions.~~ The ~~Derating Factor, as well as the Expected Nominal Reference Power, the Declared Nominal Reference Power and the Declared Eligible Volume are provided by the CRM Candidate in the CMU's Prequalification File (according to § 62).~~

~~11.4.2.1.1.2 At the end of the Prequalification Process~~

~~696. For an Existing CMU, at the notification of the prequalification results, the Requested Volume over the related Validity Period equals the Eligible Volume, determined according to section 5.4.4.1.~~

~~The Requested Volume is updated before the end of the Prequalification Process if the Eligible Volume is more than ten percent higher than the Requested Volume calculated at the moment of Prequalification File submission date. In this case, to successfully complete the Prequalification Process for an Existing CMU, the CRM Candidate provides additional Financial Security via the CRM IT Interface within ten Working Days after the notification of the final Nominal Reference Power, but at the latest ten Working Days before the ultimate bid submission dateas described in article 7~~undecies~~ § 10, 1st al. of the Electricity Law.~~

697. For an Additional CMU, at the notification of the prequalification results, the Requested Volume over the related Validity Period equals the Eligible Volume, determined according to section 5.4.4.1.

698. For a Virtual CMU, at the end of the Prequalification Process, the Requested Volume over the related Validity Period is the Declared Eligible Volume, determined according to section 5.4.4.2.

699. For a CMU that does not successfully complete the Prequalification Process, the procedure for release of the Financial Security as detailed in section 11.5.1 applies.

11.4.2.1.1.3 At the moment of the Transaction Validation Date

700. For a CMU without any selected Bid in the Auction, the Requested Volume over the related Validity Period equals zero MW. As a consequence, the procedure for release of the Financial Security as detailed in section 11.5.1 applies.

11.4.2.1.1.4 Signing of the Capacity Contract

701. At the date of signing the Capacity Contract for the Bid volume(s) of the Capacity Provider for the CMU's selected Bid during the most recent Auction, the Requested Volume for the related Validity Period equals the Contracted Capacity.

702. In case the Contracted Capacity is lower than the Eligible Volume, the procedure for release of the Financial Security as detailed in section 11.5.1 applies.

703. If for an Existing CMU, the aggregate amount of the CMU's Financial Securities is lower than the Secured Amount (as a result of the ten percent margin that is foreseen according to §696), additional Financial Security is to be submitted in accordance with the procedure described in §655.

11.4.2.1.2 First Transaction on the Secondary Market

704. If a a CRM Candidate participates to the Secondary Market as a Buyer of an Obligation with a CMU that has no Contracted Capacity resulting from earlier Transactions, the Requested Volume equals zero MW at the date of Prequalification File submission, so no Financial Security is to be provided. The CRM Candidate can nevertheless choose to provide voluntarily a Financial Security as of the Prequalification File submission date that remains available for future transactions on the Secondary Market.

705. In case the Transaction on the Secondary Market is subject to a usage of expected contracted capacity, as further detailed in § 742, serves to determine the Financial Security obligation in accordance with §667, at the moment the transaction on the Secondary Market is notified to ELIA, the Requested Volume equals the Secondary Market Capacity as included in the Secondary Market transaction notification. ELIA only validates the Secondary Market transaction if the notification includes proof of Financial Security provided by the Buyer of the Obligation in accordance with §668.

In case ELIA rejects the transaction, the Requested Volume is reduced to zero MW and the procedure for release of the Financial Security as detailed in section 11.5.1 applies.

11.4.2.2 Evolution in time

706.740. ~~The Requested Volume for a moment *t* that is part of one or more Validity Periods (calculated in accordance with §707) for a CMU can change over time in function of the Transactions on the Primary Market and/or on the Secondary Market. This is~~ also ~~illustrated by some numerical examples in annex 18.4.3.~~ for transactions that have not yet been validated.

11.4.2.2.1 General Requirement

741. The Financial Security obligation per CMU does not apply cumulatively in case of overlapping Validity Periods~~, that is~~ (i.e. when ~~*t*~~it is part of more than one Validity Period~~.~~).

~~707.~~ For any moment *t* which is part of one or more Validity Periods, the Requested Volume of a CMU equals the maximal ~~Total Contracted Capacity~~expected contracted capacity for the CMU over all moments τ part of ~~the~~ ~~*n*~~ Delivery Period(s) that is/are (partly) covered by the Transaction Period of the ~~related Transaction~~transaction(s) ~~(as also illustrated~~to which a Financial Security obligation applies. This is represented by ~~some numerical examples in annex 18.4.3):~~the following formula:

~~With *i* ranging from 1 to *n*, the Requested Volume is represented by the following formula:~~

$$\sout{Required\ Volume\ (CMU, t)} $$
$$\sout{= Max\ (Total\ Contracted\ Capacity(CMU, DPi)., \dots,} $$
$$\sout{Total\ Contracted\ Capacity(CMU, DPn))} $$

$$Requested\ Volume\ (CMU, t) = \max_{\tau} expected\ contracted\ capacity(CMU, \tau, t)$$

Where,

- ~~*i*~~τ represents a moment part of the ~~different~~ Delivery ~~Periods~~Period(s) related to the Validity Periods of which moment *t* is part (i.e. the Delivery Periods that are (partly) covered by the Transaction Period of the related ~~Transactions));~~transactions);

- ~~*n*~~$expected\ contracted\ capacity(CMU, \tau, t)$ is the expected contracted capacity of the CMU at moment τ that applies at moment *t* during a Validity Period, determined in accordance with § 742.

742. For any moment *t* which is part of one or more Validity Periods, the expected contracted capacity at moment τ for a CMU corresponds to the sum of the CMU's Contracted Capacities that respect the following conditions:

- the corresponding Transaction Validation Date is prior to the start of the Delivery Period of which moment τ is part; and

- the corresponding Transaction Period covers partially or totally the Delivery Period of which moment τ is part.

- Additionally, in case the transaction has not been validated at moment *t*, also the following volumes are taken into account in the summation:

- in case the Validity Period relates to a Primary Market transaction, the (Remaining) Eligible Volume and (Remaining) Associated Eligible Volume, thereby assuming that the total volume that can be offered in the Auction will be contracted; or

- in case the Validity Period relates to a Secondary Market transaction, the Secondary Market Capacity related to the transaction, thereby assuming that ELIA will approve the transaction.

- Finally, in case the transaction has not been validated at moment t, in case the Validity Period relates to a Primary Market transaction, the number of Delivery Periods related to the Validity Periods of which t is part;during which the related (Remaining) Eligible Volume and (Remaining) Associated Eligible Volume apply, is assumed to correspond to the number of Delivery Periods linked to the Capacity Category to which the CMU has been assigned by the CREG.

743. The Requested Volume for a moment t that is part of one or more Validity Periods (calculated in accordance with §§ 741 and 742) for a CMU can change over time in function of the Transactions on the Primary Market and/or on the Secondary Market. This is also illustrated by some numerical examples in annex 18.4.3.

11.5 CALL UPON THE FINANCIAL SECURITY

744. The Financial Security can only be called upon by ELIA as of the Transaction Validation Date and only when the following types of penalties remain upaid:

- penalties arising during the pre-delivery control (chapter 8); or

- penalties arising from the non-signature of the Capacity Contract (chapter 7).

745. In case ELIA calls upon a Financial Security, the procedure is as follows:

- in case of penalties arising during the pre-delivery control, the Capacity Provider issues a credit note or, in the absence of the credit note, ELIA issues an invoice, as foreseen in the Capacity Contract.

- in case of non-signature of the Capacity Contract and without prejudice to § 343:

  • ELIA sends a reminder to the CRM Actor via e-mail within ten Working Days starting from the deadline for the signature of the Capacity Contract (cf. chapter 7).

  • if the CRM Actor does not sign the Capacity Contract within ten Working Days starting from the date of that reminder, ELIA issues an invoice related to the penalties arising from the non-signature of the Capacity Contract. This invoice has a due date of thirty Working Days starting from the end of the month including the invoice date.

  • if the credit note or the invoice remains unpaid at the due date, ELIA sends a reminder to the CRM Actor via e-mail within ten Working Days starting from the due date of the credit note or the invoice. In this reminder:

  • ELIA informs the CRM Actor that it will call upon the Financial Security within ten Working Days starting from the date of that reminder in case the credit note or the invoice remains unpaid; and

  • ELIA informs the CRM Actor about the transaction(s) and associated Financial Security(ies) that relate to the unpaid credit note or the invoice.

- in case multiple Financial Securities cover such transaction(s), the CRM Actor can indicate to ELIA which Financial Security(ies) will be claimed first as a reply to this reminder.

-   if the CRM Actor does not pay the credit note or the invoice within ten Working Days after ELIA sends the reminder, ELIA has the right to call upon the Financial Security.

-   in order to validly call upon a bank or an Affiliate guarantee, ELIA provides a written statement to the issuer of the Financial Security that the CRM Actor has not fulfilled his payment obligations. In addition, ELIA provides a copy of the credit note or the invoice related to the unpaid due penalties to the issuer of the Financial Security. ELIA sends a copy of this written statement and the credit note or the invoice related to the unpaid due penalties to the CRM Actor via e-mail within ten Working Days after providing the written statement to the issuer of the Financial Security.

-   in order to validly call upon a cash payment, ELIA provides via e-mail a written statement to the CRM Actor that it has not fulfilled its payment obligations.

746. If ELIA calls upon the CMU's Financial Securities at a moment t, which is part of one or more Validity Periods, and for which the CRM Actor has submitted multiple Financial Securities to cover the Secured Amount, the Financial Securities will be claimed on a prorata basis (unless the CRM Actor has informed ELIA on which Financial Security(ies) should be claimed first). For each Financial Security, the claimed amount is calculated by multiplying the total amount of the claim by the ratio of the amount of the Financial Security at moment t by the aggregate amount of all the Financial Securities that have been submitted at that moment t.

-   *Total Contracted Capacity.(CMU,DPi)* is the Total Contracted CapacityThe amount of the CMU over the Delivery Period I as determined per section 8.3.2.

11.4.2.2.2 Transactions on the Primary Market

708. In case a Capacity Provider renews a CMU's prequalification to participate in an Auction according to §178, the Requested Volume is calculated according to §707. In the formula presented in §707, the Total Contracted Capacity for the Delivery Period(s) related to the Transaction on the Primary Market is calculated on the assumption that the full Remaining Eligible Volume is selected in the Auction.

In case its Prequalification File is still compliant, the proof of Financial Security is to be provided together with the confirmation of the conformity. In case this Prequalification File is no longer compliant, the proof of must not be adjusted to the initial level when ELIA has partly or fully invoked the Financial Security is to be included in the updated Prequalification File (as detailed in §178).

709. For a CMU that does not successfully complete the Prequalification Process or for a CMU without any selected Bid in the Auction, the procedure for release of the Financial Security as detailed in section 11.5.1 applies.

11.4.2.2.3 Transactions on the Secondary Market

710. If a Transaction on the Secondary Market results in a decrease (for the Seller of an Obligation) or increase (for the Buyer of an Obligation) of the maximal Total Contracted Capacity for a CMU over the related Delivery Periods, the Requested Volume is updated according to §707. In case a Buyer of an Obligation notifies a transaction on the Secondary Market, the CMU's Total Contracted Capacity for the related Delivery Periods is calculated on the assumption that the transaction on the Secondary Market is approved by ELIA.

711. In case a transaction on the Secondary Market results in an increase of the Requested Volume, the notification of the Secondary Market transaction of the Buyer of an Obligation includes a Financial Security (according to §668).

712. In case a transaction on the Secondary Market results in a decrease of the Requested Volume for the Seller of an Obligation, the procedure for release of the Financial Security as detailed in section 11.5.1 applies.

713. In case ELIA rejects a transaction on the Secondary Market, the procedure for release of the Financial Security as detailed in section 11.5.1 applies.

11.4.2.2.4 Transfer of a CMU

714.1. As stipulated in the Capacity Contract, ELIA's approval of a transfer of a Capacity Contract is subject to the condition that the transferred CMU(s) is (are) covered by a Financial Security provided by the assignee of the CMU. Therefore, the transfer of a Capacity Contract is subject to the condition that the transferee submits proof of Financial Security, so that the Financial Security obligation as described in §653 is respected by the transferee.

715.747. As soon as ELIA gives prior written permission for the transfer of the Capacity Contract, as foreseen in the Capacity Contract, the Requested Volume for the transferor is reduced to zero MW. In that case, the procedure for release of the Financial Security as detailed in section 11.5.1 applies.

11.511.6 RELEASE OF THE FINANCIAL SECURITY

11.5.11.1.1 Procedure for the release

748. The procedure for theA full or partial release of a Financial Security depends on the is possible at certain defined moments, which are described in section 11.6.1. The procedure for such release is described in section 11.6.2.

11.6.1 Release moments

749. A full or a partial release of all the Financial Securities related to a CMU is only possible if the Secured Amount for this CMU is lower than the aggregated amount of those Financial Securities.

750. The notification to the CRM Actor for a Financial Security release – when relevant – is launched by ELIA only whithin the ten Working Days starting from the following defined moments:

- at the moment of a (Primary Market or Secondary Market) Transaction Validation Date;

- at the moment of the Capacity Contract signature;

716. after the Capacity Contract signature, whenever the "Permitting" milestone has been reached and/or whenever the status of the CMU: changes from additional/virtual to existing;

- at the moment of a rejection of a Secondary Market transaction;

- at the end of the Validity Period;

- at the moment of a transfer of a CMU.

11.6.2 Procedure for the release

751. ~~for Existing CMUs,~~Whenever a full or partial release is applicable in accordance with §§ 749 and 750, the following procedure starts as follows:

- ELIA notifies the CRM Actor ~~communicates his choice to ELIA~~ via the dedicated module of the CRM IT Interface within the ten Working Days starting from one of the moments defined in § 750, about the possibility for a Financial Security(ies) release, informing the CRM Actor minimally about the CMU ID and the amount (in €) of the applicable release;

- The CRM Actor communicates its choice of whether to proceed with the release or not to ELIA via the dedicated module of the CRM IT Interface, within ten Working Days after the ~~decrease~~notification of ~~the Secured Amount:~~ ELIA;

- If more than one Financial Security is related to the concerned CMU and if the release is a partial release, the CRM Actor also communicates how he wants to split the release between all the Financial Securities[37] within ten Working Days after the notification of ELIA.

752. Depending on the choice made by the CRM Actor as per § 751, either :

- ELIA releases the submitted Financial Security(ies) in accordance with the procedure detailed in ~~§717~~§ 753, so that the Financial Security obligation as described in ~~§§~~ 707 is respected; or

- ~~or~~the submitted Financial Security is not released and remains available for future transactions on the Primary Market and/or the Secondary Market, as long as the expiry date of the Financial Security is not exceeded.

  ~~If the CRM Actor has not communicated such a choice to ELIA within the required timeframe, ELIA releases the submitted Financial Security in accordance with the procedure detailed in §717.~~

- ~~For Additional CMUs and Virtual CMUs, ELIA releases the submitted Financial Security in accordance with the procedure detailed in §717, so that the Financial Security obligation as described in §653 is respected;~~

717. ~~Within twenty Working Days after a CMU's Secured Amount has decreased, ELIA notifies the CRM Actor and, where applicable, the financial institution or Affiliate that the Financial Security is released, and in the case of a partial release, the extent to which it is released. The notification to the CRM Actor is provided via the CRM IT Interface, whereas the notification to the financial institution or Affiliate is provided via registered mail.~~

~~In the case of a cash payment, (part of) the amount is reimbursed by transfer to the CRM Actor.~~

~~11.5.2 Final release~~

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[37] Whithout answer from the CRM Actor regardng that point, ELIA will split the release amount on a prorata basis between all the Financial Securityies.

753. ~~Without prejudice to the release events as described in §687, §690, §699, §700, §702, §705, §709, §712, §713 and §715, for an Existing CMU (including an Additional CMU or a Virtual CMU that has reached the existing status in line with the pre-delivery control process (see section 8.6), the Financial Security is automatically released at the end of the Validity Period.~~ If the release is approved by the CRM Actor or if no choice has been made by the latter as per § 751, the release will be completed by ELIA within a maximum of twenty Working Days starting from one of the moments defined in § 750. To be considered as complete, ELIA must perform the following actions:

- notify the CRM Actor of this completeness via the CRM IT Interface; and

- make a refund according to the released amount and the choice made as per § 751; or

- notify the bank or the Affiliate of this release via a registered letter (the letter at least includes the CMU ID, the bank reference of the concerned Financial Security and the amount to release).

~~718.~~

12 PAYBACK OBLIGATION

12.1 INTRODUCTION

A Payback Obligation applies to the Capacity Providers in accordance with the rules described in this chapter, relating to the calculation of the Payback Obligation, its communication to the Capacity Provider, its settlement and invoicing.

This chapter applies in addition to and without prejudice to the Electricity Act and its implementing Royal Decrees, in particular in that they set out rules applicable to the Payback Obligation.

Section 12.2 describes the general provisions applicable to the Payback Obligation.

Section 12.3 describes the parameters necessary for the application of the Payback Obligation formula, the Payback Obligation formula and the Stop-Loss Amount of a Transaction.

Finally, section 12.4 describes the process followed by ELIA to determine the Effective Payback Obligation of a Capacity Provider CMU's Transaction.

12.2 GENERAL PROVISIONS

719.754. The Payback Obligation applies to all CMUs' Transactions at any moment of their Transaction Period when the Reference Price exceeds the Strike Price.

720.755. The Payback Obligation is calculated in accordance with a formula based on the positive difference between:

- the Reference Price, in €/MWh; and

- the Strike Price, in €/MWh.

721.756. The Payback Obligation of a Transaction is calculated for every hour of the Delivery Period covered by the Transaction Period and is expressed in €/h.

722.757. The Payback Obligation calculations are performed by ELIA with the contractual and operational data related to (a) Transaction(s) and parameters of the CMU, which are communicated to ELIA by the Capacity Provider. These parameters include the Reference Price as detailed in section 12.3.1.1, the Strike Price as detailed in section 12.3.1.2 and the remaining parameters are to be found in the Annex A of the Capacity Contract.

In case of inconsistency or non-compliance of at least one of the above parameters, ELIA can request extra information to the Capacity Provider in order to perform the Payback Obligation calculation.

723.758. A granularity of 0,01 MW is applicable for MW data.

724.759. A granularity of 0,01 is applicable for € and €/MWh data.

725.760. If the values of an element of the formulas are expressed in MW or €/MWh and have a lower granularity than an hour, an hourly average of those values applies to reach the hourly granularity.

726.761. The result of each formula is rounded up or down to the nearest number, with a rounding-up if there is no nearest number[38].

12.3 MODALITIES OF THE PAYBACK OBLIGATION

727.762. This section describes, for a CMU's Transaction, the parameters necessary for the application of the Payback Obligation formula, the Payback Obligation formula and the Stop-Loss Amount of a Transaction.

728.763. The Payback Obligation modalities may vary depending on the following CMU and Transaction features:

- Energy Constrained or Non-energy Constrained CMU ;

- CMU with Daily Schedule or without Daily Schedule ;

- Ex-ante Transaction or ex-post Transaction ;

- Transaction from the Primary Market or the Secondary Market.

12.3.1 Parameters of the formula of the Payback Obligation

12.3.1.1 Reference Price

729.764. The Reference Price is a parameter of a CMU. It is observed for each hour t in the related Day-ahead Market under the form of hourly prices and expressed in €/MWh as $Reference\ Price\ (CMU_{id}, t)$.

Where:

- CMU_{id} is the CMU unique identifier available in the Capacity Contract and in the CRM IT Interface and

- t is the hour to which the Payback Obligation calculation applies.

730.765. The same Reference Price is applicable to the Payback Obligation of all Transactions of the CMU at the moment t.

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[38] As an example, a number ending by 0,005 is therefore rounded up to 0,01 and a number ending by 0,0049 is rounded down to 0,00.

12.3.1.1.1 Initial choice of NEMO for a CMU

731.766. The Prequalified CRM Candidate (or Capacity Provider) determines in the pre-delivery control of its CMU according to § 434 a NEMO active in the Belgian Day-ahead Market for setting his Reference Price, prior the start of the Transaction Period without prejudice. Indirect Foreign Capacity Holders must designate a NEMO , according to article 2, § 2, al. 3, of the Royal Decree on eligibility criteria for Indirect Foreign Capacities.

The CMU's chosen NEMO Belgian Day-ahead Market hourly prices are used as $Reference\ Price\ (CMU_{id}, t)$ in the Payback Obligation calculation.

In case of absence of the NEMO determination in the pre-delivery control Process or in case of missing or conflicting data related to a specific CMU's NEMO choice, the Day-ahead Market Price as defined in chapter 3 is used as fallback value.

12.3.1.1.2 Modification of the NEMO of a CMU

732.767. The Capacity Provider can, for each CMU, notify to ELIA a modification of its choice of NEMO for the Reference Price of a CMU as defined in accordance with § 434.

733.768. As soon as the change of NEMO is notified to ELIA, it becomes applicable in the Payback Obligation calculation, ELIA confirms the reception of the notification of this change to the Capacity Provider within five Working Days.

12.3.1.2 Strike Price

734.769. The section refers to the Calibrated Strike Price, which is a value associated to a Transaction for the entire Delivery Period, that is indexed according to section 12.3.1.2.2 and is required for the determination of the Strike Price of a Transaction. When an Aggregated CMU benefiting from a multi-years contract associates on an annual basis with Associated Delivery Points, the Strike Price remains the one from the Transaction applicable to the CMU's multi-years Contract.

735.770. The Strike Price of a Transaction is represented by $Strike\ Price\ (CMU_{id}, Transaction_{id}, t)$ and expressed in €/MWh.

Where:

- CMU_{id} is the CMU unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction unique identifier as displayed on the CRM IT Interface; and

- t is the hour to which the Payback Obligation calculation applies within the Delivery Period.

12.3.1.2.1 Calibrated Strike Price of a Transaction

736.771. The Calibrated Strike Price of an Auction is the Strike Price determined under chapter 8 of the Royal Decree on Methodology for the year in which the Auction takes place. It is represented by the $Calibrated\ Strike\ Price\ (Auction\ year)$ where $Auction\ year$ is the year in which the Auction takes place.

737.772. The Calibrated Strike Price is a fixed value applicable in the Payback Obligation to all Transactions of the Primary Market resulting from the Y-4 or Y-1 Auctions at the Primary Auction results publication date. The Calibrated Strike Price applicable to a Payback Obligation resulting from a Secondary Market Transaction is determined according to section 10.4.10.

It is represented by the following formula:

$$Calibrated\ Strike\ Price\ (CMU_{id},\ Transaction_{id},\ t) = Calibrated\ Strike\ Price\ (Auction\ year)$$

Where:

- CMU_{id} is the CMU unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction unique identifier as displayed on the CRM IT Interface; and

- t is the hour in the Transaction Period; and

- $Auction\ year$ is the year on which the Auction is organized.

12.3.1.2.2 Indexation of the Calibrated Strike Price of a Transaction in time

738.773. The Calibrated Strike Price of a Primary Market Transaction relating to more than one Delivery Period is indexed by application of a relative index update on the initial Calibrated Strike Price for the entire duration of a Capacity Contract with a Capacity Contract Duration of more than one Delivery Period as of the second Delivery Period as detailed in article 24 of the chapter 8 of the Royal Decree on Methodology.

The index is a factor determined with a rolling formula based on the comparison between (i) the DAM simple average prices over the three last years preceding the Delivery Period and (ii) the DAM simple average prices of the last three years prior to November 1 of the Auction year. The DAM simple average prices prior to November 1 of the Auction year remain a fixed part in the rolling formula, whereas the three years DAM simple average prices prior to the Delivery Period evolve in time.

This is represented by the following formula:

$$
\begin{aligned}
Indexed\ Calibrated\ Strike\ Price\ (CMU_{id}, \quad &Transaction_{id}, \quad t) \\
= \ &Factor\ (t, Auction\ year, Auction\ type) \\
&* Calibrated\ Strike\ Price\ (CMU_{id}, Transaction_{id}, t)
\end{aligned}
$$

Where:

- CMU_{id} is the CMU unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction unique identifier as displayed on the CRM IT Interface; and

- t is the hour in the Transaction Period that is linked to a Delivery Period DPe to which the Factor applies; and

- *Auction year* is the year on which the Auction is organized; and

- *Auction type* is either the Y-4 or Y-1 Auction.

And for which:

$$Factor\ (t, Auction\ year, Auction\ type)$$
$$= 1 + \frac{Average\ DAM\ (DPe_t - 3\ to\ DPe_t - 1) -\ Average\ DAM\ (Auction\ year - 3\ to\ Auction\ year)}{Calibrated\ Strike\ Price\ (Auction\ year)}$$

Where:

- $Average\ DAM\ (DPe_t - 3\ to\ DPe_t - 1)$ is the simple average of all hourly DAM prices from November 1 of the year taking place three years prior the Delivery Period start date to which t is linked, until October 31 of the year of the Delivery Period start date to which t is linked; and

- $Average\ DAM\ (Auction\ year - 3\ to\ Auction\ year)$ is the simple average of all hourly DAM prices from November 1 of the year taking place three years prior the Auction date until October 31 of the year of the Auction year; and

- $Calibrated\ Strike\ Price\ (Auction\ year)$ is the Calibrated Strike Price of the Auction Y-4 or Y-1 determined according to section 12.3.1.2.1; and

- DPe_t is the Delivery Period linked to the hour t from the Transaction Period to which the indexation factor applies; and

- DAM prices are the prices of the Day-ahead Market. In case, these prices would be unavailable due to missing data or any operational issues, the Day-ahead Market Price as defined in chapter 3 is used as fallback value for the calculations detailed above in this section.

The same $Factor\ (t, Auction\ year, Auction\ type)$ applies to all Primary Market Transactions having a Capacity Contract Duration of more than one Delivery Period granted during the same Auction.

739. 774. The $Factor\ (t, Auction\ year, Auction\ type)$ is calculated for each Delivery Period DPe_t by ELIA and is available on the CRM IT Interface, prior to the Payback Obligation determination process (according to section 12.3.2). This indexation factor is applied to the Strike Price for the monthly determination of the Payback Obligation.

740. 775. For a Secondary Market Transaction, the Indexed Calibrated Strike Price, if applicable, is the Indexed Calibrated Strike Price of the Transaction of the CMU of the Seller of an Obligation. It is indicated in the notification of the approved Secondary Market Transaction according to § 656. The Calibrated Strike Price, the parameters Auction year and Auction type are registered by ELIA in the Secondary Market Transaction as contractual parameter available in the Annex A of the Capacity Contract according to section 10.4.10. The Calibrated Strike Price is represented by $Calibrated\ Strike\ Price\ (CMU_{id}, Transaction_{id}, t)$ and is indexed in time by multiplying it with the factor of indexation $Factor\ (DPe_t, Auction\ year, Auction\ type)$.

This is represented by the same formula as the one applicable to the Indexed Calibrated Strike Price of a Primary Market Transaction.

12.3.1.2.3 Determination of the Strike Price of a Transaction of a CMU with Daily Schedule

741.776. If no Indexed Calibrated Strike Price is applicable according to article 24 of chapter 8 of the Royal Decree on Methodology, the Strike Price of a Transaction of a CMU with Daily Schedule is the Calibrated Strike Price of the Transaction.

This is represented by the following formula:

$$Strike\ Price\ (CMU_{id}, Transaction_{id}, t) = Calibrated\ Strike\ Price\ (CMU_{id}, Transaction_{id}, t)$$

742.777. If an Indexed Calibrated Strike Price is applicable according to article 24 of chapter 8 of the Royal Decree on Methodology, the Strike Price of a Transaction of a CMU with Daily Schedule is the Indexed Calibrated Strike Price determined in accordance with § 773.

This is represented by the following formula:

$$Strike\ Price\ (CMU_{id}, Transaction_{id}, t) = Indexed\ Calibrated\ Strike\ Price\ (CMU_{id}, Transaction_{id}, t)$$

Where:

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction's unique identifier as displayed on the CRM IT Interface; and

- t is the hour in the Transaction Period; and

- $Indexed\ Calibrated\ Strike\ Price\ (CMU_{id},\ Transaction_{id},\ t)$ is determined according to § 773.

12.3.1.2.4 Determination of the Strike Price of a Transaction of a CMU without Daily Schedule

743.778. The Strike Price of a Transaction of a CMU without Daily Schedule is the maximum between the Declared Market Price and the Calibrated Strike Price of the Transaction multiplied by its indexation factor if applicable.

744.779. If no Indexed Calibrated Strike Price is applicable according to article 26, §2 of chapter 8 of the Royal Decree on Methodology, this is represented by the following formula:

$$Strike\ Price\ (CMU_{id}, Transaction_{id}, t)$$
$$= max(DMP(CMU_{id}, t); Calibrated\ Strike\ Price\ (CMU_{id}, Transaction_{id}, t))$$

745.780. If an Indexed Calibrated Strike Price is applicable according to article 24 of chapter 7 of the Royal Decree on Methodology, this is represented by the following formula:

$$Strike\ Price\ (CMU_{id}, Transaction_{id}, t)$$
$$= max(DMP(CMU_{id}, t); Indexed\ Calibrated\ Strike\ Price\ (CMU_{id}, Transaction_{id}, t))$$

Where:

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction's unique identifier as displayed on the CRM IT Interface; and

- t is the hour in the Transaction Period; and

- $DMP(CMU_{id}, t)$ is the Declared Market Price of the CMU according to section 9.4.2.3.3 on the hour t; and

- $Indexed\ Calibrated\ Strike\ Price\ (CMU_{id},\ Transaction_{id},\ t)$ is determined according to § 773.

12.3.1.3 Availability Ratio

~~746.~~781. The Availability Ratio of a CMU reflects the exemption of the Payback Obligation for the planned or unplanned unavailability duly communicated by the Capacity Provider to ELIA as detailed in § 444. The exemption is considered in the Availability Ratio by the Remaining Maximum Capacity Day Ahead according to § 444.This Availability Ratio is taken into account for the determination of the Payback Obligation.

~~747.~~782. For a Non-energy Constrained CMU, ELIA determines the CMU's equivalent capacity $P_{equivalent}(CMU_{id}, t)$ of an hour as a derated quantity, which equals the Total Contracted Capacity of the CMU. In other words, $P_{equivalent}(CMU_{id}, t)$ is equal to the expected Obligated Capacity of the CMU that would otherwise be required for an AMT Hour. This is represented by the following formula:

$$P_{equivalent}(CMU, t) = Total\ Contracted\ Capacity\ (CMU_{id}, t)$$

Where:

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- t is an hour in the Transaction Periods of the CMU's Transactions.

~~748.~~783. For an Energy Constrained CMU, ELIA determines for the N hours of the CMU's SLA of the related day, the CMU's equivalent capacity $P_{equivalent}(CMU_{id}, t)$ as a non-derated quantity, which is equal to the expected Obligated Capacity of the CMU that would otherwise be required for an AMT Hour, which is an SLA Hour. $P_{equivalent}(CMU, t)$ is determined by dividing the ex-ante Transactions Total Contracted Capacity of the CMU by the ~~weighted average~~ Derating Factor of the ~~CMU's ex-ante Transactions~~ CMU in accordance with the definition proposed in chapter 3. and adding the ex-post acquisitions of obligations on top of the ex-ante contracted SLA service (as ex-ante per hour trades are not permitted for Energy Constrained CMUs according to section 10.4.8).

This is represented by the following formula:

$$P_{equivalent}(CMU, t)$$
$$= \frac{\sout{Total\ Contracted\ Capacity_{ex-ante}(CMU_{id}, t)}}{\sout{Derating\ Factor_{ex-ante}(CMU_{id}, t)}} \frac{Total\ Contracted\ Capacity_{ex-ante}(CMU_{id}, t)}{Derating\ Factor\ (CMU_{id}, t)}$$
$$+ Total\ Contracted\ Capacity(CMU_{id}, t)_{ex-post}$$

Where:

- t is an hour of the Delivery Period for which the CMU has selected an SLA during the Prequalification Process (in accordance with § 92). N is equal to the number of hours specified in this SLA, by the Energy Constrained CMU, during which the CMU's expected Obligated Capacity would otherwise be required for an AMT Hour that is not an SLA Hour.; and

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

  - for a CMU with Daily Schedule, t is a measure of time which represents an SLA Hour, as defined in § 499, or an hour belonging to the set of hours having the highest Measured Power that are Non-SLA Hours forming with the SLA Hours a continuous period in time within a day. A Non SLA Hour(s) is (are) only considered on top of the SLA Hours of the CMU for the concerned day if the number of SLA Hours observed during the concerned day remains lower than the N hours of the CMU's SLA; and

  - for a CMU without Daily Schedule, t is a measure of time which represents an SLA Hour, as defined in § 501, or an hour belonging to the set of hours having the highest Active Volume that are Non-SLA Hours forming with the SLA Hours a continuous period in time within a day. A Non SLA Hour(s) is (are) only considered on top of the SLA Hours of the CMU for the concerned day if the number of SLA Hours observed during the concerned day remains lower than the N hours of the CMU's SLA ;

- $Total\ Contracted\ Capacity_{ex-ante}(CMU_{id}, t)$ is the Total Contracted Capacity of the CMU ex-ante Transactions and the total Capacity of the Associated Delivery Points; and

- ~~$Derating\ Factor_{ex-ante}(CMU_{id}, t)$ is the weighted average Contracted Capacity based on the CMU ex-ante Transactions Derating Factors (adapted if pplicable to take into account Associated Delivery Points); and~~

- $Derating\ Factor\ (CMU_{id}, t)$ is defined in accordance with the definition for the CMU during t where t is the hour for which the Payback Obligation is determined; and

- $Total\ Contracted\ Capacity(CMU_{id}, t)_{ex-post}$ is the sum of Contracted Capacities acquired in ex-post on the Secondary Market.

~~749.~~784. For an Energy Constrained CMU, ELIA determines for each of the other hours of the concerned day that differ from the N hours of the CMU's SLA, the CMU's equivalent capacity $P_{equivalent}(CMU_{id}, t)$, which equals the sum of the ex-post Contracted Capacities of the CMU Secondary Market Transactions for those hours. This is represented by the following formula:

$$P_{equivalent}(CMU, t) = Total\ Contracted\ Capacity(CMU_{id}, t)_{ex-post}$$

Where:

- N is the number of hours specified in the CMU's SLA as selected in the Prequalification process according to § 92 for the Delivery Period to which t is linked; and

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

  - for a CMU with Daily Schedule, t is a measure of time which is not an SLA Hour, as defined

in § 499, or an hour belonging to the set of hours having the highest Measured Power that are Non-SLA Hours forming with the SLA Hours a continuous period in time within a day. A Non SLA Hour(s) is (are) only considered on top of the SLA Hours of the CMU for the concerned day if the number of SLA Hours observed during the concerned day remains lower than the N hours of the CMU's SLA; and

- for a CMU without Daily Schedule, t is a measure of time which is not an SLA Hour, as defined in § 501, or an hour belonging to the set of hours having the highest Active Volume that are Non-SLA Hours forming with the SLA Hours a continuous period in time within a day. A Non SLA Hour(s) is (are) only considered on top of the SLA Hours of the CMU for the concerned day if the number of SLA Hours observed during the concerned day remains lower than the N hours of the CMU's SLA. N is the amount of hours specified in the CMU'SLA selected during the Prequalification Process, in accordance with §92, for the Delivery Period to which t is linked; and

- $Total\ Contracted\ Capacity(CMU_{id}, t)_{ex-post}$ is the sum of Contracted Capacities bought in ex-post on the Secondary Market.

~~750.~~785. The Availability Ratio of a CMU for an hour is a value obtained by the division of the minimum between the CMU equivalent capacity $P_{equivalent}(CMU_{id}, t)$ and the Remaining Maximum Capacity DA for an hour, by the CMU equivalent capacity $P_{equivalent}(CMU_{id}, t)$ of that hour.

This is represented by the following formula:

$$Availability\ Ratio\ (CMU_{id}, t) = \frac{Min\big(P_{equivalent}\ (CMU_{id}, t); Remaining\ Maximum\ Capacity\ DA\ (CMU_{id}, t)\big)}{P_{equivalent}\ (CMU_{id}, t)}$$

Where:

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction's unique identifier as displayed on the CRM IT Interface; and

- t is the hour on which the Payback Obligation calculation applies within the Transaction Period, when the Reference Price exceeds the Strike Price; and

- $P_{equivalent}\ (CMU_{id}, t)$ is the CMU's equivalent capacity as detailed in § 773 on the hour t; and

- $Remaining\ Maximum\ Capacity\ DA\ (CMU_{id}, t)$ is the CMU Remaining Maximum Capacity DA according to § 444 on the hour t.

12.3.2 Payback Obligation formula

~~751.~~786. The Payback Obligation formula determines the amount due by the Capacity Provider of the CMU's Transaction to ELIA for an hour t of the Transaction Period.

12.3.2.1 Payback Obligation for a Non-energy Constrained CMU's Transaction

~~752.~~787. The Payback Obligation for a Non-energy Constrained CMU's Transaction on an hour is equal to the positive difference between the Reference Price and the Strike Price of the Transaction for an hour multiplied with the Contracted Capacity of the CMU Transaction and the Availability Ratio for the same hour t.

This is represented by the following formula:

$$\begin{aligned}
Payback\ Obligation\ &(CMU_{id}, Transaction_{id}, t)\\
&= \textcolor{red}{\sout{Max\big(0; Reference\ Price\ (CMU_{id}, t)}}\\
&\textcolor{red}{\sout{- Strike\ Price(CMU_{id}, Transaction_{id}, t)\big)}}\big(Reference\ Price\ (CMU_{id}, t)\\
&- Strike\ Price(CMU_{id}, Transaction_{id}, t)\big) * Contracted\ Capacity\ (CMU_{id}, Transaction_{id}, t)\\
&* Availability\ Ratio\ (CMU_{id}, t)
\end{aligned}$$

Where:

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction's unique identifier as displayed on the CRM IT Interface; and

- t is the hour to which the Payback Obligation calculation applies within the Transaction Period, when the Reference Price exceeds the Strike Price and for which an Availability Ratio is calculated; and

- $Reference\ Price\ (CMU_{id}, t)$ is determined according to section 12.3.1.1; and

- $Strike\ Price\ (Transaction_i, t)$ is determined according to section 12.3.1.2; and

- $Contracted\ Capacity\ (CMU_{id}, Transaction_{id}, t)$ is the Contracted Capacity of the CMU's Transaction on the hour t available in the Capacity Contract and the CRM IT Interface; and

- $Availability\ Ratio\ (CMU_{id}, t)$ is the CMU Availability Ratio according to section 12.3.1.3 on the hour t.

12.3.2.2 Payback Obligation for an Energy Constrained CMU's ex-ante Transaction

~~753.~~788. The Payback Obligation for the ex-ante Transaction of an Energy Constrained CMU on the SLA Hours is equal to the positive difference between the Reference Price and the Strike Price of the Transaction for an hour multiplied with the Contracted Capacity of the CMU's Transaction and the Availability Ratio and divided by the ~~Transaction's~~ Derating Factor of the CMU for the same hour t.

This is represented by the following formula:

$$Payback\ Obligation\ (CMU_{id}, Transaction_{id}, t)$$
$$= \frac{Max(0; Reference\ Price\ (CMU_{id}, t)}{-\ Strike\ Price(CMU_{id}, Transaction_{id}, t))}(Reference\ Price\ (CMU_{id}, t)$$
$$-\ Strike\ Price(CMU_{id}, Transaction_{id}, t))$$
$$*\ \frac{\frac{Contracted\ Capacity\ (CMU_{id},\ Transaction_{id}, t)}{Derating\ Factor\ (CMU_{id},\ Transaction_{id}, t)}Contracted\ Capacity\ (CMU_{id},\ Transaction_{id}, t)}{Derating\ Factor\ (CMU_{id},\ \ , t)}$$
$$*\ Availability\ Ratio\ (CMU_{id}, t)$$

Where:

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction's unique identifier as displayed on the CRM IT Interface; and

- t is the SLA Hour to which the Payback Obligation calculation applies within the Transaction Period, when the Reference Price exceeds the Strike Price and for which an Availability Ratio is calculated; and

- $Reference\ Price\ (CMU_{id}, t)$ is determined according to section 12.3.1.1; and

- $Strike\ Price\ (CMU_{id}, Transaction_{id}, t)$ is determined according to section 12.3.1.2; and

- $Contracted\ Capacity\ (CMU_{id},\ Transaction_{id}, t)$ is the Contracted Capacity of the CMU Transaction on the hour t available in the Capacity Contract and the CRM IT Interface; and

- $Availability\ Ratio\ (CMU_{id}, t)$ is the CMU's Availability Ratio determined according to section 12.3.1.3 on the SLA Hour t; and

- $Derating\ Factor$ ~~$(CMU_{id}, Transaction_{id})$~~$(CMU_{id},\ )$ is the Derating Factor ~~contractually associated to~~defined in accordance with the ~~Transaction in~~ definition for the ~~Capacity Contract~~Derating Factor of the CMU during t where t is the hour for which the Payback Obligation is determined.

~~754.~~789. The ex-ante Transaction Payback Obligation equals zero on the Non-SLA Hours.

This is represented by the following formula:

$$Payback\ Obligation\ (CMU_{id}, Transaction_{id}, t) = 0$$

Where:

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction's unique identifier as displayed on the CRM IT Interface; and

- t is the hour, which is a Non-SLA Hour, to which the Payback Obligation calculation applies within the Transaction Period and for which an Availability Ratio is calculated in 12.3.1.3.

12.3.2.3 Payback Obligation for an Energy Constrained CMU's ex-post Transaction

~~755.~~790. The Payback Obligation for the ex post Transaction of an Energy Constrained CMU on an hour is equal to the positive difference between the Reference Price and the Strike Price of the Transaction for an hour t, multiplied with the Contracted Capacity of the CMU Transaction and the Availability Ratio for the same hour t.

This is represented by the following formula:

$$Payback\ Obligation\ (CMU_{id}, Transaction_{id}, t)$$
$$= \cancel{Max\big(0; Reference\ Price\ (CMU_{id}, t)}$$
$$\cancel{- Strike\ Price(CMU_{id}, Transaction_{id}, t)\big)}\big(Reference\ Price\ (CMU_{id}, t)$$
$$- Strike\ Price(CMU_{id}, Transaction_{id}, t)\big)$$
$$* Contracted\ Capacity\ (CMU_{id}, Transaction_{id}, t) * Availability\ Ratio\ (CMU_{id}, t)$$

Where:

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction's unique identifier as displayed on the CRM IT Interface; and

- t is the hour to which the Payback Obligation calculation applies within the Transaction Period, when the Reference Price exceeds the Strike Price and for which an Availability Ratio is calculated; and

- $Reference\ Price\ (CMU_{id}, t)$ is determined according to section 12.3.1.1; and

- $Strike\ Price\ (Transaction_i, t)$ is determined according to section 12.3.1.2; and

- $Contracted\ Capacity\ (CMU_{id}, Transaction_{id}, t)$ is the Contracted Capacity of the CMU Transaction on the hour t available in the Capacity Contract and the CRM IT Interface; and

- $Availability\ Ratio\ (CMU_{id}, t)$ is the CMU's Availability Ratio according to section 12.3.1.3 on the hour t.

12.3.3 Stop-Loss Amount of a Transaction

~~756.~~791. The sum of all Payback Obligations on the Delivery Period related to a Primary Market Transaction or a Secondary Market ex-ante Transaction for which the Transaction Period is a complete Delivery Period or several complete Delivery Periods reimbursed by the Capacity Provider to ELIA cannot exceed the Transaction Stop-Loss Amount for that Delivery Period.

The Stop-Loss Amount of a Transaction solely applies to the Primary Market Transactions and the ex-ante Secondary Market Transaction(s) for which the Transaction Period(s) is (are) a complete Delivery Period or several complete Delivery Periods.

~~757.~~792. The Stop-Loss Amount of a Transaction for a Delivery Period is calculated by ELIA according to section 12.4.1.The Stop-Loss Amount of a Transaction satisfying the above criteria for a Delivery Period is equal to the sum on all hours of the Delivery Period of the hourly Contracted

Capacity multiplied with the Transaction's Capacity Remuneration and divided by the number of hours on the Delivery Period.

This is represented by the following formula:

$$StopLoss\ Amount\ (CMU_{id}, Transaction_{id}, Delivery\ Period)$$
$$= \sum_{t=1}^{w} \Big(Contracted\ Capacity\ (CMU_{id}, Transaction_{id}, t) $$
$$* \frac{Capacity\ Remuneration(CMU_{id}, Transaction_{id})}{w} \Big)$$

Where:

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction's unique identifier as displayed on the CRM IT Interface; and

- $t\ and\ w$ respectively, represent the hours of a Delivery Period and the number of hours on the Delivery Period; and

- $Contracted\ Capacity\ (CMU_{id},\ Transaction_{id}, t)$ is the Contracted Capacity of a CMU Transaction on the hour t available in the Capacity Contract and the CRM IT Interface; and

- $Capacity\ Remuneration\ (CMU_{id}, Transaction_{id})$ is the CMU's Transaction Capacity Remuneration according to the Capacity Contract.

12.4 PAYBACK OBLIGATION PROCESS

~~758.~~793. In case of inconsistency or non-compliance of at least one of the below elements and modalities, ELIA can request extra information to the Capacity Provider in order to perform the Payback Obligation calculation.

12.4.1 Stop-Loss Amount initial calculation

~~759.~~794. Once a year as of October 30 preceding the considered Delivery Period, ELIA calculates the Stop-Loss Amount of the considered Delivery Period for each CMU's Transaction of the Primary Market and each ex-ante Secondary Market Transaction, which has a Transaction Period that is a complete Delivery Period or several complete Delivery Periods.

~~760.~~795. The calculation of the Stop-Loss Amount for the Delivery Period of a Transaction is performed with the Transaction contractual data as of October 30 preceding the considered Delivery Period, at the AMT Moment determination of November 1 of the considered Delivery Period and according to § 792.

The result of the calculation by ELIA is made available on the CRM IT Interface of the CMU's Transaction Capacity Provider at the latest when the first Payback Obligation report is communicated to the Capacity Provider as detailed in section 12.4.3. It contains the following content:

- Capacity Provider of the CMU and its Capacity Provider ID available in the Capacity Contract; and

- CMU of the Transaction and its CMU_{id} available in the Capacity Contract; and

- Transaction IDs of the CMU; and

- Stop-Loss Amounts of the CMU's Transactions.

12.4.2 Effective Payback Obligation calculation

761.796. t_{calc} is the moment on which ELIA performs the calculation of the formula for the Payback Obligation for a CMU Transaction.

762.797. The Payback Obligation calculation is performed by ELIA in month M+2 for the month M of the Delivery Period.

763.798. After that the final results of the Secondary Market transactions are known, ELIA calculates during the month M+2 the Payback Obligation of the Transaction of a CMU for each hour of the Transaction Period related to the month M for which the Reference Price exceeds the Strike Price. For each hour t of the Transaction Period included in the month M, ELIA calculates the:

$Strike\ Price\ (CMU_{id},\ Transaction_{id}, t)$ according to section 12.3.1.2.

For each hour t of the Transaction Period included in the month M for which the Reference Price exceeds the Strike Price, ELIA calculates the:

- $Availability\ Ratio\ (CMU_{id}, t)$ of the CMU according to section 12.3.1.3; and

- $Payback\ Obligation\ (CMU_{id},\ Transaction_{id}, t)$ of the Transaction according to section 12.3.2

764.799. If the Transaction is a Primary Market Transaction or an ex-ante Secondary Market Transaction for which the Transaction Period is a Delivery Period or several Delivery Periods, as detailed in § 791, and if the cumulative Payback Obligation of the CMU's Transaction does not exceed the Stop-Loss Amount, the effective Payback Obligation of the month M for the CMU's Transaction is equal to the sum of the hourly Payback Obligations of the CMU's Transaction for all hours of the month M.

This is represented by the following formula:

$$Effective\ Payback\ Obligation\ (CMU_{id}, Transaction_{id}, M)$$
$$= \sum_{t=1}^{m} Payback\ Obligation\ (CMU_{id}, Transaction_{id}, t)$$

Where:

- CMU_{id} is the CMU's unique identifier; and

- $Transaction_{id}$ is the Transaction's unique identifier; and

- $t\ and\ m$ respectively, represent the hours and the number of hours of the month M of the Delivery Period; and

- $Payback\ Obligation\ (CMU_{id},\ Transaction_{id}, t)$ is the Payback Obligation of a CMU Transaction(s) on the hour t according to 12.3.2.

765.800. If the Transaction is a Primary Market Transaction or an ex-ante Secondary Market Transaction for which the Transaction Period is a Delivery Period or several Delivery Periods, as detailed in § 791, ELIA calculates the cumulative Payback Obligation which is the sum of the hourly Payback Obligations of all the previous months and of the month M of the Delivery Period to which the month M is linked for the Transaction, if any.

This is represented by the following formula:

$$cumulative\ Payback\ Obligation\ (CMU_{id},\ \ \ \ \ Transaction_{id}, M)$$
$$= \sum_{t=1}^{p} Payback\ Obligation\ (CMU_{id},\ \ \ \ \ Transaction_{id}, t)$$

Where:

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction's unique identifier as displayed on the CRM IT Interface; and

- $t\ and\ p$ respectively represent the hours and the number of hours of the past months of the Delivery Period and of the month M of the Delivery Period; and

- $Payback\ Obligation\ (CMU_{id},\ Transaction_{id}, t)$ is the Payback Obligation of a CMU Transaction on the hour t according to 12.3.2.

766.801. If the Transaction is a Primary Market Transaction or an ex-ante Secondary Market Transaction for which the Transaction Period is a Delivery Period or several Delivery Periods, as detailed in § 791, and if the cumulative Payback Obligation defined in § 800 exceeds the Stop-Loss Amount of the CMU's Transaction on the Delivery Period, the Effective Payback Obligation for the CMU's Transaction of the month M equals the positive difference between the Stop-Loss Amount and the sum of the Payback Obligations of the previous months of the Delivery Period to which the month M is linked .

This is represented by the following formula:

$$Effective\ Payback\ Obligation\ (CMU_{id}, Transaction_{id}, M)$$
$$= Max\left(0; StopLoss\ Amount\ (CMU_{id}, Transaction_{id}, Delivery\ Period) \right.$$
$$\left. - \sum_{t=1}^{n} Payback\ Obligation\ (CMU_{id}, Transaction_{id}, t) \right)$$

Where:

- CMU_{id} is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- $Transaction_{id}$ is the Transaction's unique identifier as displayed on the CRM IT Interface; and

- $t\ and\ n$ respectively, represent the hours and the number of hours of the past months of the Delivery Period prior the month M of the Delivery Period; and

- $Payback\ Obligation\ (CMU_{id},\ Transaction_{id}, t)$ is the Payback Obligation of a CMU Transaction on the hour t according to section 12.3.2; and

- $Stop\ Loss\ Amount\ (CMU_{id},\ Transaction_{id}, Delivery\ Period)$ is the Stop-Loss Amount of a CMU Transaction on the hour t according to section 12.3.3.

12.4.3 Monthly delivery activity report

767.802. On the 15th day of M+2 at the latest, ELIA provides the Capacity Provider with the delivery activity report. This report covers an entire month, from the first day of the month M at 0:00 until the last hour of the last day of the month M. The report contains among others the following information for all hours of the Transaction Period of the CMU's Transaction:

- the calculation date of the report's data, t_{calc}; and

- the Capacity Provider identified with a unique ID as displayed on CRM IT Interface, the $Capacity\ Provider_{id}$; and

- the CMU_{id} which is the CMU's unique identifier available in the Capacity Contract and in the CRM IT Interface; and

- the $Transaction_{id}$ of the CMU having hours of their Transaction Period in the month M identified with a unique ID as displayed on CRM IT Interface; and

- for each CMU's $Transaction_{id}$ above, date and time for each hour of the Transaction Period of the month M for which the Reference Price exceeds the Strike Price and for which a Payback Obligation applies; and

  - the related value in [€/MWh] of the Reference Price

  - the related value in [€/MWh] of the Strike Price

  - the related value in decimal number value of the Availability Ratio

  - the related value in [€] of the Payback Obligation

- for each CMU's $Transaction_{id}$ above, the total value in € of the Payback Obligations on all hours of the Transaction Period in the month M; and

- for each CMU's $Transaction_{id}$ above, the total value in € of the Effective Payback Obligation of the month M.

12.4.4 Settlement and invoicing of the Effective Payback Obligation

768.803. ELIA settles and invoices the Effective Payback Obligation of the Capacity Providers CMU's Transactions by the 15th of the month M+2 at the latest. The modalities and details of the settlement and invoicing for the Effective Payback Obligations amounts for a Transaction are set out in the Capacity Contract.

769.804. The report per CMU as detailed in § 802 is part of the invoice by ELIA.

12.4.5 Contestation

770.805. If the Capacity Provider wishes to contest any parameters or calculation that he believes has led to an incorrect Stop-Loss Amount, Payback Obligation or Effective Payback Obligation, he has twenty Working Days from the notification of the delivery activity report to notify such motivated contestation to ELIA via the CRM IT Interface. In such a case, the Capacity Provider and ELIA enter into negotiations in order to reach an amicable agreement within sixty Working Days as of the date of notification of the contestation by the Capacity Provider. ELIA and the Capacity Provider may request additional information from each other's on the parameters in the delivery activity report if needed.

In the event of a partial or total amicable agreement within the sixty Working Days, the undisputed amount agreed upon shall then be subject to an invoice or a credit note in accordance with Capacity Contract.

If within sixty Working Days no partial or total agreement is found, the disputed amount or part of the disputed amount of the penalties and Payback Obligations is the subject of a separate credit noteinvoice in accordance with the Capacity Contract. , at the same time, both parties continue to seek an amicable solution during a period of sixty Working Days following the end of the first period of sixty Working Days.

In case an amicable agreement is reached between the parties during thisthe second period of sixty Working Days, this agreement will result, where applicable, in a corrective invoicecredit note related to the amount that was the subject of the credit notea separate invoice, in accordance with the Capacity Contract.

If within sixty Working Days still no such agreement has been reached, the parties commence the litigation procedure in accordance with chapter 14.

13 LIABILITY AND FORCE MAJEURE

13.1 LIABILITY

13.1.1 Notification of the breach

~~771.~~806. In the event that a CRM Actor or ELIA remains in default of an obligation under the Functioning Rules, the creditor of that obligation shall notify the defaulting party of said default via the CRM IT Interface as soon as possible and in any case within sixty Working Days. The defaulting party is required to respond via the CRM IT Interface within fifteen Working Days as of the notification. Failure to respond within this period shall be deemed to constitute an acknowledgement of the facts set out in the notification.

13.1.2 Liability of CRM Actors and ELIA

~~772.~~807. ~~Subject~~Without prejudice to the application of the Penalties provided for in the present Functioning Rules, a CRM Actor or ELIA may, in connection with the CRM, only be liable for Direct Damage suffered by the creditor of its obligation as a result of gross negligence on its part. However, no limitation of liability is applicable in the case of fraud or wilful misconduct.

~~773.~~808. Direct Damage is defined as damage that is the direct and immediate result of a fault on the part of a CRM Actor or ELIA, their employees, subcontractors or performing agents in the performance of his obligations under the Functioning Rules. Under no circumstances, except in cases of fraud or wilful misconduct, will the CRM Actor and ELIA be mutually liable or obliged to guarantee or indemnify each other against claims for indirect or consequential damages, including, but not limited to, any loss of profit, loss of revenue, loss of use, loss of contracts or loss of goodwill.

~~774.~~809. In all cases, the liability of a CRM Actor in respect of ELIA and of ELIA in respect of a CRM Actor in the event of gross negligence is limited to a maximum amount of EUR 600 multiplied by the sum of the Nominal Reference Power, expressed in MW, of all the CMUs of this CRM Actor, it being understood that this amount may not be less than EUR 50,000 per claim per year or exceed EUR 2,500,000 per claim per year. ELIA's liability in respect of the CRM Actor in the event of gross negligence is limited to a maximum amount of EUR 600 multiplied by the sum of the Nominal Reference Power, expressed in MW, of all of the CMUs of this CRM Actor, it being understood that this amount may not be less than EUR 50,000 per CRM Actor or exceed EUR 5,000,000 per claim, calculated, where applicable, on a ~~pro-rata~~prorata basis with respect to the amount of the compensation order. However, ELIA's liability is limited to a total amount of EUR 15,000,000 per year, regardless of the number of claims. There is no limitation of liability in the event of wilful misconduct.

~~775.~~810. ~~When~~ The application of Penalties provided for in the Functioning Rules~~, Penalties are the only financial sanction for~~ when the CRM Actor ~~in the event that it~~ breaches its obligations~~. However, ELIA will be entitled~~, does not preclude ELIA's entitlement to to compensation for any Direct Damage suffered as a result of such breach, provided that ELIA establishes that said Direct Damage is the result of fraud, wilful misconduct or gross negligence on the part of the CRM Actor, on the one hand, and that it affects ELIA's assets, on the other hand. Within the meaning of this provision, ELIA's assets are only affected if ELIA is unable to remedy the consequences of the said breach via the mechanisms established by these Functioning Rules or via other regulatory

mechanisms provided by or by virtue of the Electricity Act and covered in accordance with article 12 of the Electricity Act.

776. 811. The CRM Actor is liable in respect of ELIA for gross negligence committed by Grid Users or CDS Users with which the CRM Actor forms a CMU, within the liability limits applicable between the Parties. In the event of combined gross negligence on the part of multiple Grid Users or CDS Users and/or the CRM Actor, the CRM Actor's liability will be limited to the maximum amount stipulated in § 809. ELIA may not take direct action against the aforementioned Grid Users or CDS Users.

13.1.3 Warranty clause

777. 812. The Without prejudice to the application of the Penalties provided for in the present Functioning Rules, the CRM Actor and ELIA will guarantee each other against any compensation order for damage suffered by a third party resulting from their gross negligence, fraud or wilful misconduct in the performance of their obligations under these Functioning Rules.

778. 813. Save for fraud or wilful misconduct, the warranty referred to in the previous section may not, under any circumstances, exceed the amount of [EUR 5,000,000] per claim and per year.

13.1.4 Interaction with other regulated contracts

779. 814. Without prejudice to the application of the Penalties as provided for in these Functioning Rules, the amount due by the CRM Actor or ELIA for one and the same claim, for reasons of gross negligence, as compensation under another Regulated Contract concluded between them shall be deducted from the amount of compensation due pursuant to sections 13.1.2 and 13.1.3.

780. 815. The Regulated Contracts referred to in the previous section refer to the contracts listed in article 4 § 1 of the Federal Grid Code and the regulated contracts at regional level. Save for that which is provided in § 814, these Functioning Rules do not limit in any way the application of the provisions of said contracts, even if the non-performance of an obligation under the Functioning Rules has an impact on the performance of an obligation under the Regulated Contract.

13.1.5 Limitation of liability clauses in other contracts and third party rights

781. 816. When a CRM Actor or ELIA enters into a contract with a third party for the purpose of participating in the CRM, the liability limitation clauses set out in said contract shall reflect the principles and thresholds set out in this chapter, in such a way that said third party cannot assert more rights in respect of the CRM Actors and ELIA than the latter are entitled to assert between themselves. Any contractual provision to the contrary shall be deemed not to have been written.

782. 817. The Grid Users or CDS Users with whom the CRM Actor forms a CMU cannot take direct action against ELIA. For any Direct Damage that may have been suffered by said Grid Users or CDS Users, the CRM Actor is subrogated with respect to the rights of said Grid Users or CDS Users, within the liability limits that apply between the parties.

783. 818. Third parties may only assert claims against a CRM Actor or ELIA if they can prove that it is guilty of gross negligence in respect of the satisfaction of the obligations set out in the Functioning Rules. The liability of a CRM Actor or ELIA in the event of gross negligence may not exceed the

maximum amount set out in § 809. No limitation of liability shall apply in the event of fraud or wilful misconduct.

13.2 FORCE MAJEURE

784.819. Without prejudice to the definition of Force Majeure given in the applicable legal and regulatory provisions or additional definitions given in the Capacity Contract, the term Force Majeure means any unforeseeable or unusual event or situation which is beyond the reasonable control of the CRM Actor or ELIA,, which is not attributable to any fault on the part of the CRM Actor or ELIA, which cannot be avoided or overcome in spite of all reasonable due diligence or preventive measures deployed, which cannot be corrected by measures that it would be reasonable in technical, financial or economic terms for the CRM Actor or ELIA to undertake, and which temporarily or permanently prevent the CRM Actor or ELIA Party from fulfilling its obligations under these Functioning Rules.

785.820. Without prejudice to the provisions of the Capacity Contract, the following situations, among others, are to be considered as Force Majeure provided they meet the conditions of Force Majeure set out in the previous section:

- natural disasters resulting from earthquakes, floods, storms, cyclones or other unusual weather events recognised as such by a public authority with expertise in this area, as well as epidemics and pandemics;

- a nuclear or chemical explosion and the consequences thereof;

- situations of unusual risk (or "non-categorised" risk) during which the sudden unavailability of one or more electricity or gas distribution or transmission grids (including closed grids) or of Capacity or CMU is caused by reasons other than ageing, lack of maintenance or the competence of operators, including the unavailability of the IT system, whether or not caused by a virus, when all state-of-the-art precautions had been taken;

- the temporary or permanent technical inability of the grid (including closed grids) to exchange electricity because of disruptions within the Belgian Control Area caused by electricity flows resulting from energy exchanges within another Control Area or between two or more other Control Areas, where the identity of the market players involved in said energy exchanges is not, and cannot reasonably be, known to ELIA;

- an inability to operate the electricity or gas distribution or transmission grid (including closed grids), equipment forming a functional part of the grid, or equipment belonging to the CRM Actor or ELIA due to a labour dispute that gives rise to a unilateral measure by the employees (or groups of employees) or any other labour-management conflict;

- fire, explosion, sabotage, acts of a terrorist nature, acts of vandalism, damage caused by criminal acts, criminal coercion or threats of the same nature or acts that have the same consequences;

- war (whether declared or not), the threat of war, invasion, armed conflict, embargo, revolution or uprising; and

- a situation in which a competent authority imposes unusual and temporary measures on CRM Actors, Grid Users, CDS Users or ELIA, such as the measures necessary to maintain or restore

the safe and efficient functioning of grids, including load-shedding in the event of power shortages.; and

- a decision or measure adopted by any competent public authority.

786.821. The CRM Actor or ELIA who invokes a situation of Force Majeure must immediately notify the creditor of his obligation in writing via the CRM IT Interface, or by telephone provided that the matters discussed and agreed upon verbally are confirmed by official correspondence within three Working Days of the said discussion. The written or verbal notification must be made in any event within three Working Days of the appearance of the situation of Force Majeure or the time at which he should reasonably have discovered it. He must describe precisely the event that he qualifies as Force Majeure and indicate the measures he intends to take to remedy it as soon as possible. Absent any notification within said deadline, the CRM Actor or ELIA will no longer be entitled to invoke a situation of Force Majeure.

787.822. The CRM Actor or ELIA who proves a situation of Force Majeure is discharged from his contractual obligations, without prejudice to financial obligations which arose before the situation of Force Majeure. The suspension of obligations only lasts for the duration of the situation of Force Majeure, insofar as the latter prevents him from fulfilling his obligations. To the same extent, the creditor of his obligation is not obliged to perform his counter-obligations. Nevertheless, the Party that invokes a situation of force majeure shall do everything possible to limit the consequences of the non-performance of its obligations in respect of the other Party and to once again fulfil said obligations.

788.823. If, as a result of a situation of Force Majeure, the CRM Actor or ELIA is unable to fulfil his obligations under the Functioning Rules and if this situation of Force Majeure persists for at least [one hundred and eighty] consecutive days, the CRM Actor or ELIA may be definitively released from his obligations under the Functioning Rules by sending a registered letter or an email with acknowledgment of receipt setting out the reasons for the termination.

13.3 DAMAGE OR ~~ELIA WARRANTY EXCEEDING THE LIMITATIONS~~ ELIA WARRANTY EXCEEDING THE LIMITATIONS

789.824. Any amount payable by ELIA to a third party due to gross negligence by a CRM Actor, or any Damage suffered by ELIA which is due to gross negligence by a CRM Actor, and which ELIA is unable to recover from the CRM Actor due to a limitation provided by these Functioning Rules, will be covered by the mechanism provided in article 7undecies § 15 of the Electricity Act.

14 DISPUTE RESOLUTION

14.1 INTRODUCTION

~~790.~~825. This chapter describes the process for a CRM Actor or ELIA to follow in the event of a dispute arising in connection with the CRM.

~~791.~~826. If a dispute falls within the special or exclusive remit of the Markets Tribunal (article 29*bis* of the Electricity Act) or the Brussels Tribunal of First Instance (article 7*undecies* § 14 of the Electricity Act), the interested party may submit the dispute to said tribunal.

~~792.~~827. For any other dispute arising in connection with the CRM, the settlement of said dispute shall commence, as a general rule, with an optional consultation phase.

~~793.~~828. If the dispute cannot be resolved during the consultation phase, the parties have the option of submitting their dispute to the CRM Disputes Committee.

14.2 CONSULTATION PHASE

14.2.1 Specific or general consultation mechanism

~~794.~~829. If a CRM Actor or ELIA intends to contest an action or decision in connection with the CRM that directly affects its interests, it can invite the other party to open a consultation phase in order to resolve the dispute amicably.

~~795.~~830. If a specific consultation mechanism is provided in one of the other chapters of the Functioning Rules, the parties must follow said mechanism.

~~796.~~831. If no specific consultation mechanism is provided in the other chapters of the Functioning Rules, the general consultation mechanism described below applies. However, a party is not obliged to follow this general consultation mechanism prior to bringing a dispute before the relevant tribunal or the CRM Disputes Committee.

14.2.2 Consultation procedure

~~797.~~832. The interested party ("Notifying Party") shall notify its grievances to the other party ("Notified Party") within ten Working Days as of the notification of the decision taken by the other party, or, in the absence of a decision, after having become aware of an action likely to affect its interests. Grievances are notified via the CRM IT Interface or by e-mail.

~~798.~~833. The Notified Party will contact the Notifying Party within five Working Days after it has received the notification of grievances in order to either confirm its willingness to take part in the consultation, or to refuse to do so.

~~799.~~834. If both parties are prepared to take part in the consultation phase, they will begin a dialogue in order to find an amicable solution. This dialogue can be effected in writing only, or, if necessary, one or more meeting(s) can be organised between the parties in a mutually agreed location.

800.835. If an amicable solution is found within a period of thirty Working Days as of the notification of grievances, a period which can be extended via the written agreement of each party, the conditions governing said solution will be formalised in a written agreement. Said conditions must comply strictly with the applicable legislation and regulations.

801.836. If no solution is found within the aforementioned period, the first party to take action can undertake one of the procedures described below after chapter 3.14.

14.3 CRM DISPUTES COMMITTEE

14.3.1 Objective and Rules of Procedure

802.837. The role of the CRM Disputes Committee is to help the parties resolve disputes in connection with the CRM, either informally by engaging in discussions with the parties and, where necessary, issuing a recommended resolution ("Recommendation"), or, if said informal assistance yields no results or is not requested, by taking a binding decision ("Binding Decision").

803.838. The CRM Disputes Committee takes action and decisions by virtue of the rules listed below and the Rules of Procedure annexed hereto.

14.3.2 Organisation

804.839. The CRM Disputes Committee is assisted by a Secretariat which is responsible for receiving and managing dispute resolution applications and checking that the application is complete and that the dispute falls *prima facie* within the remit of the CRM Disputes Committee ("Secretariat").

805.840. The CRM Disputes Committee comprises three members: a Chairman and two ad hoc members. The Chairman of the CRM Disputes Committee ("Chairman") is appointed by CREG pursuant to a public tender and legal training. However, if the parties deem it preferable to appoint another person as the chairman in connection with their dispute ("ad hoc chairman"), said ad hoc chairman will be appointed (for this dispute) by mutual agreement by the two other members of the Committee, who are appointed by the parties. The two other members have either the legal or technical training relevant for resolving the dispute.

14.3.3 Procedures

806.841. In order to initiate a procedure, the interested party will send the Secretariat a Notification of its intention to submit the dispute to the CRM Disputes Committee ("Notification"). The Notification must contain the contact details of the parties, a summary of the grievances, the demands and the remedies demanded.

807.842. When a party submits a dispute to the CRM Disputes Committee via a Notification, it can request either a Recommendation or a Binding Decision.

808.843. If a party requests a Binding Decision and if the other party is not opposed thereto, the CRM Disputes Committee will issue a Binding Decision. If one of the parties requests a Binding Decision but the other party is opposed thereto, the CRM Disputes Committee will decide, on its own initiative, if it wishes to issue a Recommendation or a Binding Decision.

14.3.3.1 Recommendation procedure

809.844. The recommendation procedure applies when, in the Notification, the interested party asks the CRM Disputes Committee for informal assistance with the dispute and the other party is not opposed thereto.

810.845. This procedure is handled by the Chairman of the CRM Disputes Committee or, where applicable, by the ad hoc chairman acting as an intermediary to reconcile the parties.

811.846. The Chairman of the CRM Disputes Committee or, where applicable, the ad hoc chairman begins the informal discussions to this end, or if necessary, meetings with the parties. He may also request any information needed in order to be fully informed about the dispute.

812.847. Pursuant to discussions and after no more than thirty Working Days (as of the acknowledgement of receipt of the Notification), the Chairman or, if applicable, the ad hoc chairman will issue a written recommendation to the parties in order to enable them to reach an agreement ("Recommendation").

813.848. If an amicable solution is found within ten Working Days as of the issuance of the Recommendation, a period which may be extended via the written agreement of each party, the conditions for said solution will be formalised in a written agreement. These conditions must comply strictly with the applicable legislation and regulations.

814.849. If no amicable solution is found following the recommendation procedure, the first party to act may either ask the CRM Disputes Committee to issue a Binding Decision, or may bring the matter before the relevant tribunal or court. A new Notification must be sent to the Secretariat ("Additional Notification") in the event of a request for a Binding Decision.

14.3.3.2 Binding decision procedure

815.850. The binding decision procedure applies when, in the Notification (or in an Additional Notification), the interested party submits the dispute to the CRM Disputes Committee in order to obtain a Binding Decision.

816.851. Each party must submit, within a period of fifteen Working Days as of the acknowledgement of receipt of the Notification or Additional Notification by the Secretariat, a document stating its point of view and all the necessary documents and information. The CRM Disputes Committee may, if necessary and after consulting the parties, establish a different period, ask for additional documents to be submitted, ask questions or demand any information needed for resolving the dispute.

817.852. If necessary, the CRM Disputes Committee may organise a hearing during which each party may present its point of view.

818.853. The CRM Disputes Committee will issue a Binding Decision within a period not exceeding three months as of the acknowledgement of receipt of the Notification by the Secretariat, or within a period not exceeding two months as of the acknowledgement of receipt of the Additional Notification. The CRM Disputes Committee may, with the agreement of the parties, extend this period in order to issue a Binding Decision.

819.854. If the dispute is urgent, the interested party may request in the Notification (or in the Additional Notification), or the CRM Disputes Committee may decide of its own accord, to use the

emergency procedure making it possible to issue a Binding Decision within a shorter period of time.

14.3.4 Main characteristics of the procedure before the CRM Disputes Committee

14.3.4.1 Fixed costs and schedule

820.855. The costs of bringing a matter before the CRM Disputes Committee will be determined in advance by the Chairman. The costs of bringing a matter before the Committee may be charged to the losing party.

821.856. The procedures follow a strict schedule determined in advance.

14.3.4.2 Confidentiality

822.857. The information exchanged during the recommendation procedure remains confidential. If a binding decision procedure is launched following a recommendation procedure, the parties may agree to waive confidentiality for certain documents already communicated during the recommendation procedure.

823.858. The information exchanged during the binding decision procedure and the Binding Decision itself are public, unless one party submits a request, including the reasons for so requesting, for confidential handling of specifically identified information.

14.3.4.3 Experts

824.859. The CRM Disputes Committee may request the assistance of experts.

14.3.4.4 Types of decisions issued

825.860. The Recommendations of the CRM Disputes Committee are not binding, whereas Binding Decisions are final and mandatory, as are arbitral awards. Binding Decisions are taken by the majority of the members of the CRM Disputes Committee.

826.861. Within thirty Working Days following the receipt of the Binding Decision, a party may, via written Notification sent to the other parties, ask the CRM Disputes Committee to provide an interpretation of its Binding Decision or to correct its Binding Decision if it contains a calculation error, a typographical error or any other error or omission of that nature. If the CRM Disputes

Committee deems that the request is justified, it will issue the interpretation or correction within thirty Working Days following receipt of the request.

15 FALLBACK PROCEDURES

15.1 INTRODUCTION

This chapter lists and describes all the fallback procedures applicable to ELIA and every CRM Actor. These fallback procedures include all the steps to be followed by the relevant party in case of specific issue.

Section 15.2 presents the general principles of the fallback procedures.

Section 15.3, 15.4, 15.5, 15.6, 15.7 and 15.8 respectively cover all CRM processes separately in order to make it easier to read and search for the right fallback procedure. Each CRM Process is divided into different sub-paragraphs depending on process involved. Every fallback procedure is structured so that the problem is first identified and referenced. Next, the procedure to be followed by the CRM Actor is described and finally the impact on deadline or processes is explained.

15.2 GENERAL PRINCIPLES

827.862. This section describes the general principles applicable to ELIA and each CRM Actor for whom a fallback procedure is required in order to resolve certain types of issues.

828.863. When ELIA communicates with a CRM Actor by e-mail in a fallback procedure, ELIA uses the e-mail address(es) that was provided by the actor during the Prequalification Process (as per annexes 18.1.3 and 18.1.4)..

When a CRM Actor communicates with ELIA by e-mail in a fallback procedure, he uses the e-mail address provided by ELIA on ELIA's CRM webpage.

829.864. If a maintenance of the CRM IT Interface is foreseen and causes an unavailability longer than twenty-four hours, ELIA informs all CRM Actors by e-mail at least five Working Days prior to the start of the foreseen unavailability and indicates the start date/time and the expected end date/time of the maintenance.

830.865. If ELIA encounters an unforeseen unavailability of the CRM IT Interface which prevents the CRM Actors to access the CRM IT interface for more than twenty-four hours, ELIA informs all CRM Actors concerned by the unavailability by e-mail about it and indicates the expected end date/time of the unavailability.

831.866. In case an IT issue causes an impact on the good running of a process for a CRM Actor and this CRM Actor cannot respect the deadline related to that process, ELIA extends this deadline for the process in question by a number of Working Days determined depending of the technical assessment of the identified issue. This extension is communicated to and applies for all CRM Actors, upon the condition that the problem blocks the access to functionalities of the CRM Interface or makes it dysfunctional. Otherwise any CRM Actor remains liable for the delay.

832.867. In case of issues related to the quarterly hour metering data (missing data, communication problem,…), ELIA applies the standards and best practices applicable to other market processes (e.g: balancing).

833.868. Finally, ELIA reminds that – independent of the communication channel used for the exchange of required information – it remains the CRM Actor's responsibility to respect the deadlines set in the relevant sections of the Functioning Rules. Obviously, in the event of a delay caused by the use of the fallback procedure, ELIA applies the extension of the related deadline as defined in § 866 above.

15.3 PREQUALIFICATION PROCESSES

834.869. This section covers all possible issues during the prequalification phase that require a fallback procedure.

15.3.1 Application form submission

835.870. This issue refers to § 69.

836.871. Prior to submitting his first Prequalification File, a Capacity Holder fills in an application form, via the CRM IT Interface.

In case a Capacity Holder is unable to submit the **application form** via the CRM IT Interface or did not receive the corresponding notification from ELIA within two hours, he checks first that the CRM IT Interface is not under maintenance. If this is not the case and after trying again to submit the application form, the Capacity Holder is entitled to initiate the fallback procedure.

The fallback procedure consists in the following steps:

- the Capacity Holder contacts ELIA as soon as possible by e-mail explaining the nature of the problem.

- ELIA comes back to the Capacity Holder within maximum five Working Days starting from the Capacity Holder's email reception date, saying that either:

  - the problem has been solved and the Capacity Holder may try again to submit the form; or

  - the problem cannot be solved in the short term, and the application form is sent by e-mail so that the Capacity Holder can fill it in and return it back completed to ELIA also by e-mail. In these circumstances, the application form submission date corresponds to the sending date of the email corresponding to the first step of the fallback procedure described above by the Capacity Holder to ELIA.

- ELIA applies the extension of related deadline as specified in the § 868 above.

15.3.2 Acknowledgment and compliance checks

837.872. This issue refers to the section 5.3.1.

838.873. After the approval of the application form but prior to the possible submission of a Prequalification File, the CRM Candidate ensures compliancy by selecting dedicated boxes in the CRM IT Interface.

839.874. In case the CRM Candidate is unable to **mark these boxes** via the CRM IT Interface, he checks first that the CRM IT Interface is not under maintenance. If this is not the case and after trying

again to mark the dedicated boxes, the CRM Candidate is entitled to initiate the fallback procedure.

840.875. The fallback procedure consists in the following steps:

- the CRM Candidate contacts ELIA as soon as possible by e-mail explaining the nature of the problem.

- ELIA comes back to the CRM Candidate within maximum five Working Days starting from the Capacity Holder's email reception date, saying that either:

  • the problem has been solved and the CRM Candidate may try again to mark the boxes via the CRM IT Interface; or

  • the problem cannot be solved in the short term. In this situation, the consent with each condition set in section 5.3.1 is given per email by the CRM Candidate to ELIA.

- ELIA applies the extension of related deadline as specified in the § 868 above.

15.3.3 Prequalification File

841.876. This issue refers to § 75.

842.877. It is required from the CRM Candidate to submit complete and accurate Prequalification File(s), in line with obligations, requirements and Service Time Schedule. All data or document(s) are either filled in directly on the CRM IT Interface or uploaded as an attachment via the the CRM IT Interface.

843.878. In case the CRM Candidate is unable to **fill in the Prequalification File and/or upload a required document(s) and/or submit it** on the CRM IT Interface due to IT problem, he checks first that the CRM IT Interface is not under maintenance. If this is not the case and after trying again to complete his Prequalification File, the CRM Candidate is entitled to initiate the fallback procedure.

844.879. The fallback procedure consists in the following steps:

- the CRM Candidate contacts ELIA as soon as possible by e-mail explaining the nature of the problem.

- ELIA comes back to the Capacity Holder within maximum five Working Days starting from the Capacity Holder's email reception date, saying that either:

  • the problem has been solved and the CRM Candidate may try to fill in the Prequalification File and/or upload a required document on the CRM IT Interface; or

  • the problem cannot be solved in the short term. In this situation, the CRM Candidate can fill in and submit its Prequalification File to ELIA per email within three Working Days, following a Prequalification File template sent by ELIA. The Prequalification File submission date then corresponds to the date of Capacity Holder's Prequalification File's template reception from ELIA. Finally and as part of the Prequalification File, the CRM Actor also submits proof of a valid type of Financial Security, in accordance with the requirements in section 11.3, by email.

- ELIA applies the extension of related deadline as specified in the § 868 above.

15.3.4 Change of the Prequalification File submission

~~845.~~880. This issue refers to § 216.

~~846.~~881. A CRM Actor is entitled to modify data or documents upon different circumstances. Any change is submitted via the CRM IT Interface.

~~847.~~882. In case a CRM Actor is unable to **modify data or documents** on the CRM IT Interface due to IT problem, he checks first that the CRM IT Interface is not under maintenance. If this is not the case and after trying again to apply the change(s) needed, the CRM Actor is entitled to initiate the fallback procedure.

~~848.~~883. The fallback procedure consists in the following steps:

- the CRM Actor contacts ELIA as soon as possible by e-mail mentioning:

  - the ID of the concerned Delivery Point(s) and/or CMU(s); and

  - the data or the document(s) to be modified; and

  - the date of entry into force of the modification(s); and

  - the new value of the data or the new document(s) to be uploaded; and

  - the nature of the IT issue;

- ELIA comes back to the CRM Actor per email within maximum five Working Days starting from the CRM Actor's email reception date, saying that either:

  - the problem has been solved and the CRM Actor may try again to modify the data and/or document(s) in his Prequalification File; or

  - the problem cannot be solved in the short term, and ELIA modifies manually the data and/or the document(s) – instead of the CRM Actor – based on the information provided in the e-mail reiceved from the CRM Actor and sends an e-mail to this CRM Actor to notify him that the change(s) has(have) been taken into account.

- ELIA applies the extension of related deadline as specified in the § 868 above.

15.3.5 Notification from ELIA

~~849.~~884. Throughout the Prequalification Process, ELIA sends notifications to the CRM Actors via the CRM IT Interface. The time period within which such notification is received is listed in the chapter 5.

~~850.~~885. In case the CRM Actor has not received the notification via the CRM IT Interface within the specific timeframe, he initiates the fallback procedure which consists in the following steps:

- the CRM Actor informs ELIA by e-mail as soon as possible that the notification has not been received and mentions the following information:

  - The type of notification that he was expecting to; and

  - The submission date of the involved file or form.

- ELIA comes back to the CRM Candidate within five Working Days starting from the CRM Actor's e-mail reception date, giving the same information as would have been provided by the notification.

- ELIA applies the extension of related deadline as specified in the § 868 above.

15.4 AUCTION PROCESS

15.4.1 Bid submission issue

851.886. The standard procedure for Bid submission via the CRM IT Interface is described in section 6.2.

852.887. In case the CRM IT Interface is unavailable to submit Bids on the day of the Bid submission deadline as descibred in § 275, ELIA notifies all Prequalified CRM Candidates via email that the following fallback procedure applies:

- ELIA extends the access to the CRM IT Interface and the Bid submission deadline by twenty-four hours.

- ELIA informs all Prequalified CRM Candidates via email, in accordance with the relevant contact details as indicated in the application form process, when the problem has been solved, allowing all Prequalified CRM Candidates to submit Bids via the CRM IT Interface.

853.888. In case the CRM IT Interface is unavailable to submit Bids on the day of the extended Bid submission deadline as described in § 887, ELIA extends the fallback procedure by another twenty-four hours. ELIA may repeat this process up to a maximum five consecutive periods of twenty-four hours after the standard Bid submission deadline as described in § 275.

15.4.2 Grid constraints issues

854.889. These issues refer to the section 6.3.2.

855.890. During the calculation phase, which starts on June 15 until September 15 of the year in which the Auction takes place, ELIA identifies, for the concerned Auction, the expected constraints of the public electrical transmission grid infrastructure to be taken into account during the Auction clearing.

Throughout this calculation phase, three problems could trigger this specific fallback process :

- in the event of a Force Majeure (eg. an extreme weather event, a terrorist attack, …) during the calculation phase, which would cause unforeseen & significant damage to one or more key grid infrastructure assets of the public electrical transmission grid, the public gas transmission system or a public electricity distribution system provided that these have been duly communicated to ELIA by their system operator and which would as a result affect the hypotheses taken for the reference grid on the June 15 of the year in which the Auction takes place, based on which ELIA is calculating the grid constraints.

- if the hypotheses of the reference grid would significantly evolve during the calculation phase, when compared to the initial hypotheses taken in the defined reference grid at the June 15 of

the year in which the Auction takes place, related to delays of Infrastructure Works which would negatively affect the hosting capacity of the grid feasible domain. Such delay of Infrastructure Works is considered significant when a specific grid infrastructure project has an expected delay higher than two months, compared to the initial schedule.

- in the extraordinary event that ELIA would be confronted with IT-calculation issues in determination of grid constraints, which would result in an incomplete set of grid constraints by September 15 hence negatively affecting the ex-ante availability of all necessary and approved grid constraints.

856.891. In the three above cases, ELIA initiates this specific fallback process after informing CREG of the exact cause(s).

857.892. The fallback process itself consists in performing a grid feasibility check following the drivers specified in section 6.3.2.4 during the application phase after the Auction gate closing time, based on the considered clearing result. This fallback process guarantees that the grid feasibility of any Auction is ensured, in case the standard process, as specified in section 6.3.2, would fail. In case of application of this fallback process, ELIA takes reasonable measures and consults with CREG in order to improve and avoid such events for future Auctions. The fallback process can potentially imply some iterative steps after the Auction gate closing time, as defined in next §, in order to determine the optimal Auction result that respects all drivers as specified in section 6.3.2.4 – while still leaving sufficient time for results validation prior to Auction result publication.

The fallback process would be as follows:

- based on the received Bids and the Demand Curve applied in the Auction, the Auction algorithm provides the clearing result but now without application of grid constraints from ELIA.

- the obtained clearing result is then subsequently verified by ELIA for grid feasibility following the methodology as defined in section 6.2.1.2 (only for the relevant CMU combinations for Additional Capacity that are part of the clearing result) and following the stepwise approach as detailed here:

  • step 1: In case the relevant CMU combination part of the clearing result respects the drivers as specified in section 6.3.2.4 , no further steps are needed and the Auction result can be considered final.

  • step 2: In case the relevant CMU combination part of the clearing result does not respect the drivers as specified in section 6.3.2.4, the next optimal solution with the best objective function value needs to be determined in the Auction algorithm, by iteratively performing an Auction clearing with two additional constraints

    ▪ constraint 1:best objective function value of step two worse than best objective function value of step one

    ▪ constraint 2: clearing result of step two does not equal clearing result of step one.

  • step 3: step two above should be repeated until a solution is found that respects all drivers as specified in section 6.3.2.4 for the respective Auction.

858.893. In case no solution can be found after several iterations, fallback process described in section 15.4.3 applies.

15.4.3 Auction results issues

859.894. The standard procedure for the determination of Auction results is described in 6.4.

860.895. In case of issues during the clearing of the Auction, meaning that ELIA cannot submit the list of selected Bids to CREG for validation by October 15, the following fallback procedure applies:

- ELIA informs CREG about the source of the issue.

- ELIA solves the problem. In case the amount of grid constraints would be at the source of the problem, ELIA can foresee an alternative implementation that aims to reduce the calculation complexity within the Auction clearing algorithm but which does not alter the information embodied in the exhaustive set of grid constraints calculated initially.

- ELIA submits the list of selected Bids to CREG for validation.

861.896. In case the Auction results cannot be validated at the latest three Working Days before the deadline for the publication of Action results as described in § 957 for reasons other than the ones described in article 7undecies, § 13 of the Electricity Act, the following fallback procedure applies:

- CREG informs ELIA about the delay and the reason for the delay of the Auction results validation.

- when applicable, ELIA solves the problem.

- CREG validates the Auction results.

- once the results are validated, ELIA informs each Prequalified CRM Candidate about the selection of its submitted Bids. Selected Bids get the status "selected" in the CRM IT Interface.

- auction results are published as described in section 16.4, as soon as possible but at the latest on November 30.

15.5 PRE-DELIVERY CONTROL

862.897. This section covers all possible issues during a pre-delivery control that require a fallback procedure.

15.5.1 Pre-delivery test date notification for Existing CMUs

863.898. In order to organize a pre-delivery test for a Delivery Point without sufficient historical data available (as detailed in section 8.4.2.1), ELIA sends a notification to the Capacity Provider via the CRM IT Interface, asking for a pre-delivery test date.

In case ELIA is not able to request a pre-delivery test date via the CRM IT Interface due to an IT issue, ELIA notifies the Capacity Provider that a test date is required by e-mail.

864.899. In case the Capacity Provider is not able to communicate to ELIA **the pre-delivery test date** via the CRM IT Interface due to IT problem, he checks first that the CRM IT Interface is not under maintenance. If this is not the case and after trying again to communicate the date, the Capacity Provider is entitled to initiate the fallback procedure.

The fallback procedure consists in the following steps:

- the Capacity Provider contacts ELIA as soon as possible by e-mail mentioning:

  • the ID of the concerned CMU; and

  • the date of the pre-delivery test.

- ELIA has maximum five Working Days starting from the reception of the Capacity Provider's e-mail reception date to acknowledge the pre-delivery test date communicated by e-mail.

- ELIA applies the extension of related deadline as specified in the § 868 above.

15.5.2 Quarterly reports submission to ELIA for Additional and Virtual CMUs

865.900. During a Pre-delivery Period related to an Additional or a Virtual CMU, a Capacity Provider shares with ELIA via the CRM IT Interface quarterly reports (according to section 8.3.3).

866.901. In case the Capacity Provider is not able to submit a **quarterly report** via the CRM IT Interface due to IT problem, he checks first that the CRM IT Interface is not under maintenance. If this is not the case and after trying again to submit the quarterly report, the Capacity Provider is entitled to initiate the fallback procedure.

The fallback procedure consists in the following steps:

- the Capacity Provider contacts ELIA as soon as possible by e-mail mentioning the ID of the concerned CMU(s) as well as the date of the concerned quarterly report; and

- ELIA comes back to the Capacity Provider within maximum five Working Days starting from the Capacity Provider's email, saying that either:

  • the problem has been solved and the Capacity Provider may try again to submit the report; or

  • the problem cannot be solved in the short term, and the quarterly report may be sent by the Capacity Provider to ELIA by e-mail within five Working Days starting from ELIA's e-mail reception date.

867.902. In the event that this fallback procedure is initiated, ELIA extents the deadline by five Working Days (defined in section 8.3.3) for providing the quarterly report to all Capacity Providers.

15.5.3 Pre-delivery control results

868.903. For Additional and Virtual CMUs, ELIA notifies the pre-delivery control results to the Capacity Provider within a certain period of time defined in section 8.4.4 on the CRM IT Interface.

869.904. In case the Capacity Provider has not received the results of his pre-delivery control via the CRM IT Interface within the timeframe specified, he initiates the fallback procedure which consists in the following steps:

- the Capacity Provider informs ELIA by e-mail that the pre-delivery control results has not been received yet and mentions the following information:

  • the ID of the CMU; and

- the date of the quarterly report concerned.

- ELIA comes back to the Capacity Provider within maximum five Working Days starting from the Capacity Provider's email, saying that either:

  - the problem has been solved and the results are now made available on the CRM IT Interface; or

  - the problem cannot be solved in the short term, and ELIA sends the results to the Capacity Provider by e-mail.

- ELIA applies the extension of related deadline as specified in the § 868 above.

15.5.4 Contestation for Existing CMU

870.905. The Capacity Provider is allowed to contest the provisional pre-delivery control results via the CRM IT Interface within a time period defined in section 8.4.4.2.

871.906. In case the Capacity Provider is not able to notify his contestation through the CRM IT Interface due to IT problem, he checks first that the CRM IT Interface is not under maintenance. If this is not the case and after trying again to submit his contestation, the Capacity Provider is entitled to initiate the fallback procedure.

The fallback procedure consists in the following steps:

- the Capacity Provider contacts ELIA as soon as possible by e-mail mentioning:

  - the ID of the concerned CMU; and

  - the nature of the IT issue;

- ELIA comes back to the Capacity Provider within maximum five Working Days starting from the Capacity Provider's email reception date, saying that either:

  - the problem has been solved and the Capacity Provider may submit his contestation via the CRM IT Interface.

  - the problem cannot be solved in the short term, and a contestation form is sent by e-mail so that the Capacity Provider can return it back completed also by e-mail.

872.907. In the event the fallback procedure is initiated, ELIA extents the deadline to submit the related contestation by ten Working Days.

15.6 AVAILABILITY MONITORING AND TESTING

873.908. This section covers all possible issues occurring throughout the Delivery Period regarding the Availability Obligation and the penalties that require a fallback procedure.

15.6.1 Notification of limitation on Available Capacity

874.909. This issue refers to the section 9.3.

875.910. In case the Capacity Provider is aware of a limitation on the Capacity of his CMU, the Capacity Provider notifies ELIA by providing the required information via the CRM IT Interface.

876.911. In case the Capacity Provider is not able to **notify its limitation on Available Capacity** via the CRM IT Interface due to IT problem, he is entitled to initiate the fallback procedure.

The fallback procedure consists in the following steps:

- the Capacity Provider contacts ELIA as soon as possible by e-mail mentioning:

  - the ID of the concerned CMU; and

  - the Remaining Maximum Capacity; and

  - the start date and time of the unavailability; and

  - the end date and time of the unavailability; and

  - the nature of the IT issue;

- ELIA comes back to the Capacity Provider within five Working Days starting from the Capacity Provider's e-mail reception date, saying that either:

  - the problem has been solved and the Capacity Provider may try again to notify the limitation. In addition, ELIA applies the extension of related deadline by five Working Days.

  - the problem cannot be solved in the short term, but the limitation mentioned in the e-mail has been taken into account for the concerned CMU as from the date mentioned in the e-mail.

877.912. It is the Capacity Provider's responsibility to notify limitations via the CRM IT Interface before 11:00 or timely initiate the fallback procedure in case of CRM IT interface failure. ELIA notes the limitation as Announced Unavailable Capacity for that CMU provided that the fallback procedure was initiated by the Capacity Provider (i.e. by sending the required email) before 11:00 the day before the start date of the limitation and that the required information are filled in following the template made available on ELIA's website.

15.6.2 AMT Moment identification

878.913. This issue refers to the section 9.4.1.

879.914. ELIA publishes identified AMT Hours and AMT Moments on its website before 15:00 the day before the occurrence of the AMT Moments or no later than 18:00 in case a fallback procedure for the day-ahead market clearing applies. In case the publication of these AMT Hours and AMT Moments is impossible because of IT issue prior to 18:00 the day before the occurrence of AMT Moment, these are not applicable.

880.915. After every last Day-ahead Market gate closure time of the NEMOs composing the Day-ahead Market Price, ELIA verifies for every hour of the concerned day if the Day-ahead Market Price exceeds the AMT Price. In case ELIA is unable to determine the Day-ahead Market Price for any given segment, it is not identified as an AMT Hour.

881.916. In case a NEMO composing (part of) the Belgian Reference Price is decoupled from the Day-ahead Market (e.g. due to IT problems), this does not automatically lead to the triggering of an

AMT Hour. ELIA notifies the Capacity Providers via the CRM IT Interface or by e-mail after Day-ahead Market clearing according to the following procedure:

- ELIA acknowledges the decoupling of the market before 15:00 at the latest, along with AMT Hours and Moments identified by the resulting price information (as per section 9.4.1.2) via publication on their website.

  • Capacity Providers proceed as if these AMT Moments apply.

  • ELIA assesses the impact of the decoupling on the Day-ahead Market Price.

  • in case the impact is such that the price would exceed the AMT Price, ELIA continues to apply the identified AMT Hours and AMT Moments.

  • in case the impact is such that the market decoupling itself likely caused the price to rise above the AMT Price, ELIA notifies its publication on its website and notifies the Capacity Providers via the CRM IT Interface or by e-mail that the concerned hours are not considered as AMT Hour(s).

15.6.3 Declared Price and Associated Volume declaration

~~882.~~917. This issue refers to the section 9.4.2.1.

15.6.3.1 Declaration modalities

~~883.~~918. The Capacity Provider notifies (Partial) Declared Prices to ELIA for CMU(s) without Daily Schedule through declaration(s) via the CRM IT Interface.

~~884.~~919. In case the Capacity Provider is not able to **declare or update (Partial) Declared Price(s) and Associated Volume(s)** via the CRM IT Interface due to IT problem, he checks first that the CRM IT Interface is not under maintenance. If this is not the case and after trying again to declare or to update the information, the Capacity Provider is entitled to initiate the fallback procedure.

The fallback procedure consists in the following steps:

- the Capacity Provider contacts ELIA as soon as possible by e-mail mentioning:

  • the ID of the concerned CMU; and

  • the new (Partial) Declared Price(s) and Associated Volume(s), if any; and/or

  • the (Partial) Declared Price(s) and Associated Volume(s) he wants to modify and their new value, if any; and

  • the nature of the IT issue;

- ELIA comes back to the Capacity Provider within five Working Days starting from the Capacity Provider's e-mail reception date, saying that either:

  • the problem has been solved and the Capacity Provider may try again to declare or update (Partial) Declared Price(s) and Associated Volume(s) via the CRM IT Interface.

  • the problem cannot be solved in the short term, but the information mentioned in the e-mail has been taken into account for the concerned CMU.

885.920. If the Capacity Provider is not able to declare or update the value(s) of (the set of) Declared Day-ahead Price(s) before 9:00 the day before the occurrence of the AMT Hour due to this fallback procedure and the e-mail was sent to ELIA before that time, ELIA takes into account these prices for this AMT hours provided that the declaration/update information is compliant with section 9.4.2.

886.921. If the Capacity Provider is not able to declare or update the value(s) of (the set of) Declared Intraday or Balancing Price(s) at least two hours before the start of the AMT Hour due to this fallback procedure and the e-mail was sent to ELIA before that time, ELIA takes into account these prices for this AMT hours provided that the declaration/update information is compliant with section 9.4.2

15.6.3.2 Rejection or acceptance notification

887.922. In case of rejection, the Capacity Provider automatically receives a notification of rejection completed with a justification. In case of acceptance, the Capacity Provider automatically receives a notification of acceptance.

888.923. In case the Capacity Provider has not received the rejection or acceptance notification via the CRM IT Interface, he initiates the fallback procedure which consists in the following steps:

- the Capacity Provider informs ELIA by e-mail as soon as possible that the notification has not been received and mentions the following information:

  - the ID of the concerned CMU; and

  - the time and date of the declaration/update; and

  - the nature of the IT issue;

- ELIA comes back to the Capacity Provider within five Working Days starting from the Capacity Provider's e-mail reception date, giving the same information as would have been provided in the notification of rejection or acceptance.

15.6.4 Notification of the Availability Test

889.924. This issue refers to the section 9.5.1.2.

890.925. ELIA can verify whether a Capacity Provider has committed to the Availability Obligation for any of its CMU's through unannounced Availability Tests. ELIA instructs the Capacity Provider to perform an Availability Test via the CRM IT Interface at the latest before 15:00 the day before it is to take place.

891.926. In case ELIA is not able to notify the Availability Test via the CRM IT Interface due to an IT issue, the following fallback procedure is initiated:

- ELIA communicates to the Capacity Provider the following information. Such communication happens by e-mail no later than 15:00 the day before it takes place and is confirmed immediately per phone :

  - the ID of the concerned CMU; and

  - the start date and time of the test; and

- the end date and time of the test;

15.6.5 Submission of the delivery activity report

~~892.~~927. This issue refers to the section 9.6.3.

~~893.~~928. ELIA passes on to the Capacity Provider the delivery activity report for the 15th of month M+2 at the latest related to AMT Moments and Availability Tests having taken place during month M for which the Unavailability Penalties linked to this period are notified.

~~894.~~929. In case the Capacity Provider has not received its delivery activity report via the CRM IT Interface within the timeframe specified hereabove, he initiates the fallback procedure which consists in the following steps:

- the Capacity Provider informs ELIA by e-mail as soon as possible that the delivery activity report has not been received and mentions the following information:

  - the ID of the concerned CMU; and

  - the month of report; and

- ELIA immediately comes back to the Capacity Provider, giving the same information as would have been provided in the delivery activity report. Such email replaces the delivery activity report communicated to the Capacity Provider through the CRM IT Interface.

15.6.6 Notification of three successful deliveries

~~895.~~930. This issue refers to § 578.

~~896.~~931. From the moment the Capacity Provider receives the downwards revision, the CMU has to successfully provide its Obligated Capacity in accordance with the Contracted Capacity and SLA three consecutive times during an AMT Moment and/or Availability Tests to reinstate the Capacity Provider's original Capacity Remuneration. The Capacity Provider notifies ELIA via the CRM IT Interface after completing the third successful delivery.

~~897.~~932. In case the Capacity Provider is not able to **notify that he successfully completed three deliveries** via the CRM IT Interface due to IT problem, he checks first that the CRM IT Interface is not under maintenance. If this is not the case and after trying again to notify ELIA, the Capacity Provider initiates the fallback procedure.

The fallback procedure consists in the following steps:

- the Capacity Provider contacts ELIA as soon as possible by e-mail mentioning:

  - the ID of the concerned CMU; and

  - the start date and time of each concerning Availability Test and/or AMT Moment ; and

  - the nature of the IT issue.

- ELIA comes back to the Capacity Provider within five Working Days starting from his e-mail reception date, saying that either:

  - the problem has been solved and the Capacity Provider may try again to notify the three

successful deliveries.

- the problem cannot be solved in the short term, but the information mentioned in the e-mail has been taken into account for the concerned CMU.

The use of this fallback procedure does not impact the moment from which the initial remuneration is reestablished.

15.7 SECONDARY MARKET

15.7.1 Notification issuance of a Secondary Market transaction

~~898.~~933. This part refers to the section 10.5.1, where for any Secondary Market transaction the Buyer and Seller of an Obligation, or the Exchange, have first to notify ELIA via the CRM IT Interface.

~~899.~~934. In case the Prequalified CRM Candidates, Capacity Providers or the Exchange are not able **to issue the transaction** to ELIA via the CRM IT Interface due to IT problem, they check first that the CRM IT Interface is not under maintenance. If this is not the case and after trying again to issue the transaction, they are entitled to initiate the fallback procedure.

The fallback procedure consists in the following steps:

- the Prequalified CRM Candidates, Capacity Providers or the Exchange contacts ELIA by e-mail mentioning:

  - the CMU ID of the Seller of an Obligation; and

  - the CMU ID of the Buyer of an Obligation; and

  - the start date of the transaction; and

  - the end date of the transaction; and

  - the nature of the IT issue;

- ELIA comes back to the Prequalified CRM Candidates, Capacity Providers or the Exchange within maximum five Working Days starting from their e-mail's reception date, saying that either:

  - the problem has been solved and the Prequalified CRM Candidates, Capacity Providers or the Exchange may try again to issue the transaction via the CRM IT Interface.

  - the problem cannot be solved in the short term and the transaction form is sent by e-mail so that the Prequalified CRM Candidates, Capacity Providers or the Exchange can fill it in and return it back completed to ELIA also by e-mail (if applicable, including proof of a permissible type of Financial Security, in accordance with the requirements set in section 11.3).

- ELIA applies the extension of related deadline as specified in the § 868 above

~~900.~~935. In case of bilateral Secondary Market transaction, if the other party cannot confirm the transaction within five Working Days following the first notification due to the fallback procedure

and he has notified ELIA by e-mail within the time limit, ELIA considers the notification issuance of that transaction to be compliant (upon the condition that the other validity conditions are satisfied). The date of the first email sent by the Prequalified CRM Candidate or Capacity Provider to ELIA to initiate the fallback procedure above is then used to determine the Transaction date, including its ex-ante or ex-post character.

15.7.2 Acknowledgement of reception by ELIA

901.936. This part refers to the section 10.5.2.

902.937. After the notification issuance of the transaction, ELIA notifies the good reception with an acknowledgement of reception towards the counterparty(ies) issuing the notifications.

903.938. For bilateral Secondary Market transaction, the acknowledgement of reception is sent by ELIA to the Seller of an Obligation and the Buyer of an Obligation within a maximum of one Working Day after reception of both notifications.

904.939. For Secondary Market transaction notified by an Exchange, the acknowledgement of reception is sent by ELIA to the Exchange within one Working Day after reception of one notification.

905.940. If the Prequalified CRM Candidates, Capacity Providers or the Exchange have not received the notification via the CRM IT Interface within one Working Day, they initiate the fallback procedure which consists in the following steps:

- the Prequalified CRM Candidates, Capacity Providers or the Exchange inform ELIA by e-mail as soon as possible that the notification has not been received and mentions the following information:

  - the CMU ID of the Seller of an Obligation; and

  - the CMU ID of the Buyer of an Obligation; and

  - Secondary Market Transaction external ID; and

  - the date of the notification in case of transaction notified by an Exchange; or

  - the date of the notification in case of bilateral transaction;

- ELIA comes back to the Prequalified CRM Candidates, Capacity Providers or the Exchange within two Working Days starting from the e-mail reception date, giving the acknowledgement of reception.

15.7.3 Approval or rejection of a Secondary Market transaction by ELIA

906.941. This issue refers to § 676.

907.942. As a final step of the Secondary Market process, a notification providing the results linked to a Secondary Market transaction – i.e. whether the Secondary Market transaction is compliant or not – is provided by ELIA to the Buyer and Seller of an Obligation or to the Exchange, within five Working Days from the acknowledgement of reception by ELIA.

908.943. In case the Prequalified CRM Candidates, Capacity Providers or the Exchange have not received the notification within five Working Days, they initiate the fallback procedure which consists in the following steps:

- the Prequalified CRM Candidates, Capacity Providers or the Exchange informs ELIA by e-mail as soon as possible that the notification has not been received and mentions the following information:

  - the CMU ID of the Seller of an Obligation; and

  - the CMU ID of the Buyer of an Obligation; and

  - Secondary Market transaction external ID; and

  - the date of the acknowledgment of reception of the transaction;

- ELIA comes back to Prequalified CRM Candidates, Capacity Providers or the Exchange within five Working Days starting from the e-mail reception date, giving the same information as would have been provided in the notification of approval or rejection.

15.8 FINANCIAL SECURITIES

15.8.1 Submission of Financial Security

909.944. This part refers to the Financial Security obligation as per chapter 11:

- for a Transaction on the Primary Market, the submission of Financial Security is a condition to successfully prequalify, so the fallback procedure is incorporated in section 15.3.

- for a transaction on the Secondary Market, the submission of Financial Security is a condition to obtain ELIA's approval for a notified transaction on the Secondary Market, so the fallback procedure is incorporated in section 15.7.

910.945. In some cases, the CRM Actor needs to submit a Financial Security via the CRM IT Interface at another moment, such as (but not limited to):

- a new Financial Security is to be provided following a downgrade event for bank guarantees or affiliate guarantees (as per § 1).

- an additional Financial Security is to be provided for an Existing CMU after notification of the final Nominal Reference Power (as per § 696).

- an additional Financial Security is to be provided for an Existing CMU after signing of the Capacity Contract (as per § 703).

- the CRM Actor choses to substitute one form of Financial Security for another (as per § 712).

911.946. In case the CRM Actor is not able **to submit the Financial Security** to ELIA via the CRM IT Interface due to an IT problem, he checks first that the CRM IT Interface is not under maintenance. If this is not the case and after trying again to submit the Financial Security, he initiates the fallback procedure.

The fallback procedure consists in the following steps:

- the CRM Actor contacts ELIA by e-mail mentioning:

  • the ID of the concerned CMU; and

  • the date by which he needs to submit a Financial Security; and

  • the amount of the Financial Security he needs to submit; and

  • the expiry date of the Financial Security he needs to submit; and

  • the type of Financial Security he wants to submit; and

  • the nature of the IT issue.

- ELIA comes back to the CRM Actor within maximum five Working Days starting from the CRM Actor's e-mail, saying that either:

  • the problem has been solved and the CRM Actor may try again to submit the Financial Security via the CRM IT Interface.

  • the problem cannot be solved in the short term, so the CRM Actors submits the Financial Security by email.

15.8.2 Downgrade event notification

912.947. The CRM Actor ensures that the minimum rating requirement is respected until the expiry date of the guarantee. In case the CRM Actor becomes aware that the financial institution or Affiliate issuing the guarantee lost the minimum required rating (a 'downgrade event'), then it notifies ELIA in writing via the CRM IT Interface as soon as it becomes so aware and at the latest two months after the Downgrade Event.

913.948. In case the CRM Actor is not able to **notify ELIA of the downgrade event** via the CRM IT Interface due to an IT problem, he initiates the following fallback procedure:

- the (Prequalified) CRM Candidate or Capacity Provider contacts ELIA as soon as possible by e-mail mentioning:

  • the ID of the concerned CMU; and

  • the date of the 'downgrade event'; and

  • the name of the financial institution or Affiliate ; and

  • the old and the new rating of the financial institution or Affiliate ; and

  • the nature of the IT issue;

- ELIA comes back to the (Prequalified) CRM Candidate or Capacity Provider within maximum five Working Days starting from the e-mail reception, saying that either:

  • the problem has been solved and the Capacity Provider may try again to notify the downgrade event via the CRM IT Interface.

  • the problem cannot be solved in the short term, but the information mentioned in the e-mail about the downgrade event has been taken into account.

914.949. In the event this fallback procedure is initiated, the (Prequalified) CRM Candidate or Capacity Provider submits to ELIA a new Financial Security within a period of thirty Working Days from the moment he returns the information mentioned above or he notifies it via the CRM IT Interface. In case the CRM IT Interface is unavailable to submit the new Financial Security, the fallback procedure in section 15.8.1 above applies.

15.8.3 Release of Financial Security

915.950. Within twenty Working Days following the reduction of the Secured Amount of a CMU, ELIA notifies the CRM Actor and, where applicable, the financial or Affiliate if (part of) the Secured Amount is released. The notification to the CRM Actor is provided via the CRM IT Interface.

916.951. In case the CRM Actor has not received the notification via the CRM IT Interface within the twenty Working Days and the corresponding amount of the Secured Amount was not released, he initiates the fallback procedure which consists in the following steps:

- the CRM Actor informs as soon as possible ELIA by e-mail with the following information:

  - the ID of the concerned CMU; and

  - the value in € of the Secured Amount that needs to be released; and

  - the date of the Secured Amount decrease; and

  - the name of the financial or corporate institution that issued the bank guarantee (if applicable);

- ELIA comes back to the Capacity Provider within maximum five Working Days starting from the e-mail reception, saying that either:

  - the conditions of release are met and ELIA does its best effort to release the Secured Amount as soon as possible.

  - the conditions of release are not met and ELIA explains the reasons why the Secured Amount is not released.

16 TRANSPARENCY AND MOTIVATION

16.1 INTRODUCTION

This section of the Functioning Rules includes the rules to ensure the transparency of the Capacity Remuneration Mechanism.

This chapter is structured around five sections.

Section 16.2 establishes the general principles on Transparency and Motivation.

Section ~~917~~16.3 describes the prequalification results that are published in order to enable transactions on the Secondary Market.

Section 16.4 explains the information that ELIA publishes related to the Opt-out Volumes, dummy Bids and Auction results, distinguishing between information for the submitted Bids and information for selected Bids.

Section 16.5 specifies the information that is included in the pre-delivery activity reports.

Finally, section 16.6 details the information provided in the reports published before the start of a Delivery Period.

16.2 GENERAL ~~PRINCIPLE~~PRINCIPLES

~~917.~~952. ELIA ensures at all times compliance with the transparency obligation, specifically for the purpose of giving CRM Actors the information necessary for performing their obligations, ensuring the correct operation of the market and exchanges, and facilitating CREG supervision in connection with the CRM.

~~918.~~953. In connection with the transparency obligation as defined below, ELIA publishes all relevant CRM-related information, except when such publication is prohibited by law or is likely to negatively impact the correct operation of the CRM. Without prejudice to information which must be divulged in accordance with the sections below, when ELIA deems that information must not be published, it will inform CREG of the reasons for said decision. If CREG deems that these reasons are not justified or that balancing out the interests at hand justifies such publication, it can require that ELIA publish the information in question.

~~919.~~954. The provisions set out in the sections below determine the information which ELIA must at a minimum publish in connection with the CRM. Such information may be further specified in connection with the adoption of a subsequent version of the Functioning Rules. The transparency obligations pertaining to the secondary market and the availability of capacity will be stipulated, at the latest, within the framework of the establishment of the Functioning Rules following the first Auction.

~~920.~~955. In connection with the processing of each stage of an Actor's involvement in the CRM implying a decision by ELIA, ELIA shall ensure full compliance with the obligation to provide reasons in respect of said Actor. To that end, ELIA will send to the CRM Actor in question, in a timely fashion,

the *de facto* and/or *de jure* reasons on which its decision is based. In addition, ELIA send CREG the necessary information, in an intelligible format, in order to enable it to take a decision on the validity of the Auction.

16.3 PREQUALIFICATION RESULTS

~~921.~~956. ELIA publishes a list of Prequalified CMUs on its website including the following information:

- name of the CMU;

- contact details as provided by the Prequalified CRM Candidate via the application form during the Prequalification Process (according to § 69);

At the latest ten calendar days after the end of each quarter ELIA updates the list of Prequalified CMUs by adding new Prequalified CMUs and removing CMUs whose prequalification is not valid anymore or for which the CRM Actor has requested to archive the CMU (according to section 5.6).

16.4 AUCTION REPORT

~~922.~~957. For each conducted Auction, and pursuant to CREG's Auction result validation decision, ELIA publishes an Auction report on its website by October 31 at the latest. The Auction report includes, at the very least, the information described in the sections below.

16.4.1 Opt-out Volumes

~~923.~~958. For every Y-4 Auction, the Auction report includes the following aggregated information:

- the total Opt-out Volume contributing to adequacy (category "IN") (derated[39]) is included in the Auction report and is calculated in accordance with section 5.4.2.2.1.

- the total Opt-out Volume not contributing to adequacy (category "OUT") (derated[40]) is included in the Auction report and is calculated in accordance with section 5.4.2.2.1 and split over:

  • the total Opt-out Volume associated with a definitive closure or a definitive structural reduction of capacity notification in accordance with article 4bis of the Electricity Act;

  • the total Opt-out Volume associated with additional ~~generation~~production capacity as part of a "full opt-out", for which no Connection Contract was signed with ELIA or the DSO, as applicable, or for which, based on the information available in the Connection Contract signed with ELIA or with the DSO, as applicable, it appears that the capacity will not be available by the start of the Delivery Period to which the Opt-out Notification relates;

  • the total Opt-out Volume associated with a "full opt-out" of New Build CMUs;

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[39] Based on the Derating Factors provided by the CRM Candidate as part of the Prequalifcation File submission.
[40] Based on the Derating Factors provided by the CRM Candidate as part of the Prequalifcation File submission.

- the total Opt-out Volume associated with a "partial opt-out" of CMUs with an SLA category;

- the total Opt-out Volume associated with a "partial opt-out" of Energy Constrained CMUs with Daily Schedule;

- the total Opt-out Volume associated with the non-firm capacity as part of a connection with flexible access, referred to in article 170 of the Federal Grid Code.

924.959. For every Y-1 Auction, the Auction report includes the following information on the Opt-out Volumes:

- the total Opt-out Volume contributing to adequacy (category "IN") (derated) is included in the Auction report and is calculated in accordance with section 5.4.2.2.2.

- the total Opt-out Volume not contributing to adequacy (category "OUT") (derated) is included in the Auction report and is calculated in accordance with section 5.4.2.2.2 and split over:

  - the total Opt-out Volume associated with a definitive closure or definitive structural reduction of capacity notification in accordance with article 4bis of the Electricity Act;

  - the total Opt-out Volume associated with a temporary closure or temporary structural reduction of capacity notification in accordance with article 4bis of the Electricity Act;

  - the total Opt-out Volume associated with additional ~~generation~~production capacity as part of a "full opt-out", for which no Connection Contract was signed with ELIA or the DSO, as applicable, or for which, based on the information available in the Connection Contract signed with ELIA or with the DSO, as applicable, it appears that the capacity will not be available by the start of the Delivery Period to which the Opt-out Notification relates;

  - the total Opt-out Volume associated with a "full opt-out" of New Build CMUs;

  - the total Opt-out Volume associated with a "partial opt-out" of CMUs with an SLA category;

  - the total Opt-out Volume associated with a "partial opt-out" of Energy Constrained CMUs with Daily Schedule;

  - ~~the total Opt-out Volume associated with a definitive closure or definitive structural reduction of capacity notification in accordance with article 4bis of the Electricity Act;~~

  - ~~the total Opt-out Volume associated with a temporary closure or temporary structural reduction of capacity notification in accordance with article 4bis of the Electricity Act;~~

  - the total Opt-out Volume which is indicated as not contributing to adequacy during the Delivery Period to which the Opt-out Notification relates, provided that a motivational letter to support this indication is provided by the CRM Actor as part of its Opt-out Notification.

16.4.2 Dummy bids

925.960. ELIA publishes the details of corrections made to the demand curve. These include detailed information received during the prequalification process (which was not yet known during the demand curve calibration), and on the basis of which ELIA corrects the volume to be ~~provided~~procured during the Auction.

16.4.3 Results of the Auction

926.961. The Auction report includes specific information on the selected Bids in connection with the Auction. This information pertains, at the very least, to the maximum volume offered by each CMU as well as the volume of the selected bid, the particulars of the CMU (with the type(s) of technology and status) and of the Prequalified CRM Candidate whose bid was selected, link(s) between the bids ("Linked Bids"), if any, and the duration of the Capacity Contract.

927.962. In addition, the Auction Report contains the aggregated data set out in sections 16.4.3.1 and 16.4.3.2.

16.4.3.1 Submitted Bids

16.4.3.1.1 Bid information

928.963. The report contains aggregated information on the valid Bids that have been submitted in the Auction. As shown in annex ~~18.5.2~~18.5.2 the following information is provided:

- bid volume weighted average price of Bids, split into Bids that are subject to the Intermediate Price Cap and Bids that are not subject to the Intermediate Price Cap;

- average capacity volume of all Bids;

- total number of submitted Bids;

- total number of submitted CMUs;

- total number of unique CRM Candidates that have participated in the Auction.

In addition, information is provided on the share of mutually exclusive Bids:

- number of mutually exclusive Bids (in % of total number of submitted Bids);

- total volume of mutually exclusive Bids together with the maximum volume of mutually exclusive Bids that can be selected in the Auction.

16.4.3.1.2 Capacity volume information

929.964. As shown in annex ~~18.5.2~~18.5.2, the offered capacity volumes (expressed in MW) are separately aggregated by:

- Capacity Contract Duration (from minimum one year to maximum fifteen years); Within the category of capacity volumes with a Capacity Contract Duration of one year, difference is made between capacities subject to the Intermediate Price Cap or not;

- CMU status (Existing CMU, Additional CMU (excluding New Build CMUs), New Build CMU or Virtual CMU);

- technology classes, in line with the Derating Factor categories determined in the Royal Decree on Methodology;

- TSO-connected vs. DSO-connected vs. Unproven Capacity.

16.4.3.2 Selected Bids

16.4.3.2.1 Bid information

~~930.~~965. The report contains aggregated information on the Bids that have been selected in the Auction. As shown in annex ~~18.5.3~~18.5.3, the following information is provided:

~~931.~~966. Bid volume weighted average price of Bids, split into Bids that are subject to the Intermediate Price Cap and Bids that are not subject to the Intermediate Price Cap;

- average capacity volume of all selected Bids;

- total number of selected Bids;

- total number of selected CMUs;

- total number of unique CRM Candidates that have been selected in the Auction.

16.4.3.2.2 Auction price information

~~932.~~967. In view of a pay-as-bid pricing rule the report contains information on the highest selected Bid Price.

16.4.3.2.3 Capacity volume information

~~933.~~968. As shown by annex ~~18.5.3~~18.5.3.3, the offered capacity volumes (expressed in MW) are separately aggregated by:

- Capacity Contract Duration (from minimum one year to maximum fifteen years); Within the category of capacity volumes with a Capacity Contract Duration of one year, difference is made between capacities subject to the Intermediate Price Cap or not.

- CMU status (Existing CMU, Additional CMU (excluding New Build CMUs), New Build CMU or Virtual CMU);

- technology classes, in line with the Derating Factor categories determined in the Royal Decree on Methodology;

- TSO-connected vs. DSO-connected vs. Unproven Capacity.

16.5 PRE-DELIVERY ACTIVITY REPORT

~~934.~~969. No later than March 31 of every calendar year and starting on March 31 2023, ELIA publishes on its website a pre-delivery activity report for every Delivery Period covered by the pre-delivery controls during the past year.

~~935.~~970. As shown by annex ~~18.5.4~~18.5.4, the pre-delivery activity report contains the following information presented for every forthcoming Delivery Period separately:

~~936.~~971. For Existing CMUs:

- Contracted Capacities of Transactions with a Transaction Period covering the respective Delivery Period, aggregated over the CMUs with an 'existing' status;

- Missing Volumes identified during the pre-delivery controls during the past year, aggregated over the CMUs with an 'existing' status.

937.972. For Additional CMUs:

- Contracted Capacities of Transactions with a Transaction Period covering the respective Delivery Period, aggregated over the CMUs with an 'additional' status;

- Missing Volumes identified during the pre-delivery controls during the past year and before the volume determination for the Y-1 Auction, aggregated over the CMUs with an 'additional' status;

- Missing Volumes identified during the pre-delivery controls during the past year and after the volume determination for the Y-1 Auction, aggregated over the CMUs with an 'additonal' status.

938.973. For Virtual CMUs:

- Contracted Capacities of Transactions with a Transaction Period covering the respective Delivery Period, aggregated over the Virtual CMUs.

- Missing Volumes identified during the pre-delivery controls during the past year and before the volume determination for the Y-1 Auction, aggregated over the Virtual CMUs;

- Missing Volumes identified during the pre-delivery controls during the past year and after the volume determination for the Y-1 Auction, aggregated over the Virtual CMUs.

16.6 YEARLY REPORT BEFORE THE START OF THE DELIVERY PERIOD

939.974. Next to the publication of the results of the Auction, ELIA publishes on its website, no later than three months before the start of the Delivery Period, a yearly report containing information on the upcoming Delivery Period. As shown by annex 18.5.5, this yearly report includes, among others, the following elements:

- Contracted Capacities, aggregated over the CMUs, awarded in the Y-4 and Y-1 Auctions for the Delivery Period.

- Contracted Capacities, aggregated over the CMUs, awarded during earlier Auctions related to previous Delivery Periods, for which the Transaction Period covers the Delivery Period covered by the report (together with the weighted-average Strike Price).

- the Calibrated Strike Price applicable to the Y-4 Auction for that Delivery Period.

- the Calibrated Strike Price applicable to the Y-1 Auction for that Delivery Period.

- the calibrated AMT Price for that Delivery Period.

17 DIRECT AND INDIRECT FOREIGN CAPACITY PARTICIPATION

17.1 INTRODUCTION

Following article 26 (1) of Regulation (EU) 2019/943 a capacity mechanism should be open for cross-border participation. Also, following article 26 (11) of Regulation (EU) 2019/943, the participation complies with the methodologies provided in ACER Decision 36-2020.

The Electricity Act distinguishes the participation by a Direct Foreign Capacity and by an Indirect Foreign Capacity. Pursuant to the definitions as defined in article 2, 86° of the Electricity Act, the participation of the Direct Foreign Capacity is foreseen in the CRM and is considered as a domestic capacity and not as cross-border participation as per art 26 of the Regulation (EU) 2019/943. In accordance with the definition as defined in the article 2, 85° of the Electricity Act, the participation of the Indirect Foreign Capacity is foreseen in the CRM.

The Electricity Act further stipulates in article 7undecies §8 that the conditions for the Indirect Foreign Capacities participation in the CRM Prequalification Process are to be specified in a Royal Decree. Furthermore it is stated that it is to be foreseen that those conditions are to be determined as from the first Delivery Period.

The Royal Decree on the on the eligibility conditions for indirect foreign capacity defines the principles, conditions and modalities applicable to the Eligible Direct Foreign Capacity Holder and Eligible Indirect Foreign Capacity Holder for their participation in the Belgian CRM Prequalification Process and refers for several aspects to the CRM Functioning Rules for the exact details on the modalities.

While the Functioning Rules should foresee further details on a number of aspects to ensure the participation of Direct Foreign Capacity and Indirect Foreign Capacity for the first Delivery Period, it is to be noted that for the participation of Indirect Foreign Capacity this will be done progressively in the following versions of the Functioning Rules prior the first Delivery Period. The need to engage in a close collaboration with entities in neighbouring EU Member States, in particular the TSOs, and the need to conclude on a TSO-TSO agreement as also foreseen by the Royal Decree on the eligibility conditions for indirect foreign capacity and ACER Decision 36-2020 do not allow to already provide a full set of rules in this version of the Functioning Rules for participation in the first Y-4 Auction for the first Delivery Period starting in November 2025. Also, as the development may proceed differently for each concerned border with neighbouring Member State, a phased approach cannot be excluded.

Nevertheless, in order to provide any Capacity Holder with a sufficient degree of information related to the participation of Indirect Foreign Capacity in the first Delivery Period, this chapter already puts forward the high-level aspects to be arranged in further detail in future versions of the Functioning Rules related to the participation of Indirect Foreign Capacity.

The participation of Direct Foreign Capacity is enabled by the current version of the Functioning Rules as from the first Y-4 Auction for the Delivery Period starting in November 2025.

17.2 DIRECT FOREIGN CAPACITY PARTICIPATION

940.975. Given the definition of Direct Foreign Capacity in article 2, 86° of the Electricity Act, this capacity is considered on the same terms as domestic capacity, and the Eligible Direct Foreign Capacity Holders are allowed to participate in the Belgian CRM at the same conditions as the Belgian Capacity Holders, while taking into account the additional specific conditions and modalities mentioned in article 7undecies §8 of the Electricity Act and any other legal requirement applicable on them.

941.976. This means that as a general rule, unless specifically stated otherwise in the Functioning Rules, that the same rules apply to Direct Foreign Capacity and their Capacity Holders as for any other (domestic) Capacity and Capacity Holder.

942.977. Nevertheless, several aspects related to the Prequalification Process of the Direct Foreing Capacity participation of the Eligible Direct Foreign Capacity Holder are specified in section 5.2.3.1.1.

943.978. The pre-delivery process as foreseen in chapter 8 is impacted by the here above elements of the Prequalification Process.

944.979. Any dispute with respect to the participation of the Eligible Direct Foreign Capacity Holder to the CRM will be ruled according to chapter 14.

17.3 INDIRECT FOREIGN CAPACITY PARTICIPATION

945.980. This section describes the general aspects applicable to the Eligible Indirect Foreign Capacity Holder for their participation in the Belgian CRM Prequalification Process.

946.981. The Eligible Indirect Foreign Capacity Holder participation in the Prequalification Process is facultative.

947.982. The Eligible Indirect Foreign Capacities Holders are allowed to participate in the Belgian CRM at the same conditions as the Belgian Capacity Holders with additional specific conditions and modalities mentioned in article 2 of the Royal Decree *on the eligibility conditions for indirect foreign capacity* , which will be developed later in the relevant CRM Functioning Rules chapters.

948.983. Pursuant to the art. 2 § 1, § 2 and art. 4 of the Royal Decree *on the eligibility conditions for indirect foreign capacity* , the Eligible Indirect Foreign Capacity Holders participation of an Adjacent Member State in the Belgian CRM is decided by the Authorities and facilitated by agreements between ELIA and the Adjacent TSOs of the Adjacent Member State. Since none of them currently exist or shall exist prior the adoption of the Functioning Rules, it implies a phasing over time of the implementation for each of the borders.

949.984. Pursuant to art. 2, § 1, of the Royal Decree *on the eligibility conditions for indirect foreign capacity*, the participation of the Eligible Indirect Foreign Capacity Holders of a border takes into account the modalities of the TSO-TSO agreement. The Functioning Rules shall refer explicitly to the TSO-TSO agreement requiring an update of the Functioning Rules to incorporate those elements in the impacted chapters which shall thus be elaborated and detailed further, once Indirect Foreign Capacity participation is possible (conform article 2 §2 of theRoyal Decree *on*

the eligibility conditions for indirect foreign capacity) and at the latest prior to the last Auction targeting the first Delivery Period.

The impacted aspects governed by the Functioning Rules include mainly:

- in the chapter ~~6~~6: the addition of specific rules for the organisation of the Pre-Auction for a border on which the Indirect Foreign Capacity participation is enabled in order to allow to the Eligible Indirect Foreign Capacity Holder to participate to the Prequalification Process of the Belgian CRM as well as the taking into account of the Bids from Indirect Foreign Capacity participation in the Auction. In any case, in the Pre-auction bidding, the Eligible Indirect Foreign Capacity Holders are subject to the same price, volume and contract duration limits and constraints as any Belgian Prequalified CRM Candidates in the Auction bidding. The maximum number of winning Bids from Indirect Foreign Capacity for a border is limited by the maximum entry capacity for that border.

- in the chapter 5: the addition of specific rules per border in accordance with the TSO-TSO agreements with (each of) the Adjacent TSO(s) of the Adjacent Member State including the organisation of the process prior the Pre-auction to determine the Eligible Indirect Foreign Capacity Holders and the facilitation of the further Prequalification Process taking place after the Pre-Auction;

Any dispute with respect to the participation of the Eligible Indirect Foreign Capacity Holder to the CRM will be ruled according to chapter 14. Any other chapter may undergo light changes to ensure full clarity of the rules applicable in each case in line with the overall framework for cross-border participation, including the specific TSO-TSO agreements.

18 ANNEXES

18.1 ANNEX A: PREQUALIFICATION PROCESSES

18.1.1 ANNEX A.1: METERING REQUIREMENTS

All Existing Delivery Points prequalifying through the Standard and Specific Prequalification Processes (TSO, DSO and CDS--connected Delivery Point) shall have one or several meter(s) installed that meets the following minimum requirements.

18.1.1.1 General metering requirements

~~These~~ Regardless of the Delivery ~~Points disposes of~~Point, the meter must be an AMR (Automatic Meter Reader) that ~~provides~~measures quarter-hourly ~~metering and measures~~ values of active power in both directions (injection or offtake ~~of~~) at the concerned ~~Grid User. On the ELIA Grid, compensated value~~Delivery Point. However, it is recommended that the meter is also able to measure reactive power, to align with the metering requirements for ~~the quarter hour is used.~~ other products operated by ELIA, such as the ancillary services.

18.1.1.2 Specific metering requirements

~~The following specific requirements shall be respected by each Delivery Point according to the type of Delivery Point:~~

18.1.1.2.1 TSO-connected Delivery ~~Point~~Points:

In case of headmetering, the meter ~~is~~must be a Headmeter listed in ~~annex~~the Annex 4 of the Connection Contract concluded between the Grid User and ELIA~~.~~, and used for the invoicing of access to the ELIA Grid.

In case of ~~the~~ submetering, the ~~Submeter shall comply with the metering~~specific requirements are described in the document "General technical requirements ~~specified in the annex 18.1.2.~~for submetering" available on the ELIA website[41]

In case a Delivery Point ~~— for which ELIA receives~~not subject to Daily ~~Schedules —~~Schedule is situated ~~downstream~~upstream of a Delivery Point ~~— for which ELIA does not receive~~ subject to Daily ~~Schedules — the metering data to be considered cannot include~~Schedule, the metering data of the Delivery Point ~~— for which ELIA receives~~not subject to Daily ~~Schedules. In~~Schedule can not include the metering data from the Delivery Point subject to Daily Schedule. As a consequence, for the Delivery Point not subject to Daily Schedule, two options ~~can be considered:~~are available

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[41] https://www.elia.be/en/electricity-market-and-system/system-services/technical-documentation-concerning-the-provision-of-ancillary-services

:

- If in the ~~use~~context of ~~a Submeter;~~

  - ~~1. the application of~~ another ancillary service, an equation based on Headmeter and~~/or~~ Submeter(s~~).~~) is used for providing the metering data : the exact same equation can be used for providing the metering data in the context of the CRM

  2. In all other cases : a Submeter must be installed

18.1.1.2.2 DSO-connected Delivery ~~Point~~Points:

- For both headmetering and submetering, the CRM Candidate should refer to DSO-CRM Candidate Agreement~~;~~

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

18.1.1.2.3 CDS-connected Delivery ~~Point~~Points:

~~The CDSO shall use the metering facilities (already) associated with Delivery Points within a CDS in relation to their invoicing obligations regarding their CDS Access Points;~~

~~The~~When the meters associated to Delivery Points are already used for the invoicing obligations in relation to a CDS Market Access Point, these meters are also considered valid for the obligations in the context of the CRM. In all other cases, the metering installations (meter, current transformer, voltage transformer) must comply with the technology and accuracy classes as described in the "General technical requirements for submetering" document available on the ELIA website[42].

In all cases, the metering data shall be validated by the CDSO and communicated:

- to ELIA in case of TSO-connected CDS (as set in the CDSO cooperation agreement detailed in annex 18.1.9~~);~~). Further specifications can be found in the "Metering data exchanges for CDS Operators" document available on the ELIA website[43] or;

  - to the relevant DSO in case of a DSO-connected CDS~~.~~

~~18.1.2 ANNEX A.2: GENERAL TECHNICAL REQUIREMENTS OF THE SUBMETERING SOLUTIONS~~

- All Existing Delivery Points prequalifying through the Standard (as agreed between the CDSO and Specific Prequalification Processes (TSO, the corresponding DSO and CDS in accordance with the data requirements for the operation of the CRM).

For a TSO-connected Delivery Point) shall have one or several meter(s) installed that meets the following minimum requirements.

The following solutions are possible:

- Option 1: The use of a meter (ELIA standard) that communicates directly the quarter-hourly values of active power to the ELIA CDS, any metering data management system (TIC) through a communication protocol accepted by ELIA.

- Option 2: The use related to a Delivery Point downstream of a datalogger (ELIA standard) that collects CDS Market Access Point must be provided with the metering pulses of a private meter and communicates the quarter-hourly values of active power to the ELIA metering data management system (TIC) through a communication protocol known by ELIA.

- Option 3: The use of a GSM modem that communicates directly the quarter-hourly values of active power data coming from a private meter to the ELIA metering data management system (TIC) through a communication protocol known by ELIA.

- Option 4: The use of a private database that communicates directly the quarter-hourly values of active power coming from a private meter to the ELIA metering data management system (TIC).

Schematic view:
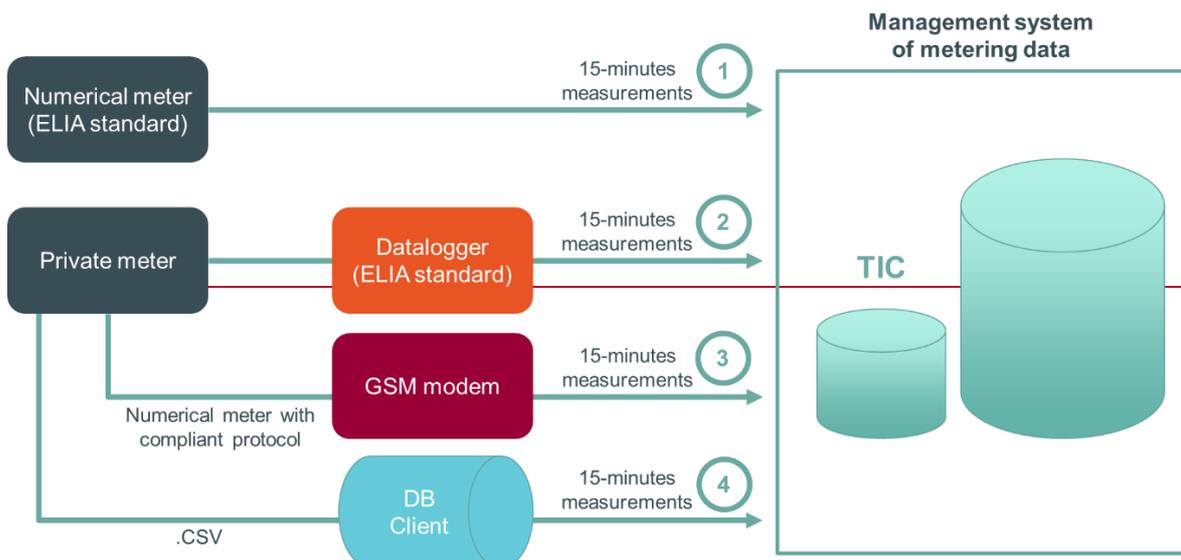
These solutions apply exclusively to Delivery Points within the electrical facilities of a Grid User (options 1, 2, 3) or a CDS Operator connected to the ELIA Grid (options 1, 2, 3, 4).

18.1.2.1 Minimum requirements met by the metering system

18.1.2.1.1 Common technical requirements applying to new[44] metering installations

Options 1, 2, 3 and 4:

- the accuracy class of the measurement core of current transformers (CT) corresponds ideally to 0.2S (according to EN-IEC 60044-1) and meets at least the requirements specified in the Technical Regulations for Distribution network in force.

- the accuracy class of the measurement core of voltage transformers (VT) corresponds ideally to 0.2 (according to EN-IEC 60044-2) and meets at least the requirements specified in the Technical Regulations for Distribution network in force.

Options 2, 3 and 4:

- the accuracy class of the meter for active energy corresponds ideally to 0.2S (according to EN-IEC 62053-22) and meets at least the requirements specified in the Technical Regulations for Distribution network in force.

18.1.2.1.2 Common technical requirements applying to all metering installations

- any cable connecting the current or voltage transformers to a meter must be as short as possible. The section of the connection wires between the meter and the current transformer is ideally minimum 4 mm². The section of the connection wires between the meter and the voltage transformer is ideally minimum 10 mm².

- the connection wires to current and voltage transformers may not be located in Headmeter(s) of the same cable. CDS Market Access Point.

- an earthing terminal is available near the installation.

- the signal level for GSM must be sufficient to enable a communication with the ELIA management system of metering data (TIC).

- the following communication protocols are allowed: SCTM and EDMI.

18.1.2.1.3 Specific technical requirements

Depending on the chosen option, specific technical requirement may apply as well. In addition to those described below, it is requested to refer to the ELIA website[45] where – among other things – detailed metering manuals can be found and are to be respected (including metering manual specific for CDS Operator).

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[44] Installed after 15/03/2015
[45] https://www.elia.be/fr/customers/customer-tools-and-extranet/metering

Option 1 : ELIA submeter

- a system of two or three current / voltage transformers is allowed (method 2 or 3 power meters).

- the current and voltage signals are available on a dedicated terminal.

- the space for the installation of an ELIA Submeter is: L600 mm x H800 mm (indicative values).

  Note: on request, the metering pulses are made available to the grid user.

- the antenna of the synchronization clock must be installed at a place ensuring good reception of the synchronization signal.

- a power off of the electrical load downstream the meter to be installed is required for the installation and commissioning of the equipment.

Option 2 : Datalogger (ELIA standard) and private meter

- the metering pulses for active energy are made available on a dedicated terminal (the impulse contacts are potential free).

- the weight of the metering pulses is known (and programmable). If necessary, it will be adapted by ELIA to ensure a maximum accuracy. Maximum pulse frequency: 4 Hz.

- the space for the installation of a datalogger is: L400 mm x H800 mm (indicative values).

- if a private datalogger is used, it must be equipped with an external synchronization clock with accuracy better than 20 ms. Synchronization is necessary every 1/4h (top 15 min) or once daily provided that the accuracy of the data logger's internal clock is better than 1 s (maximal daily deviation).

- a power off is not necessary for the installation and commissioning of the equipment.

Option 3 : Private meter and GSM modem

- the technology of the meter is numeric.

- the autonomy of the memory of the meter is ideally greater than thirty days.

- a specific communication port is available for connecting the GSM modem.

- the weight of the metering pulses is known (and programmable). If necessary, it will be adapted by ELIA to ensure a maximum accuracy. Maximum pulse frequency: 4 Hz.

- the space for the installation of the GSM cubicle is: L400 mm x H400 mm (indicative values).

- an external synchronization signal for the numeric meter is required. Synchronization is necessary each 1/4h (top 15 min) and the clock has an accuracy better than 20 ms (maximum admissible deviation per 1/4h). In case of disappearance of the external

synchronization, the internal clock of the numeric meters may not have a deviation greater than 1 s (per day).

a power off is not necessary for the installation and commissioning of the equipment.

18.1.3 ANNEX A.3: APPLICATION FORM FOR LEGAL PERSON

Company details

Company Name	
Legal status	
Address - Head Office	
Belgian Address	
Telephone	
Fax	
Registration Number (VAT)	
Business Number	
Energy Identification Code (EIC)	

Bank details for the payment of invoices[46]

Company Name	
E-mail address[47]	
Bank Name	
Street	
Postal code	
City	
Country	
IBAN	
SWIFT / BIC	
Currency (ordering & invoicing)	

Contact details

Language[48]	
Civil status[49]	

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[46] The contact persons shall provide a company name and an address if the company and the address where they want to receive their mail for the invoice are not the same as the information provided in section "Company details".
[47] By filling in the e-mail address for electronic invoicing, the Capacity Holder gives his agreement to send any invoice or credit note relating to the Capacity Contract(s) by e-mail. This e-mail address is a generic address and may not be used in any other context than electronic invoicing.
[48] Preferred language for the communication (French, English or Dutch)
[49] Civil status of the person (Mrs. or Mr.)

First Name	
Last Name	
Function	
Telephone	
Mobile	
E-mail	

ELIA will ask for the contact details for the following matters (Please notice that for an application form to be approved, the Capacity Holder needs to select the matters indicated with a star for at least one of the provided contact person):

- for the Prequalification Process (it includes an access to the prequalification module and the reception of all related notifications)*;

- for the Auction process (it includes an access to the auction module and the reception of all related notifications)*;

- for Contractual relations*;

- in case of emergency (24h/24h)*;

- for Counting and metering;

- for the settlement*;

- for the investment file related matter (in case of submission to CREG);

- for each publication on ELIA website*.

18.1.4 ANNEX A.4: APPLICATION FORM FOR NATURAL PERSON

Personal details

Language[50]	
Civil status[51]	
First Name	
Last Name	
Address of domicile	
Telephone	
Mobile	
E-mail address	

Bank details for the payment of invoices[52]

E-mail address[53]	
Bank Name	
Street	
Postal code	
City	
Country	
IBAN	
SWIFT / BIC	
Currency (ordering & invoicing)	

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[50] Preferred language for the communication (French, English or Dutch)

[51] Civil status of the person (Mrs. or Mr.)

[52] The contact person shall provide an address if the address where he wants to receive his mail for the invoice is not the same as the one provided in section "Personal details".

[53] By filling in the e-mail address for electronic invoicing, the natural person gives his agreement to send any invoice or credit note relating to the Capacity Contract(s) by e-mail. This e-mail address must be a generic address and may not be used in any other context than electronic invoicing.

~~18.1.5~~18.1.2 ~~ANNEX A.5~~2: GRID USER/ CDS USER DECLARATION

In the event the CRM Actor differs from the Grid User or the CDS User (for CDS-connected Delivery Points) differs from the CRM Actor, the CRM Actor submits to ELIA a copy of the Grid User/CDS User Declaration as part of his Prequalification File. A single Grid User Declaration or CDS User Declaration can include one or more Delivery Point(s) related to the concerned Grid User or CDS User respectively.

~~18.1.5.1~~18.1.2.1 Grid User Declaration

The Grid User Declaration contains at least the following clauses:

- the present Grid User Declaration only applies for the Delivery Point(s) listed in table A.1.

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

- the Grid User confirms to ELIA that his commitment to provide Service – if any – does not breach existing contracts with third parties (with whom the Grid User has a contractual or regulated relationship, such as, but not limited to, the supplier of the Grid User).

- the Grid User hereby gives permission to the CRM Actor to offer the Service to ELIA or to participate to a Fast Track Prequalification Process from DD/MM/YYYY to DD/MM/YYYY.

- the Grid User hereby acknowledges that the list of Delivery Point(s) in table A.1 will only be used by one CRM Actor at a time (the candidate being the CRM Actor concerned by this Grid User Declaration) during the period of time defined in the previous bullet point.

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

- the Grid User hereby gives explicit permission to ELIA to inform the CRM Actor of the measurements of the Delivery Point(s) listed in table A.1.

- all Delivery Points listed in table A.1 shall respect the metering requirements set forth in the Functioning Rules for the Capacity Remuneration Mechanism.

- for each Delivery Point listed in table A.1 and whenever relevant, the Grid User gives the CRM Actor access to the information related to the production permit in order for the CRM Actor to be able to properly complete the Prequalification File(s) including the Delivery Point(s) listed in table A.1.

- for each Delivery Point already submitted in a Prequalification File, it is the Grid User's responsibility to provide the related Delivery Point's ID (This ID being initially communicated to the Grid User by the CRM Actor who was the first to participate to a Prequalification Process with the Delivery Point) for this Grid User Delcaration.

- details of the concerned Delivery Point(s):

Delivery Point name	Delivery Point identification (EAN code if applicable)	CRM ID of the Delivery Point	~~Expected~~Maximum Nominal Reference Power allowed (in MW)

Table A.1 – List of Delivery Points concerned by the Grid User Declaration

~~18.1.5.2~~18.1.2.2 CDS User Declaration

The CDS User Declaration contains at least the following clauses:

- the present CDS User Declaration only applies for the Delivery Point(s) listed in table A.2.

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

- the CDS User confirms to ELIA that the CRM candidate is aware that his commitment to provide Service ~~does not~~maynot breach existing contracts with third parties (with whom the CDS User has a contractual or regulated relationship, such as, but not limited to, the Supplier of the ~~Grid User~~CDS-user or the CDSO).

- the CDS User hereby gives permission to the CRM Actor to offer the Service to ELIA from DD/MM/YYYY to DD/MM/YYYY.

- the CDS User hereby acknowledges that the list of Delivery Point(s) in table A.2 will only be used by one CRM Actor (the candidate being the CRM Actor concerned by this CDS User Declaration) during the period of time defined in the previous bullet point.

- the CDS User acknowledges that the present document is valid for each Delivery Point listed in table A.2 until either respective expiry date of the CDS User Declaration or the submission by another party of a new CDS User declaration, for one (or more) of the Delivery Point(s) listed in table A.2, signed and validated by the CDS User. The present CDS User Declaration remains valid until its expiry date for all Delivery Points listed in table A.2 not concerned by the aforementioned new CDS User Declaration.

- the CDS User hereby gives explicit permission to ELIA to inform the CRM Actor of the measurements of the Delivery Point(s) listed in table A.2.

- ~~all Delivery Points listed in table A.2 shall respect the metering requirements for CDS-connected Delivery Points set forth in the Functioning Rules for the Capacity Remuneration Mechanism.~~

- for each Delivery Point listed in table A.2 and whenever relevant, the CDS User gives the CRM Actor access to the information related to the production permit in order for the CRM Actor to be able to properly complete the Prequalification File(s) including the Delivery Point(s) listed in table A.2.

- for each Delivery Point already submitted in a Prequalification File, it is the CDS User's responsibility to provide the related Delivery Point's ID (this ID being initially communicated

to the CDS User by the CRM Actor who was the first to participate to a Prequalification Process with the Delivery Point) for this CDS User Declaration.

- details of the concerned Delivery Point(s):

Delivery Point name	Delivery Point identification (EAN code, if applicable)	CRM ID of the Delivery Point	~~Expected~~Maximum Nominal Reference Power allowed (in MW)

Table A.2 – List of Delivery Point(s) concerned by the CDS User Declaration

18.1.618.1.3   ANNEX A.63 TIME REQUIREMENTS FOR PREQUALIFICATION PROCESSES

The following diagrams are provided for the purpose of clarifying the timing aspects related to the application form and the three Prequalification Processes (standard, specific and fast track). The Working Days shown in the images below indicate the maximum number of Working Days taken by ELIA or the CRM Candidate for a specific task.

18.1.6.118.1.3.1 Timing related to the application form

The graph below illustrates the timing applicable to the application form.

Application form submission date

Compliance check 5 WD

From the moment the **application form is approved**, the CRM Candidate is granted access to the CRM IT Interface and can therefore **submit a Prequalification File**.

In order to be able to **participate to the forthcoming Auction**, a CMU has to **submit** his **Prequalification File at the latest on June 15th** and to obtain the "prequalified" status before:

*   September 15th when no investment file has been submitted to CREG;
*   September 1st when an investment file has been submitted to CREG.

ELIA's notification:
Application form results notification

If the **application form** is **rejected**, the CRM Candidate re-starts from the beginning

Picture caption:

ELIA's action

CRM Candidate's action

Application form submission date

Compliance check
5 WD

From the moment the **application form is approved**, the CRM Candidate is granted access to the CRM IT Interface and can therefore **submit a Prequalification File**.

In order to be able to **participate to the forthcoming Auction**, a CMU has to **submit** his **Prequalification File at the latest on June 15th** and to obtain the "prequalified" status before:

- September 15th when no investment file has been submitted to CREG;
- September 1st when an investment file has been submitted to CREG.

ELIA's notification:
Application form results notification

*If the **application form** is **rejected**, the CRM Candidate re-starts from the beginning*

Picture caption:

ELIA's action

CRM Candidate's action

18.1.6.218.1.3.2 Timing related to the ~~Standard~~ Prequalification Process ~~— 1ˢᵗ scenario~~

18.1.3.2.1 Scenario 1

The graph below illustrates the ~~timing~~timings applicable to the different steps of a Standard Prequalification Process~~, starting from the Prequalification File submission date and considering the following assumptions:~~

~~- the CMU is an Existing CMU~~ or ~~an Additional CMU that includes at least one Existing Delivery Point;~~

~~- all the Delivery Points are TSO-connected Delivery Points;~~

~~- the CRM Candidate decides either not to do an Opt-out Notification, or not to adapt the Opt-out Notification he made when submitting his Prequalification File to ELIA;~~

~~- the CRM Candidate selects the 1st and/or the 3rd method or the 2nd method (in his Prequalification File) to determine the NRP of each Delivery point part of the CMU (or of the CMU itself in case he selects the 2nd method).~~

*If the **Prequalification File** is rejected, the CRM Candidate re-starts from the beginning*

Picture caption:
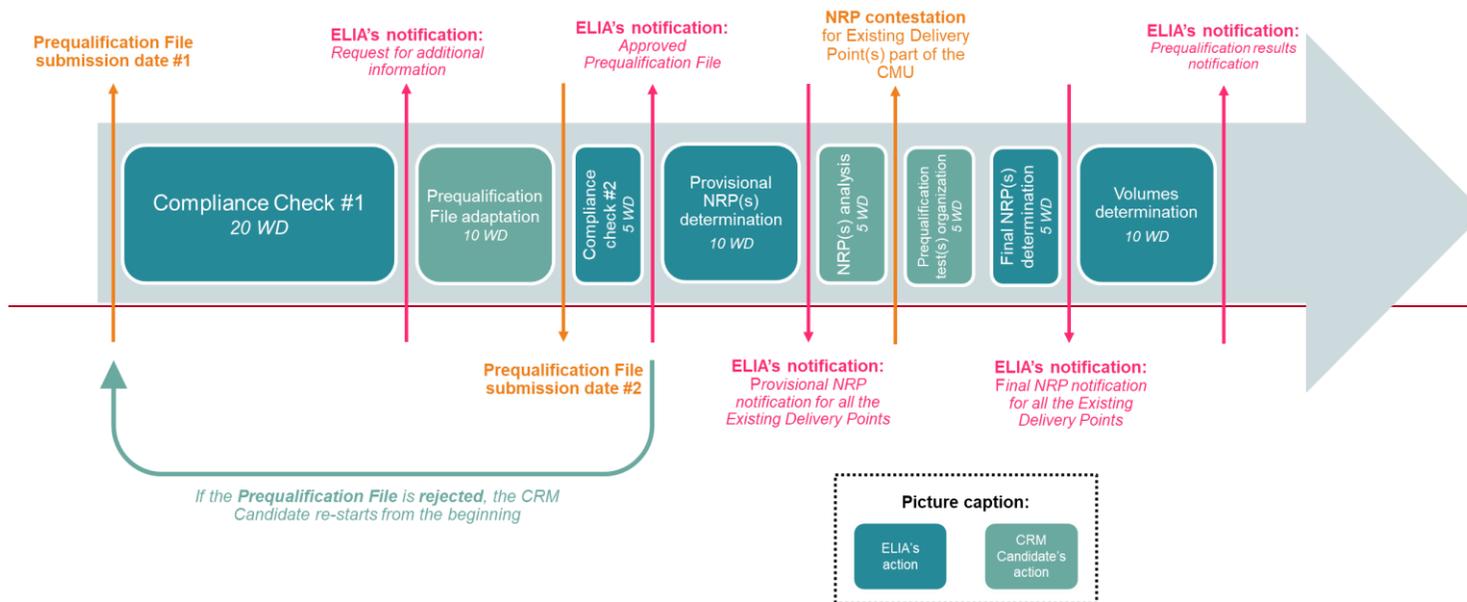
~~18.1.6.3~~Timing related to the Standard Prequalification Process – 2nd scenario

~~The graph below illustrates the timing applicable to the different steps of~~ a ~~Standard~~Fast Track Prequalification Process, starting from the Prequalification File submission date and considering the following assumptions:

- If the CMU follows a Standard Prequalification Process, the CMU is an Existing CMU or an Additional CMU ~~which only~~that includes ~~Additional~~at least one Existing Delivery ~~Points;~~Point; and

- If the CMU follows a Fast Track Prequalification Process, the CMU is an Existing CMU and the NRP of the Existing Delivery Point is to be determined by ELIA; and

- all the Delivery Points are TSO-connected Delivery Points~~;~~.

- the CRM Candidate decides either not to do an Opt-out Notification, or not to adapt the Opt-out Notification he made when submitting his Prequalification File to ELIA;

- there is no method to select for the determination of a Delivery Point's NRP as all of the Delivery Points are Additional Delivery Points.
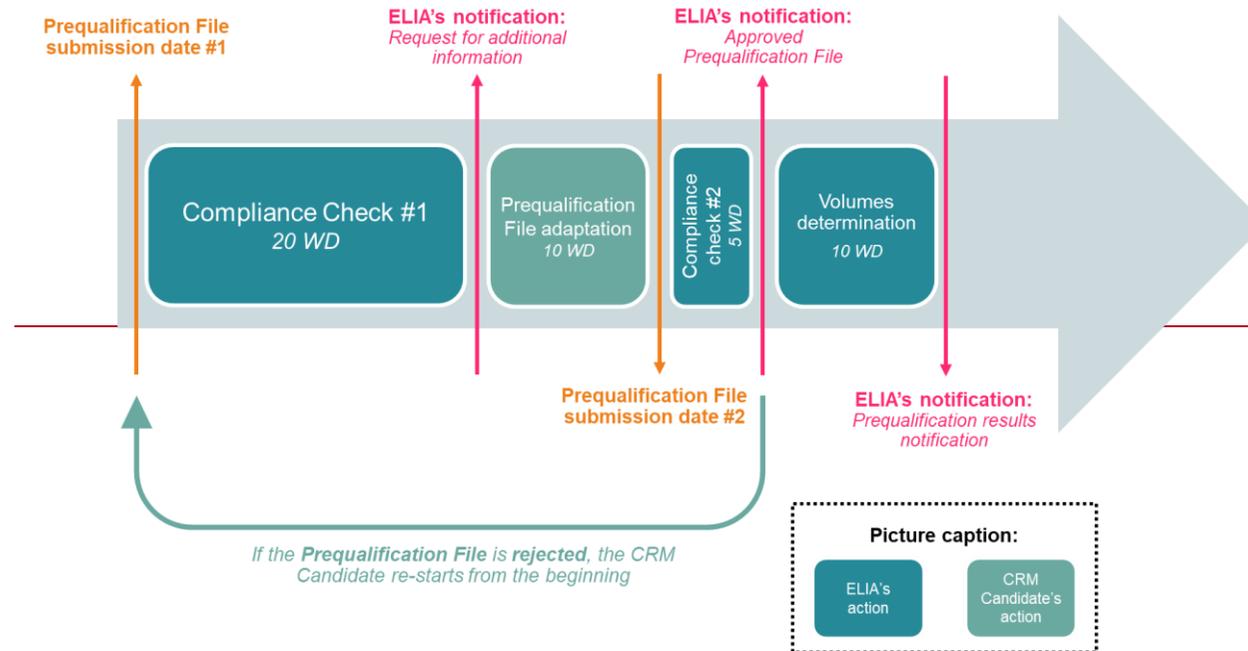
18.1.3.2.2 Scenario 2

The graph below illustrates the ~~timing~~timings applicable to the different steps of a Standard Prequalification Process, a Fast Track Prequalification Process or a Specific Prequalification Process, starting from the Prequalification File submission date and considering the following assumptions for the Standard Prequalification Process and the Fast Track Prequalification Process (no assumption is to be taken for the Specific Prequalification Process) :

-   If the CMU follows a Standard Prequalification Process, the CMU is an Additional CMU which only includes Additional Delivery Points; and

-   If the CMU follows a Fast Track Prequalification Process, the CMU is an Additional CMU or an Existing CMU and the NRP of the Delivery Point is declared by the CRM Candidate; and

-   all the Delivery Points are TSO-connected Delivery Points.

Prequalification File submission #1

Prequalification File submission #2

ELIA's notification:
Request for additional information

ELIA's notification:
Approved Prequalification File
+
Prequalification results notification

Compliance Check #1
45 WD

Prequalification File adaptation
15 WD

Compliance check #2
AND
Volumes determination
10 WD

*If the **CMU** is **rejected for the 2nd time**, the CRM Candidate re-starts from the beginning*

18.1.3.2.3 Scenario 3

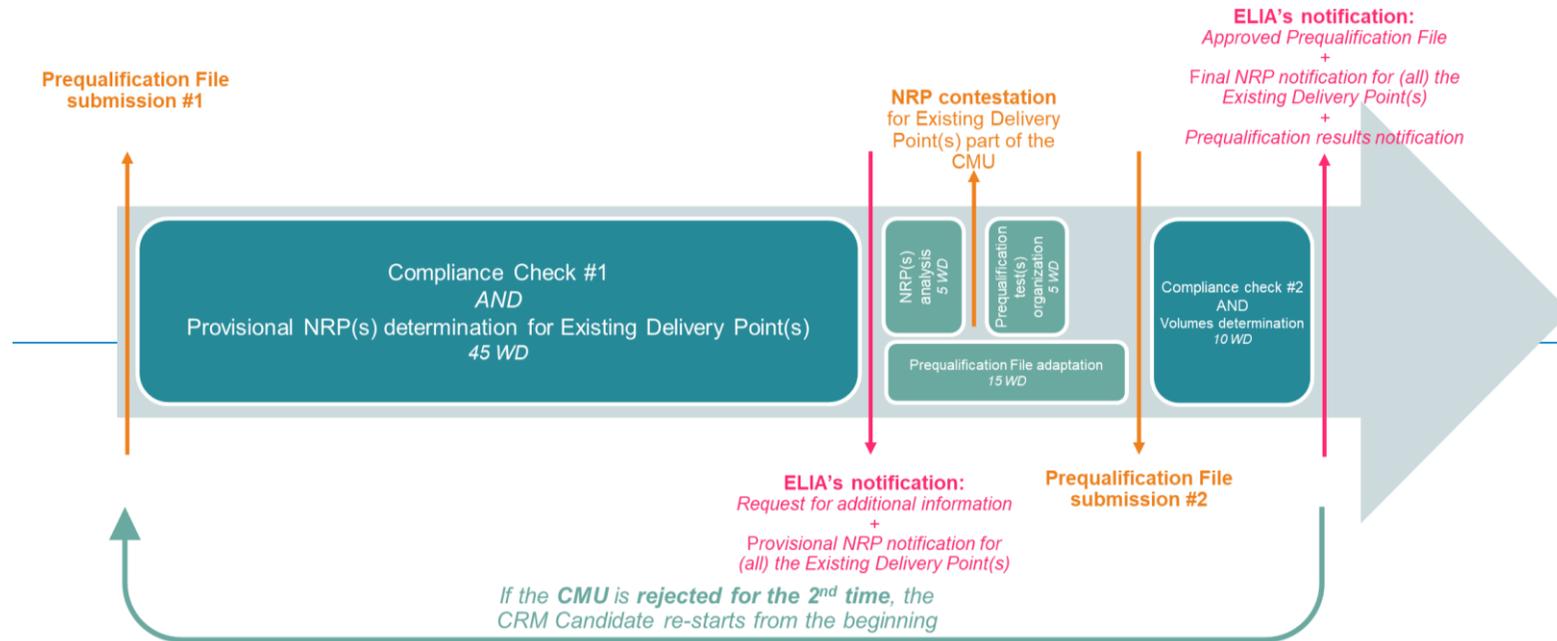The graph below illustrates the timing applicable to the different steps of a Standard Prequalification Process or a Fast Track Prequalification Process, starting from the Prequalification File submission date and considering the following assumptions:

- If the CMU follows a Standard Prequalification Process, the CMU is an Additional CMU which only includes Additional Delivery Point(s) ;); and

- If the CMU follows a Fast Track Prequalification Process, the CMU is an Additional CMU or an Existing CMU; and

- at least one (or more) Delivery Point(s) are part of the CMU is a DSO-connected Delivery Point(s);.

- the CRM Candidate decides either not to do an Opt out Notification, or not to adapt the Opt out Notification he made when submitting his Prequalification File to Elia;

- there is no method to select for the determination of a Delivery Point's NRP as all of the Delivery Points are Additional Delivery Points.
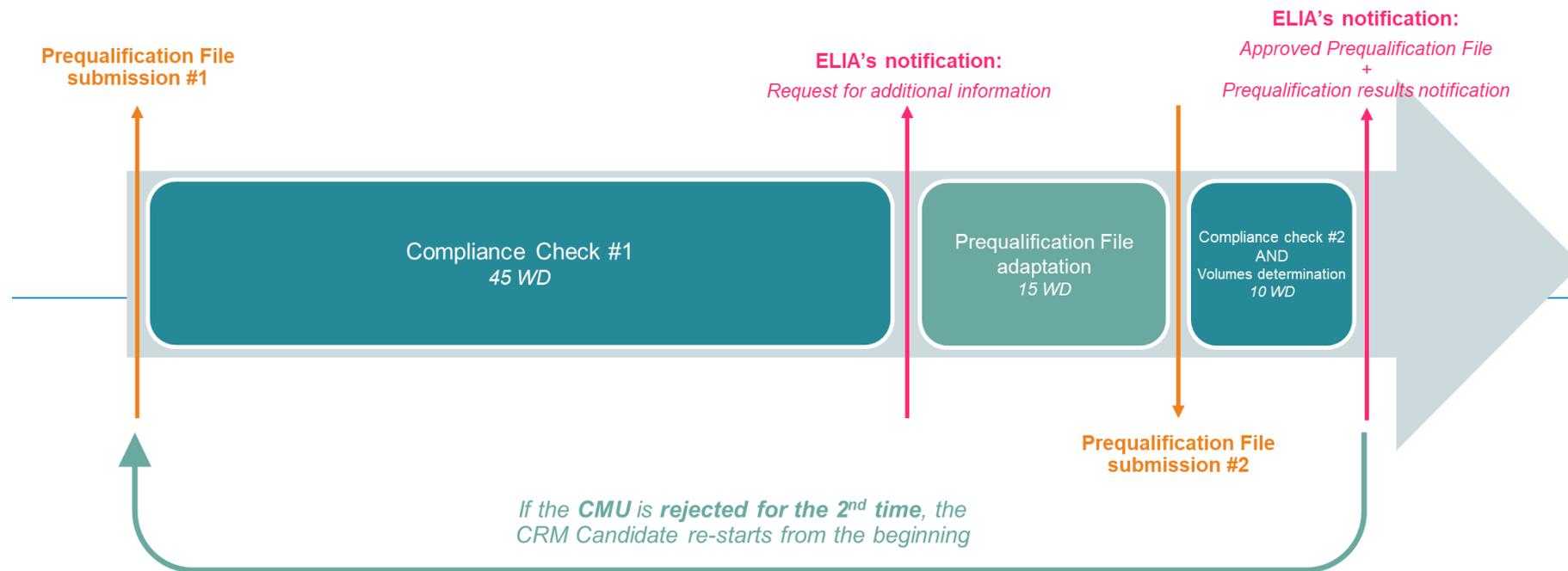
Process between the CRM Candidate and the related DSO

Signature of the DSO-CRM Candidate agreement(s)

NRP(s) determination

Final NRP(s) communication to ELIA

In case the CMU is subject to an investment file, the DSO must come back to ELIA within 45 WD and not 60 WD

Prequalification File submission #1

ELIA's notification:
Request for additional information

ELIA's notification:
Approved Prequalification File
+
Prequalification results notification

Compliance Check #1
45 WD

Prequalification File adaptation
15 WD

Compliance check #2 AND Volumes determination
10 WD

Prequalification File submission #2

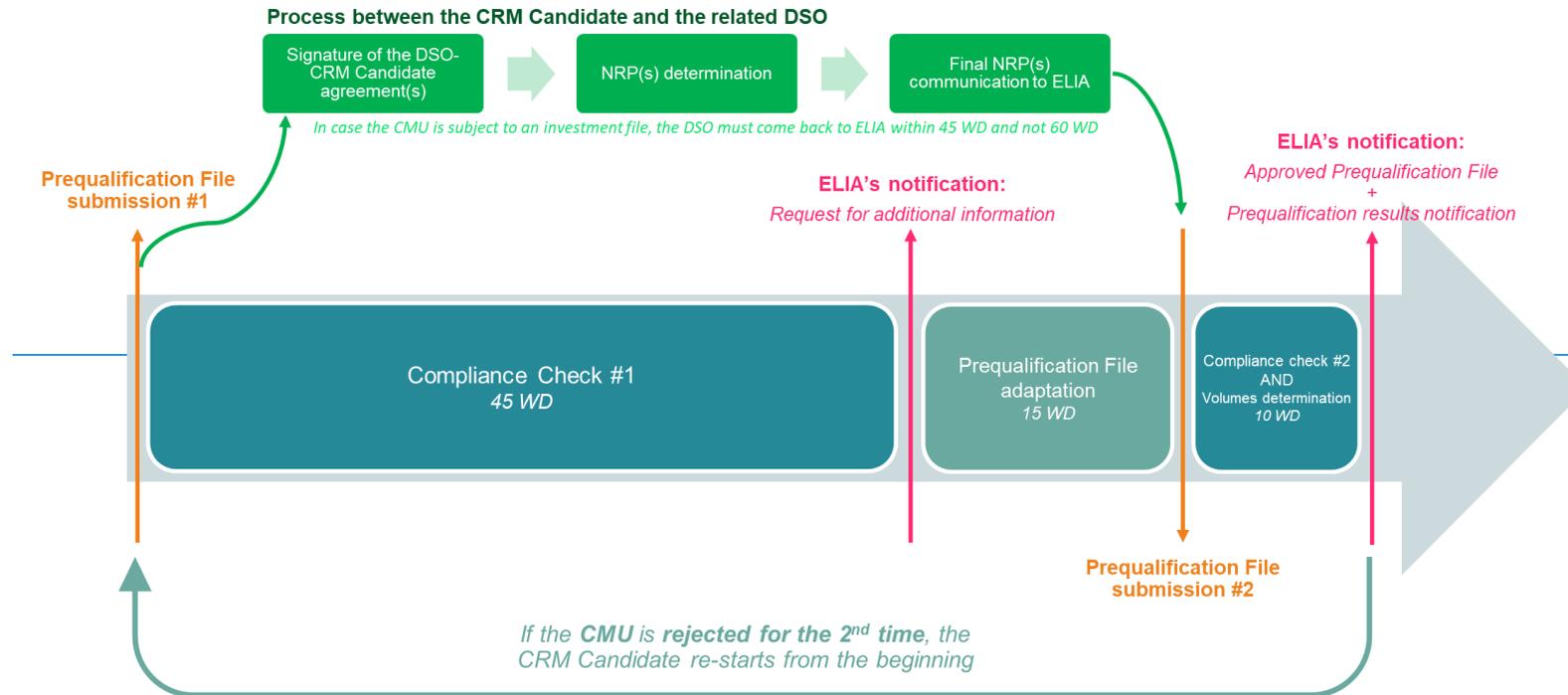*If the **CMU** is **rejected for the 2nd time**, the CRM Candidate re-starts from the beginning*
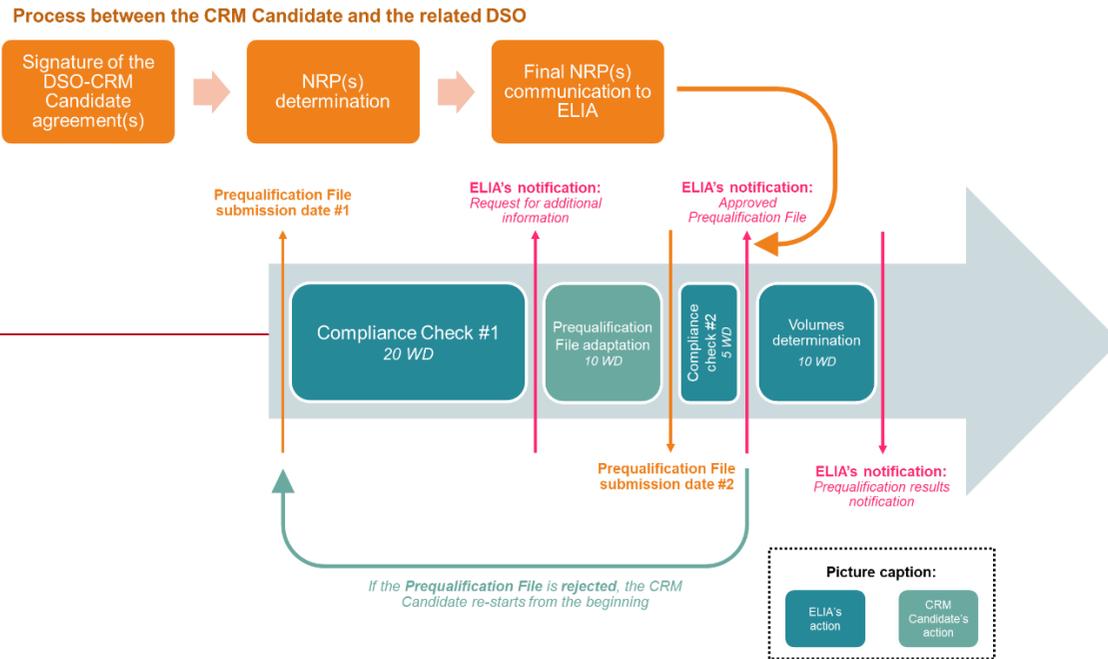
18.1.3.2.4 Scenario 4

The graph below illustrates the timing applicable to the different steps of a Standard Prequalification Process, starting from the Prequalification File submission date and considering the following assumptions:

- the CMU is an Existing CMU or an Additional CMU that includes at least one TSO-connected Existing Delivery Point; and

- all the Delivery Points are TSO-connected Delivery Points;

- the CRM Candidate decides not to do an Opt-out Notification, or not to adapt the Opt-out Notification he made when submitting his Prequalification File to ELIA;

- the CRM Candidate chooses to use the 1st and/or 3rd method to determine the NRP of each Delivery Point part of the CMU with the concerned DSO(s).

Process between the CRM Candidate and the related DSO(s):

18.1.6.6 Timing related to the Standard Prequalification Process – 5th scenario

The graph below illustrates the timing applicable to the steps of a Standard Prequalification Process, starting from the Prequalification File submission date and considering the following assumptions:

- the CMU is an Existing CMU;

- all the Delivery Points are DSO-connected Delivery Points;

- the CRM Candidate decides not to do an Opt-out Notification, or not to adapt the Opt-out Notification he made when submitting his Prequalification File to ELIA;

- the CRM Candidate selects the 2nd method (in his Prequalification File) to determine the NRP of the CMU (therefore with ELIA).

18.1.6.7 Timing related to the Standard Prequalification Process – 6th scenario
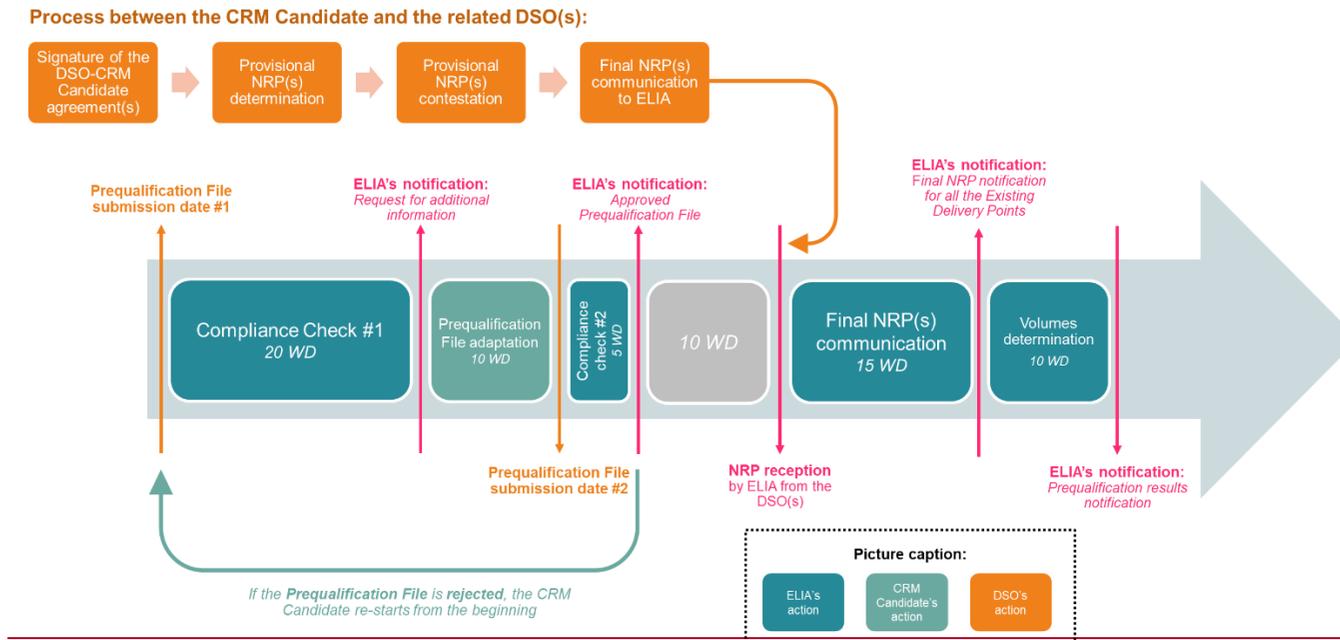
The graph below illustrates the timing applicable to the different steps of a Standard Prequalification Process, starting from the Prequalification File submission date and considering the following assumptions:

- the CMU is an Existing or an Additional CMU that includes at least one DSO-connected Existing/Additional Delivery Point;.

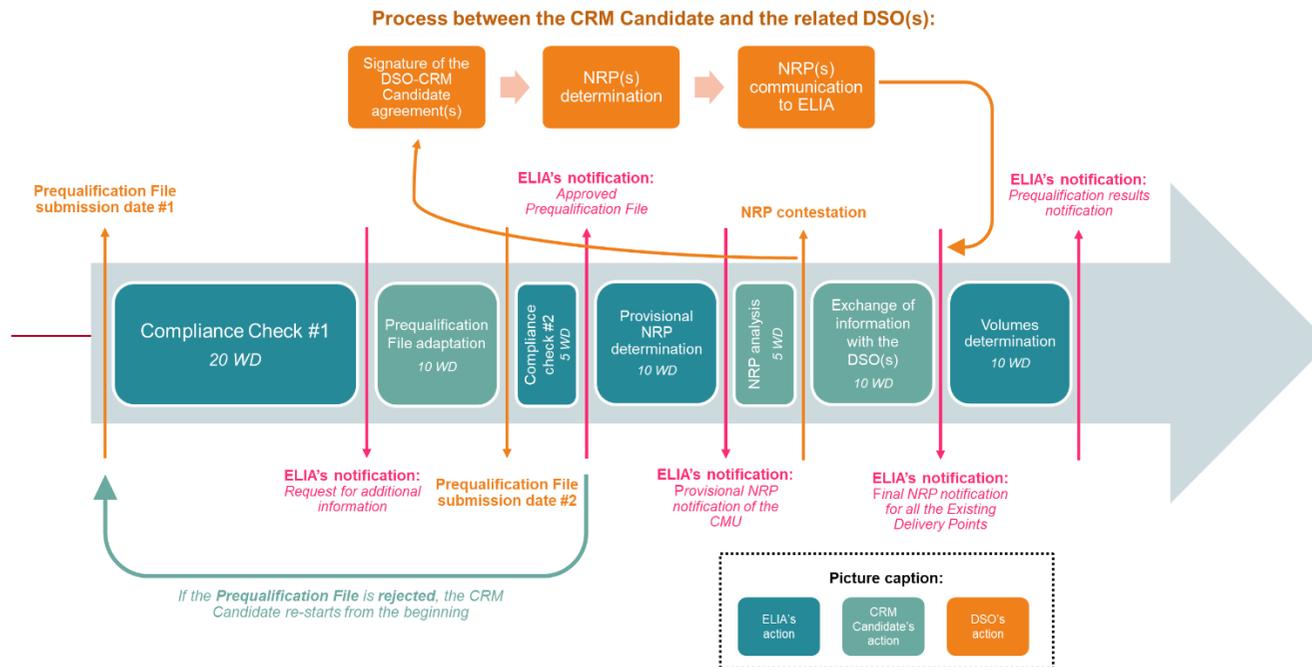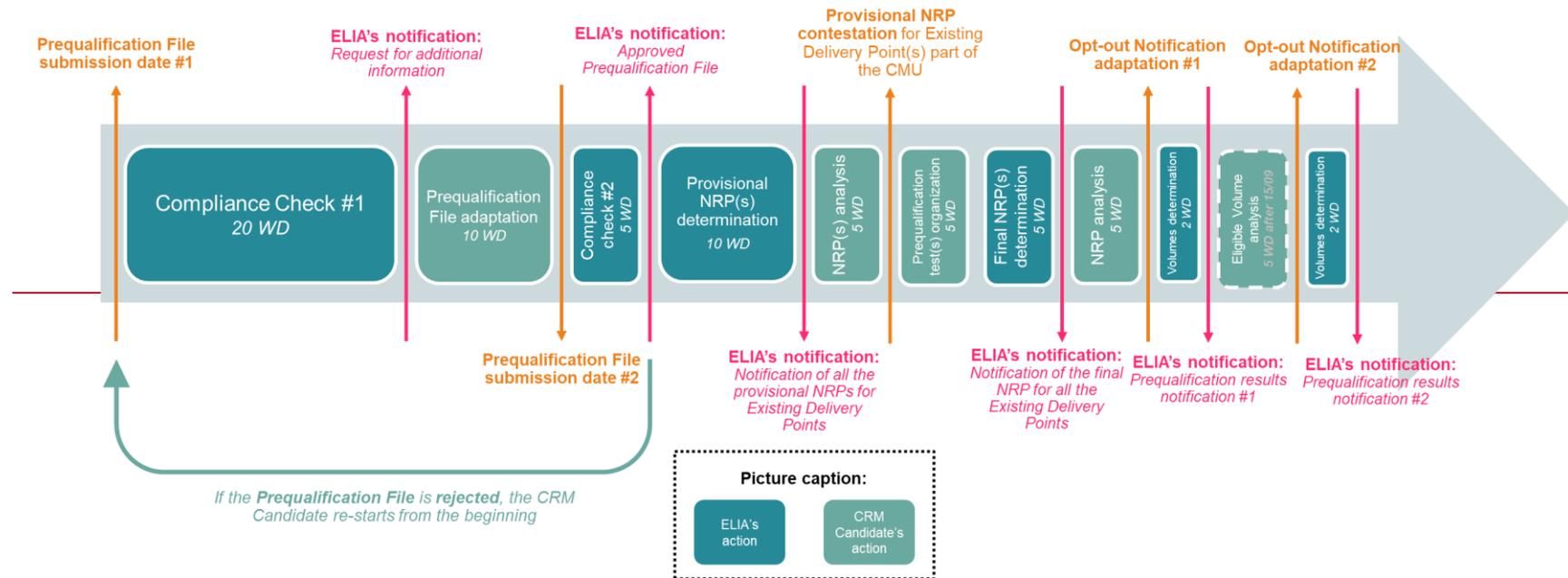- all the Delivery Points are TSO-connected Delivery Points;

- the CRM Candidate decides not to do an Opt-out Notification and to adapt it multiple times during the Prequalification Process.

Process between the CRM Candidate and the related DSO

Signature of the DSO-CRM Candidate agreement(s) → NRP(s) determination → Final NRP(s) communication to ELIA

In case the CMU is subject to an investment file, the DSO must come back to ELIA within 45 WD and not 60 WD

Prequalification File submission #1

NRP contestation for Existing Delivery Point(s) connected to the TSO

ELIA's notification:
Approved Prequalification File
+
Final NRP notification for (all) the Existing Delivery Point(s) connected to the TSO
+
Prequalification results notification

Compliance Check #1
AND
Provisional NRP(s) determination for Existing Delivery Point(s)
45 WD

NRP(s) analysis 5 WD

Prequalification test(s) organization 5 WD

Prequalification File adaptation 15 WD

Compliance check #2
AND
Volumes determination
10 WD

ELIA's notification:
Request for additional information
+
Provisional NRP notification for (all) the Existing Delivery Point(s) connected to the TSO

Prequalification File submission #2

If the **CMU** is **rejected for the 2nd time**, the CRM Candidate re-starts from the beginning

~~18.1.6.8~~18.1.3.3 Timing related to the Specific Prequalification Process

The graph below illustrates the timing applicable to the steps of the Specific Prequalification Process, used to prequalify a Virtual CMU. ~~The period between the Prequalification File submission and the prequalification result notification is reduced compared to the Standard Prequalification Process as there is no need for ELIA to determine a provisional and final Nominal Reference Power (not to foresee a contestation procedure). Indeed, the CRM Candidate declares the Eligible Volume of his Virtual CMU in the Prequalification File.~~
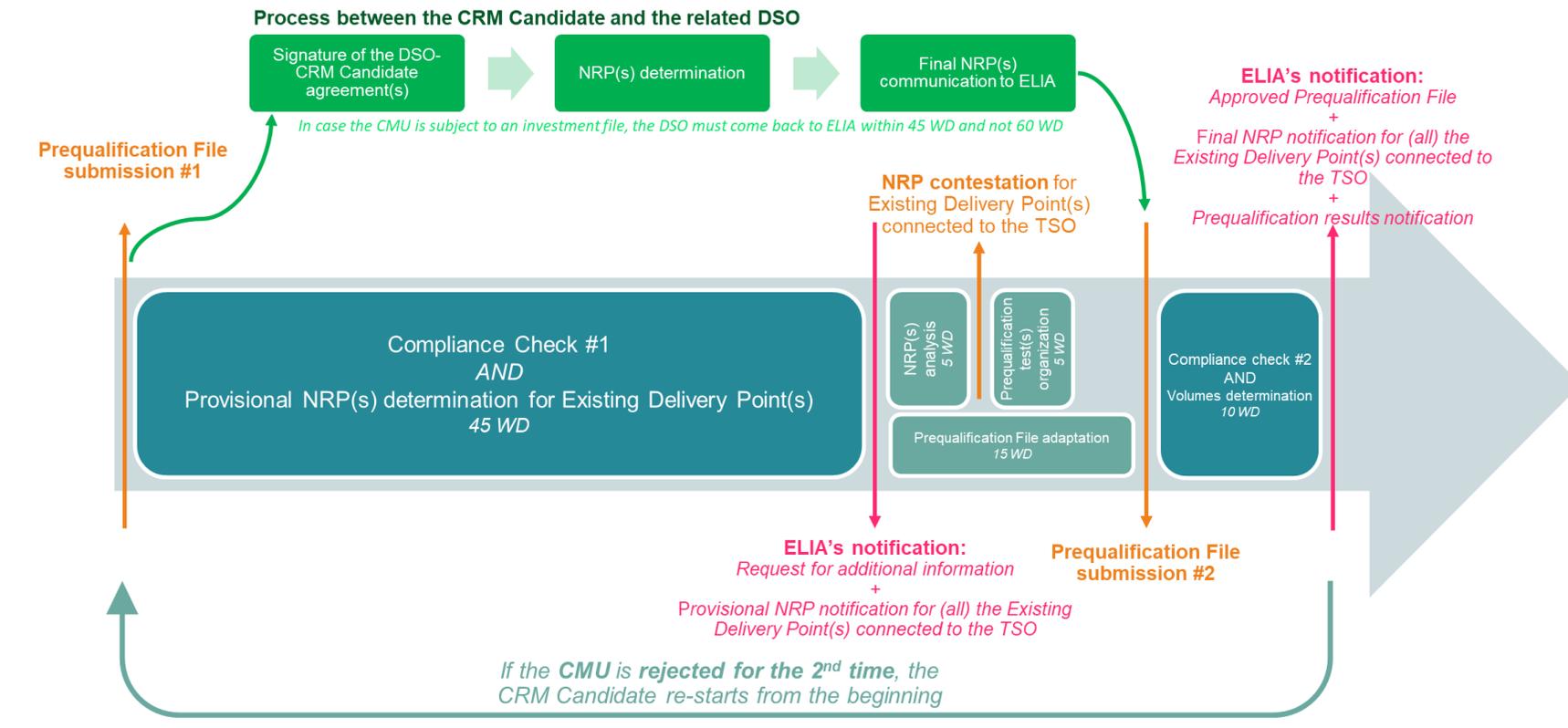
Picture caption:

ELIA's action — CRM Candidate's action
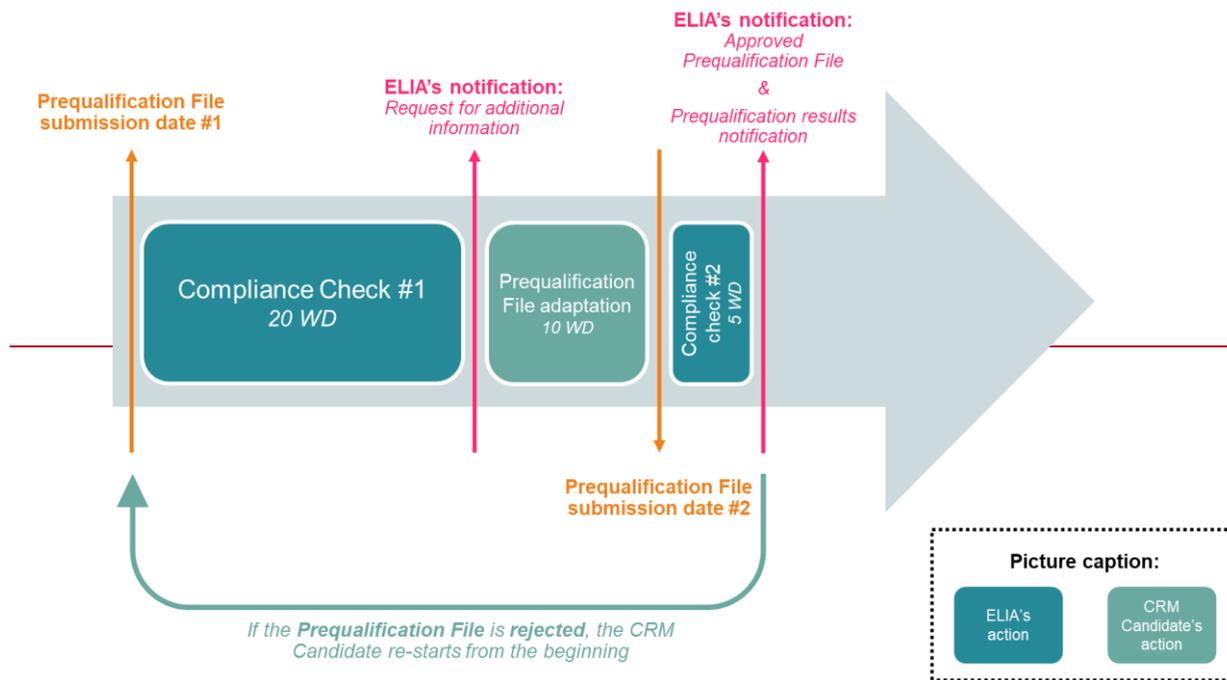
18.1.6.9 Timing related to the Fast Track Prequalification Process

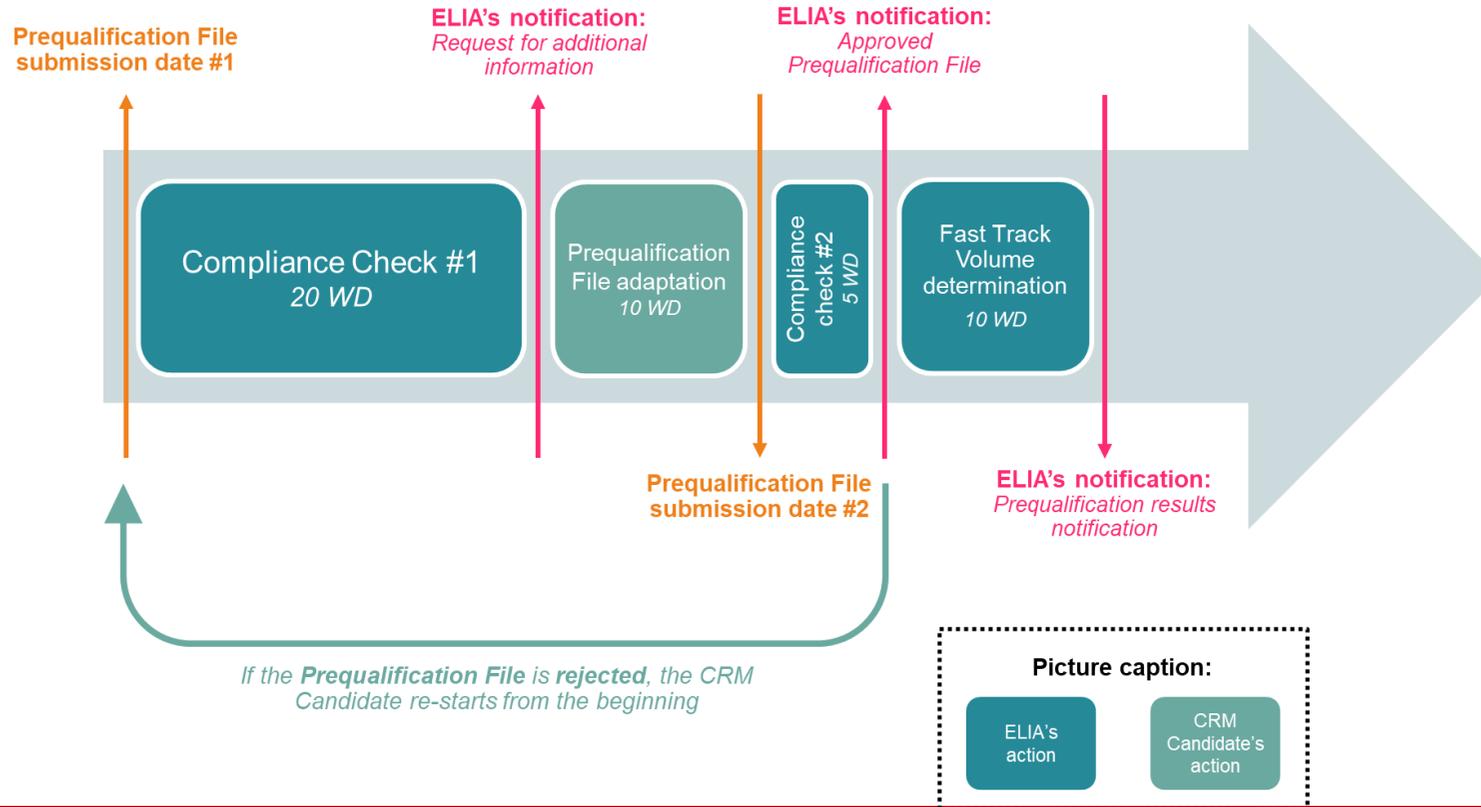The graph below illustrates the timing applicable to the steps of the Fast Track Prequalification Process.

Prequalification File submission #1

ELIA's notification:
Request for additional information

ELIA's notification:
Approved Prequalification File
+
Prequalification results notification

Compliance Check #1
45 WD

Prequalification File adaptation
15 WD

Compliance check #2
AND
Volumes determination
10 WD

Prequalification File submission #2

If the **CMU** *is* **rejected for the 2nd time**, *the CRM Candidate re-starts from the beginning*

18.1.7 18.1.4   ANNEX A.7 4: CDSO DECLARATION

The CRM Candidate upload this declaration via the CRM IT Interface. The CDS-connected Delivery Point(s) is(are) can only successfully complete the Prequalification Process upon signature of this declaration.

18.1.7.1 18.1.4.1 Declaration by a CDSO for a Standard or Specific Prequalification Process

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

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

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

And

Undertakes to conclude a cooperation agreement with ELIA in accordance with the model described in annex 18.1.9 which can be found on ELIA website or can be obtained upon request to ELIA and which describes the conditions for exchanging metering data between ELIA and the CDSO, and to do so within the timing foreseen in the Service Time Schedule.

And

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

Detail of the Delivery Point(s):

CDS User	EAN code of the Access Point	EAN code of the CDS Market Access Point	ID of the technical agreement	Delivery Point Identification ID (EAN, if applicable)[54]	Single line diagram

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[54] The EAN code is not mandatory for an Additional Delivery Point. In this situation, only the Delivery Point ID is required.

Table A.3 – Overview of the Delivery Points related details

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

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

And

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

And

The document 'CDS Metering Technical Info Checklist' (as referred to in annex 18.1.9) is attached to this declaration. The CDS Metering Technical Info Checklist is available on the ELIA website[55]

And

Hereby acknowledges that all given information in this CDSO Declaration is true and accurate.

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

Signature of the CDS Operator:

Name:

Title:

~~18.1.7.2~~18.1.4.2 Declaration by a CDSO for a Fast Track Prequalification Process

With this declaration, [company name], a company incorporated under [nationality] law, enterprise number [number], with registered office at [address], validly represented by Mr/Mrs [name] and Mr/Mrs [name], respectively in their quality of [function] and [function], identified for the purposes hereof as "the CDSO", hereby provides the information below for the Delivery Point(s) corresponding fully or partly with the CDS Market Access Point of [company name], a company incorporated under [nationality] law, enterprise number [number], with registered office at [address], recognized as a User of the CDS that is managed by the CDSO.

Detail of the Delivery Point(s):

CDS User	EAN code of the Access Point	EAN Code of CDS Market Access Point	CRM ID of the Delivery Point	Delivery Point Identification (EAN)

Table A.4 - Overview of the Delivery Points related details

The CDSO hereby acknowledges that all given information in this CDSO Declaration is true and accurate.

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

Signature of the CDS Operator:

Name:

Title:

~~18.1.8~~18.1.5   ANNEX A.~~8~~5: BASELINE METHODOLOGY

This annex serves as a description of the baselining methodology for CRM products. It aligns to the highest extent possible with the latest known Transfer of Energy (ToE) rules[56], as the goal in the long-term is to contribute to the uniformity of products in the grid. This is beneficial, as CRM products are contracted to be performant and available in the energy market.

In this regard, it is important to note that this is merely an ad hoc view and that evolutions of the ToE rules are still possible. In this case, the <u>CRM design should follow ToE design</u> rather than stick to this initial design (to the extent it doesn't harm the integrity of the product).

~~18.1.8.1~~18.1.5.1 09/09/2019 baselining methodology

Of the baselining methodologies listed in the latest ToE draft proposal, the baselining methodology for Day-ahead/Intra-Day products aligns closest to the CRM product (as it is inherently design to respond to day-ahead). These products adhere to the 'Highest X of Y*' methodology. The latest version of the design for ToE DA/ID can be found on Elia's website. As a summary:

- identify Y reference days (i.e. 'weekend/holiday' vs 'workday');

- take X days of highest average consumption out of Y reference days;

- the Baseline is the average consumption during the same quarter-hour over the X days.

X = 4 and Y = 5 for workdays and X = 2 and Y = 3 for weekend/holidays.

There are some criteria to exempt certain days (see chapter 9.4 for the exhaustive list).

The Capacity Provider can also request an adjusted Baseline in accordance with section 9.4.3.2.3.3 if they can prove, by demonstrating a lower RMSE deviation.

~~18.1.8.2~~18.1.5.2 Applying the CRM Baseline

In the largest part, the ToE baselining is suitable for the CRM Product. There are a few optimizations specific for the CRM which are described in the following sections.

~~18.1.8.2.1~~18.1.5.2.1 Quarter-hour vs hourly value

Since the CRM product is defined as an hourly product, the Baseline for Availability Monitoring should be taken as the average for the four quarter hours.

This is specified in the section 9.4.3.2.3.3.

~~18.1.8.2.2~~18.1.5.2.2 Exemption due to high market price

One criterion for exemption is the occurrence of a high market price, which is fixed in the ToE rules at a value of 150€/MWh. For the CRM design, it is best suited to be able to exclude <u>any</u>

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day where at least one of the CMU's declared prices was surpassed.

However, the CRM-specific criteria could also be specified in the Functioning Rules (as is the case today).

~~18.1.8.2.3~~ 18.1.5.2.3 Derogation for different methodology

The request for an adjusted Baseline according to the ToE rules (i.e. via RMSE-verification) is allowed in CRM as well. The standard method shall apply in case no derogation was requested by the Capacity Provider for the CMU.

~~18.1.8.2.4~~ 18.1.5.2.4 Exemption on days where maintenance took place (optional)

The ToE rules state the following: "In case the justification of the exclusion of a potential representative day corresponds to one of the circumstances ii-iv indicated above, the justification is only valid in case those circumstances do not also apply for the day of the activation (e.g. a day with maintenance cannot be excluded if on the day of the activation there was also a maintenance)".

For the CRM, demand response products may desires to continue to be monitored during maintenance if their consumption is reduced during the maintenance. This is not possible with the higher-mentioned rule. This is why the CRM product is exempted from this particular rule.

~~18.1.8.2.5~~ 18.1.5.2.5 Proposal for application of baseline:

For Delivery Points with a net off-take, a Baseline will be established for every quarter-hour falling within a monitored AMT Hour or Availability Test start and end time according to the 'Highest X of Y*' methodology in the Transfer of Energy rules. (Additional to the criteria mentioned therein to exclude certain days, the Capacity Provider can exclude days for which one of its declared prices were surpassed).

The hourly Baseline value for the Availability Monitoring is the average of the four quarter-hourly Baseline values during the AMT Hour under consideration.

~~18.1.9~~ ANNEX A.~~9: OPT-OUT NOTIFICATION RELATED TO A Y-4 AUCTION~~

~~The following annex gives an overview of the information to be provided by the CRM Actor in the context of an Opt-out Notification for a Y-4 Auction. This annex is provided for information only, as the actual process will be implemented in the CRM IT Interface.~~

~~1. **Please provide the following general information:**~~

~~a. CMU ID: _____~~
~~b. Nominal Reference Power of the CMU:_____~~
~~c. Opt-out Volume: _____ MW OR _____ % of CMU Nominal Reference Power~~

~~*Additional information: For a CMU that goes through the Fast Track Prequalification Process, the Opt-out Volume is at all times equal the Nominal Reference Power of the CMU.*~~

~~2. **Please specify the following information related to the Opt-out Volume specified in Question 1 (more than one category can be selected, if applicable):**~~

~~☐ _____ MW OR _____ % of the Opt-out Volume is to be decommissioned as a condition in an EDS related to another CMU that participates to this Auction, provided a Bid related to this other CMU is selected.~~
   ~~➢ *Please add a copy of this EDS.*~~

~~☐ _____ MW OR _____ % of the Opt-out Volume is not contributing to adequacy during the Delivery Period to which the Opt-out Notification relates, being associated to the non-firm capacity as part of a connection with flexible access, referred to in Article 170 of the Federal Grid Code.~~
   ~~➢ *Please add a copy of this Connection Contract.*~~

~~☐ _____ MW OR _____ % of the Opt-out Volume is subject to a notification for definitive closure in accordance with Article 4bis of the Electricity Act.~~
   ~~➢ *Please add a copy of this notification.*~~

~~☐ _____ MW OR _____ % of the Opt-out Volume is subject to a notification for definitive structural reduction of capacity in accordance with Article 4bis of the Electricity Act.~~
   ~~➢ *Please add a copy of this notification.*~~

~~☐ _____ MW OR _____ % of the Opt-out Volume is subject to a notification for temporary closure in accordance with Article 4bis of the Electricity Act.~~
   ~~➢ *Please add a copy of this notification.*~~

~~☐ _____ MW OR _____ % of the Opt-out Volume is subject to a notification for temporary structural reduction of capacity in accordance with Article 4bis of the Electricity Act.~~
   ~~➢ *Please add a copy of this notification.*~~

~~☐ None of the above categories apply for _____ MW OR _____ % of the Opt-out Volume, which therefore is to be assigned to the category Other.~~
   ~~➢ *Please add a copy of the Connection Contract(s) related to the Delivery Point(s) included in the CMU to which the notification relates, if any.*~~

18.1.10 ~~ANNEX A.10: OPT-OUT NOTIFICATION RELATED TO A Y-1 AUCTION~~

~~The following annex gives an overview of the information to be provided by the CRM Actor in the context of an Opt-out Notification for a Y-1 Auction. This annex is provided for information only, as the actual process will be implemented in the CRM IT Interface.~~

~~1. Please provide the following general information:~~

~~a. CMU ID: _____~~
~~b. Nominal Reference Power of the CMU:_____~~
~~c. Opt-out Volume: _____ MW OR _____ % of CMU Nominal Reference Power~~

~~Additional information: For a CMU that goes through the Fast Track Prequalification Process, the Opt-out Volume is at all times equal the Nominal Reference Power of the CMU.~~

~~2. Please specify the following information related to the Opt-out Volume specified in Question 1 (more than one category can be selected, if applicable):~~

~~☐ _____ MW OR _____ % of the Opt-out Volume is to be decommissioned as a condition in an EDS related to another CMU that participates to this Auction, provided a Bid related to this other CMU is selected.~~
   ➢ *~~Please add a copy of this EDS.~~*
~~☐ _____ MW OR _____ % of the Opt-out Volume is not contributing to adequacy during the Delivery Period to which the Opt-out Notification relates, being associated to the non-firm capacity as part of a connection with flexible access, referred to in Article 170 of the Federal Grid Code.~~
   ➢ *~~Please add a copy of this Connection Contract.~~*
~~☐ _____ MW OR _____ % of the Opt-out Volume is subject to a notification for definitive closure in accordance with Article 4bis of the Electricity Act.~~
   ➢ *~~Please add a copy of this notification.~~*
~~☐ _____ MW OR _____ % of the Opt-out Volume is subject to a notification for definitive structural reduction of capacity in accordance with Article 4bis of the Electricity Act.~~
   ➢ *~~Please add a copy of this notification.~~*
~~☐ _____ MW OR _____ % of the Opt-out Volume is subject to a notification for temporary closure in accordance with Article 4bis of the Electricity Act.~~
   ➢ *~~Please add a copy of this notification.~~*
~~☐ _____ MW OR _____ % of the Opt-out Volume is subject to a notification for temporary structural reduction of capacity in accordance with Article 4bis of the Electricity Act.~~
   ➢ *~~Please add a copy of this notification.~~*
~~☐ _____ MW OR _____ % of the Opt-out Volume is not contributing to adequacy during the Delivery Period to which the Opt-out Notification relates, for the reason(s) explained in a motivational letter attached to this notification.~~
   ➢ *~~Please add a motivational letter to this notification, accompanied by relevant documentation to further support this choice.~~*
~~☐ None of the above categories apply for _____ MW OR _____ % of the Opt-out Volume, which therefore is to be assigned to the category Other.~~
   ➢ *~~Please add a copy of the Connection Contract(s) related to the Delivery Point(s) included in the CMU to which the notification relates, if any.~~*

~~Additional information: Possible reasons to elaborate on why a volume will not be contributing to adequacy include, but are not limited to:~~

- *installation(s) being (partly) out of service and/or capacities (partly) not available anymore but not subject to a notification in accordance with Article 4bis of the Electricity Act; or*
- *an alternative assessment of the Derating Factor w.r.t. the CMU; or*
- *extensive maintenance plans.*

18.1.11 18.1.6 ~~ANNEX A.11~~6: PROJECT EXECUTION PLAN

This annex defines what a project execution plan is. This plan is sent during the Prequalification Process by a CRM Candidate who wants to participate to the Service with an Additional or a Virtual CMU. As already stated in section 5.2.3.2, a project execution plan can be linked to more than one CMU and a CMU can be linked to more than one project execution plan.

The main purpose of the project execution plan is to ensure to ELIA that the Contracted Capacity(ies) become(s) Existing Capacity(ies) before the start of the related Transaction Period(s).

The project execution plan is prepared and adapted by the CRM Candidate himself in function of his project's specificities. The information and format provided here can therefore differ from the list below, given as an example.

18.1.11.1 18.1.6.1 Content of the project execution plan

A project execution plan describes how the CRM Candidate plans to get its Contracted Capacity(ies) prequalified as "Existing Capacity(ies)" prior the start of the concerned Delivery Period(s) it is offered to in the Auction. It identifies, among other things, the potential key issues and critical activities specific to the project and lists the decisions to be taken by the CRM Candidate in subsequent phase(s). Through the project execution plan, the CRM Candidate defines and states the objectives of the project and the means used to ensure its effective realization.

There is no template for such a plan. However and to facilitate its preparation, ELIA lists below some information the document as provided by the CRM Candidate to ELIA could contain:

- a description of the project;

- the **key milestones dates** (see section 18.1.6.2);

- the **strategy** adopted to achieve each of the identified key milestones in a timely manner (see section 18.1.6.2);

- the list of the potential **key issues (risks)** that could be met during the realization phase of the project and the identification of non-exhaustive "mitigation measures" taken by the CRM Candidate to cover them;

- the list of the **required Infrastructure Works,** DSOs and/or gas infrastructure operator identify as a pre-requisite to the CRM Candidate's project effective realization (the Infrastructure Works identified in that list may be subject to the fallback procedure described in section 8.5~~;~~);

- a signed conditional **offer to connect to the gas network infrastructure** (for gas technology, a signed conditional offer from the gas network infrastructure is provided to ELIA by the CRM Candidate as part of the project execution plan);

- the identification of **permits** which are relevant for the project:

  • environmental permit;

  • construction permit (included right of way and permits);

  • governmental approval;

- etc.

The validity date of each permit is also to be mentioned and should cover at least the related Delivery Period(s).

- for Virtual CMUs specifically, the details on how the 75 % and 100 % targets will be respected.

Update of such information is to be provided on a regular basis, through the quarterly reports provided by the Capacity Provider to ELIA during the Pre-delivery Period(s) related to the CMU. The project execution plan is also considered as a referential framework. Therefore, any slippage or major change impacting the project execution introduced with the Prequalification File is to be detailed in one of the quarterly report, along with a mitigation plan (according to chapter 5).

18.1.11.218.1.6.2 List of key milestones

In the table below, ELIA proposes key milestones that might be relevant for the CRM Candidate's project. There is only one milestone (see asterisk) that the CRM Candidate has the obligation to provide in his project execution plan if it is relevant for the project. Except from this milestone, it is the CRM Candidate's responsibility to provide the milestones which he considers relevant and applicable for his project as well as to detail them as part of the project execution plan.

Key milestones	Description of the key milestones	Key milestone date
#1 Spatial plan	At this stage, the CRM Candidate indicates at which date he plans to receive the modification of the sector plan (if required for implementation of its project)	…/…/…
#2 Workforce and capacity planning	A workforce and capacity planning is a process of determining and planning the workforce to ensure that the Capacity Provider has the right mix and numbers of staff, with the right skills and knowledge, to meet demand, now and in the future. The key milestone indicates when this planning is scheduled to be written in its final form.	…/…/…
#3 Signature of the EPC contract	An EPC contract is a contract by which the supplier becomes responsible for the overall design of a project, including design, procurement from subcontractors, transportation of the various components, hiring of workers, coordination of assembly and on-site installation with the various parties involved (suppliers, service providers and contractors).	…/…/…
#4 Permitting Milestone*	This key milestone, defined in section 3.1, is reached when all necessary licenses/permits for the construction of the project have been delivered in the last administrative instance, be definitive, enforceable and cannot be disputed any more before the State Council or the Council for permitting contestations (Raad voor vergunningsbetwistingen).	…/…/…
#5 Start of construction works	The date for this key milestone represents the moment at which the two following milestones are achieved : - whether an engineering, procurement and construction (EPC) contract (or any contract or suite of contracts having the same effect) is in full force and effect in respect of each new or refurbished production/consumption unit providing the Contracted Capacity(ies); - whether work specific to on-site construction of each actual new or refurbished production/consumption unit providing the Contracted Capacity(ies) has commenced which, for the avoidance of doubt, does not include design work, minor civil works or works to prepare the site for construction work. In the case of the construction of a CCGT, for example, it is the start of the piling activities.	…/…/…

#6 **Final purchase order for the main equipment**	The key milestone is reached when the last main equipment has been ordered through a purchase order (PO) and the delivery date is known by the CRM Candidate. The last main equipment is: - in respect of a new or refurbished production/consumption unit, the primary mechanism to generate electricity (whether this is via a turbine, any mechanical or electrical device or installation of any other technology, e.g. photo voltaic);	.../.../...
#7 **Mechanical completion**	The key milestone is achieved: - when the primary mechanism to generate electricity (whether this is via a turbine, any mechanical or electrical device or installation of any other technology, e.g. photo voltaic) is installed on-site. In the case of the construction of a CCGT, for example, it can be considered as the first firing.	.../.../...
#8 **Commissioning tests**	The key milestone is achieved when the required offline and online commissioning tests are finalized and successful. The online commissioning tests required by ELIA for the commissioning of a ~~generation~~production/consumption unit are not linked to the CRM and therefore not specified here. For further information on this subject, the Capacity Provider is invited to contact his Key Account Manager within ELIA.	.../.../...
#9 **Final completion**	The key milestone is achieved when: - the project has achieved all the technical and performance requirements set out in the construction contract; - the contractor has transferred to the owner of the project title to all materials and equipment used in the construction of the project; - all the Additional Capacities contracted and related to that project are compliant with the metering requirements (as per annexes ~~18.1.1 & 18.1.2~~18.1.1); - the Capacity Provider is able to complete his file(s) by changing his Contracted Capacity(ies) considered as Additional Capacity(ies) to Existing Capacity(ies)	.../.../...

Table A.5 - Overview of the key milestones

18.1.12   ANNEX A.12: APPLICATION FORM COMPLIANCE

~~CHECK~~

~~The purpose of this annex is to list the criteria ELIA will use to know if the application form can be considered as compliant or not.~~

~~These criteria can lead to an inability to submit the application form to ELIA because the checks are done instantly and automatically by the CRM IT Interface or to a rejection of the application form after being analyzed by an ELIA's operator.~~

~~In any case, audits will be also organized randomly throughout the lifetime of the application form (including at first submission) in order to check in more detail the truthfulness and accuracy of the data provided by the Capacity Holder. In the event that an erroneous data is identified during an audit, the Prequalification File(s) related to this application form may be rejected and the access of the related CMU(s) to the Primary Market or the Secondary Market denied.~~

~~Crosses with an asterisk in the table below indicates the information the CRM Candidate has the obligation to submit in the CRM IT Interface for the application form to be considered as 'approved' by ELIA.~~

18.1.6.3 Template for the project execution plan

The following template is mandatory for all Additional – New Build CMUs and Virtual CMUs. For all other CMUs, the template is optional but recommended.

The template lists the elements that need to be included in the project execution plan at the very minimum. The Capacity Provider has the freedom to add any other information that he deems relevant.

	Requirements	Is the information automatically checked by ELIA when analyzing the Application Form?	Legal person	Natural person
Company details	Company [•] (**Name of Capacity Provider**) Quarterly report – [•] (Project Name) [•] (Submission Date)	No. The data is considered as true and accurate by ELIA.	X*	
	Legal status	No. The data is considered as true and accurate by ELIA.	X*	
	Address - Head Office	No. The data is considered as true and accurate by ELIA.	X*	
	Belgian Address	Yes. ELIA will check if the address is a Belgian address. The Capacity Holder is obliged to provide one if he intends to submit an investment file to CREG. [•] (Contact details of Capacity Provider)	X	
	Telephone	No. The data is considered as true and accurate by ELIA.	X	
	Fax	No. The data is considered as true and accurate by ELIA.	X	
	Registration Number (VAT)	Yes. ELIA will check if the VAT number is: — Not already used in another application form; — Part the European database or any other database in order to verify that it is a real VAT.	X*	
	Business Number	No. The data is considered as true and accurate by ELIA.	X*	
	Date of foundation (dd/mm/yyyy)	No. The data is considered as true and accurate by ELIA.	X	
Energy Identification Code (EIC number: [•] (CRM Actor ID)		No. The data is considered as true and accurate by ELIA.	X	
Bank Details	Company Name	No. The data is considered as true and accurate by ELIA.	X	
	E-mail address	No. The data is considered as true and accurate by ELIA.	X	X
	Bank Name	No. The data is considered as true and accurate by ELIA.	X*	X*
	Street	No. The data is considered as true and accurate by ELIA.	X	X
	Postal code	No. The data is considered as true and accurate by ELIA.	X	X
	City	No. The data is considered as true and accurate by ELIA.	X	X
	Country	No. The data is considered as true and accurate by ELIA.	X	X
	IBAN	No. The data is considered as true and accurate by ELIA.	X*	X*

	SWIFT / BIC	No. The data is considered as true and accurate by ELIA.	X*	X*
	Currency (ordering & invoicing)	No. The data is considered as true and accurate by ELIA.	X*	X*
Contact details	Language	No. The data is considered as true and accurate by ELIA.	X*	X*
	Civil status	No. The data is considered as true and accurate by ELIA.	X*	X*
	First Name	No. The data is considered as true and accurate by ELIA.	X*	X*
	Last Name	No. The data is considered as true and accurate by ELIA.	X*	X*
	Address of domicile	Yes. ELIA will check if the Capacity Holder provides a Belgian address if he intends to submit an investment file to CREG.		X*
	Function	No. The data is considered as true and accurate by ELIA.	X*	X*
	Telephone	No. The data is considered as true and accurate by ELIA.	X	X
	Mobile	No. The data is considered as true and accurate by ELIA.	X*	X*
	E-mail	No. The data is considered as true and accurate by ELIA.	X*	X*

Table A.6 - **of Content**

Key Milestone Overview of the Application Form requirements

In addition to the checks listed in the above table, ELIA verifies that the format of the provided data are compliant (e.g. the format of an e-mail address is XX@XX.XX or a phone number only includes numbers).

18.1.13   ANNEX A.13: PREQUALIFICATION FILE COMPLIANCE CHECK

The purpose of this annex is to list the criteria that ELIA will use for each requirement of section 5.2.2.1 to 5.2.2.3 to know whether the CRM Actor submitted a compliant Prequalification File (or a compliant change).

The criteria can lead to an inability to submit the Prequalification File (or the change) to ELIA because the check can be done instantly and automatically by the CRM IT Interface or to a rejection of the Prequalification File (or of its change) because the check is done manually by an ELIA's operator.

In any case, audits will be also organized randomly throughout the lifetime of the Prequalification File (including from the time the Prequalification File is submitted) in order to check in more detail the truthfulness and accuracy of the data provided by the CRM Actor. In the event that an erroneous data is identified during an audit, the principles of § 100 apply.

18.1.13.1 Requirements applicable to the Standard Prequalification Process

Crosses with an asterisk in the table below indicates the information the CRM Actor has the obligation to submit in the CRM IT Interface for the Prequalification File (or its change) to be considered as "approved" (as per § 88).

18.1.13.1.1 Requirements per Existing Delivery Point and Additional Delivery Point

Key Risk Analysis

Permit Overview

Key Milestone Overview

Milestone Name	Original Milestone Date	~~Delivery Point's status~~ Current Milestone Date	Status	Comment	
Requirements	**Is the information automatically checked by ELIA when analyzing the Prequalification File?**			**Existing**	**Additional**
Type of Delivery Point		~~No.~~ ~~The data is considered as true and accurate by ELIA.~~		~~X*~~	~~X*~~
Delivery Point's name		~~No.~~ ~~The data is considered as true and accurate by ELIA.~~		~~X*~~	~~X*~~
Single line diagram		~~Yes.~~ ~~ELIA checks if the combination rules (described in § 69) are respected thanks to the single line diagram.~~ ~~Providing a single line diagram is mandatory only for TSO-connected Delivery Points and for CDS-connected Delivery Points when the CDS is connected to the Elia Grid.~~		~~X~~	~~X~~
Technology		~~No.~~ ~~The data is considered as true and accurate by ELIA.~~		~~X*~~	~~X*~~
Linked Capacities		~~Yes.~~ ~~ELIA checks if these links are in line with the concept of Linked Capacity defined in Article 1 §2, 6° of the Royal Decree on Investment Thresholds and Eligible Investment Costs meant in Article 7undecies, §5 of the Electricity Act.~~		~~X~~	~~X~~
~~CDSO Declaration~~ **Spatial plan**	[•] (Date in DD/MM/YY)	[•] (Date in DD/MM/YY)	~~Yes.~~ ~~ELIA checks that the CDSO Declaration:~~ ~~is uploaded if the Delivery Point is a CDS-connected Delivery Point when the CDS is connected to the TSO grid;~~ ~~respects the template provided in annex 18.1.7;~~ ~~is signed by the CDS Operator and the CRM Candidate;~~ ~~is at least valid until the Auction gate opening time.~~ [•] (Select one	~~X~~ [•] (Any additional information regarding the milestones)	X

				of the following options) **[Achieved]** *OR* [**On Track**] *OR* [**Causing delay**] *OR* [**Causing residual delay**]	X*
					X*
Workforce and capacity planning					
~~EAN code(s) of the Access Point~~	~~Yes.~~ ~~ELIA checks that:~~ ~~- the provided EAN code(s) is(are) in ELIA's database of Access Points;~~ ~~- the related Delivery Point is properly connected to this (these) Access Point(s) on the basis of the information provided in the single line diagram.~~ Signature of the EPC contract	~~X*~~	~~X~~		
~~Agreement between Belgium and Adjacent Member State~~ Permitting Milestone	~~No,~~ ~~The data is considered as true and accurate by ELIA.~~	~~X~~	~~X~~		
~~*Declaration by the Eligible Foreign Capacity Holder*~~	~~No,~~ ~~The data is considered as true and accurate by ELIA.~~			~~X~~	~~X~~
~~EAN code(s) of the Delivery Point/Identification of the Delivery Point (for a CDS-connected Delivery Point)~~ Start of construction works	~~Yes.~~ ~~ELIA checks that:~~ ~~- **the provided EAN code is in ELIA's database of Access Points (if applicable)**~~ ~~- the provided EAN code(s) is(are) not already used in another Prequalification File.~~	~~X*~~	~~X~~		
~~*Expected Nominal Reference Power*~~	~~No.~~ ~~The data is considered as true and accurate by ELIA.~~			~~X*~~	
~~*CO₂ emission attestation*~~	~~Yes~~ ~~This information is shared with Federal Public Service Economy for advice.~~			~~X*~~	

~~CO₂ emission~~	~~Yes.~~ ~~This information is shared with Federal Public Service Economy for advice.~~			**X***	
~~Preferred Nominal Reference Power methodology~~	~~No.~~ ~~The data is considered as true and accurate by ELIA.~~			**X***	
~~Prequalification test profile for 3rd method~~	~~Yes.~~ ~~ELIA checks if:~~ ~~- the CRM Candidate provides a date while selecting 3rd method for the determination of the Nominal Reference Power;~~ ~~- the chosen test date is in line with the rules of paragraph 117.~~ **Final purchase order for the main equipment**	~~X~~			
~~Baseline adjustment~~ **Mechanical Completion**	~~No.~~ ~~The data is considered as true and accurate by ELIA.~~	**X***			
~~Unsheddable Margin~~ **Commissioning tests**	~~Yes.~~ ~~ELIA checks if the provided value for the Unsheddable Margin is not lower than the negative of the Nameplate capacity of generation and the negative of the maximal injection.~~	**X***			
~~Nameplate capacity of generation~~ **Final completion**	~~No.~~ ~~The data is considered as true and accurate by ELIA.~~	**X***			
~~Net offtake/ net injection~~	~~No.~~ ~~The data is considered as true and accurate by ELIA.~~			**X***	
~~Full technical injection Capacity~~	~~No.~~ ~~Data are considered as correct and accurate by ELIA.~~			**X***	
~~Full technical offtake Capacity~~	~~Yes.~~ ~~ELIA checks if the provided value for the Full technical offtake Capacity is lower or equal to than Expected Nominal Reference Power.~~			**X***	
~~Grid User Declaration~~	~~Yes.~~ ~~ELIA checks if the provided document:~~ ~~- respects the template provided in annex 18.1.5;~~ ~~- the Delivery Point(s) included in the declaration are not part of another declaration related to the CRM;~~ ~~- is signed by the CRM Candidate and the Grid User;~~ ~~- is valid at least until the Auction gate opening time.~~			**X**	

CDS User Declaration	Yes. ELIA checks if the provided document: — respects the template provided in annex 18.1.5; — the Delivery Point(s) included in the declaration are not part of another declaration related to the CRM; — is signed by the CRM Candidate and the CDS User; — is valid at least until the Auction gate opening time.	X	
Renouncing the operating aid	Yes. ELIA checks if the provided document: — is signed by the CRM Candidate; — is valid in case a Capacity Contract is signed.	X	
Declared Nominal Reference Power	No. The data is considered as true and accurate by ELIA.		X*
Existing connection capacity	Yes. ELIA checks if the provided value for the existing connection capacity correspond to the ones of the said Connection Agreement.		X
Information related to production permit	Yes. — in case of production permit required, ELIA checks if: • the document is signed by the CRM Candidate and the FPS Economy; • the production authorisation is valid at least until the notification of the Auction results; — in case of evidence of the submission of a request for a production authorisation, ELIA checks if: • the document is signed by the CRM Candidate and the FPS Economy; • the production authorisation has been submitted to FPS Economy at the latest fifteen Working Days following the publication of the instruction to organize an Auction as detailed at article 7undecies, §8, al. 4 of the Electricity Act. • The CRM Candidate disposes of the production authorization at the latest tweny Working Days before the Bids submission gate closure time in the framework of the Auction targeted at article 7undecies, §10 of the Electricity Act.	X	

Table A.7 - Overview of the requirements per Existing and Additional Delivery Points

In addition to the checks listed in the above table, ELIA verifies that the format of the provided data are compliant (e.g. the accepted granularity for provided numbers is 0,01 or an EAN includes only eighteen digits).

18.1.13.1.2 Requirements per Existing CMU, per Additional CMU and per Virtual CMU

(The Capacity Provider can add or remove milestones when necessary)

Key Risk Analysis

Risk Name	Description		~~CMU's status~~Likelihood	Impact			Mitigation plan
	Requirements	~~Is the information checked by ELIA when analyzing the Prequalification File?~~	~~Existing~~	~~Additional~~	~~Virtual~~		
~~Information linked to Financial Security~~[●] (Risk name)	~~Yes.~~ ~~For a cash payment, ELIA checks if:~~ ~~- the amount is in line with the rules defined in the chapter 11;~~ ~~- the bank account number corresponds to one of ELIA's account numbers.~~ ~~For a bank guarantee, ELIA checks if:~~ ~~- the amount is in line with the rules of the chapter 11;~~ ~~- the rating of the bank corresponds to the rules defined in the chapter 11;~~ ~~- the template used corresponds to the template of the annex 18.4.1;~~ ~~- the expiry date of the guarantee is in line with the rules of the chapter 11.~~ ~~For an affiliate guarantee, ELIA checks if:~~ ~~- the amount is in line with the rules of the chapter 11;~~ ~~- the rating of the parent company corresponds to the~~		~~X~~*[●] (Select one of the following options) [**Low**] *OR* [**Medium**] *OR* [**High**]	~~X~~*[●] (Select one of the following options) [**Low**] *OR* [**Medium**] *OR* [**High**]			~~X~~*[●] (Brief explanation on how the Capacity Provider will react if risk occurs)

	rules defined in the chapter 11; - the template used corresponds to the template of the annex 18.4.2; - a proof from an external legal firm that the guarantee is legal, valid, binding and enforceable is provided in addition to the template; - the expiry date of the guarantee is in line with the rules of the chapter 11. [•] (Short description of risk)				

Financial Security ID	Yes. ELIA checks if the provided ID exists and if the CRM Actor has a valid reason (in accordance with section 11.2) to not provide a Financial Security for the concerned CMU	X	X	
Opt-out Notification	Yes. ELIA checks if all the required questions (listed in annex 18.1.9 for an Opt-out Notification related to a Y-4 Auction and annex 18.1.10 for an Opt-out Notification related to a Y-1) are answered.	X	X	
Project ID	Yes. When the CRM Candidate provides himself a Project ID, ELIA checks if this project ID already exists in the database of Prequalification Files that were already sent a file to CREG.		X	
Choice of a Derating Factor	No. The data is considered as true and accurate by ELIA.	X*	X*	
Project execution plan	No. The data is considered as true and accurate by ELIA.		X*	X*
Expected start date of the project	No. The data is considered as true and accurate by ELIA.		X*	

Declared Eligible Volume	~~Yes.~~ ~~ELIA checks that the Declared Eligible Volume is:~~ ~~- Higher than or equal to the minimum Capacity threshold defined by the Royal Decree on the Eligibility Criteria for the eligibility criteria related to the support measures and minimum threshold meant in Article 7undecies §4 2° of the Electricity Act;~~ ~~- Lower than or equal to the threshold set under Article 7undecies §6 alinea 1st of the Electricity Act.~~			**X***
Information for 2nd method (Nominal Reference Power determination)	~~Yes.~~ ~~ELIA checks if:~~ ~~- no other method (1st and 3rd method) has been selected by the CRM Candidate for the Delivery Point(s) part the related CMU;~~ ~~- a date has been provided and this date is within a twelve months period, which ends as of the Prequalification File submission date.~~	**X**		
Link with a Virtual CMU	~~Yes.~~ ~~ELIA checks if the ID provided corresponds to the ID of a Transaction made in the Primary Market for a Virtual CMU.~~	**X**		
Participation to the Primary Market or the Secondary Market	~~No.~~ ~~The data is considered as true and accurate by ELIA.~~	**X***		
Technical agreement	~~No.~~ ~~The data is considered as true and accurate by ELIA.~~		**X**	
EDS ID related to the technical agreement	~~Yes.~~ ~~ELIA checks if the provided ID exists in the ELIA's database of technical agreements.~~		**X**	

~~Table A.8 - Overview of the requirements per Existing, Additional and Virtual CMUs~~

~~18.1.13.2~~ ~~Fast Track Prequalification Process~~

~~Crosses with an asterisk in the table below indicates the information the CRM Candidate has the obligation to submit in the CRM IT Interface for the Prequalification File to be considered as "approved" (as per section 5.3).~~

(The Capacity Provider can add more rows depending on the amount of perceived risks)

Permit Overview

Requirements	Is the information checked by ELIA when analyzing the Prequalification File?	Existing	Additional
~~Type of Delivery Point~~	~~No. The data is considered as true and accurate by ELIA.~~	~~X*~~	~~X*~~
~~EAN code(s) of the Delivery Point/Identification of the Delivery point (for a CDS-connected Delivery Point)~~	~~Yes.~~ ~~ELIA checks that the provided EAN code is:~~ ~~in ELIA's database of Delivery Points;~~ ~~not already used in another Prequalification File.~~	~~X*~~	~~X~~
~~Delivery Point's name~~	~~No. The data is considered as true and accurate by ELIA.~~	~~X*~~	~~X*~~

~~EAN code(s)of the Access Point~~**Permit**	**Status**~~Yes.~~ ~~ELIA checks that:~~ ~~the provided EAN code is in ELIA's database of Access Points;~~ ~~the related Delivery Point is properly connected to this Access point on the basis of the information provided in the single line diagram.~~	~~X*~~**Impact on Transaction Period**	~~X~~**Mitigation Plan**

Requirements	Is the information checked by ELIA when analyzing the Prequalification File?	Existing	Additional
~~Fast Track Nominal Reference Power~~	~~No. The data is considered as true and accurate by ELIA.~~	~~X*~~	~~X*~~
~~Choice of a Derating Factor~~	~~No. The data is considered as true and accurate by ELIA.~~	~~X*~~	~~X*~~
~~Opt-out Notification~~	~~Yes.~~ ~~ELIA checks if all the required questions (listed in annex 18.1.9 for an Opt-out Notification related to a Y-4 Auction and annex 18.1.10 for an Opt-out Notification related to a Y-1) are answered.~~	~~X*~~	~~X*~~

~~CDSO Declaration~~[•] (Type of permit) [•] (File number)	~~Yes.~~ ~~ELIA checks that the CDSO Declaration:~~ ~~is uploaded if the Delivery Point is a CDS-connected Delivery Point when the CDS is connected to the TSO grid;~~ ~~respects the template provided in annex 18.1.7;~~ ~~is signed by the CDS Operator and the CRM Candidate;~~ ~~is at least valid until the Auction gate opening time.~~ (Select one of the following options) [**Held**] *OR* [**Not Held**]	~~x~~[•] (if relevant: describe how lack of permit would impact the Transaction Period)	~~x~~[•] (if relevant: describe how the Capacity Provider aims to resolve a lack of permit)

Grid User Declaration	~~Yes.~~ ~~ELIA checks if the provided document:~~ — ~~respects the template provided in annex 18.1.5;~~ — ~~the Delivery Point(s) included in the declaration are not part of another declaration related to the CRM;~~ — ~~is signed by the CRM Candidate and the Grid User;~~ — ~~is valid at least until the Auction gate opening time.~~	~~X~~	
CDS User Declaration	~~Yes.~~ ~~ELIA checks if the provided document:~~ — ~~respects the template provided in annex 18.1.5;~~ — ~~the Delivery Point(s) included in the declaration are not part of another declaration related to the CRM;~~ — ~~is signed by the CRM Candidate and the CDS User;~~ — ~~is valid at least until the Auction gate opening time.~~	~~X~~	

(The Capacity Provider can add more rows depending on the amount of required permits)

Signature ~~*Table A.9 - Overview of the requirements for the Fast Track Prequalification Process*~~

Function:

Date:

18.1.14~~18.1.7~~ ANNEX A.~~14.~~7 NOMINAL REFERENCE POWER DETERMINATION ~~WITH 1st & 3rd METHODs~~

This annex aims to represents the way the Nominal Reference Power of a Delivery Point is determined by using the 1st method (Use of historical data) or the ~~3rd~~2nd method (prequalification test). The graphs below serve only as examples and are not based on actual data.

In the event that the CRM Actor choses the 1st method for determining a Nominal Reference Power, the first step is to extract the quarter-hourly measurements related to a Delivery Point over a certain period of time. If the Delivery Point is connected to the grid since more than twelve months, this period is equal to twelve months. If not, the period starts with the date of the first injection or offtake into the Grid and ends with the approval of the Prequalification File.

The second step is to divide the time period into time series of thirty six hours (starting from 12:00 pm until 11:45 pm of the following day) and to determine the highest power variation during each of these thirty six hours. How this variation is determined depends on whether the Delivery Point is a consuming, injecting or both.

Finally, the third step is to determine the Nominal Reference Power of the Delivery Point by taking the highest power variation among all the power variation identified for each of the time series of thirty-six hours.

If the CRM Actor choses the ~~3rd~~2nd method for determining a Nominal Reference Power, only the second and the third steps apply.

## 18.1.14.1~~18.1.7.1~~ Illustration with an offtake Delivery Point

18.1.14.1.1~~18.1.7.1.1~~ Step 1 – Historical data:

The following graph represents the quarter-hourly measurement for a consumption Delivery Point over twelve months.

Metering data over a 1-year period - Offtake

Evolution in time (in 15-minutes time series)
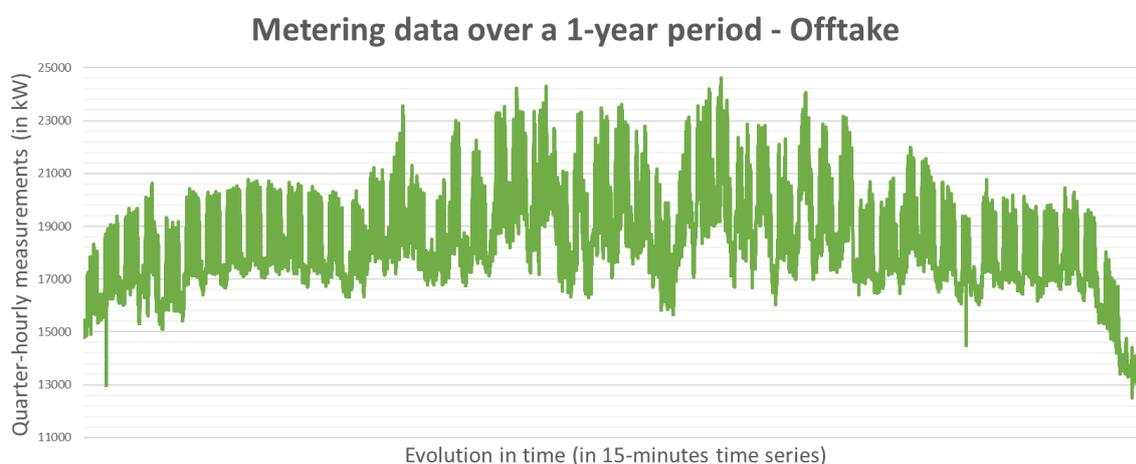
~~18.1.14.1.2~~18.1.7.1.2 Step 2[57] – Zoom on one period of thirty-six hours:

The graph below is an extension of the period from March 24 at 12:00 pm to March 25 at 11:45 pm.

Metering data from 24/03 12:00 to 25/03 23:45 - Offtake
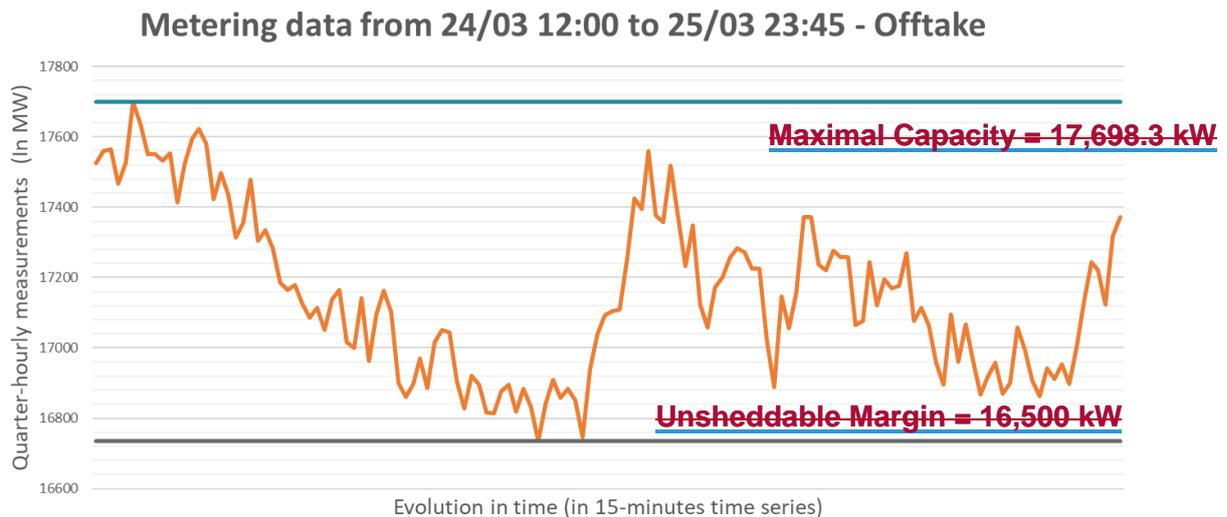
The Nominal Reference Power of the Delivery Point for the period going from March 24th 12:00 to March 25th 23:45 is obtained by determining the highest power variation. In case of offtake, this variation is done by making the difference between the highest quarter-hourly measurement and the maximum between the Unsheddable Margin (communicated by the CRM Candidate into the Prequalification ~~file~~File: 16,500 kW) and the lowest quarter-hourly measurement.

$$Nominal\ Reference\ Power_{period\ x} = 17{,}698.3 - Max\ (16{,}500; 16{,}743.74) = 954.56\ kW = 0.95 MW$$

~~18.1.14.1.3~~18.1.7.1.3 Step 3 – Maximum of all (365) periods

In this way, to determine the Nominal Reference Power of the Delivery Point – used for the CRM – ELIA selects the highest Nominal Reference Power amongst three hundred and sixty-five (366 in case of leap year) calculations, over a twelve months period of time:

$$NRP_{Delivery\ Point} = Max\ \left(NRP_{period\ 1}; NRP_{period\ 2}; ...; NRP_{period\ 365}\right) = 1{,}25 MW$$

---

[57] In the event that the CRM Candidate choses the ~~3rd~~2nd method (section 1.1.1.1.1.1.1) for determining a Nominal Reference Power, ELIA will go straight and only to this step two as the CRM Candidate does not want to use the historical data.

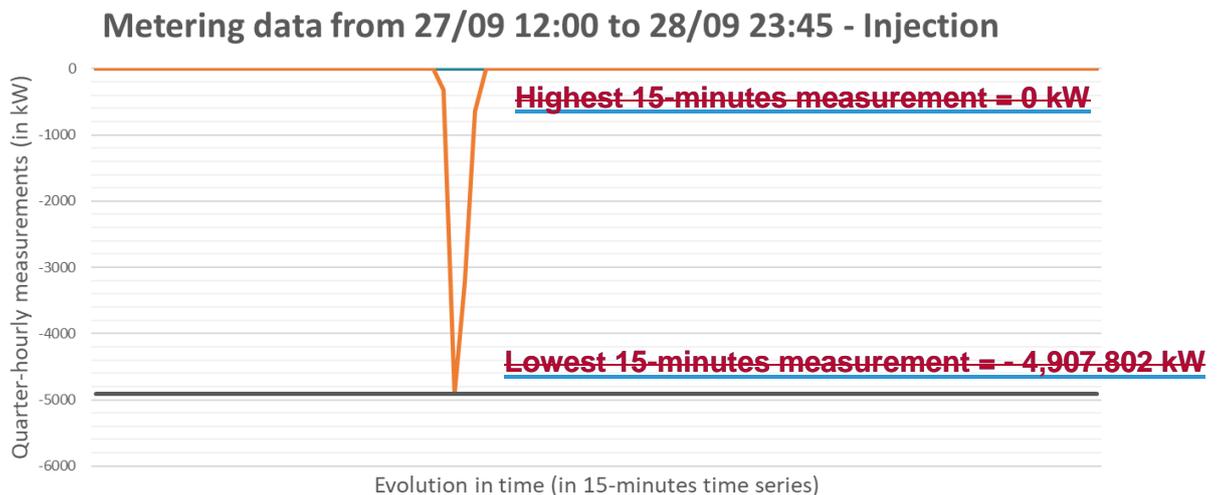### ~~18.1.14.2~~18.1.7.2   Illustration with an injection Delivery Point

~~18.1.14.2.1~~18.1.7.2.1   Step 1 – Historical data:

The following graph represents the quarter-hourly measurement for ~~a consumption~~an injecting Delivery Point over twelve months.

Metering data over a 1-year period - Injection
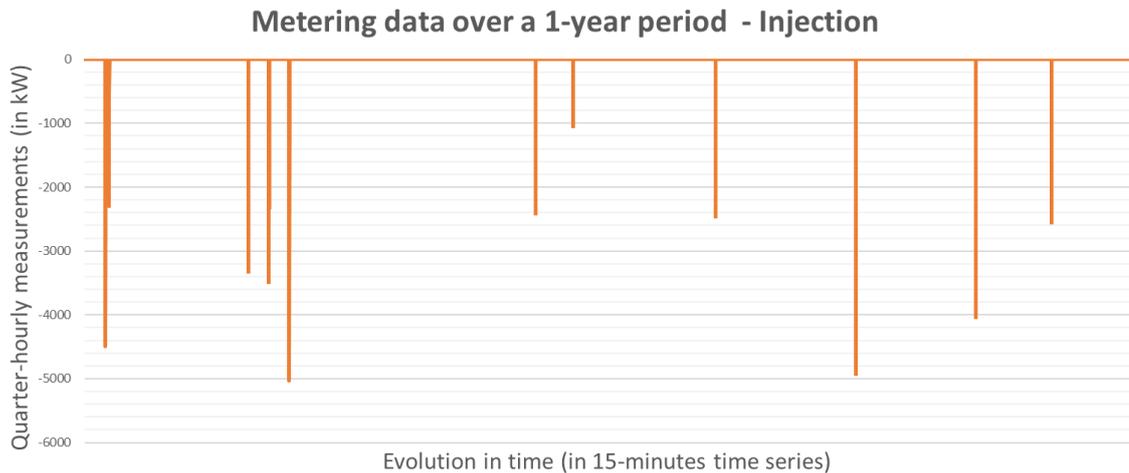
~~18.1.14.2.2~~18.1.7.2.2 Step 2[58] – Zoom on one period of 36 hours:

The graph below is an extension of the period from September 27 at 12:00 to September 28 at 23:45.

Metering data from 27/09 12:00 to 28/09 23:45 - Injection

~~Highest 15-minutes measurement = 0 kW~~

~~Lowest 15-minutes measurement = - 4,907.802 kW~~

To evaluate the Nominal Reference Power of a Delivery Point which is injecting electricity in the grid, ELIA determines the highest power variation. In case of injection, this variation is

---

[58] In the event that the CRM Candidate choses the ~~3rd~~2nd method (section 1.1.1.1.1.1.1) for determining a Nominal Reference Power, ELIA will go straight and only to this step two as the CRM Candidate does not want to use the historical data.

done by making the absolute value of the difference between the lowest quarter-hourly measurement and the minimum between the highest quarter-hourly measurement and zero.

$$Nominal\ Reference\ Power_{period\ x} = |-4{,}907.802 - Min(0\ ;\ 0)| = 4{,}907.802\ kW = 5\ MW$$

### ~~18.1.14.2.3~~18.1.7.2.3 Step 3 – Maximum of all (365) periods

In this way, to determine the Nominal Reference Power of the Delivery Point – used for the CRM – ELIA selects the highest Nominal Reference Power amongst the three hundred and sixty-five (366 in case of leap year) calculations, over a twelve months period of time:

$$NRP_{Delivery\ Point} = Max\left(NRP_{period\ 1}; NRP_{period\ 2}; ...; NRP_{period\ 365}\right) = 5{,}03\ MW$$

~~18.1.14.3~~18.1.7.3 Illustration with both injection and offtake Delivery Point

~~18.1.14.3.1~~18.1.7.3.1 Step 1 – Historical data:

The following graph represents the quarter-hourly measurement for a Delivery Point which is both injecting and consuming on the ELIA Grid over a period of twelve months.

Metering data over a 1-year period – Injection/offtake
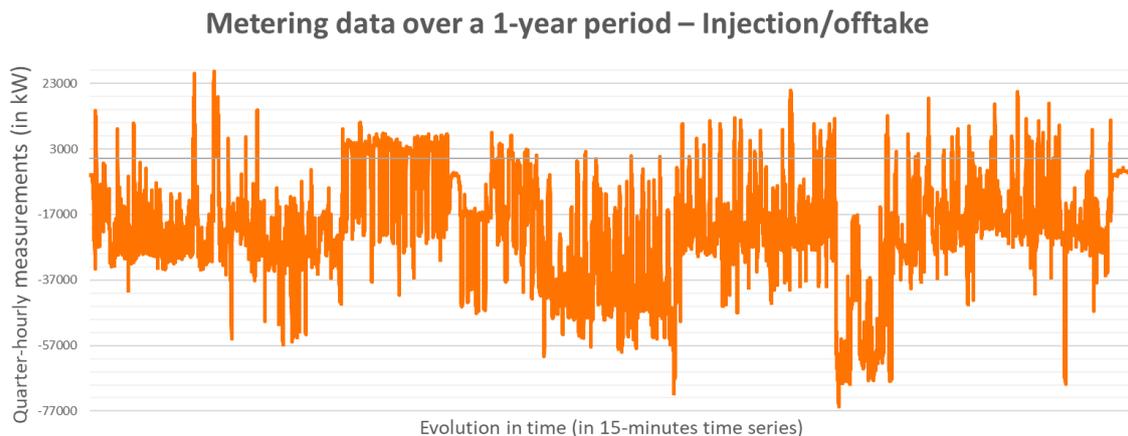
The positive data refers to consumption in the grid and the negative data to the injection on the grid.

~~18.1.14.3.2~~18.1.7.3.2 Step 2[59] – Zoom on one period of 36 hours:

The graph below is an extension of the period from January 03 at 12:00 to January 04 at 23:45.

---

[59] In the event that the CRM Candidate choses the ~~3rd~~2nd method (section 1.1.1.1.1.1.1) for determining a Nominal Reference Power, ELIA will go straight and only to this step two as the CRM Candidate does not want to use the historical data.

Metering data from 03/01 12:00 to 04/01 23:45 - Injection/offtake
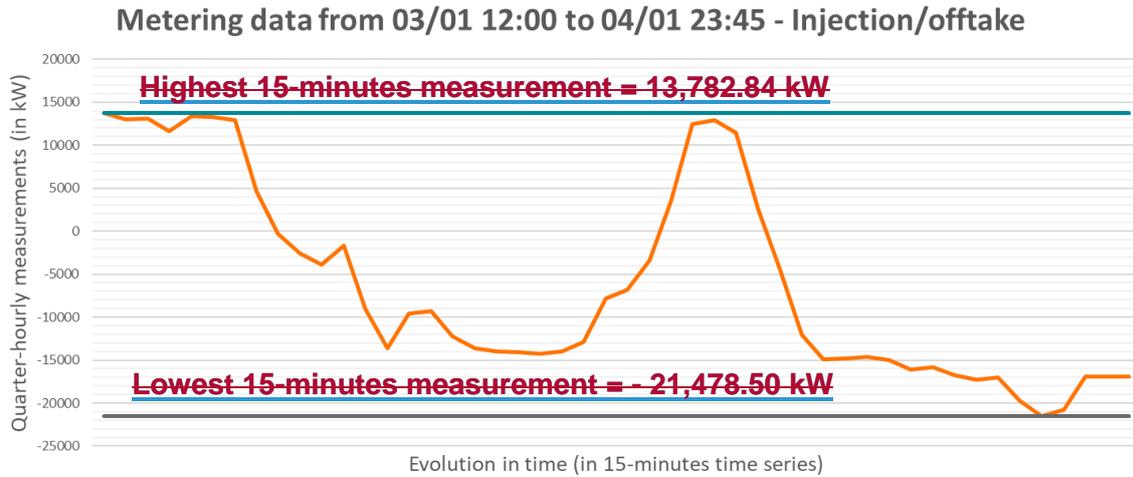
To evaluate the Nominal Reference Power of a Delivery Point combining injection and offtake over a specific period of time (as represented in the graph above), ELIA makes the difference between the highest quarter-hourly measurement and the maximum between the Unsheddable Margin (communicated by the CRM Candidate into the Prequalification ~~file~~File : 0 kW) and the lowest quarter-hourly measurement.

$$Nominal\ Reference\ Power_{period\ x} = 13{,}782.80 - Max(0\ ;\ -21{,}478.54) =\ 35{,}261.34\ kW = 35.26 MW$$

~~18.1.14.3.3~~18.1.7.3.3 Step 3 – Maximum of all (365) periods

In this way, to determine the Nominal Reference Power of the Delivery Point – used for the CRM – ELIA selects the highest Nominal Reference Power amongst the three hundred and sixty-five (366 in case of leap year) calculations, over a twelve months period of time:

$$NRP_{Delivery\ Point} = Max\left(NRP_{period\ 1}; NRP_{period\ 2}; \dots; NRP_{period\ 365}\right) = 57{,}05 MW$$

~~18.1.15~~18.1.8 ANNEX A.~~15~~8: REMAINING ELIGIBLE VOLUME

This annex aims to resume schematically what is a Remaining Eligible Volume in some different possible cases. Of course, a combination of these cases is also possible in practice. In such circumstances, ELIA applies the corresponding combination of the rules to determine the Remaining Eligible Volume.

~~18.1.15.1~~18.1.8.1 Illustration 1: Contracted Capacity lower than the Eligible Volume

The following diagram includes four situations that could happen following the Auction Y-4 of 2021 (the presented examples can be applied to other Auction years). The Capacity Provider contracted some Capacities for the Delivery Period 1 in example 1, 2 and 3 and for the Delivery Period 2 in example 4.
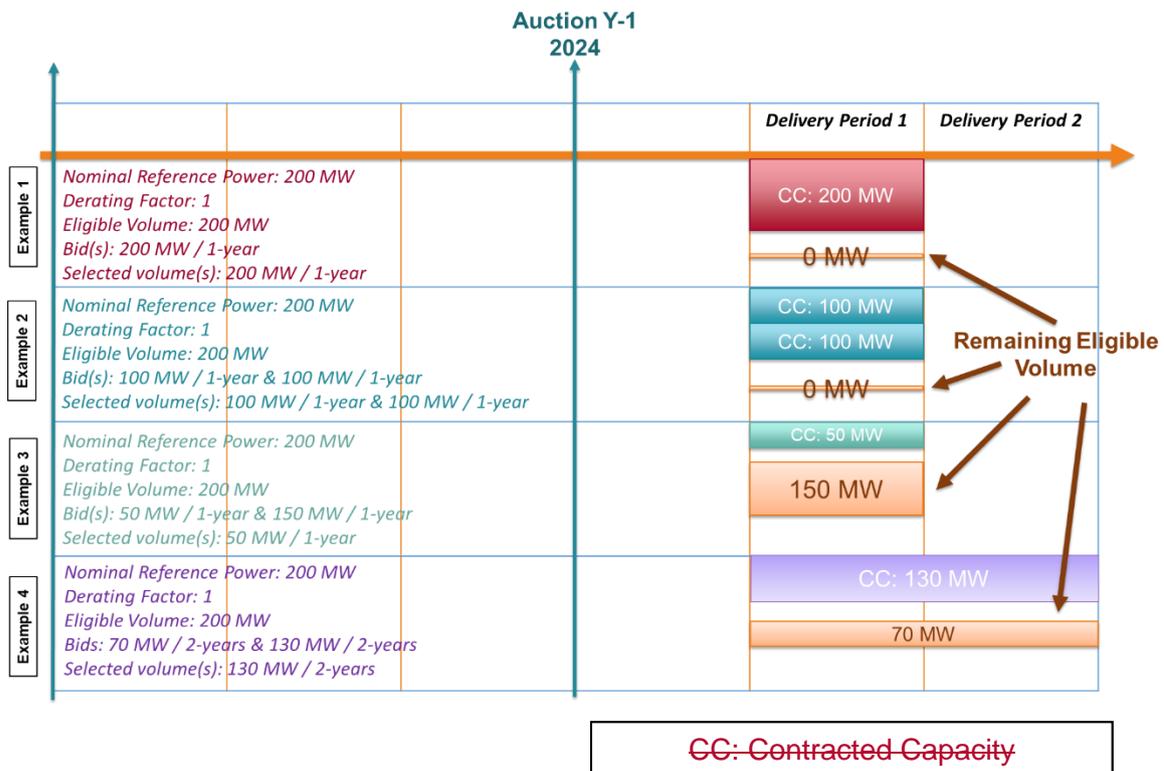
The Remaining Eligible Volume of the four examples represents the maximum capacity of a Transaction on the Primary Market that the Capacity Provider can contract for the Delivery Period 1 in the case of examples 1, 2 and 3 and for the Delivery Period 2 in the case of example 4. This volume differs from the Eligible Volume because the Capacity Provider already contracted a Capacity for the same Delivery Period(s):

$$[Remaining\ Eligible\ Volume]_{CMU,TP}$$
$$= Max\left(0\ ;\ [Eligible\ Volume]_{CMU} - [Total\ Contracted\ Capacity]_{CMU,TP}\right)$$

In the above examples, the Remaining Eligible Volume is equal to:

$Max\ (0\ ;\ 200 - 200) = 0\ MW$, for example 1;

$Max\ (0\ ;\ 200 - [100 + 100]) = 0\ MW$, for example 2;

$Max\ (0\ ;\ 200 - 50) = 150\ MW$, for example 3;

$Max\ (0\ ;\ 200 - 130) = 70\ MW$, for example 4.

~~18.1.15.2~~18.1.8.2 Illustration 2: Increase of the Derating Factor over time

The following diagram includes two situations that could happen following the Auction Y-4 of 2021 (the presented examples can be applied to other Auction years). The Capacity Provider contracted some Capacities for the Delivery Period 1 and for the Delivery Period 2.
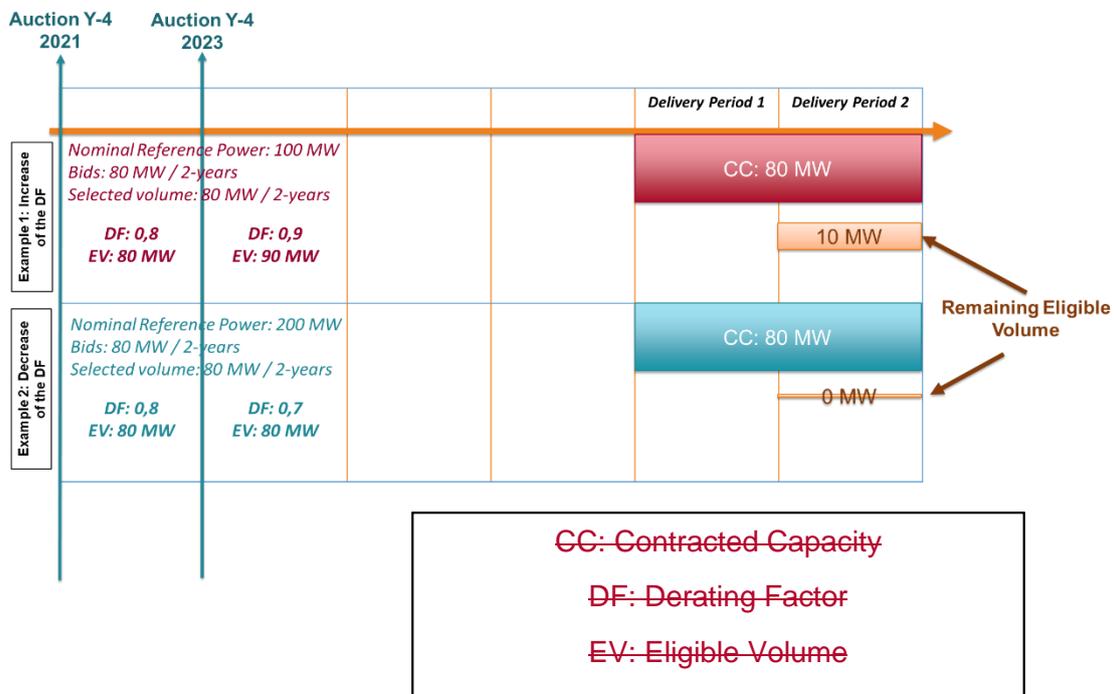
The Remaining Eligible Volume of the two examples represents the maximum capacity of a Transaction on the Primary Market that the Capacity Provider can contract for the Delivery Period 2. This volume differs from the Eligible Volume because the Capacity Provider already contracted a Capacity for the same Delivery Period(s):

$$[Remaining\ Eligible\ Volume]_{CMU,TP}$$
$$= Max\ \big(0\ ;\ [Eligible\ Volume]_{CMU} - [Total\ Contracted\ Capacity]_{CMU,TP}\big)$$

In the above examples, the Remaining Eligible Volume is equal to:

$Max\ (0\ ;\ 90 - 80) = 10\ MW$, for example 1;

$Max\ (0\ ;\ 70 - 80) = 0\ MW$, for example 2.

18.1.1618.1.9 ANNEX A.179: COOPERATION AGREEMENT ELIA – CDSO ON THE EXCHANGE OF DATA REQUIRED FOR THE PROVISION OF THE SERVICE

Between:

ELIA Transmission Belgium SA/NV, a company incorporated under Belgian law with its registered office at Boulevard de l'Empereur 20, B-1000 Brussels, registered under company number 731.852.231 and represented by its duly authorized agents XXX and XXX,

hereinafter referred to as 'ELIA'

and

[••••], a company established under [••••] law with the company registration number [••••], having its registered office at [•••••], validly represented in this matter by .... and ...., in their respective capacities of .... and ....,

hereinafter referred to as the 'Closed Distribution System Operator' as identified in Appendix 146 of the access contract concluded with ELIA (reference ....).

ELIA and/or the Closed Distribution System Operator may also be referred to individually as the 'Party' or jointly as the 'Parties'.

Whereas:

- ELIA has been appointed as grid operator at Belgian federal and regional level.

- the Closed Distribution System Operator operates a Closed Distribution System as identified in Appendix 146 of the access contract concluded with ELIA (reference ...., hereinafter referred to as the 'Access Contract').

- within the framework of the Capacity Remuneration Mechanism (hereinafter referred to as the 'CRM'), ELIA organizes an Auction for which a ministerial instruction has been issued pursuant to the Electricity Act. In view of the CRM, the Closed Distribution System UserCRM Candidate has initiated the Prequalification Process in order to make a Transaction and provide the Service pursuant to the Functioning Rules applicable to the relevant Delivery Period (hereinafter referred to as the 'Functioning Rules').

- as the Delivery Point is located within the Closed Distribution System, this cooperation agreement between ELIA and the Closed Distribution System Operator sets out the Parties' rights and obligations needed to allow the Closed Distribution System UserCRM Candidate to participate in the provision of the Service. This cooperation agreement outlines the operational terms and conditions governing the exchange of metering data between ELIA and the Closed Distribution System Operator concerning the energy flows specific to the supply thereof.

- this cooperation agreement is concluded between ELIA and the Closed Distribution System Operator ~~prior to the prequalification of the Delivery Point(s) in question by the CRM candidate (hereinafter referred to as the 'CRM Candidate').~~ (i.e. signed by both parties) at the latest 35 Working Days after the submission of the Prequalification File. This CRM Candidate may be the Closed Distribution System User or may take over the Closed Distribution System User's Delivery Point, possibly as part of a portfolio of Delivery Points.

The following has been agreed:

ARTICLE 1: CONNECTION TO THE ACCESS CONTRACT

The Closed Distribution System Operator must have signed Appendices ~~14~~6 and ~~14bis~~6bis of the Access Contract with ELIA prior to concluding this cooperation agreement.

This cooperation agreement outlines the Parties' rights and obligations regarding the operational terms and conditions governing the exchange of metering data between ELIA and the Closed Distribution System Operator concerning the energy flows specific to the provision of the Service as well as communication of other specific data necessary for the provision of said Service. They supplement those rights and obligations set out in the Access Contract concluded by ELIA and the Closed Distribution System Operator, particularly in Appendix 14 of said Access Contract. In case of conflict of interpretation between this cooperation agreement and one or more provisions of the Access Contract, the provisions of the Access Contract prevail.

Each Party is aware of the mutual coherence between this cooperation agreement, the Access Contract and the Capacity Contract concluded after the Transaction Validation Date of a first Transaction by the Capacity Provider and ELIA, all of which are essential for the implementation of this cooperation agreement. The Parties ensure that the proper implementation of this cooperation agreement is based on the existence and proper implementation of the necessary contracts with the third parties concerned, and that these contracts take into account, as and where necessary, the obligations imposed by this cooperation agreement.

This cooperation agreement also forms part of the Functioning Rules, which must be adhered to for the provision of the Service.

ARTICLE 2: DEFINITIONS

The various terms used in this cooperation agreement, whether capitalized or not, are to be understood within the meaning of the concepts defined in the Electricity Act, the decrees and/or ordinances relating to the organization of the electricity market, the Functioning Rules and/or the various applicable grid codes, as well as, on a secondary and subsidiary basis, the Access Contract.

ARTICLE 3: PURPOSE OF THE AGREEMENT

This cooperation agreement governs the Parties' rights and obligations to allow the Closed Distribution System User to provide the Service, with regard to the operational terms and conditions governing the exchange of metering data between ELIA and the Closed Distribution System Operator.

The Closed Distribution System User is located on the following Closed Distribution System:

Name of the Closed Distribution System	~~ELIA access point~~Access Point (EAN code)	Address of the Closed Distribution System site

The Closed Distribution System User(s) covered by this cooperation agreement is/are:

[••••], a company established under [••••] law with the company registration number [••••], having its registered office at [•••••]

[••••], a company established under [••••] law with the company registration number [••••], having its registered office at [•••••]

A list of the Delivery Point(s) from which the Service is provided and concerned by the exchange of metering data and the communication of other specific data necessary for the provision of this Service is provided below. Prior to the activation of the Service, the Delivery Point(s) must possess a meter that satisfies the technical requirements set out in the applicable grid code as a minimum.

Annex 2.1 contains all the technical details concerning these Delivery Points, including the list of the individual meters associated with the Delivery Point(s) in question and the corresponding metering equation where applicable, for example when several meters are associated with a single Delivery Point.

At ELIA's request and when required, pursuant to Article 6 of this agreement, the Closed Distribution System Operator shall also provide the contractual information described in Annex 2.2 for the specified Delivery Point(s) associated with the provision of the Service.

ARTICLE 4: GENERAL OBLIGATIONS CONCERNING THE EXCHANGE OF METERING DATA

4.1. Obligations concerning the exchange of metering data

Pursuant to Article ~~3.2~~5 of Appendix ~~14~~6 of the Access Contract concluded between ELIA and the Closed Distribution System Operator, the Closed Distribution System Operator provides ELIA with the metering data recorded by the meters associated with the Delivery Point(s) in question using the protocols and data exchange formats specified in Annex 1 of this cooperation agreement.

Pursuant to Article ~~3~~5 of Appendix ~~14~~6 of the Access Contract concluded between ELIA and the Closed Distribution System Operator and to Article 5.3 of this cooperation agreement, the Closed Distribution System Operator shall be liable for the correct values and validation of the metering data communicated to ELIA. Such data shall comprise metering data associated with the Delivery Point(s) in question and with the corresponding CDS Market Access Point(s) as per Annex 2.1.

The Closed Distribution System Operator shall be responsible for installing, managing, maintaining and inspecting the meters belonging to its closed distribution system, as well as the data management systems used to communicate and exchange with ELIA those metering data referred to in this cooperation agreement. Any and all costs associated with the collection, validation and communication of metering data under this cooperation agreement shall be borne by the Closed Distribution System Operator and/or the Closed Distribution System User, based on any agreements concluded between them.

4.2. Confidentiality and ownership of metering data concerning the User of the Closed Distribution System and of other information communicated for the purpose of the provision of the Service

The Closed Distribution System Operator declares that it has received explicit authorization from the Closed Distribution System User to send to ELIA the metering data (quarter-hourly values of active power) for its Delivery Point and the corresponding CDS Market Access Point, as well as the additional information necessary for the provision of the Service pursuant to the templates in Annexes 2.1 and 2.2.

Such authorization is set down in the CDSO Declaration that the CRM Candidate submits to ELIA as part of the Prequalification File.

This specific communication takes place in line with the confidentiality obligation which the Parties are bound to observe with regard to data of the Closed Distribution System User. Furthermore, the Parties accept that the confidentiality of the data cannot be invoked between them, nor with regard to the Closed Distribution System User and/or the CRM Candidate when the latter is not the Closed Distribution System User, all of whom are involved in the implementation of this cooperation agreement.

The communication of the data of the Closed Distribution System User to ELIA shall under no circumstances entail a transfer of ownership of said data to ELIA or the Closed Distribution System Operator.

ARTICLE 5: IMPLEMENTATION OF METHODS FOR COMMUNICATING AND EXCHANGING METERING DATA

5.1. Tests ~~and certificates of conformity~~ for meters

The methods for communicating and exchanging data as set out in Annex 1 must be authenticated, tested, implemented and functional between the Parties ~~prior to the successful completion of the prequalification of the related Delivery Point(s).~~

- prior to the successful completion of the prequalification of the related Delivery Point(s) in the case of Existing Delivery Point(s) and

- in the process of conversion of the Additional Delivery Point(s) into (an) Existing Delivery Point(s)(see section 8.6.1).

The Closed Distribution System Operator and ELIA shall organize the tests needed in order to implement the methods for communicating and exchanging data prior to the end of the Prequalification Process of the Delivery Point(s) in question.

The Closed Distribution System Operator shall contact ELIA to deal with the practical organization of these tests. Each Party shall bear any costs that it incurs in relation to the communication tests.

5.2. Checking metering data and means of communication

Throughout the provision of the Service, ELIA has the right to test/inspect (or have others test/inspect), at any time and with prior justification, each of the elements involved in the transmission of metering data, including the meters listed in Annex 2.1 and the metering data management/validation system of the Closed Distribution System in order to verify that they meet the criteria set out in this cooperation agreement and/or the technical documents

describing the provision of the Service.

In case the test results highlight problems with the metering data, particularly with regard to the conformity of the meters or the processes for transmitting metering data, ELIA and the Closed Distribution System Operator shall consult one another to find appropriate operational solutions.

During the term of this cooperation agreement, the Parties undertake to notify one another, as quickly as possible, should one Party become aware of any event or information which said Party can reasonably assume will likely have an unfavorable impact on the other Party's fulfilment of its obligations.

5.3. Liability

As an exception to Article 1 of this cooperation agreement, the liability regime applicable between the Parties is ~~that~~as detailed below.

The Party responsible shall compensate the other Party for all demonstrable costs incurred by the latter and arising directly from these prejudicial situations as well as all demonstrable costs which it might be required to pay to a third party, where necessary, owing to the occurrence of these situations:

- The meters, the methods for communicating metering data or the metering data themselves, as well as the other necessary additional information as per Annex 2.2, do not appear to comply with the criteria set out in this cooperation agreement and/or the technical documents describing the provision of the Service.

- One of the Parties experiences problems regarding the data or the exchange of data referred to in this cooperation agreement that would prevent the ~~active energy volume notification for the~~ provision of the Service ~~within~~, the Availability Monitoring and/or the ~~perimeter of the access responsible party or parties in question or would in any way disrupt the activation of the provision of the Service~~Availability Testing, including delays or errors in the transmission of the metering and/or allocation data to ELIA in relation to the criteria set out in Annex 1.

- There is a delay affecting the installation of the equipment required to ensure the conformity of the meters or the transmission of the metering data, this delay being caused by a serious error on the part of the Closed Distribution System Operator or the Closed Distribution System User who provides the Service to ELIA, making it difficult or impossible to provide the Service.

- One of the Parties fails to honor the other obligations set out in this cooperation agreement, provided that the principle of damage limitation is not adhered to.

Said demonstrable costs are hereinafter referred to as 'Damage'.

The Parties are liable to one another only for Damage caused by fraud, willful misconduct or gross negligence committed by one of the Parties against the other under this cooperation agreement.

Total liability for Damage due to gross negligence is capped at €1 million per instance of Damage per year and at €5 million per year for all claims from the Parties and third parties that are based entirely or primarily on the same confirmed or suspected cause. Claims from the Parties and third parties shall, where appropriate, be settled proportionately.

This limitation of liability shall not apply to Damage caused by fraud or willful misconduct.

During the term of this cooperation agreement, the Parties shall make every effort to avoid and, where necessary, limit any Damage caused by one Party and affecting the other. In case of an incident or event giving rise to one of the Parties' liability, the Parties shall consult one another to take all appropriate measures that may reasonably be expected of them in order to limit the Damage to the other Party.

5.4. Data hierarchy

The Parties expressly acknowledge that the metering data collected by ELIA via Headmetering as specified in the Connection Contract between ELIA and the Closed Distribution System Operator shall be considered the single and universal reference for ELIA's invoicing of energy to the Closed Distribution System Operator, as per the Access Contract concluded by the Parties, and the Closed Distribution System Operator shall under no circumstances be able to challenge these data on the basis of data from the Delivery Points.

ARTICLE 6 OBLIGATION CONCERNING CONTRACTUAL INFORMATION FOR THE DELIVERY POINTS IN QUESTION

The Closed Distribution System Operator shall ensure that the Closed Distribution System User providing the Service to ELIA has ~~an access~~a balancing responsible party for its Delivery Point prior to the provision of the Service pursuant to Article ~~4.2~~5.1 of Appendix ~~14~~6 of the Access Contract.

~~Prior to the start of the provision of the Service, the Closed Distribution System Operator informs ELIA of the name of the access responsible party (or parties) and energy supplier relevant to the Delivery Point(s) of the Closed Distribution System User providing the Service to ELIA, said Delivery Point(s) being specified in Annexes 2.1 and 2.2 of this cooperation agreement.~~

~~Should the access responsible party (or parties) and/or the energy supplier of the Delivery Point(s) change during the period of the provision of the Service, the Closed Distribution System Operator must update this information by sending ELIA their name(s) no later than five days before the actual change, provided that the Closed Distribution System Operator is informed of this change within this timeframe by the Closed Distribution System User.~~

The information communicated to ELIA in accordance with the template in Annex 2.2 shall only be valid for the duration of the provision of the Service. Should the Service be renewed, the Closed Distribution System Operator shall resend this information to ELIA in accordance with the template in Annex 2.2, even if this information has not changed.

Furthermore, if the Delivery Point covered by this cooperation agreement is excluded from the provision of the Service pursuant to the Capacity Contract or the Functioning Rules for any reason whatsoever, ELIA shall notify the Closed Distribution System Operator as soon as possible.

ARTICLE 7 RECORDINGS

As most of the information exchanged between the Parties under this agreement may, in one way or another, influence ELIA's management of its grid, it is important to have sufficient traces of such exchanges. The Parties consequently accept that oral communication, including telecommunication, is recorded. The Parties shall inform their representatives and employees, who may communicate with the other Party through such means, that their conversations are

recorded. The Parties shall take appropriate measures to keep these recordings safe and to limit access thereto to those who have a reasonable need thereof. The recordings in question shall at no time be used for any claim whatsoever against any natural person.

ARTICLE 8 INFORMATION ON THE RISK OF LOAD TRANSFER WITHIN THE CLOSED DISTRIBUTION SYSTEM

Pursuant to Article 6~~4~~ of Appendix ~~14~~6 of the Access Contract concluded between ELIA and the Closed Distribution System Operator, the Closed Distribution System Operator shall inform ELIA, prior to the conclusion of the contract for the provision of the Service, whether the load of the User of the Closed Distribution System ~~providing the Service~~ as the Capacity Provider or for the Capacity Provider based on the CDS User Declaration could be switched to another point on the Closed Distribution System ~~upon activation of flexibility~~when providing the Service, for Availability Monitoring or for Availability Testing . In this case, the Closed Distribution System Operator shall inform ELIA, at ELIA's request, of any switching of the load of the User of the Closed Distribution System ~~providing the Service~~as the Capacity Provider or for the Capacity Provider based on the CDS User Declaration, of which the Closed Distribution System Operator becomes aware ~~upon activation of flexibility~~when providing the Capacity Provider's Service, for Availability Monitoring or for Availability Testing.

Should the Closed Distribution System Operator fail to fulfil this obligation, it shall be liable to ELIA for any damaging consequences, pursuant to Article 5.3 of this cooperation agreement, without prejudice to any recourse by the Closed Distribution System Operator against the User of the Closed Distribution System in the event of a breach by the latter of its obligation not to transfer the load.

ARTICLE 9 AGREEMENT ~~TERM AND~~ AMENDMENTS

~~This agreement shall come into force at midnight on [...] for an indefinite period of time. A Party may terminate the agreement by means of registered letter addressed to the other Party, subject to a minimum notice period of [x] months from the first calendar day of the month following the month in which the registered letter was sent, given also that said minimum notice period is extended until the end (contractually agreed, where applicable, in advance) of the Capacity Contract. This does not affect the rights and obligations of the terminating Party during the notice period and does not automatically entitle the other Party to compensation.~~

ELIA may unilaterally amend this cooperation agreement in the event of changes to the Capacity Contract or the Access Contract in order to align it with these modified contracts, subject to a minimum notice period of ~~[x]~~6 months from the first calendar day of the month following the month in which the registered letter was sent. Rejection of the amended cooperation agreement before the expiry of the notice period automatically triggers the termination of this agreement, given also that said minimum notice period is extended until the end (contractually agreed, where applicable, in advance) of the Capacity Contract. In this case, the amended conditions of this cooperation agreement shall apply for the remaining term of the Capacity Contract.

ARTICLE 10 ENTRY INTO FORCE AND TERM

This agreement shall come into force for an indefinite period of time once it has been signed by both Parties, subject to the suspensive condition that all appendices have been sent to ELIA.

A Party may terminate the agreement by means of registered letter addressed to the other

Party, subject to a minimum notice period of 6 months from the first calendar day of the month following the month in which the registered letter was sent, given also that said minimum notice period is extended until the end (contractually agreed, where applicable, in advance) of the Capacity Contract. This does not affect the rights and obligations of the terminating Party during the notice period and does not automatically entitle the other Party to compensation.

Done in Brussels on [date] in duplicate, with each Party acknowledging receipt of one original copy.

ELIA System Operator NV/SA

Name:

Title:

[•]

Name:

Title:

APPENDIX 1 COMMUNICATION METHODS - DATA EXCHANGE FORMATS

The communication methods and formats of data exchanges between ELIA and the Closed Distribution System Operator are described in the document 'Metering data exchanges for CDS Operator', which is available here. available on the Elia website[60]

Link: http://www.elia.be/en/grid-data/extranet-for-customers/metering/technical-information

APPENDIX 2 FEATURES OF DELIVERY POINT METERING AND CONTRACTUAL INFORMATION CONCERNING THE DELIVERY POINTS IN QUESTION

2.1 Features of Delivery Point metering

The features of metering at the Delivery Points must be communicated to ELIA in the 'CDS Metering Technical Info Checklist'.

This checklist is formally communicated by the CRM Candidate to the Closed Distribution System Operator during the Prequalification Process, since the Closed Distribution System Operator must complete this document to allow the qualification of the Delivery Point for the

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[60] Web page at time of redaction : https://www.elia.be/en/customers/metering

provision of the Service[61].

The CDS Metering Technical Info Checklist is available on the ELIA website. [62] :

2.2 Contractual information concerning the Delivery Points in question

Closed Distribution System Operator: [name]

Date on which the contractual information was sent to ELIA: xxx

CDS User	CDS Market Access Point	Identification of the Delivery Point	Access Responsible Party for the monitoring of the energy in the Delivery Point		Supplier on the CDS Access Point
		950.985.	Name	GLN (Global Location Number)	951.1.

APPENDIX 3 POINTS OF CONTACT

For ELIA:

Monitoring of the contract:
Monitoring of the metering data:

For the CDSO:

Monitoring of the contract:
Monitoring of the metering data:

18.1.17 Guidelines for the quantification of CO_2 emissions for the prequalification to the capacity remuneration mechanism in Belgium

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18.1.17.1 Context

18.1.10 ANNEX A.10: GUIDELINES FOR THE QUANTIFICATION OF CO2 EMISSIONS FOR THE PREQUALIFICATION TO THE CAPACITY REMUNERATION MECHANISM IN BELGIUM

This document contains guidelines for the quantification of the CO_2 emissions for the pre-qualification to the capacity remuneration mechanism (CRM) in Belgium, as laid down by the law of 29 April 1999 on the organisation of the electricity market, as amended by the law of 22 April 2019[63]. For under article 22(4) of the Regulation (EU) 2019/934 of the European Parliament and of the Council of 5 June 2019 on the internal market for electricity[64], taking part in a capacity remuneration mechanism implies observing the CO_2 emission limits.

These directives are mostly inspired by ACER's Opinion No 22/2019[65], to which the capacity holders are requested to refer.

These guidelines are an integral part of the CRM functioning rules.

~~18.1.17.2~~18.1.10.1 ~~Pre-qualification~~Prequalification conditions

In accordance with article 22(4) of the Regulation (EU) 2019/934, ~~generation~~production capacity that started commercial production on or after 4 July 2019 shall not emit more than 550 g of CO2 of fossil fuel origin per kWh of electricity (Equation 1) in order to be incorporated in a capacity remuneration mechanism.

In addition, from 1 July 2025 at the latest, ~~generation~~production capacity that started commercial production before 4 July 2019 shall not emit more than 550 g of CO2 of fossil fuel origin per kWh of electricity or more than 350 kg CO2 of fossil fuel origin on average per year per installed kWe (Equation 2) in order to be incorporated in a capacity remuneration mechanism.

$$Specific\ Emissions \leq 550\ \frac{g}{kWh}$$

Equation 1: condition for the emission limits specifically for CO2 of fossil fuel origin for the pre-qualification of the capacity remuneration mechanism of which commercial production started on or after 4 July 2019.

$$Specific\ Emissions \leq 550\ \frac{g}{kWh}$$

or

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[63] Belgian Official Gazette of 16 May 2019.
[64] OJ L 158 of 14 June 2019.
[65] Opinion no 22/2019 of the European Union Agency for the Cooperation of Energy Regulators of 17 December 2019 on the calculation of the values of CO_2 emission limits referred to in the first subparagraph of Article 22(4) of Regulation (EU) 2019/943 of 5 June 2019 on the internal market for electricity (recast).

$$Specific\ Emissions \leq 350\ \frac{kg}{kW_e}$$

Equation 2: from 1 July 2025, conditions for the emission limits specifically and annually for CO2 of fossil fuel origin for the pre-qualification of the CRM for capacity of which commercial production started before 4 July 2019.

It is recommended to use the average annual emissions of the ~~generation~~production unit over the last three years before the pre-qualification.

~~18.1.17.3~~18.1.10.2 ~~Quantisation~~Quantification of the emissions

~~18.1.17.3.1~~18.1.10.2.1 Specific emissions

The specific emissions are calculated on the basis of the design efficiency of the ~~generation~~production unit, namely the net efficiency at nominal capacity (Equation 3).

$$Specific\ Emissions = \frac{0{,}0036\ (1 - t_{CO_2}) \sum_f s_f \cdot EF_{f,CO_2}}{\eta_{des}} = \frac{[g\ CO_2]}{[kWh_e]}$$

Equation 3: methodology for the quantisation of the emissions for CO2 specifically

Table 1: variables of Equation 3 for the quantisation of the emissions for CO2 specifically

Variable	Unit	Specifications	Methodology
f	-	Fossil fuel coefficient	Other fossil fuels, cf ACER's opinion[66]
t_{CO_2}	%	Fraction of CO_2 that is transferred or captured in comparison to the total CO_2 emitted	Article 49 of the Regulation (EU) 2018/2066[67]
s_f	%	Fuel fraction f in comparison to the fuel total	ACER's Opinion [68]
EF_{f,CO_2}	$\frac{kg}{TJ}$	Emission factor for CO_2	"EU ETS" Methodology[69]
η_{des}	-	Design efficiency	Net efficiency at nominal capacity

~~18.1.17.3.1.1~~18.1.10.2.1.1 Fuel fraction

The fractions of each fuel are determined by Equation 4 of section 7.1 of ACER's Opinion.

The hypotheses concerning the share of each fuel (sf) are to be explained by means of a description of the installations and the use of different fuels. All components of the facility are to be considered,

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[66] Opinion no 22/2019 of the European Union Agency for the Cooperation of Energy Regulators of 17 December 2019 on the calculation of the values of CO2 emission limits referred to in the first subparagraph of Article 22(4) of Regulation (EU) 2019/943 of 5 June 2019 on the internal market for electricity (recast).

[67] Regulation (EU) 2018/2066 of the Commission of 19 December 2018 on the monitoring and reporting of greenhouse gas emissions pursuant to Directive 2003/87/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 601/2012.

[68] Opinion no 22/2019 of the European Union Agency for the Cooperation of Energy Regulators of 17 December 2019 on the calculation of the values of CO2 emission limits referred to in the first subparagraph of Article 22(4) of Regulation (EU) 2019/943 of 5 June 2019 on the internal market for electricity (recast).

[69] Regulation (EU) 2018/2066 of the Commission of 19 December 2018 on the monitoring and reporting of greenhouse gas emissions pursuant to Directive 2003/87/EC of the European Parliament and of the Council and amending Commission Regulation (EU) No 601/2012.

including emergency generators.

~~18.1.17.3.1.2~~18.1.10.2.1.2 Fraction of CO₂ that is captured or transferred

The determination of the transferred CO2 factor (tCO2) has to be based on evidence of the existence of or a plan for carbon capture and storage facilities that contain the technical specifications thereof (measures in the case of an existing facility and technical documents in the case of an installation project) pursuant to point 7.4 of ACER's opinion 22/2019.

~~18.1.17.3.1.3~~18.1.10.2.1.3 Emission factor

Emission factors can:

- a) originate from ETS documents if it concerns an existing capacity that is subjected to this system, as determined in section 7.2.1 of ACER's Opinion;
- b) if the capacity is not subjected to the ETS system, be determined by dividing the certified CO2 emissions by the fuel consumption that is registered by the TSO and/or the DSO or is certified by a third party, as resumed by equation 5 of the section 7.2.1 of ACER's Opinion;
- c) if the two previous options are not applicable, in particular concerning new capacity, originate from annex 1 of ACER's Opinion, resuming the standard values recommended by the IPCC.

The emission factors of the capacity that does not use fossil fuels and the emission factors linked to the energy storage fed[70] by the network is considered to be carbon neutral.

The emission factor of the biomass fraction of the mixed fuel capacity is considered to be carbon neutral today. The biomass fraction is determined pursuant to article 39 of the Regulation (EU) 2018/2066. The ~~generation~~production units that use biomass have to correspond to article 29 of the Directive (EU) 2018/2001. In future, each adaptation to the European legislation concerning biomass emission factors shall have to be taken into account.

The emission factors of the waste-to-energy capacity have to be determined on a case-by-case basis in function of the percentage and the type of biomass.

The emission factors of synthetic fuels will have to be determined on a case-by-case basis in accordance with articles 32 to 35 of the Regulation (EU) 2018/2066. Pursuant to Article 28(5) of Directive (EU) 2018/2001, European methodologies for estimating greenhouse emissions for synthetic fuels shall be adopted by 31 December.

~~18.1.17.3.1.4~~18.1.10.2.1.4 Design efficiency

The design efficiency is determined pursuant to section 7.3 of ACER's Opinion, taking into account the net efficiency at nominal capacity under the ISO standards (15°C, 1 ATM and 60% HR), or is calculated on the basis of the values that are measured at the calibrated meters of the TSO and/or the DSO. In this case, the "heat and mass balance" of the capacity and a lawful document that indicates the net efficiency at nominal capacity should be provided. The correction curves are used in order to obtain the design efficiency at the ISO standards (15°C, 1 ATM and 60% HR)[71].

The design efficiency can also originate from other certified or attested technical documents, such as the results of the most recently executed performance tests.

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[70] Concerning the energy storage units that are directly connected to a generation unit, the capacity provider will have to provide the documents that prove the unit is in conformity with the emission limits.

[71] Concerning the pre-qualification 2021, the existing generation units that do not have a correction curve can exceptionally submit the design efficiency to the reference conditions for the site.

In the case of new capacity, the design efficiency can originate from parts of the tender that indicate the anticipated performance of the capacity according to the ISO standards.

Concerning the cogeneration units, the design efficiency can be calculated according to the method determined in annex VII(8) of the Commission Delegated Regulation (EU) 2019/331 of 19 December 2018 determining transitional Union-wide rules for harmonised free allocation of emission allowances pursuant to Article 10a of Directive 2003/87/EC of the European Parliament and of the Council[72]. For it seems logical to take into account the thermal output that originates from the same fuel consumption as the one for electricity and as such contributes to the increase in performance of the cogeneration units in the quantification of CO_2 emissions for the determination of the design efficiency of these units.

It is nevertheless important to recall the ban on cumulative aid[73] during the delivery period, as specified in the preliminary draft Royal Decree on the eligibility criteria for the pre-qualification procedure in respect of the rules on the minimal threshold and cumulative support.

18.1.10.2.2 Annual emissions

The annual emissions are determined by Equation 3 of section 6.2 of ACER's opinion:

$$Annual\ Emissions = \frac{1}{N}\sum_{y=Y-N}^{Y-1} \frac{Specific\ Emissions_y \cdot\ electricity\ production_y}{installed\ capacity_y} = \frac{[kg\ CO_2]}{[kW_e]}$$

Equation 4: methodology for the quantisation of the annual CO2 emissions

Table 2: variables of Equation 3 for the quantisation of the annual CO2 emissions

Variable	Unit	Specifications
Y	-	Year of pre-qualification of the ~~generation~~production capacity
y	-	Delivery year
N	-	Number of full calendar years considered for the calculation. (The latest three full calendar years should be considered when possible.)
$Specific\ Emissions_y$	$\frac{g}{kWh}$	Emissions of the ~~generation~~production capacity calculated in reference to year y
$electricity\ production_y$	GWh	Annual electricity production in year y
$installed\ capacity_y$	MW_e	Nominal capacity of the ~~generation~~production unit in year y

It is recommended to take into account the average emissions of the last three years before the pre-qualification, to the exclusion of the test periods.

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[72] OJ L 59 of 27 February 2019.
[73] The green certificates as meant in article 7, §1, 1st paragraph, 1°, of the law of 29 April 1999; 2° the green certificates as meant in article 28 of the edict concerning the organisation of the electricity market in the Brussels-Capital Region; 3° the green certificates and the combined heat and power certificates as meant in articles 7.1.1 and 7.1.2. of the Flemish decree of 8 May 2009 containing general provisions on energy policy; 4° the green certificates as meant in article 37 of the Walloon decree of 12 April 2001 on the organisation of the regional electricity market; 5° all forms of operating aid of which the foreign capacity granted directly or indirectly by the concerned Member States disposes.

~~18.1.17.4~~18.1.10.3   Exceptions

On an exceptional basis, and until 1 July 2025, operators of ~~generation~~production capacity that does not comply with the emission limits at the pre-qualification stage could submit a monitoring action plan in attachment, describing the measures that will be taken in order for the ~~generation~~production capacity to comply with the CO_2 emission limits at the start of the delivery period, at the latest.

~~18.1.17.5~~18.1.10.4   Practical arrangements

The required information has to be provided in an Excel table available on the CRM IT Interface of the transmission system operator, Elia. This information contains:
- the values of the parameters necessary for the quantification of the CO_2 emissions;

- all documents necessary to prove the communicated values.

The CO2 emissions will be calculated automatically in the Excel table according to the quantification methods that are described in these guidelines.
~~Generation~~Production units below 5 MW will only have to submit a self-declaration that confirms the compliance with the emission limits. For these units, the system operator reserves the right for random on-the-spot checks by asking for the documents that confirm the communicated values.

~~18.1.17.6~~18.1.10.5   Checks

The information that is provided as part of the pre-qualification will be subject to different checks, called "ex ante":
- a conformity check;

- an accuracy check;

The conformity check is intended to verify if the required information has been provided, whereas the accuracy check will be intended to ascertain that the parameter values match the values that are indicated in the items of evidence and that they are plausible.

These checks shall be performed within 20 working days following the submission of the pre-qualification file.

For your information, ex-post validations will also be performed at the end of each calendar year of the delivery period. These checks will be intended to verify the compliance with the CO2 emissions limits of the ~~generation~~production units that participate in the CRM. They will be performed for the ~~generation~~production units of or above 5 MW of installed capacity[74] that are listed below:

a) ~~generation~~production units of which the emission factor is or the emission factors are variable in the course of time:

i.   ~~generation~~production units using mixed fuels;

ii.   waste-to-energy ~~generation~~production units;

iii.   ~~generation~~production units in which CO_2 is captured and transferred;

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[74] The generation units burning commercial standard fuels below 5 MW of installed capacity are exempted from this check.

b) ~~generation~~production units that started commercial production before 4 July 2019 and have less
than one year of commercial production at the time of pre-qualification;

c) the ~~generation~~production units that have submitted a monitoring action plan;

d) the ~~generation~~production units of which the specific emissions between 500 and 550 g/kWh are included or of which the annual emissions between 300 and 350 g/kWh at the moment of the pre-qualification are included.

The capacity holders will have to perform these conformity validation by an accredited or certified professional. The ex-post certificates of compliance will have to be submitted to the system operator, Elia. In the case of non-compliance with the emission limits and failure to submit these certificates, the Commission for Electricity and Gas Regulation shall impose an administrative fine.

The system operator is responsible for the treatment of the personal data as indicated in section 2.9 of the operational rules:

"In the context of the CRM, ELIA and the CRM Actor shall process personal data in accordance with the Data Protection Legislation".

CMU ID

unité de production

	Fuel 1	Fuel 2	Fuel 3	Fuel 4	Fuel 5	Fuel 6	Fuel 7
Fraction du combustible f (%)							
émissions CO_2 ETS (kg CO2)							
Fuel consumption ETS (TJ)							
Facteurs d'émissions du combustible f (kg co2/TJ)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Fraction du CO_2 transféré ou capté (%)							
Efficacité de conception							

émissions spécifiques (g CO_2/kWh)　#DIV/0!

OK/NOK

	2018	2019	2020
Production éléctrique (GWh)			
Capacité installée (MW)			
émissions spécifiques (g CO_2/kWh)			
Nombre d'années considérés	3		

|	2018	2019	2020

émissions anuelles (kg CO_2/kWe)　#DIV/0!

18.2 ANNEX B: PRE-DELIVERY CONTROL

18.2.1 ANNEX B.1: PRE-DELIVERY PERIOD DEFINITION AND TOTAL CONTRACTED CAPACITY DETERMINATION

This Annex presents a concrete example that illustrates how a Pre-delivery Period is defined (as per section 8.2) and how ELIA determines the Total Contracted Capacity subject to the Pre-delivery control (as per section 8.3.2).
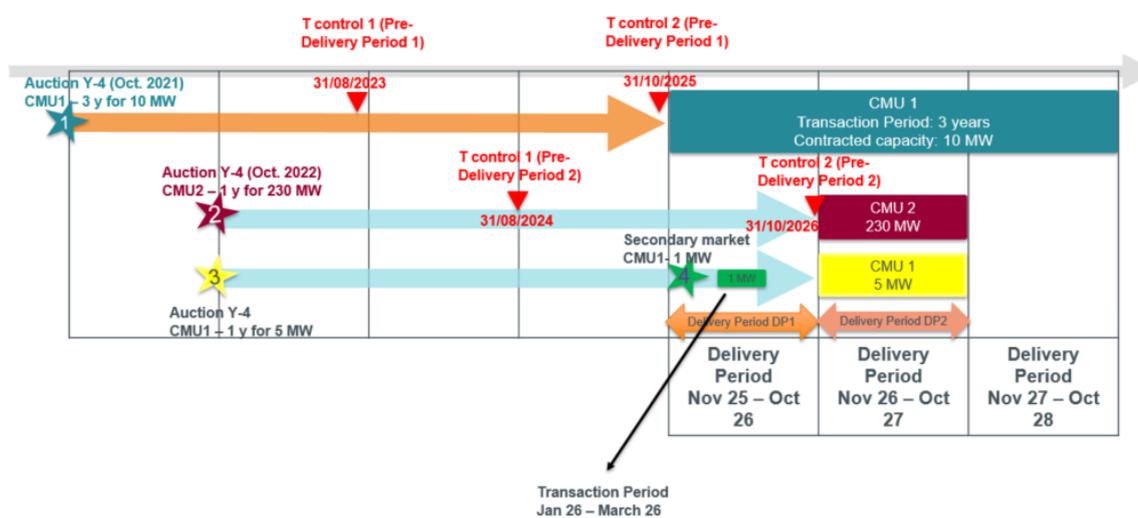
In this way, the illustration above represents four Transactions on two different CMUs (CMU 1 and CMU2).

Some Transactions (Transactions 1 and 4) start during (or at beginning of) Delivery Period 1 (November 2025 – October 2026) while other Transactions (Transactions 2 and 3) starts with Delivery Period 2 (November 2026 – October 2027).

18.2.1.1 Pre-delivery Period Definition

Per definition of section 8.2, the 1st pre-delivery period (Pre-delivery Period 1) determined out of the illustration above starts from Y-4 Auction result notification (end Oct. 2021) to end with the start of the Delivery Period (2025-2026); Delivery Period DP1. It is represented by the arrow in orange.

The 2nd Pre-Delivery Period starts from Y-4 Auction result notification (end Oct. 2022) to end with the start of the corresponding Delivery Period (2026 – 2027), Delivery Period DP2. It is represented by the arrows in light blue.

18.2.1.2 Moments of control

Per definition of section 8.3.1, the following moments of control are determined for each pre-delivery Period:

During Pre-delivery Period 1; the first moment of control ($t_{control\,1}$) is on August 31 2023 while second moment of control ($t_{control\,2}$) is the last day of the Pre-delivery Period, October 31 2025.

During Pre-delivery Period 2, the first moment of control ($t_{control\,1}$) is on August 31 2024 while the second moment of control ($t_{control\,2}$) is the last day of the pre-delivery Period, October 31 2025.

18.2.1.3 Total Contracted Capacity determination

In application of the criteria's of § 353, the Total Contracted Capacity is determined per moment of control and per corresponding Pre-delivery Period. It is equal to the sum of a CMU's Contracted Capacities, provided that it respects the following conditions:

- the corresponding Transaction Validation Date is prior to the start of the Delivery Period; and

- the corresponding Transaction Period covers partially or totally the Delivery Period; and

- the corresponding Transaction period has not started at the moment of the Pre-delivery control.

Moment of control on 31th August 2023

The Total Contracted Capacity is determined at CMU level. This moment of control concerns the Pre-delivery Period 1, related to the Delivery Period 1 (November 2025 to October 2026).

To determine the Total Contracted Capacity, ELIA considers – per CMU – the Contracted Capacities that fulfill the three criteria reminded above in section 18.2.1.3.

For CMU 1:

- the Contracted Capacity of Transaction 1 (10 MW) respects the three criteria;

- the Contracted Capacity of Transaction 3 (5 MW) does not respect the second criterion as the corresponding Transaction Period does not cover partially or totally the Delivery Period 2025-2026);

- the Contracted Capacity of Transaction 4 (1 MW) does not respect the first criteria.

  ➔ The Total Contracted Capacity of CMU 1 is then equal to 10 MW.

For CMU 2:

- the Contracted Capacity of Transaction 2 (230 MW) does not respect the second criterion as the corresponding Transaction Period does not cover partially or totally the Delivery Period 2025-2026);

  ➔ The Total Contracted Capacity of CMU 2 is then equal to 0 MW.

Moment of control on 31th August 2024

This moment of control concerns the Pre-delivery Period 2, related to the Delivery Period 2 (November 2026 to October 2027).

To determine the Total Contracted Capacity, ELIA considers – per CMU – the Contracted Capacities that fulfill the three criteria above.

For CMU 1:

- the Contracted Capacity of Transaction 1 (10 MW) respects the three criteria;

- the Contracted Capacity of Transaction 3 (5 MW) respects the three criteria;

- the Contracted Capacity of Transaction 4 (1 MW) does not respect the second criteria as the corresponding Transaction Period does not cover partially or totally the Delivery Period 2026-2027).

  ➔ The Total Contracted Capacity of CMU 1 is then equal to 15 MW.

For CMU 2:

- the Contracted Capacity of Transaction 2 (230 MW) respects the three criteria;

  ➔ The Total Contracted Capacity of CMU 2 is then equal to 230 MW.

Moment of control on 31th October 2025

The Total Contracted Capacity is determined at CMU level. This second moment of control concerns the Pre-delivery Period 1, related to the Delivery Period 1 (November 2025 to October 2026).

To determine the Total Contracted Capacity, ELIA considers – per CMU – the Contracted Capacities that fulfill the three criteria.

For CMU 1:

- the Contracted Capacity of Transaction 1 (10 MW) respects the three criteria;

- the Contracted Capacity of Transaction 3 (5 MW) does not respect the second criterion as the corresponding Transaction Period does not cover partially or totally the Delivery Period 2025-2026);

- the Contracted Capacity of Transaction 4 (1 MW) does not respect the first criterion.

  ➔ The Total Contracted Capacity of CMU 1 is then equal to 10 MW.

For CMU 2:

- the Contracted Capacity of Transaction 2 (230 MW) does not respect the second criterion as the corresponding Transaction Period does not cover partially or totally the Delivery Period 2025-2026);

  ➔ The Total Contracted Capacity of CMU 2 is then equal to 0 MW.

Moment of control on 31th October 2026

The Total Contracted Capacity is determined at CMU level. This moment of control concerns the Pre-delivery Period 2, related to the Delivery Period 2 (November 2025 to October 2026).

To determine the Total Contracted Capacity, ELIA considers – per CMU – the Contracted Capacities that fulfill the three criteria.

For CMU 1:

- the Contracted Capacity of Transaction 1 (10 MW) does not respect the third criterion;

- the Contracted Capacity of Transaction 3 (5 MW) respects the three criteria;

- the Contracted Capacity of Transaction 4 (1 MW) does not respect the third criteria.

   ➔ The Total Contracted Capacity of CMU 1 is then equal to 5 MW.

For CMU 2:

- the Contracted Capacity of Transaction 2 (230 MW) respects the three criteria;

   ➔ The Total Contracted Capacity of CMU 2 is then equal to 230 MW.

18.2.2 ANNEX B.2: IMPACT OF ADDITIONAL PRE DELIVERY CONTROL ON CONTRACTED CAPACITIES ON ADDITIONAL CMUS

This Annex illustrates the requirement of § 348 with a concrete example of CMU 1, with a Contracted Capacity of 100 MW and a Transaction Period of 3 years.
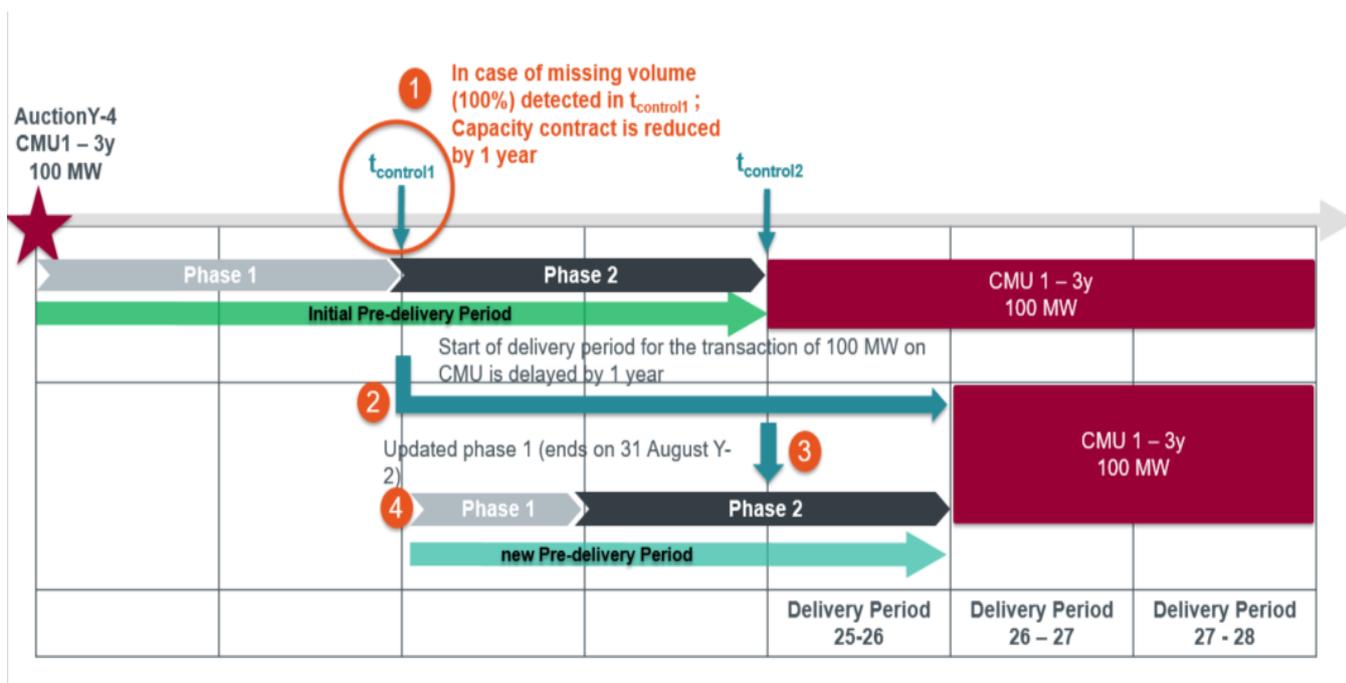
In this example, the Pre-delivery Period starts with the Y-4 Auction results notification and ends with the Delivery Period 25 – 26. First moment of control is scheduled on August 31 2023; while second moment of control happens on October 31 2025.

CMU 1 is an Additional CMU. At first moment of control, ELIA applies the corresponding pre-delivery control and determines a Missing Volume of 100 MW (hence equal to the entire Contracted Capacity). This is illustrated in the 1st step on the graph above.

In consequence, ELIA applies both penalties: a financial sanction (as per section 8.4.3.1) and a reduction of the initial Transaction Period (as per section 8.4.3.3). The Initial Transaction period of three years (from start of Delivery Period 25-26 to end of Delivery Period 27-28) is reduced by one year, and now corresponds to a start in Delivery Period 26-27 and an end in Delivery Period 27-28. This action is illustrated in the step 2 of the graph above.

Consecutive to this update of the Transaction Period of CMU1, a new Pre-delivery Period must be determined. Indeed, the corresponding Delivery Period is no longer Delivery Period 25-26 but now becomes Delivery Period 26-27.

As a consequence, phase 1 and phase 2 are updated, for this new Pre-delivery Period. Updated phase 1 now ends on August 31 of Y-2 (being August 2024), with the first moment of control set on August 31 2024. This is illustrated in steps 3 and 4 in the graph above.

At moment of control on August 31 2024, Elia applies the exact same pre-delivery controls. If the CMU is still an Additional CMU on that occasion, the same penalties apply once more.

18.2.3 ANNEX B.3: CONTENT OF A QUARTERLY REPORT

To support the Capacity Provider, ELIA provides below a "checklist" of questions that require an answer in each quarterly report; along with a detailed explanation for each question. This list is provided for informational purposes only and may be completed by the Capacity Provider himself to cope with his project's specificities.

Questions requiring an answer in each quarterly report	Explanations
Which Delivery Period(s) is(are) concerned by the quarterly report?	To properly evaluate the amount of the Pre-delivery Obligation, ELIA needs to know which Delivery Period(s) is(are) concerned by the quarterly report.
What is the amount of the Missing Volume? (in MW)	In each of his quarterly report, the Capacity Provider is invited to communicate the amount of the Missing Volume (even when it is equal to zero). In case of positive Missing Volume, the Capacity Provider also provides the details and the justifications of his calculations to reach the amount of this Missing Volume.
For which period does the Missing Volume apply? (From DD/MM/YY to DD/MM/YY)	This information indicates for how long there will be a Missing Volume.
To which Transaction(s) related to the CMU concerned by the quarterly report does the Missing Volume relate?	In the event that a residual delay is declared during the phase 1 of the Pre-delivery Period, ELIA needs to know to which Transaction(s), the Missing Volume relates in order to properly adapt the Capacity Contract(s).
Is the delay, resulting in a Missing Volume, a residual delay? (Yes/No) If the answer is no, why?	If the delay announced by the Capacity Provider is not a residual delay, the latter needs to justify it.
What is causing the delay?	To justify the delay, the Capacity Provider communicates the reason for this delay to ELIA.
Is the (residual) delay linked to Project Works? (Yes/No)	To properly evaluate the amount for the potential penalties, ELIA needs to know if the Missing Volume is due to a delay in the Project Works or not.
Is the (residual) linked to Infrastructure Works? (Yes/No)	To properly evaluate the amount for the potential penalties, ELIA needs to know if the Missing Volume is due to a delay in the Infrastructure Works or not.
Is there already a mitigation plan to cover the Missing Volume? (Yes/No)	If the answer is yes, the Capacity Provider needs to provide a mitigation plan in his quarterly report.
Will there be a mitigation plan to cover the Missing Volume? (Yes/No)	If the answer is yes, the Capacity Provider needs to provide a mitigation plan in a future quarterly report but obligatorily before the pre-delivery control at $t_{control\,2}$ if he wants his mitigation plan to be considered by ELIA.
Is the key milestone #4 relevant for the concerned project and already reached by the Capacity Provider at the time of sending the quarterly report concerned? (Yes/No)	To properly evaluate the amount for the potential penalties, ELIA needs to know if the key milestone #4 is relevant for the concerned project and already reached by the Capacity Provider at the time of sending the quarterly report concerned.
Is the key milestone #4 not relevant for the concerned project? (Yes/No)	To properly evaluate the amount for the potential penalties, ELIA needs to know if the key milestone #4 is not relevant for the concerned project.

18.2.4 ANNEX B.4: TEMPLATE FOR THE PERMIT REPORT

[•] (Name of Capacity Provider)

Permit report – **[•] (Project Name)**

August **[•] (Year)**

[•] (Contact details of Capacity Provider)

Identification number: **[•] (CRM User ID)**

(Select one of the two paragraphs below: the first paragraph applies for a CMU for which the Capacity Provider holds all required permits for the Transaction Period(s) in Delivery Period X, the second paragraph applies when the Capacity Provider does not hold all required permits for the Transaction Period(s) in Delivery Period X)

[[•] (Name of Capacity Provider) confirms that it holds all required permits for the Transaction Period(s) in Delivery Period **[•] (Delivery Period).]**

OR: **[[•] (Name of Capacity Provider)** hereby notifies ELIA that it does not hold all required permits for the Transaction Period(s) in Delivery Period **[•] (Delivery Period)**.]

The following is an overview of all relevant permits and their current status:

Permit	Status	Impact on Transaction Period	Mitigation Plan
[•] (Type of permit) **[•] (File number)**	**(Select one of the following options)** [Held] *OR* [Not Held]	**[•] (if relevant: describe how lack of permit would impact the Transaction Period)**	**[•] (if relevant: describe how the Capacity Provider aims to resolve a lack of permit)**

(The Capacity Provider can add more rows depending on the amount of required permits)

Signature

Function:

Date:

18.3 ANNEX C: SECONDARY MARKET PROCESS

18.3.1 ANNEX C.1: SECONDARY MARKET EXCHANGE MANDATE FORM

Prequalified CRM Candidate / Capacity Provider:

[[●](*mandatory field)*]

Prequalified CRM Candidate ID, as specified in the CRM IT Interface during the Prequalification Process / Capacity Provider ID, as specified in his Capacity Contract annex A, and as specified in the CRM IT Interface:

[[●](*mandatory field)*]

Address:

[[●](*mandatory field)*]

Represented by:

[[●](*mandatory field)*]

Function:

[[●](*mandatory field)*]

Hereafter the "**Prequalified CRM Candidate / Capacity Provider**"

And,

Exchange:

[[●](*mandatory field)*]

Address:

[[●](*mandatory field)*]

Represented by:

[[●](*mandatory field)*]

Function:

[[●](*mandatory field)*]

Hereafter the "**Exchange**".

Please select the appropriate option:

Option A. Secondary Market Exchange Mandate granting: The **Prequalified CRM Candidate / Capacity Provider** gives a Secondary Market Exchange Mandate to the **Exchange** in order to notify Secondary Market transactions in the CRM as of **[[●]*(mandatory field)*]**. The Exchange commits to inform ELIA on its compliance with the Exchange definition of the CRM, including as a result of any modification of the legislation referred to in the definition of Exchange in Chapter 3. In case the Exchange cannot demonstrate such compliance, Elia will revoke the affected Exchange's mandate with immediate effect 5 Working Days after the notification of that decision to the affected Exchange.

Or,

☐ Option B. Secondary Market Exchange Mandate revocation: The **Prequalified CRM Candidate / Capacity Provider** revokes unilaterally the ongoing Secondary Market Exchange Mandate given to the **Exchange**.

For the Prequalified CRM Candidate / Capacity Provider,	For the Exchange,
Read and approved, Name: Function: Place: Date: Signature:	Read and approved, Name: Function: Place: Date: Signature:

18.4 ANNEX D: FINANCIAL SECURITIES

18.4.1 ANNEX D.1: STANDARD BANK GUARANTEE FORM ASSOCIATED WITH THE FUNCTIONING RULES [●]

Bank guarantee at first request issued by **[●]** in favour of: **[●] (Elia Transmission Belgium NV/SA)**, hereafter called the Beneficiary, in the context of the Capacity Remuneration Mechanism introduced by article 7undecies of the Belgian Act of 29 April 1999 on the organization of the electricity market (hereafter called the Electricity Act).

Our payment guarantee references: **[●] (to be filled in by the financial institution)** (to be mentioned in all correspondence).

(Select one of the two paragraphs below: the first paragraph applies to a Transaction on the Primary Market, the second paragraph to a transaction on the Secondary Market).

[Our client **[●] (name of the CRM Actor)** informs us that on **[●] (date of foreseen submission of Prequalification File)** it has submitted/will submit a Prequalification File to Elia Transmission Belgium NV/SA for the CMU with identification number **[●]** (**identification number of the Capacity Market Unit)** in relation to the Functioning Rules[75] referred to in article 7undecies of the Electricity Act.**]**

OR: **[**Our client **[●] (name of the CRM Actor)** informs us that on **[●] (date of the foreseen notification of transaction on the Secondary Market)** it will notify to Elia Transmission Belgium NV/SA a Secondary Market transaction with the reference **[●]** for the CMU with identification number **[●] (identification number of the Capacity Market Unit)** in relation to the Functioning Rules referred to in article 7undecies of the Electricity Act.**]**

The terms of the Functioning Rules provide for the issue of an irrevocable bank guarantee payable at first demand for the amount of **[●] (Euro and amount in figures and words)** in order to secure the requested and punctual fulfilment by our client of its obligations in respect of the pre-delivery control processes (including the signature of a Capacity Contract) with respect to the CMU **[**or, as the case may be, (a) future CMU(s) of our client to which the obligations of a Virtual CMU are transferred**] (to be added for a Virtual CMU)**.

Accordingly we, **[●]** (**to be filled in by the financial institution**), hereby irrevocably and unconditionally undertake to pay, in one or more payments, the amount of which corresponds to the penalty applied to the non-fulfilment of a pre-delivery obligation (including the non-signature of a Capacity Contract), up to a maximum amount of **[●] (Euro and amount in figures and words)** upon a simple request on the Beneficiary's part and being unable to dispute the grounds for such payment.

This guarantee shall enter into force as of today.

This guarantee can only be invoked by the Beneficiary as of **[**the publication of the Auction

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[75] Terms in this template starting with a capital letter, if not already defined in this template, are defined terms under the Functioning Rules.

results (validated by CREG), confirming the selection of (part of) the CMU in the Auction] *OR:,* [the notification by the Beneficiary to our client of the validation of a transaction for (part of) its CMU in the Secondary Market]. We are aware that the pre-delivery obligations of our client are monitored in an undivided way on the level of a CMU and that our ~~obligations~~obligation under this guarantee is proportionately limited to the part that the capacity covered by this guarantee takes in that CMU, as the case may be.

To be valid, any invoking of this guarantee respects the following modalities:

- must reach us by [•] (expiry date of the guarantee) and

- be accompanied by [the publication of the Auction results (validated by CREG), confirming the selection of its CMU in the auction], OR: [the notification by the Beneficiary to our client of the validation of a transaction in the Secondary Market]; and

- be accompanied by the Beneficiary's written statement to the effect that our client has not fulfilled its pre-delivery obligations under the Functioning Rules, as further specified, as the case may be, in a Capacity Contract with respect to the CMU, [or, as the case may be, (a) future Capacity Market Unit(s) of our client to which the obligations of a Virtual CMU are transferred] (to be added for a Virtual CMU) and has not made the payment(s) concerned on the due date; and

- be accompanied by a copy of the credit note (or invoice) related to the unpaid due penalties and a copy of the Beneficiary's letter of default.

If the guarantee is not invoked in accordance with the conditions stated above or unless an extension is granted as approved by us, this guarantee automatically becomes null and void on the first calendar day after **[•] (expiry date of the guarantee)**.

This guarantee is governed by and interpreted in accordance with Belgian law and only the Belgian tribunals and courts shall be competent to resolve any disputes with regard to this guarantee.

Signature

Function:

Date:

18.4.2 ANNEX D.2: APPENDIX B: STANDARD AFFILIATE GUARANTEE FORM ASSOCIATED WITH THE FUNCTIONING RULES [●]

Guarantee at first request issued by **[●]** in favour of: **[●] (Elia Transmission Belgium NV/SA)**, hereafter called the Beneficiary, in the context of the Capacity Remuneration Mechanism introduced by article 7undecies of the Belgian Act of 29 April 1999 on the organization of the electricity market (hereafter called the Electricity Act).

Our payment guarantee references: **[●] (to be filled in by the guarantor)** (to be mentioned in all correspondence).

(Select one of the two paragraphs below: the first paragraph applies to a Transaction on the Primary Market, the second paragraph to a transaction on the Secondary Market).

[Our affiliate **[●] (name of the CRM Actor)** informs us that on **[●] (date of foreseen submission of Prequalification File)**) it has submitted/will submit a Prequalification File to Elia Transmission Belgium NV/SA for the CMU with identification number **[●] (identification number of the Capacity Market Unit)** in relation to the Functioning Rules[76] referred to in article 7undecies of the Electricity Act.**]**

OR: **[**Our affiliate **[●] (name of the CRM Actor)** informs us that on **[●] (date of the foreseen notification of transaction on the Secondary Market)** it will notify to Elia Transmission Belgium NV/SA a Secondary Market transaction with the reference **[●]** for the CMU with identification number **[●] (identification number of the Capacity Market Unit)** in relation to the Functioning Rules referred to in article 7 undecies of the Electricity Act.**]**

The terms of the Functioning Rules provide, as an alternative to an irrevocable bank guarantee payable at first demand, for the issue of an irrevocable affiliate guarantee payable at first demand for the amount of **[●]** (**Euro and amount in figures and letters**) in order to secure the requested and punctual fulfilment by our affiliate of its obligations in respect of the pre-delivery control processes (including the signature of a Capacity Contract) with respect to the CMU **[**or, as the case may be, (a) future Capacity Market Unit(s) of our affiliate to which the obligations of a Virtual CMU are transferred**] (to be added for a Virtual CMU)**.

Accordingly we, **[●] (to be filled in by the guarantor)**, hereby irrevocably and unconditionally undertake to pay, in one or more payments, the amount of which corresponds to the penalty applied to the non-fulfilment of a pre-delivery obligation (including the non-signature of a Capacity Contract), up to a maximum amount of **[●]** (Euro and amount in both figures, and words) upon a written request on Beneficiary's part and being unable to dispute the grounds for such payment. A legal opinion provided by an internationally recognized law firm should confirm that the guarantee is legal, valid, binding and enforceable under the applicable law.

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[76] Terms in this template starting with a capital letter, if not already defined in this template, are defined terms under the Functioning Rules.

This guarantee shall enter into force as of today.

This guarantee can only be invoked by the Beneficiary as of **[**the publication of the Auction results (validated by CREG), confirming the selection of (part of) its CMUs in the Auction**]** *OR:,* **[**the notification by the Beneficiary to our subsidiary of the validation of a transaction for (part of) its CMU in the Secondary Market**]**. We are aware that the pre-delivery obligations of our subsidiary are monitored in an undivided way on the level of a CMU and that our ~~obligations~~obligation under this guarantee is proportionately limited to the part that the capacity covered by this guarantee takes in that CMU, as the case may be.

To be valid, any invoking of this guarantee respects the following modalities:

- must reach us by [●] (expiry date of the guarantee); and

- be accompanied by [the publication of the Auction results (validated by CREG), confirming the selection of its CMU in the Auction], OR: [the notification by the Beneficiary to our subsidiary of the validation of a transaction in the Secondary Market]; and

- be accompanied by the Beneficiary's written statement to the effect that our subsidiary has not fulfilled its pre-delivery obligations under the Functioning Rules, as further specified, as the case may be, in a Capacity Contract with respect to a CMU [or, as the case may be, future Capacity Market Unit(s) of our subsidiary to which the obligations of the Virtual CMU are transferred] and has not made the payment(s) concerned on the due date; and

- be accompanied by a copy of the credit note (or invoice) related to the unpaid due penalties and a copy of the Beneficiary's letter of default.

If the guarantee is not invoked in accordance with the conditions stated above or unless an extension is granted as approved by us, this guarantee automatically becomes null and void on the first calendar day after **[●] (expiry date of the guarantee)**.

This guarantee is governed by and interpreted in accordance with Belgian law and only the Belgian tribunals and courts shall be competent to resolve any disputes with regard to this guarantee.

Signature

Function:

Date:

18.4.3 ANNEX D.3: ILLUSTRATION OF ~~EVOLUTION IN TIME~~REQUESTED VOLUME DETERMINATION

The Requested Volume for one CMU can change over time in function of the Transactions on the Primary Market and/or on the Secondary Market as illustrated by the fictive examples below.

18.4.3.1 Example of Transactions in the Primary Market

In this example, the CRM Actor closes three consecutive Transactions in the Primary Market: in the Y-4 Auction in 2021 (for Delivery Period starting in 2025 DP_{25}), the Y-4 Auction in 2022 (for Delivery Period starting in 2026 DP_{26}) and in the Y-1 Auction in 2024 (for Delivery Period starting in 2025 DP_{25}), as illustrated in Figure 1 below.

The figure below also shows that:

-   a Validity Period is always linked to a Transaction.

-   overlapping Validity Periods are possible.

-   the maximal ~~Total Contracted Capacity~~expected contracted capacity over a Delivery Period varies over time in function of Transactions on the Primary Market.
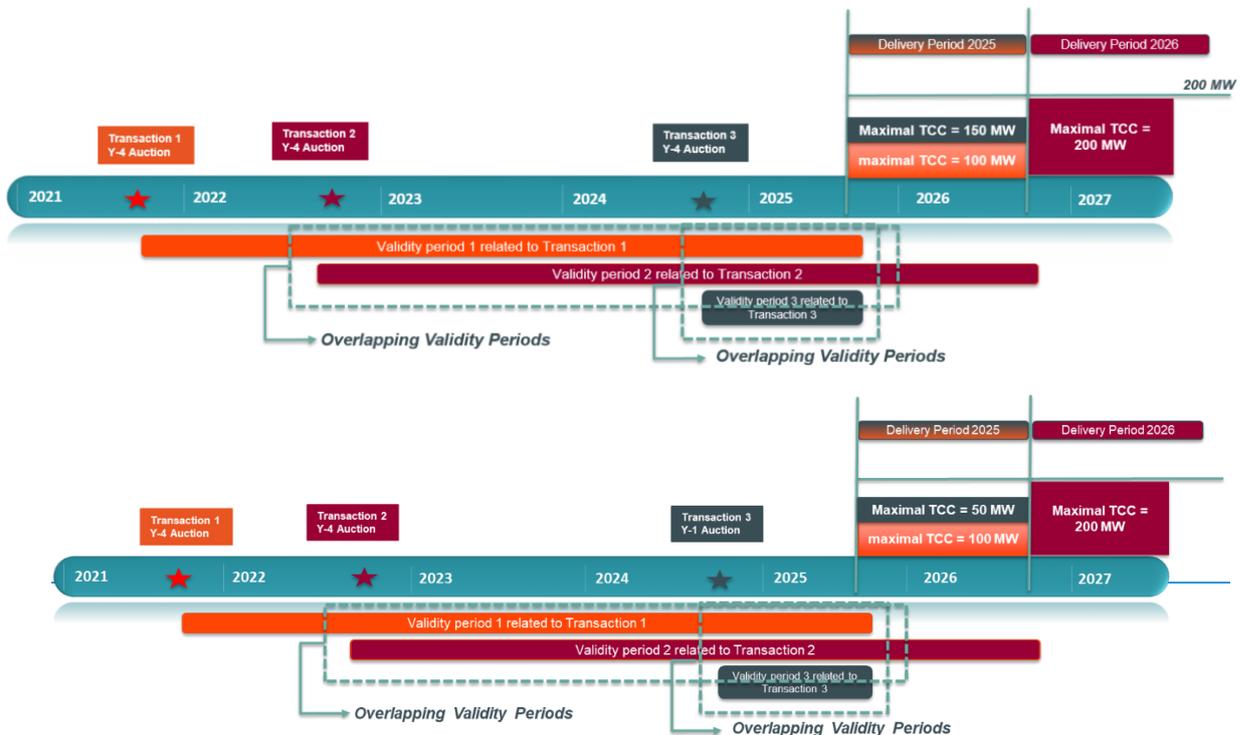

Figure 1: Overview of 3 consecutive Transactions on the Primary Market

18.4.3.2 Transaction 1

For the Y-4 Auction in October 2021 and DP_{25}, the CRM Actor prequalifies 150MW for a CMU,

of which 100 MW is finally selected in the Auction.

Parameter	Value
Year Y-4 Auction	October 2021
Validity Period related to the Transaction	October 2021 – October 2025
Start Delivery Period	November 2025
Eligible Volume (after the Prequalification Process)	150 MW
Contracted Capacity (after the Auction)	100 MW

At any moment t of the Validity Period 1, associated to Transaction 1, the Requested Volume should be covered by a Financial Security. This Requested Volume is calculated as follows:

At~~Before~~ the ~~moment of Prequalification File submission and after the end of the Prequalification Procedure~~ :Transaction Validation Date related to Transaction 1 :

The maximal ~~Total Contracted Capacity~~expected contracted capacity over ~~DP_{25}~~all τ part of DP_{25} is calculated on the assumption that the maximum volume that is prequalified, ~~would be~~is selected in the Auction~~.~~:

~~Validity Period 1: From October 2021 until October 2025:~~

~~Any moment t between October 2021 and October 2025 is part of Validity Period 1 that relates to DP_{25}. The Requested Volume therefore equals the maximal Total Contracted Capacity over DP_{25} :~~

$$\textit{Requested Volume}\ (CMU,t) = \textit{Total Contracted Capacity}_{max}(CMU,DP_{25}) = 150\ MW$$

~~At the moment of signing of the Capacity Contract:~~

$$\text{~~The maximal Total Contracted Capacity over~~} DP_{25} \text{~~and~~} Requested\ Volume\ (CMU,t) =$$
$$\max_{\tau} expected\ contracted\ capacity(CMU,\tau\ part\ of\ DP_{25},t) = Eligible\ Volume\ of\ the\ CMU = 150\ MW$$

After the Transaction Validation Date related to Transaction 1 :

The maximal expected contracted capacity over $all\ \tau\ part\ of\ DP_{25}$ and thus the Requested Volume is reduced to 100MW ~~at any moment during the Validity Period 1~~, now being equal to the actual Total Contracted Capacity over $all\ \tau\ part\ of\ DP_{25}$:

$$\textit{Requested Volume}\ (CMU,t) = \textit{Total Contracted Capacity}_{max}(CMU,DP_{25}) = 100\ MW$$

$$Requested\ Volume\ (CMU,t) = \max_{\tau} expected\ contracted\ capacity(CMU,\tau\ part\ of\ DP_{25},t)$$
$$= Total\ Contracted\ Capacity\ of\ the\ CMU = 100\ MW$$

18.4.3.3 Transaction 2

For the Y-4 Auction in October 2022 and DP_{26}, the CRM Actor renews the prequalification of the CMU for an Eligible Volume of 200 MW, of which 200 MW are finally selected in the Auction.

Parameter	Value

Year Y-4 Auction	October 2022
Validity Period related to the Transaction	October 2022 – October 2026
Start Delivery Period	November 2026
Eligible Volume (after the Prequalification Process)	200 MW
Contracted Capacity (after the Auction)	200 MW

At any moment *t* of the Validity Period 2, associated to Transaction 2, the Requested Volume should be covered by a Financial Security. The Requested Volume is calculated as follows:

At~~Before~~ the ~~moment of Prequalification File submission:~~Transaction Validation Date related to Transaction 2:

It concerns the second Transaction for the CMU, so the previous Transaction is to be taken into account to calculate the maximal ~~Total Contracted Capacity~~expected contracted capacity over a Delivery Period.

The maximal ~~Total Contracted Capacity~~exepected contracted capacity over ~~DP_{26}~~all τ part of DP_{26} is calculated on the assumption that the maximum volume that is prequalified, ~~would be~~is selected in the Auction.

Part 1 of Validity Period 2: ~~From October 2022 until October 2025~~Overlapping with Validity Period 1:

~~Any~~At any moment *t* ~~between October 2022 and October 2025 is~~ part of Validity Period 1 and Validity Period 2 that relate to DP_{25} and DP_{26} respectively~~. The~~, the Requested Volume ~~therefore~~ equals the maximum of the ~~maximal Total Contracted Capacity~~expected contracted capacity over ~~DP_{25} and the maximal Total Contracted Capacity over~~all τ part of DP_{25} and DP_{26}~~.~~:

~~$$Requested\ Volume(CMU,t)$$~~
~~$$= Max\left(Total\ Contracted\ Capacity_{max}(CMU,DP_{25}) ; Total\ Contracted\ Capacity_{max}(CMU,DP_{26})\right)$$~~
~~$$= Max\left(100\ MW ; 200\ MW\right) = 200\ MW$$~~

$$Requested\ Volume\ (CMU,t) = \max_{\tau} expected\ contracted\ capacity(CMU,\tau\ part\ of\ DP_{25}\ and\ DP_{26},t) =$$
$$\max_{\tau}\{expected\ contracted\ capacity(CMU,\tau\ part\ of\ DP_{25},t) ; expected\ contracted\ capacity(CMU,\tau\ part\ of\ DP_{26},t)\} =$$
$$\max\{100\ MW ; 200\ MW\} = 200\ MW$$

Part 2 of Validity Period 2: ~~From November 2025 until October 2026~~No overlap with Validity Period 1 :

~~Any~~At any moment *t* ~~between October 2025 and October 2026 is only~~ part of Validity Period 2 ~~that relates to DP_{26}. The~~,the Requested Volume ~~therefore~~ equals the maximal ~~Total Contracted Capacity over DP_{26}~~expected contracted capacity over all τ part of DP_{26}.

~~$$Requested\ Volume\ (CMU,t) = Total\ Contracted\ Capacity_{max}(CMU,DP_{26}). = 200\ MW$$~~

~~At the moment of signing of the Capacity Contract:~~

$$Requested\ Volume\ (CMU,t) = \max_{\tau} expected\ contracted\ capacity(CMU,\tau\ part\ of\ DP_{26},t) = 200\ MW$$

After the Transaction Validation Date related to Transaction 2 :

The full Eligible Volume was selected in the Auction, so the ~~Required~~ Requested Volumes above remain unchanged.

18.4.3.4 Transaction 3

For the Y-1 Auction in October 2024 and DP_{25}, the CRM Actor renews the prequalification for the CMU for a Remaining Eligible Volume of 100 MW, of which 50 MW is finally selected in the Auction.

Parameter	Value
Year Y-1 Auction	October 2024
Validity Period related to the Transaction	October 2024 – October 2025
Start Delivery Period	November 2025
Remaining Eligible Volume (after the Prequalification Process)	100 MW
Contracted Capacity (after the Auction)	50 MW

At any moment t of the Validity Period 3, associated to Transaction 3, the Requested Volume should be covered by a Financial Security. The Requested Volume is calculated as follows:

~~At the moment of Prequalification File submission:~~Before the Transaction Validation Date related to Transaction 3 :

It concerns the third Transaction for the CMU, so the previous Transactions are to be taken into account to calculate the maximal ~~Total Contracted Capacity~~expected contracted capacity over a Delivery Period.

The maximal ~~Total Contracted Capacity~~expected contracted capacity over ~~DP_{25}~~all τ part of DP_{25} is calculated on the assumption that the maximum volume that is prequalified, ~~would be~~is selected in the Auction.

Validity Period 3 : ~~From October 2024 until October 2025~~Overlapping with Validity Periods 1 and 2 :

~~Any~~At any moment t ~~between October 2024 and October 2025 is~~ part of Validity Period 1, Validity Period 2 and Validity Period 3 that relate to DP_{25} and DP_{26}~~. The~~, the Requested Volume ~~therefore~~ equals the maximum of the ~~maximal Total Contracted Capacity~~expected contracted capacity over ~~DP_{25} and the maximal Total Contracted Capacity over~~all τ part of DP_{25} and DP_{26}~~.~~ :

$$\sim\sim Requested\ Volume(CMU,t) = Max\left(Total\ Contracted\ Capacity_{max}(CMU,DP_{25})\ ;\ Total\ Contracted\ Capacity_{max}(CMU,DP_{26})\right)$$

$$\sim\sim = Max\ (200\ MW\ ;200\ MW) = \sim\sim\ Requested\ Volume\ (CMU,t)\ = \max_{\tau} expected\ contracted\ capacity(CMU,\tau\ part\ of\ DP_{25}\ and\ DP_{26},t) = \max_{\tau}\{expected\ contracted\ capacity(CMU,\tau\ part\ of\ DP_{25},t)\ ;\ expected\ contracted\ capacity(CMU,\tau\ part\ of\ DP_{26},t)\} = \max\{200\ MW\ ;200\ MW\} = 200\ MW$$

No additional Financial Security is to be provided for this Transaction as the Requested Volume has not increased.

The Contracted Capacity is lower than the Remaining Eligible volume, so the ~~Financial Security~~Requested Volume is calculated as follows:

$$\text{Requested Volume}(CMU, t)$$
$$= Max\left(\text{Total Contracted Capacity}_{max}(CMU, DP_{25}) ; \text{Total Contracted Capacity}_{max}(CMU, DP_{26})\right)$$

$$= Max\left(150\ MW ; 200\ MW\right) = 200\ MW$$

$Requested\ Volume\ (CMU, t) = \max_{\tau} expected\ contracted\ capacity(CMU, \tau\ part\ of\ DP_{25}\ and\ DP_{26}, t) =$
$\max_{\tau}\{expected\ contracted\ capacity(CMU, \tau\ part\ of\ DP_{25}, t) ; expected\ contracted\ capacity(CMU, \tau\ part\ of\ DP_{26}, t)\} =$
$\max\{150\ MW ; 200\ MW\} = 200\ MW$

No additional Financial Security is to be provided as there is no increase of the Requested Volume.

18.4.3.5 Conclusion

During the overlapping Validity Periods, no double Financial Security obligation applies, only the maximum ~~Total Contracted Capacity~~expected contracted capacity over the related Delivery Periods is to be covered.

18.4.3.6 Example of Transactions in the Secondary Market

In this example, the Capacity Provider closes three consecutive Transactions, starting with a Transaction in the Primary Market (Y-4 Auction in 2021), followed by two Transactions in the Secondary Market.

The figure below shows that the maximal ~~Total Contracted Capacity~~expected contracted capacity can change within a Delivery Period in function of Transactions on the Secondary Market.
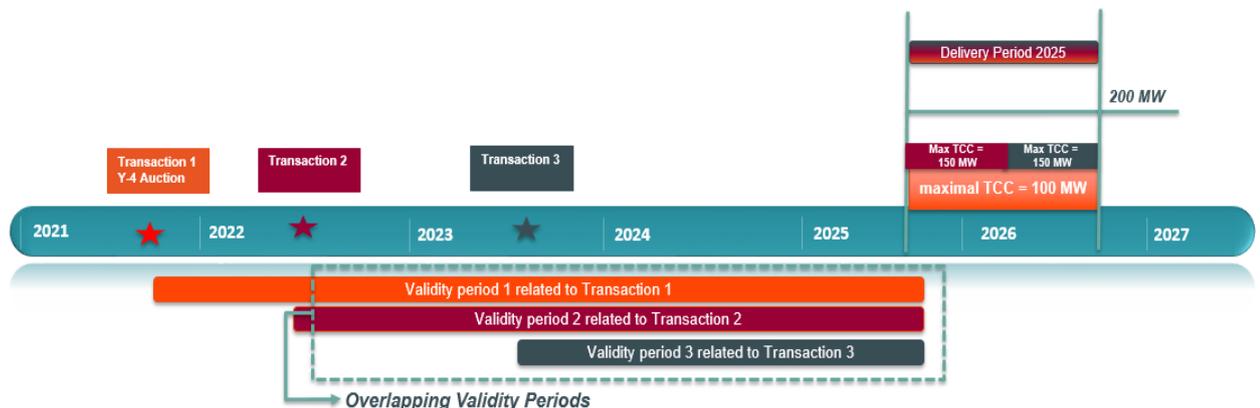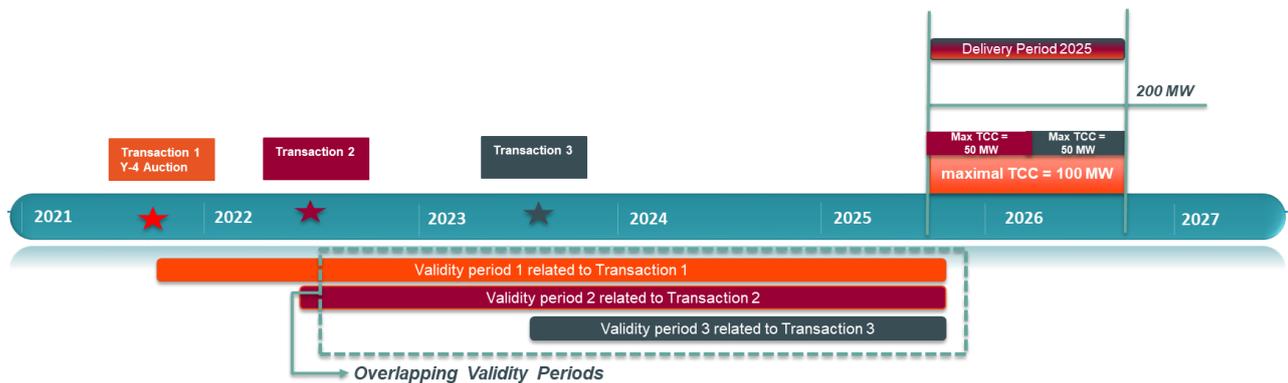
Figure 2: Overview of 3 consecutive Transactions, one on the Primary Market and two on the Secondary Market

18.4.3.7 Transaction 1

As detailed in section 18.4.3.2

18.4.3.8 Transaction 2

As a second Transaction, the Capacity Provider buys an additional volume of 50MW for the CMU on the Secondary Market at a Transaction Date before the start of the Delivery Period containing the start date of the Transaction Period. The Transaction Period covers the first six months of the Delivery Period starting in 2025.

At any moment t of the Validity Period 2, associated to Transaction 2, the Requested Volume should be covered by a Financial Security. The Requested Volume is calculated as follows:

**At the moment of notification of the transaction on the Secondary Market:**

Before the Transaction Validation Date related to Transaction 2 :

It concerns the second Transaction for the CMU, so the previous Transaction is to be taken into account to calculate the maximal ~~Total Contracted Capacity~~expected contracted capacity for a Delivery Period.

The maximal ~~Total Contracted Capacity~~expected contracted capacity over DP_{25}all τ part of DP_{25} is calculated on the assumption that ELIA approves the notified transaction.

Validity Period 2: ~~From the moment of approval until October 2025~~Overlapping with Validity Period 1:

~~Any~~At any moment t ~~between the moment of approval and October 2025 is~~ part of Validity Period 1 and Validity Period 2 that both relate to ~~the Delivery Period starting in 2025. The~~ DP_{25}, the Requested Volume ~~therefore~~ equals the maximal ~~Total Contracted Capacity~~expected contracted capacity over DP_{25}.all τ part of DP_{25}:

$$Requested\ Volume(\ CMU,t) = (Total\ Contracted\ Capacity_{max}(CMU,DP_{25}))$$

$$= 150\ MW$$

At the moment of signing of the Capacity Contract:

$$Requested\ Volume\ (CMU, t)\ = \max_{\tau} expected\ contracted\ capacity(CMU, \tau\ part\ of\ DP_{25}, t) = 150\ MW$$

<u>After the Transaction Validatation Date related to Transaction 2 :</u>

The transaction on the Secondary Market was approved, so the Requested Volume above remains unchanged.

18.4.3.9 Transaction 3

As a third Transaction, the Capacity Provider buys an additional volume of 50MW for the CMU on the Secondary Market at a Transaction Date before the start of the Delivery Period containing the start date of the Transaction Period. The Transaction Period covers the last six months of the Delivery Period starting in 2025.

At any moment *t* of the Validity Period 3, associated to Transaction 3, the Requested Volume should be covered by a Financial Security. The Requested Volume is calculated as follows:

At the moment of notification of the transaction on the Secondary Market:

<u>Before the Transaction Validation Date related to Transaction 3 :</u>

It concerns the third Transaction for the CMU, so the previous Transactions are to be taken into account to calculate the maximal ~~Total Contracted Capacity~~<u>expected contracted capacity</u> over a Delivery Period.

The maximal ~~Total Contracted Capacity~~<u>expected contracted capacity</u> over ~~DP_{25}~~<u>all τ part of DP_{25}</u> is calculated on the assumption that ELIA approves the notified transaction.

<u>Validity Period 3 :</u> ~~From the moment of approval of the transaction until October 2025~~<u>Overlapping with Validity Periods 1 and 2:</u>

~~Any~~<u>At any</u> moment *t* ~~between the moment of approval and October 2025~~ is part of Validity Period 1, Validity Period 2 and Validity Period 3 that all relate to the ~~Delivery Period starting in 2025. The~~ DP_{25}<u>, the </u>Requested Volume ~~therefore~~ equals the maximal ~~Total Contracted Capacity~~<u>expected contracted capacity</u> over ~~DP_{25}.~~<u>all τ part of DP_{25} :</u>

$$Requested\ Volume(CMU, t) = (Total\ Contracted\ Capacity_{max}(CMU, DP_{25}))$$

$$= Requested\ Volume\ (CMU, t)\ = \max_{\tau} expected\ contracted\ capacity(CMU, \tau\ part\ of\ DP_{25}, t) = 150\ MW$$

No additional Financial Security is to be provided to cover the third Transaction as the Requested Volume is not increased.

At the moment of signing of the Capacity Contract:

<u>After the Transaction Validation Date related to Transaction 3 :</u>

The transaction on the Secondary Market was approved, so the Requested Volume above remains unchanged.

18.4.3.10 Conclusion

As a result of Transactions on the Secondary Market, the Total Contracted Capacity can be different within a certain Delivery Period. During the related Validity Period(s), the Requested Volume is always calculated in function of the <u>maximal</u> ~~Total Contracted Capacity~~<u>expected contracted capacity</u> over the Delivery Period.

18.5 ANNEX E: TRANSPARENCY

18.5.1 ANNEX E.1: OVERVIEW OF THE OPT-OUT VOLUMES IN THE AUCTION REPORT

The annex represents the information on the Opt-out Volumes that at least will be presented in the Auction report. However, the type of information that is provided can be extended (e.g. graphs, figures, etc.), building further around the same kind of data.

18.5.1.1 For every Auction report related to a Y-4 Auction

Opt-out Volumes classified as "IN"	Opt-out Volumes classified as "OUT"						
Total	~~Definitive notification~~ *Definitive closure/structural reduction of capacity (art. 4bis of the Electricity Act)*	Additional ~~generation capacity with "full opt-out" and no~~ production ~~permit~~*capacity without production license* and/or Connection Contract *"full opt-out"*	*New Build CMUs "full opt-out"*	*CMUs with an SLA category "partial opt-out"*	*Energy Constrained CMUs with Daily Schedule "partial opt-out"*	Non-firm capacity as part of connection with flexible access	*Conditional opt-out*
Opt-out Volumes (derated) (MW$_d$)							

18.5.1.2 For every Auction report related to a Y-1 Auction

Opt-out Volumes classified as "IN"	Opt-out Volumes classified as "OUT"						
Total	~~Definitive notifica~~	~~Temporary notifica~~	Additional ~~generation capacit~~	~~Motivational letter~~	*CMUs with an SLA category "partial*	*Energy Constrained CMUs with Daily*	*Non-firm capacity as part of connection with flexible access*	*Cond*

		tion *Definitive closure/structural reduction of capacity (art. 4bis of the Electricity Act)*	tion *Temporary closure/structural reduction of capacity (art. 4bis of the Electricity Act)*	~~*y with "full opt-out" and no*~~ production ~~**permit**~~ *capacity without production license* and/or *Connection Contract "full opt-out" and*	*New Build CMUs "full opt-out"*	*opt-out"*	*Schedule "partial opt-out"*		*itional opt-out*
Opt-out Volumes **(derated) (MW$_d$)**									

18.5.2 ANNEX E.2: OVERVIEW OF THE INFORMATION ON THE SUBMITTED BIDS IN THE AUCTION REPORT

The annex represents the information on the submitted Bids that at least will be presented in the Auction report. However, the type of information that is provided can be extended (e.g. graphs, figures, etc.), building further around the same kind of data.

18.5.2.1 Bid information

		Submitted Bids
Bid volume weighted average price (EUR/MW)	Subject to IPC	
	Not subject to IPC	
Average capacity volume (MW)		
Total number of Bids	Total	
	Of which mutually exclusive (in %)	
Total volume of mutually exclusive Bids (MW)		
Maximum volume of mutually exclusive Bids that can be selected MW)		
Total number of CMUs		
Total number of unique CRM Candidates		

18.5.2.2 Capacity volume information

		Submitted Bids (MW)
Total capacity volumes	Total	
Capacity Contract Duration	15 years	
	14 years	
	13 years	
	12 years	
	11 years	
	10 years	
	9 years	
	8 years	
	7 years	
	6 years	
	5 years	
	4 years	
	3 years	
	2 years	
	1 year — IPC	
	1 year — No IPC	
CMU Status	Existing	
	Additional (excluding New Build CMUs)	
	New Build	
	Virtual	
Technology classes	*In function of categories in Royal Decree on Methodology.*	
Type of connection	TSO-connected	
	DSO-connected	
	Unproven Capacity	

18.5.3 ANNEX E.3: OVERVIEW OF THE INFORMATION ON THE SELECTED BIDS IN THE AUCTION REPORT

The annex represents the information on the selected Bids that at least will be presented in the Auction report. However, the type of information that is provided can be extended (e.g. graphs, figures, etc.), building further around the same kind of data.

18.5.3.1 Bid information

		Selected Bids
Bid volume weighted average price (EUR/MW)	Subject to IPC	
	Not subject to IPC	
Average capacity volume (MW)		
Total number of Bids		
Total number of CMUs		
Total number of unique CRM Candidates		

18.5.3.2 Auction clearing price

Auction price (EUR/MW)

18.5.3.3 Capacity volume information

		Selected Bids (MW)
Total capacity volumes	Total	
Capacity Contract Duration	15 years	
	14 years	
	13 years	
	12 years	
	11 years	
	10 years	
	9 years	
	8 years	
	7 years	
	6 years	
	5 years	
	4 years	
	3 years	
	2 years	
	1 year	IPC	
		No IPC	
CMU Status	Existing	

	Additional (excluding New Build CMUs)	
	New Build	
	Virtual	
Technology classes	*In function of categories in Royal Decree on Methodology.*	
Type of connection	TSO-connected	
	DSO-connected	
	Unproven Capacity	

18.5.4 ANNEX E.4: OVERVIEW OF THE INFORMATION IN THE PRE-DELIVERY ACTIVITY REPORT

The annex represents the information on the pre-delivery controls that at least will be presented in the pre-delivery activity report. However, the type of information that is provided can be extended (e.g. graphs, figures, etc.), building further around the same kind of data.

	Contracted Capacities (in MW)	Missing Volumes (in MW)	
		Identified before Y-1 volume determination	Identified after Y-1 volume determination
Existing CMU			
Additional CMU			
Virtual CMU			

18.5.5 ANNEX E.5: OVERVIEW OF THE INFORMATION IN THE REPORT BEFORE THE START OF THE DELIVERY PERIOD

The annex represents the information on the Delivery Period that at least will be presented in the report. However, the type of information that is provided can be extended (e.g. graphs, figures, etc.), building further around the same kind of data.

	Information on Delivery Period starting on '1 Nov of Year x' until '31 Oct of Year x +1'		
	Contracted Capacities (in MW)	Calibrated Strike Price (in EUR/MW)	Calibrated AMT Price (in EUR/MW)
Y-4 Auction			
Y-1 Auction			
Contracted Capacities in earlier Auctions			

18.6 ANNEX F: DISPUTES

Rules of Procedure for the CRM Disputes Committee

1.1. General principles

1.1.1. Mission

1. The mission of the CRM Disputes Committee is to handle CRM-related disputes with a view to offering a rapid and effective solution for resolving disputes as well as avoiding, as far as possible, any significant delay in the operation of the CRM.

2. The CRM Disputes Committee helps the parties to resolve their disputes by adopting a Recommendation and/or a Binding Decision.

1.1.2. Remit

3. The CRM Disputes Committee is authorised to rule on any dispute arising in connection with the CRM that is brought before it by a CRM Actor or by ELIA.

4. The dispute is examined in accordance and in compliance with regulation (EU) 2019/943 on the internal market for electricity, the Electricity Act of 29 April 1999, the ensuing Royal Decrees, the Functioning Rules and, where applicable, the Capacity Contract and any other applicable legislation or regulation.

1.2. Composition and organisation

1.2.1. Organisation of the CRM Disputes Committee

5. The CRM Disputes Committee comprises three members and is assisted by a Secretariat.

1.2.2. Secretariat

6. The Secretariat of the CRM Disputes Committee is responsible for receiving and managing dispute resolution applications and checking that the application is complete and that the dispute falls *prima facie* within the remit of the CRM Disputes Committee, and for sending any procedure-related information to the parties.

1.2.3. Members of the CRM Disputes Committee

7. The CRM Disputes Committee comprises three members: a Chairman and two ad hoc members appointed by the parties. Save when there is a person appointed by the parties to preside over their dispute in accordance with section 1.2.5.1, the Chairman holds a permanent position. The *ad hoc* members hold their position only in connection with the dispute for which they have been appointed.

1.2.4. Criteria for appointing the members of the CRM Disputes Committee

8. All of the members of the CRM Disputes Committee are natural persons.

9. In accepting his mission, a member of the CRM Disputes Committee undertakes to carry out said mission until its completion, in accordance with the provisions of the present Functioning Rules.

10. The Chairman must have legal training with proven experience in energy law and/or disputes.

11. The two other members must have legal training and/or technical training relevant to the CRM context.

12. All members must have a good command of French and Dutch.

1.2.5. Appointment procedure

1.2.5.1. Procedure for appointing the Chairman

13. The Chairman of the CRM Disputes Committee ("Chairman") is appointed by CREG pursuant to a public tender. However, if the parties deem it preferable to appoint another person as the chairman in connection with their dispute ("ad hoc chairman"), said ad hoc chairman will be appointed by mutual agreement by the *ad hoc* members appointed by the parties.

14. The Chairman of the CRM Disputes Committee appointed by CREG is responsible for organising the Committee and the Secretariat for the duration of his term of office. He is totally independent, in particular of all CRM Actors and ELIA. His appointment is published on the CREG website.

15. The person appointed as *ad hoc* chairman by the parties or *ad hoc* members must also be totally independent of the CRM Actors ELIA.

1.2.5.2. Procedure for appointing ad hoc members

16.   The two other members of the Committee are appointed by the parties to the dispute. One is appointed by the plaintiff in the main proceedings and the other by the defendant in the main proceedings. The *ad hoc* members may not, under any circumstances, be in a dependent or authority-based relationship in respect of the party that appoints them and must demonstrate independence and impartiality in the exercise of their functions as members of the CRM Disputes Committee.

17.   If there are multiple plaintiffs and/or defendants, one member is chosen by the plaintiffs jointly and the other member by the defendants jointly.

18.   The members are appointed within five (5) Working Days as of the acknowledgement of receipt of the Notification by the Secretariat. The parties will inform the Secretariat of the member they have appointed. The Secretariat will communicate this information to the Chairman and will then confirm the particulars of the members of the CRM Disputes Committee to all parties.

19.   If one of the parties does not appoint a member of the CRM Disputes Committee within the required time period, the Chairman may appoint said member on his own initiative.

1.2.6.   Disqualification of a member of the CRM Disputes Committee

20.   The parties may not disqualify the Chairman. Only an *ad hoc* member of the CRM Disputes Committee may be disqualified by one or both parties if it/they deem(s) that the *ad hoc* member is clearly unfit to take part in the dispute resolution.

21.   Any request to disqualify an *ad hoc* member of the CRM Disputes Committee must be sent to the Secretariat in writing. The request must clearly state the facts and circumstances justifying any such disqualification.

22.   A disqualification request must be submitted within three (3) Working Days following the party's receipt of the communication informing it of the appointment of the members of the CRM Disputes Committee, or within three (3) Working Days following the day on which the party requesting the disqualification became aware of the reason for the disqualification, if this date is later than the receipt of the aforementioned communication.

23.   The Secretariat will submit the request to the Chairman and will inform the *ad hoc* members and the other party(ies).

24.   The Chairman will rule on the eligibility and substance of the request after inviting the member in question and the other party(ies) and, where applicable, the other member, to submit any observations in writing within a specified time period. These observations will be communicated to the parties and to the other member of the CRM Disputes Committee.

25.   The party whose member has been disqualified will appoint a new member within five (5) Working Days as of the Chairman's disqualification decision. If another member is not appointed within that period, the Chairman will appoint the member himself.

1.2.7. Replacement of the members of the CRM Disputes Committee

26. If an *ad hoc* member of the CRM Disputes Committee must be replaced during the proceedings, he will be replaced within five (5) Working Days following the event that necessitated his replacement.

27. In such situations, the proceedings will resume at the stage where the replaced member ceased exercising his functions, unless decided otherwise by the Chairman.

1.3. Characteristics

1.3.1. Location and communication

28. The CRM Disputes Committee is headquartered on the premises of CREG. Unless opposed by the parties, the CRM Disputes Committee may meet at any location it deems appropriate for its deliberations, including for hearings.

29. The Committee's meetings may also take place via any means of communication deemed appropriate.

1.3.2. Language

30. The languages of the proceedings will be either French or Dutch. The party that submits the dispute to the CRM Disputes Committee will state the language for the proceedings in its Notification.

31. Any documents submitted in a language other than French or Dutch will be translated by the party submitting them, unless indicated otherwise by the CRM Disputes Committee.

1.3.3. Assistance and representation

32. The parties may be assisted or represented by a lawyer and/or, with the authorisation of the CRM Disputes Committee, by a duly mandated person.

33. A form of proxy must be appended to any representation, save when a party is represented by a lawyer.

1.3.4. Experts

34. If the dispute submitted to the CRM Disputes Committee pertains to a complex technical, economic or financial matter, the CRM Disputes Committee may call on the services of one or more independent experts.

35. A copy of the expert's mandate will be communicated to the parties.

36. Within the time period ordered by the CRM Disputes Committee, the parties must inform the CRM Disputes Committee if they have objections regarding the expert's qualifications, impartiality or independence. The CRM Disputes Committee will quickly decide on the measures to take, where applicable.

37. The parties must provide the expert with all relevant information the expert deems useful for his analysis. Any dispute between a party and an expert regarding the relevance of requested information will be submitted to the CRM Disputes Committee.

38. Upon receipt of the expert's report, the CRM Disputes Committee will send a copy of the report to the parties, who have the option of expressing, in writing, their observations on the report. At the request of one party, the expert may be heard at a hearing during which the parties may question the expert.

1.3.5. Communications

39. The Secretariat is responsible for communication between the CRM Disputes Committee and the parties.

40. Unless a party expressly requests that communications be sent to the postal address mentioned in the Notification, communications will be validly sent to the parties' respective e-mail addresses.

41. Communication sent to a party's counsel is deemed to have been sent to the party itself.

42. The parties must communicate any change of address. Any communication sent to the last address communicated to the CRM Disputes Committee is valid.

1.3.6. Schedule

43. Any time period provided by these Rules of Procedure shall start on the following day. The expiry date is included in the time period. If the last day is a public holiday or a weekend, the period will expire the next Working Day.

44. The Chairman may, either on his own initiative or at the justified request of a party, shorten or extend time periods. In such cases, the parties will immediately be consulted prior to the decision.

45. Under unusual circumstances and pursuant to a justified request, the CRM Disputes Committee may suspend proceedings underway for a specified period of time.

46.   If the parties wish to oppose the schedule, they may send their observations to the CRM Disputes Committee, which will take a decision that takes into account the viewpoints expressed.

1.3.7. Costs

47.   The costs for bringing a matter before the CRM Disputes Committee ("dispute resolution fees") include the costs for the Chairman or, where applicable, the *ad hoc* chairman, the *ad hoc* members, and the administrative costs.

48.   The dispute resolution fees are set in advance by the Chairman of the CRM Disputes Committee, taking into account the importance, urgency and complexity of the dispute and the resolution requested. The decision on dispute resolution fees will be communicated by the Secretariat to the parties to the dispute within five (5) Working Days as of the acknowledgement of receipt of the Notification.

49.   When he has decided on the fees, the Chairman must comply with the following minimum and maximum amounts per member:
   -   Recommendation procedure: minimum of €1,500 and maximum of €5,000;
   -   Binding Decision procedure: minimum of €1,500 and maximum of €25,000;
   -   Additional costs incurred for urgency proceedings: minimum of €2,500 and maximum of 15€,000.

   For proceedings seeking compensation for damage suffered in connection with the CRM, the Chairman may depart from the above-mentioned amounts and must give his reasons for doing so.

50.   Each party will bear its own costs.

51.   In principle, the dispute resolution fees as well as the experts' fees will be borne by the party(ies) incurring them. However, the CRM Disputes Committee may allocate these fees between the parties if it deems that such allocation is reasonable in light of the circumstances of the particular case.

52.   The Chairman of the CRM Disputes Committee may ask the parties to pay, as a provision, an amount corresponding to part or all of the dispute resolution fees pertaining to the appointment of experts.

1.3.8. Evidence

53.   Each party is responsible for proving the facts evoked in support of its complaint or defence.

54.   The CRM Disputes Committee will determine the eligibility, relevance, materiality and importance of the evidence provided.

1.3.9. Confidentiality

55. The members of the CRM Disputes Committee are bound by a confidentiality obligation.

56. The Chairman, or, where applicable, the *ad hoc* chairman may not inform the other members of the CRM Disputes Committee of confidential information of which he becomes cognisant during the recommendation procedure.

57. Information divulged by the parties during the recommendation procedure are confidential, unless indicated otherwise.

58. Information divulged by the parties during the binding decision procedure are public, unless indicated otherwise.

59. If the parties deem that certain information divulged is confidential in respect of third parties, they must expressly indicate which information they consider confidential and in respect of which party.

60. The CRM Disputes Committee will take all necessary measures to ensure the confidential processing of information rightly deemed confidential by a party during the procedure, taking care to adequately protect trade secrets and commercially sensitive or personal information.

1.3.10. Rules governing proceedings before the CRM Disputes Committee

61. Proceedings before the CRM Disputes Committee are governed by these Rules of Procedure and, if not mentioned in the Rules of Procedure, by any other rule which the parties or, in the absence thereof, the CRM Disputes Committee can agree on in consultation with the parties.

1.4. Proceedings

1.4.1. Notification

62. The party that initiates the proceedings must send the Secretariat a notification of its intention to submit the dispute to the CRM Disputes Committee ("Notification").

63. The Notification must contain the following information:
    a) Name, address, telephone number, e-mail address, BCE registration number;
    b) Type of procedure requested (recommendation procedure and/or binding decision procedure);
    c) Summary of the grievances and subject of the requests;
    d) Where applicable, the urgent nature of the request that can justify the application of the emergency procedure or the granting of provisional measures;
    e) Choice of language for the proceedings (French or Dutch);
    f) Any document relevant to the dispute;
    g) Where applicable, a copy of the Capacity Contract.

64. Within three (3) Working Days following the receipt of the Notification, the Secretariat will acknowledge receipt of the Notification to the party initiating the procedure and will communicate the Notification to the other party/to the other parties.

65. The Secretariat's acknowledgement of receipt of the Notification constitutes the starting point for the parties in order to initiate the procedure for appointing their members. Even if a recommendation procedure has been requested, the *ad hoc* members must already be appointed in order to take part, where applicable, in any binding decision procedure.

1.4.2. Verification of the Notification

66. Within five (5) Working Days after acknowledgement of receipt of the Notification, the Secretariat will inform the parties:
    - whether the Notification contains all the relevant information or whether additional information needs to be provided;
    - whether the dispute falls *prima facie* within the remit of the CRM Disputes Committee.

67. The CRM Disputes Committee may decide, of its own accord or at the request of the parties, to combine disputes which are closely linked or which, for reasons of economy of procedure, must be examined together. Combining disputes in this way is possible for recommendation procedures and for binding decision procedures. In order to combine disputes, the CRM Disputes Committee must take a decision to combine disputes.

1.4.3. Recommendation procedure

68. The recommendation procedure applies when the parties ask the CRM Disputes Committee for informal assistance with their dispute.

69. The recommendation procedure is handled by the Chairman of the CRM Disputes Committee or, where applicable, by the *ad hoc* chairman acting as an intermediary to reconcile the parties.

70. The Chairman of the CRM Disputes Committee or, where applicable, the ad hoc chairman begins the informal discussions to this end, or if necessary, meetings with the parties. He may also request additional information, if necessary.

71. Pursuant to discussions and after no more than thirty (30) Working Days (as of the acknowledgement of receipt of the Notification), the Chairman or, if applicable, the ad hoc chairman will issue a written recommendation to the parties in order to enable them to reach an agreement ("Recommendation").

72. If an amicable solution is found within ten (10) Working Days as of the issuance of the Recommendation, a period which may be extended via the written agreement of each party, the conditions for said solution will be formalised in a written agreement. These conditions must comply strictly with the applicable legislation and regulations.

1.4.4. Value of the recommendation

73. The recommendation issued by the Chairman or, where applicable, by the *ad hoc* chairman contains a written proposed resolution to the dispute that complies with the applicable legislation and regulations. The Recommendation does not imply any decision regarding the arguments or requests issued by the parties.

74. The Recommendation is not binding.

1.4.5. Failure of the recommendation procedure

75. If no amicable solution is found following the recommendation procedure, the first party to act may either ask the CRM Disputes Committee to issue a Binding Decision, or may bring the matter before the relevant tribunal or court.

76. If the first party to act decides to request a Binding Decision, it must send a new notification to the Secretariat ("Additional Notification"). The Additional Notification must comply with the same requirements as those set out in section 1.4.1. The Secretariat will send an acknowledgement of receipt of the Additional Notification to each party.

77. Upon receipt of the acknowledgement of receipt of the Additional Notification, the parties will inform the Secretariat of the names of the *ad hoc* members appointed in accordance with section 1.5.2.

1.4.6. Binding decision procedure

78. If a binding decision procedure is initiated, each party must submit within fifteen (15) Working Days as of the acknowledgement of receipt of the Notification (or Additional Notification) by the Secretariat, a document stating its point of view as well as all the necessary documents and information. The CRM Disputes Committee may establish a different period, if necessary.

79. The CRM Disputes Committee may organise a hearing during which each party may present its point of view within a specified period of time. The parties will be informed in good time in advance of the date, time and place of the hearing.

80. The CRM Disputes Committee may also ask the parties to produce any information or additional document(s) that it deems necessary in order to resolve the dispute.

81. The CRM Disputes Committee will issue a Binding Decision within a period not exceeding three (3) months as of the acknowledgement of receipt of the Notification by the Secretariat, or within a period not exceeding two (2) months as of the acknowledgement of receipt of the Additional Notification. The CRM Disputes Committee may, with the agreement of the parties, extend this period in order to issue a Binding Decision.

1.4.7. Intervention by a third party

82. Any party demonstrating a sufficient interest may intervene voluntarily in a binding decision procedure. To that end, it must submit a request to the Secretariat. The CRM Disputes Committee will decide on the eligibility of the intervention request after consulting with the parties. If the request is eligible, the intervening party may submit a document explaining its position.

83. A party may also ask another party to intervene in the procedure by virtue of a contractual or legal provision.

84. Intervention by a third party has no impact on the composition of the CRM Disputes Committee.

85. CREG may not intervene or be forced to intervene as a third party in a procedure before the CRM Disputes Committee.

1.4.8. Emergency procedure

86. If the dispute is urgent, the interested party may request in the Notification (or in the Additional Notification), or the CRM Disputes Committee may decide of its own accord, to use the emergency procedure making it possible to issue a Binding Decision within a shorter period of time.

87. The Secretariat will notify the parties of the opening of an emergency procedure. As of said Notification, the parties have two (2) Working Days to oppose the opening of an emergency procedure. The CRM Disputes Committee will decide on the appropriateness of the emergency procedure, taking into account the points of view expressed by the parties.

88. If an emergency procedure is initiated, the CRM Disputes Committee will itself determine a schedule for the exchange of statement documents and will issue a Binding Decision within fifteen (15) Working Days as of the acknowledgement of receipt of the Notification or Additional Notification by the Secretariat.

89. Each of the parties may ask the CRM Disputes Committee, upon its constitution, or may ask its Chairman if the *ad hoc* members have not yet been appointed, to adopt provisional measures. A provisional measure is a temporary measure whereby, at any time prior to the adoption of the Binding Decision, the CRM Disputes Committee may order a party, for example, to:

   - maintain or re-establish the *status quo* pending the resolution of the dispute;
   - take measures which prevent, or refrain from taking measures likely to cause, (i) immediate or imminent harm or (ii) harm to the process itself;
   - save the items of evidence which can be relevant and important for the resolution of the dispute.

90. The party which requests a provisional measure may be held liable for the costs and damage caused by the requested measure if the CRM Disputes Committee subsequently finds that the

measure should not have been granted. The CRM Disputes Committee may grant remedy for said costs and damage at any time during the procedure.

1.4.9. Binding Decision

1.4.9.1. Form and content of the Binding Decision

91. The CRM Disputes Committee will take its decision in compliance with the applicable legislation and regulations.

92. The Binding Decision will be adopted by the majority of the members of the CRM Disputes Committee.

93. In addition to the reasons justifying the decision, the Binding Decision will contain the following information:
    a) the names of the members of the CRM Disputes Committee;
    b) the names and addresses of the parties;
    c) the object of the dispute;
    d) the order to pay the dispute resolution fees and, where applicable, the experts' fees;
    e) the date of the decision;
    f) the location of the seat of the CRM Disputes Committee;
    g) the signatures of the members of the CRM Disputes Committee.

94. The Binding Decision is final. The parties undertake to execute it without delay.

1.4.9.2. Notification of the decision to the parties and publication of the decision

95. The Secretariat will inform the parties of the Binding Decision signed by the members of the CRM Disputes Committee.

96. The Binding Decision will be published in full on the CREG website, unless one party asks that specifically identified information in the Binding Decision be treated confidentially. Said request must be justified and submitted within five (5) Working Days following the communication of the Binding Decision by the Secretariat.

1.4.9.3. Interpretation of the Binding Decision

97. Within thirty (30) Working Days following the receipt of the Binding Decision, a party may, via written Notification sent to the other parties, ask the CRM Disputes Committee to provide an interpretation of its Binding Decision or to correct its Binding Decision if it contains a calculation error, a typographical error or any other error or omission of that nature. If the CRM Disputes Committee deems that the request is justified, it will issue the interpretation or correction within thirty (30) Working Days following receipt of the request.

1.5. *Final provisions*

1.5.1. Limitation of liability

98. The members of the CRM Disputes Committee will not be liable for any act or omission related to their activity, save in the event of fraud, gross negligence or wilful misconduct.

1.5.2. Entry into force

99. These Rules of Procedure will enter into force at the same time as the CRM Functioning Rules.