Proposal for Amendment of the Terms and Conditions for Balancing Service Providers for manual Frequency Restoration Reserve (mFRR)

("Proposal for Amendment of the T&C BSP mFRR")

in accordance with article 6(3) of Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing

19/10/2023

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Proposal for Amendment of the Terms & Conditions for balancing service providers for manual Frequency Restauration Reserve (T&C BSP mFRR)

CONTENT

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

Whereas

(1)   Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing (hereafter referred to as the "EBGL" entered into force on 18 December 2017.

(2)   ELIA Transmission Belgium SA (hereafter referred to as "ELIA") is responsible for the operation of the Belgian transmission system, for which it holds a right of ownership or at least a right of use. ELIA has been designated as Transmission System Operator, pursuant to the Act of 29 April 1999 on the organization of the electricity market, and ensures the safety, reliability and efficiency of the Belgian transmission system.

(3)   Pursuant to article 4(1), article 5(4)(c) and article 18 of the EBGL, ELIA has developed the terms and conditions for balancing service providers for manual Frequency Restoration Reserve (hereafter "T&C BSP mFRR") required by this Regulation. The T&C BSP mFRR has been approved by the CREG.

(4)   In this context, the current version of the T&C BSP mFRR entered into force on the 3rd of February 2020.

(5)   In accordance with Article 6(3) of EBGL, ELIA may propose an amendment to this T&C BSP mFRR. This document is a proposal for amendment developed by ELIA for the T&C BSP mFRR and takes into account the general principles, goals and other methodologies set in article 3(1) of the EBGL.

(6)   Pursuant to article 5(5) of the EBGL, the T&C BSP mFRR shall include a proposed timescale for their implementation and a description of their expected impact on the objectives of this Regulation.

(7)   The proposed amendment to the T&C BSP mFRR has been submitted for consultation in accordance with the procedure set out in Article 10 of the EBGL and shall be submitted for approval to the CREG in accordance with the procedure set out in Articles 4 and 5.

(8)   Pursuant to articles 7 and 12(3)(g) of the EBGL, ELIA will publish these T&C BSP mFRR on its website in the reference languages Dutch and French and also in English.

SUBMIT THE FOLLOWING PROPOSAL FOR AMENDMENT OF THE T&C BSP mFRR TO THE CREG

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Article 1
Subject matter and scope

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(1)   In accordance with article 6(3) of the EBGL, ELIA developed a proposal for amendment regarding the Terms and Conditions for Balancing Service Providers for manual Frequency Restoration Reserve set out in article 18(1) of the EBGL.

(2)   The Balancing Service Provider Contract for the mFRR Service is set out in Appendix to this proposal, including the definitions, general provisions and the provisions set out in article 18(4) and 18(5) of the EBGL.

(3)   Pursuant to article 5(4)(c) of the EBGL, this proposal should be submitted to the CREG for approval.

(4)   Pursuant to article 6(3) of the EBGL, ELIA and CREG may request amendments to these T&C BSP mFRR.

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Article 2
Implementation Date

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(1) The dates mentioned in the present Article refer to the delivery dates of the mFRR energy services.

(2) This version of the T&C BSP mFRR will enter into force at the earliest one month after the approval by CREG and not before February 2024. The exact date will be fixed taking into account the following elements:

- The completion of the development of the necessary IT systems in order for ELIA to implement the balancing service for manual Frequency Restoration Reserve.

- The technical, operational and commercial readiness of a sufficient amount of balancing service providers for manual Frequency Restoration Reserve to ensure, both technically and economically, a successful go-live of the new mFRR design.

The exact date of the entry into force of the T&C BSP mFRR will be set by ELIA following consultation with the CREG and with the market parties and be published at least four weeks before this entry into force.

Proposal for Amendment of the Terms & Conditions for balancing service providers for manual Frequency Restauration Reserve (T&C BSP mFRR)

APPENDIX : BALANCING SERVICE PROVIDER CONTRACT FOR MFRR SERVICE

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

"BSP Contract mFRR"

BSP Contract mFRR

[ContractReference]

between

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

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

and

ELIA Transmission Belgium S.A./N.V. (as from 01/01/2020, before ELIA System Operator S.A./N.V.), a public limited company under **Belgian** law with registered offices at **Boulevard de l'Empereur 20, B-1000 Brussels, Belgium**, registered under the crossroads bank for enterprises under number **731.852.231** (as from 01/01/2020, before 476.388.378) and represented by **[Name1]** and **[Name2]**, in their respective functions of **[Role1]** and **[Role2]**;

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

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

Whereas:

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

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

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

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

- This BSP Contract mFRR falls under the Terms and Conditions for balancing service providers for the mFRR Service.

The following points have been agreed:

CONTENT

Part I – General Conditions

PART I - GENERAL CONDITIONS

ART. I.1   DEFINITIONS

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

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

Annex	Any annex to the present Contract;
Article or Art.	Any article of the present Contract;
CACM	The Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management;
Contract	The present Contract, including its Annexes;
CREG	The Commission for Electricity and Gas Regulation, i.e. the Belgian national regulatory authority;
Direct Damage	Any damage, with the exclusion of Indirect Damage, directly and immediately resulting from any contractual breach and/or fault within the framework of or as a result of the execution of the Contract, on any grounds whatsoever (contractual or extra-contractual). The said fault being one, which under similar circumstances, an experienced, professional Service Provider or TSO, respectively, acting according to the rules and taking all reasonable precautions would in no case have committed;
EBGL	The Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing;
Electricity Act	The Belgian law of 29 April 1999 concerning the organisation of the electricity market (« Loi du 29 avril 1999 relative à l'organisation du marché de l'électricité, *M.B.* 11.05.1999 » / « Wet van 29 april 1999 betreffende de organisatie van de elektriciteitsmarkt, *B.S.* 11.05.1999 »), as amended from time to time;
E&R NC	Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration;
General Conditions	Part I to the present Contract. The General Conditions are identical in the following contracts for ancillary services to be concluded by Elia: the contracts for balancing services (BSP – "Balancing Service Provider" contracts for FCR – "Frequency Containment Reserve", aFRR "automatic Frequency Restoration Reserve" and mFRR – "manual Frequency Restoration Reserve"), the contracts for restoration services (RSP – "Restoration Service Provider"), the contracts for voltage and reactive power control services (VSP – "Voltage Service Provider") and the contracts for services related to congestion management (OPA – "Outage Planning Agent" and SA – "Scheduling Agent");
Grid Codes	The Federal Grid Code for Transmission (adopted in the form of royal decree on the basis of article 11 of the Electricity Act – currently the "Arrêté royal du

	22 avril 2019 établissant un règlement technique pour la gestion du réseau de transport de l'électricité et l'accès à celui-ci, *M.B.* 29.04.2019" / "Koninklijk besluit van 22 april 2019 houdende een technisch reglement voor het beheer van het transmissienet van elektriciteit en de toegang ertoe, *B.S.* 29.04.2019"), as amended from time to time, and the grid codes for local and regional transmission, as amended from time to time;
Indirect Damage	Any indirect damage or consequential damage, such as, but not limited to loss of revenue, loss of profit, loss of data, loss of business opportunities, loss of (prospective) clients, missed savings;
Law of 2 August 2002	The Law of 2 August 2002 against payment arrears in commercial transactions ("Loi du 2 août 2002 concernant la lutte contre le retard de paiement dans les transactions commerciales, *M.B.* 7.08.2002" / "Wet betreffende de bestrijding van de betalingsachterstand bij handelstransacties, *B.S.* 7.08.2002"), as amended from time to time;
Service(s)	The service(s) and tasks as described in the Specific Conditions of the present Contract and as provided by the Service Provider;
Service Provider	The Service Provider as identified on the first page of the present Contract;
SOGL	The Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation;
Specific Conditions	Part II of the present Contract, supplemented by any Annexes;
Terms and Conditions	The terms and conditions as required by, and developed in accordance with, the applicable European regulations. The present Contract constitutes an appendix to the Terms and Conditions as identified in the Whereas section of the present Contract;
Working Day	Any calendar day except for Saturday, Sunday and Belgian public holidays.

Part I – General Conditions

ART. I.2   SCOPE OF SERVICES AND CONTRACTUAL STRUCTURE

I.2.1   Scope of Services

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

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

I.2.2   Structure of the Contract

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

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

ART. I.3   ADDITIONAL RULES OF INTERPRETATION

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

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

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

-   The singular indicates the plural and vice versa;

-   References to one gender include all other genders;

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

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

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

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

I.4.1   Entry into force of this Contract

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

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

Part I – General Conditions

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

I.4.2   Duration of the Contract

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

ART. I.5   INVOICING AND PAYMENT

I.5.1   Invoicing matters – General instructions

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

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

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

3) Invoiced amount, valued in euro;

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

5) Invoice number;

6) Invoice issue date;

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

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

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

10) Reference if required by the invoiced Party;

11) Payment term in accordance with Art. I.5.2 hereafter; and

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

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

Part I – General Conditions

I.5.2   Payment matters

Payments will be made within 30 calendar days following the end of the month in which the invoice is received (this is the due date of the invoice). The invoiced Party shall pay the invoicing Party by direct transfer to the stated bank account. Within the scope of this Article, an invoice will be considered received on the third Working Day following the date when the invoice was sent (postmark will serve as proof in case of a paper invoice sent by post – in case of an electronic invoice the date the invoice was submitted in the electronic system or sent by email will apply).

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

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

I.5.3   Interest for delayed payment

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

ART. I.6   LIABILITY

I.6.1   General principles

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

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

I.6.2   Direct Damages

The Parties to this Contract shall be liable to one another for any Direct Damage. The Party in breach and/or at fault will indemnify the other Party and compensate it for any Direct Damage, including for claims by third parties in relation to such Direct Damage. Except in a case of deception or deliberate fault, the Parties will under no circumstances be liable to the other Party for compensating or indemnifying the other Party, including for claims by third parties, for Indirect Damage.

I.6.3   Process

As soon as one of the Parties has knowledge of any claim to pay compensation, including a claim for compensation arising from a claim by a third party, for which the latter might institute proceedings against the other Party, that Party shall inform the other Party thereof without delay. This notification shall be made by means of a registered letter, mentioning the nature of the claim, the amount thereof (if known) and the

method of calculation – all in reasonable detail and with reference to the legislative, regulatory or contractual provisions on which the claim might be based. In case of third party claim, the defaulting Party shall fully cooperate with the defending Party in such response and defense as reasonably required.

I.6.4   Caps

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

ART. I.7   EMERGENCY AND FORCE MAJEURE

I.7.1   Emergency Situation

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

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

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

I.7.3   Force Majeure

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

The term "force majeure" shall mean, without prejudice to the definition of force majeure in applicable legislation and/or regulations, any unforeseeable or unusual event or situation beyond the reasonable control of a Party, and not due to a fault of the Party, which cannot be avoided or overcome with reasonable foresight and diligence, which cannot be solved by measures which are from a technical, financial or economic point of view reasonably possible for the Party, which has actually happened and is objectively verifiable, and which makes it impossible for the Party to fulfil, temporarily or permanently, its obligations in accordance with this Contract and which occurred after conclusion of the Contract.

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

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

The following situations, among others, will be considered as force majeure, but only if they comply with the conditions for force majeure as provided for in the second paragraph of Art. I.7.3:

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

-   a nuclear or chemical explosion and its consequences;

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

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

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

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

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

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

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

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

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

ART. I.8   CONFIDENTIALITY

I.8.1   No divulgation of confidential information

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

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

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

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

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

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

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

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

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

- the divulgation of aggregated and anonymized information and data.

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

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

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

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

I.8.2   Infringements to confidentiality obligations

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

I.8.3   Ownership

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

I.8.4   Duration

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

I.8.5   Phone recordings

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

ART. I.9   OBLIGATION OF INFORMATION

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

ART. I.10   REVIEW

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

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

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

Without prejudice to the competences of the competent authorities and without prejudice to the applicable legislation and regulations, in case the Service Provider does not agree with the amendments that would be applicable to the Contract currently in force, the Service Provider may terminate the Contract.

I.10.2   Amendments to party-specific Annexes

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

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

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

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

ART. I.12   MISCELLANEOUS CLAUSES

I.12.1   Waiver

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

I.12.2   Entire agreement

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

I.12.3   Notices

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

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

I.12.4   Transfer of rights

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

I.12.5   Severability

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

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

ART. I.13   APPLICABLE LAW – RULES REGARDING DISPUTES

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

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

- the jurisdiction of the Brussels Enterprise Court; or

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

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

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

PART II - SPECIFIC CONDITIONS

Part II – Specific Conditions

TITLE 1: DEFINITIONS

ART. II.1   DEFINITIONS

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

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

1.	Accepted Transfer of Obligation	A quantity of mFRR Balancing Capacity to be made available by the BSP (respectively by a Counterpart BSP) to ELIA resulting from a transfer of obligation from the Counterpart BSP (respectively the BSP) to the BSP (respectively Counterpart BSP), and declared to ELIA by the BSP and the Counterpart BSP;
2.	Access Contract	As defined in Art. 2 §1 45° of the Code of Conduct;
3.	Access Point(s)	As defined in article 2 §1 46° of the Code of Conduct for an access to the transmission grid of ELIA. For an access to the ELIA Grid other than transmission grid, or to a Public Distribution Grid, or to a CDS: a point, defined by physical location and voltage level, at which access to the ELIA Grid other than transmission grid, or to a Public Distribution Grid, or to a CDS is granted, with a goal to injecting or taking off power, from an electricity generation unit, a consumption facility, a storage facility, connected to this grid;
4.	Automatic Frequency Restoration Reserve or "aFRR"	As defined in article 3(99) of the SOGL;
5.	aFRR Energy Bid	A combination of a volume (in MW) and a price (in €/MWh), submitted by the BSP to ELIA for activation in the framework of the BSP Contract aFRR;
6.	Balance Responsible Party or "BRP"	As defined in article 2(7) of the EBGL and listed in the register of Balance Responsible Parties;
7.	Balancing Rules	A document, approved by the CREG, describing the market operation rules for the compensation of quarter-hourly imbalances, pursuant to article 212 §1 of the Code of Conduct;
8;	Balancing Services	As defined in article 2(3) of the EBGL;
9.	Balancing Service Provider or "BSP"	As defined in article 2(6) of the EBGL, and identified on the first page of the BSP Contract mFRR;

25

10.	Baseline Or $DP_{Baseline}$	Value (in MW) representing an estimation of the average power on a quarter-hourly basis that would have been measured on the considered Delivery Point without an activation requested by ELIA. Net Offtake from the electricity grid is considered as a positive value, net Injection into the electricity grid is considered as a negative value;
11.	BRP_{BSP}	The Balance Responsible Party, appointed by the BSP, to take in its balancing perimeter the responsibility for the energy volumes requested by ELIA to the BSP for each quarter-hour of an mFRR Service activation. In case Transfer of Energy applies, the supplied energy is allocated to its balancing perimeter in accordance with the ToE Rules;
12.	BRP_{source}	The Balance Responsible Party of the Access Point of the Grid User;
13.	BRP Contract	The contract concluded between ELIA and the BRP pursuant to article 119 of the Code of Conduct;
14.	BSP Contract aFRR	Balancing Service Provider contract for the automatic Frequency Restoration Reserve;
15.	BSP Contract FCR	Balancing Service Provider contract for the Frequency Containment Reserve;
16.	BSP Contract mFRR	Balancing Service Provider contract for the manual Frequency Restoration Reserve;
17.	Capacity Contracting Time Unit or "CCTU"	A period of 4 hours for which the mFRR Capacity Bids offered by the BSP to ELIA can be activated as mFRR Energy Bids. A single capacity auction is performed per CCTU;
18.	CDS Access Point	As defined in article 2 §1 47° of the Code of Conduct;
19.	CDS Metering Technical Info Checklist	Report demonstrating that minimum metering requirements for the metering facility at a CDS Delivery Point set by ELIA are fulfilled;
20.	CDS Operator or "CDSO"	As defined in article 2 §1 11° of the Code of Conduct;
21.	Central European Timezone/Central European Summer Time or "CET/CEST"	Time zone which is 1 hour ahead of coordinated universal time outside periods of daylight saving time (CET) and 2 hours ahead of from Coordinated Universal Time during periods of daylight saving time (CEST);

Deleted: of the power

Deleted: Bidding Obligations for mFRR Capacity Bids

Deleted: The obligations to be respected by the BSP when submitting mFRR Capacity Bids;

Deleted: BSP-DSO Contract

Deleted: An agreement between the BSP and DSO allowing the BSP to provide the mFRR Service to ELIA with the Delivery Points listed in the corresponding BSP-DSO Contract;

Deleted: The Balance Responsible Party, appointed by the BSP, to take in its balancing perimeter the responsibility for the energy volumes requested by ELIA to the BSP for each quarter-hour of a mFRR Service activation. In case Transfer of Energy applies, the supplied energy is allocated to its balancing perimeter in accordance with the ToE Rules;

Deleted: BRP

Deleted: The

Deleted: concluded between ELIA and

Deleted: BRP pursuant to Art. 219 and 220 of the Federal Grid Code

Deleted: service provider

Deleted: Capacity Contracting Time Unit;

Deleted: Art.

Deleted: 3

Deleted: Federal Grid

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Deleted: these Specific Conditions, CDS refers to CDS connected to the ELIA Grid

Deleted: A natural or legal person appointed by the relevant authority as the operator of the CDS;

Deleted: CIPU Contract¶

Deleted: The contract for the Coordination of Injection of Production Units concluded with ELIA, or any other regulated contract(s) that will replace the CIPU Contract, in accordance with the dispositions in Art. 377 of the Federal Grid Code;

Part II – Specific Conditions

22.	Closed Distribution System or "CDS"	As defined in article 2 §1 5° of the Code of Conduct. In those Specific Conditions, "CDS" refers to CDS connected to the ELIA Grid;
23.	Code of Conduct	The code of conduct, approved by CREG by decision (B) 2409 of October 20, 2022, and as amended from time to time, establishing conditions for connection and access to the transmission grid and methods for calculating or setting conditions for the provision of ancillary services and access to cross-border infrastructure, including the procedures for capacity allocation and congestion management;
24.	Congestion Risk Indicator or "CRI"	As defined in the Rules for Coordination and Congestion Management; The three levels of CRI (i.e., low, medium and high) are defined in the Rules for Coordination and Congestion Management.
25.	Connection Contract	As defined in article 2 §1 22° of the Code of Conduct;
26.	Contract with Valorization of the Deviation or "Pass-Through Contract"	Contract by which the Supplier valorizes the difference between the nomination and the final position of the Grid User, as described in CREG Decision 1677[2];
27.	Coordinable or "C"	As defined in the SA Contract;
28.	Counterpart BSP	The party, holding a valid BSP Contract mFRR, with whom the BSP concludes a Transfer of Obligation;
29.	CREG	The federal regulatory authority of gas and electricity markets in Belgium;
30.	Cross-Border Marginal Price or "CBMP"	As defined for each balancing energy product in the Methodology for pricing balancing energy and cross-zonal capacity used for the exchange of balancing energy or operating the imbalance netting process, Cf. ACER Decision N°01/2020 of 24 January 2020;
31.	Day	Period of one Day starting at 00:00 CET morning until 24:00 CET;
32.	Daily Schedule	As defined in the SA Contract;

Deleted: Art.
Deleted: (9)
Deleted: Federal
Deleted: Code;
Deleted: Characteristic of a Delivery Point DP_SU which is technically capable of modifying its power injection on the Elia Grid upon request by ELIA, within 15 minutes;
Deleted: C
Deleted: Day
Deleted: Period of one Day starting at 00:00 CET morning until 24:00 CET;
Deleted: The program of production of a
Deleted: (in MW), given on a quarter-hourly basis[3], provided to ELIA in day-ahead and updated in accordance with the rules of the CIPU Contract;
Deleted: A point on an electricity grid or within the electrical facilities of a Grid User, where a Balancing Service or strategic reserve service is delivered – this point is associated with one or several metering(s) and/or measures, according to dispositions of this Contract, that enable(s) ELIA to control and assess the delivery of the mFRR Service;
Deleted: Delivery Point for which ELIA receives Daily Schedules (in MW), in accordance with the CIPU Contract and that has to be offered as a single unit in mFRR Energy Bid;
Deleted: Delivery Point for which ELIA does not receive Daily Schedules and that can be pooled in Providing Group(s) when offered in mFRR Energy Bid(s);
Deleted: DP_PG
Deleted: An activation of a mFRR Energy Bid for which the request is sent by ELIA 3 minutes before the beginning of the concerned activation;
Deleted: The contribution (in MW) of a Delivery Point to the Pool supplying mFRR Capacity. This value is positive ;

[2] Or any amended version.

27

33.	Delivery Point or "DP"	A point on an electricity grid or within the electrical facilities of a Grid User, where a service is delivered. This point is associated with one or several metering(s) and/or measure(s)[4], according to dispositions of the contract related to this service, that enable(s) ELIA to control and assess the delivery of the concerned service;
34.	Delivery Point DP$_{PG}$ or "DP$_{PG}$"	Delivery Point for which ELIA does not receive Daily Schedules and that can be pooled in Providing Group(s) when offered in mFRR Energy Bid(s);
35.	Delivery Point DP$_{SU}$ or "DP$_{SU}$"	Delivery Point for which ELIA receives Daily Schedules (in MW), in accordance with the SA Contract;
36.	Direct Activation	As defined in article 2(1) of the mFRR Implementation Framework;
37.	DP$_{mFRR,cb,up}$	The contribution (in MW) of a Delivery Point to the Pool supplying mFRR Balancing Capacity. This value is positive;
38.	DP$_{mFRR,max,down}$	The maximum mFRR Power (in MW), in absolute value, that can be supplied by a Delivery Point downwards. This value is negative;
39.	DP$_{mFRR,max,up}$	The maximum mFRR Power (in MW) that can be supplied by a Delivery Point upwards. This value is positive;
40.	DP_Pmax$_{inj}$	As defined in the SA Contract;
41.	DP_Pmax$_{off}$	As defined in the SA Contract;
42.	DP_Pmin$_{inj}$	As defined in the SA Contract;
43.	DP_Pmin$_{off}$	As defined in the SA Contract;
44.	EBGL	The Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing;
45.	Electrical Zone	As defined in the Rules for Coordination and Congestion Management;
46.	ELIA Grid	The electricity grid to which ELIA holds the property right or at least the right of using and operating it, and for which ELIA has been appointed as system operator;
47.	ELIA-Supplier Contract	Contract ELIA-Supplier for the exchange of data related to the Transfer of Energy;

[4] Metering is the recording, for a period of time, of the quantity of active or reactive energy injected or taken from the metering point. 15-minute metering is used for the settlement of the mFRR service and the SDR, for the DA/ID Flexibility Service or for the BRP imbalance. A measurement is the recording of a physical value at a given moment in time. Measurements are used for the settlement of ancillary services like FCR or aFRR.

28

Deleted: The maximum mFRR Power (in MW) that can be supplied by a Delivery Point downwards. This value is negative;

Deleted: The The Elia Grid is divided in a number of electrical zones. Elia assess on a regular basis whether a review of the number of zones is needed. At the moment of submitting the Contract the number of zones is ten: 380, Hainaut East, Hainaut West, Langerbrugge East, Langerbrugge West, Ruien, Merksem, Stalen, Liège and Schaerbeek. However this number can change if operational security analysis indicates a need;

Deleted: ELIA Grid

Deleted: ENTSO-E

Deleted: European Network of Transmission System Operators for Electricity;

Deleted: FCR Downward Power

Deleted: The quantity (in MW) of FCR power in the downward direction;

Deleted: FCR Upward Power

Deleted: The quantity (in MW) of FCR power

Deleted: upward direction;

Deleted: Federal Grid Code

Deleted: Final Client

Deleted: As defined in Art. 2 14° of the Electricity Act. For contractual relations with ELIA, the Final Client is the

Deleted: itself or is represented by the Grid User;

Deleted:

Deleted: An unplanned removal (full or partial) of a Technical Unit providing the mFRR Service for any urgent reason that is not under the operational control of the BSP;

Deleted: Frequency Containment Reserve or "FCR"

Deleted: As defined in Article 3 (6) of the SOGL;

Deleted: Grid User

Deleted: As defined in Art. 2 §1 (57) of the Federal Grid Code for a Grid User connected to the ELIA Grid or to Public Distribution Grid; or as defined in Art. 2 §1 (58) of the Federal Grid Code for a Grid User connected to a CDS;

Deleted: User Declaration

Deleted: The official declaration of the Grid User provided to ELIA, containing proof of the agreement between the BSP and the Grid User to provide the mFRR Service at one (or more) specific Delivery Point(s);

Deleted: A (group of) meter(s), as defined in Art. 2 §1 (5) of the Federal Grid Code, associated with the Access Point as determined by ELIA, or the DSO (for the Public Distribution Grid), installed by ELIA for the ELIA Grid and the DSO for the Public Distribution Grid;

48.	Federal Grid Code	The provisions of the Royal Decree of 22 April 2019, as amended from time to time, establishing a federal technical regulation for the management of and access to the transmission grid;
49.	Forced Outage or "FO"	As defined in article 3(77) of the SOGL;
50.	Frequency Containment Reserve or "FCR"	As defined in article 3(6) of the SOGL;
51.	FSP-DSO Contract	An agreement between the BSP and DSO allowing the BSP to provide the mFRR Service to ELIA with the Delivery Points listed in the corresponding FSP-DSO Contract;
52.	Full Activation Time or "FAT"	As defined in article 2(30) of the EBGL and in article 7(1) of the mFRR Implementation Framework. The FAT of the mFRR Service is 12.5 minutes;
53.	Grid User	As defined in article 2 §1 16° of the Code of Conduct for a Grid User connected to the ELIA Grid or to Public Distribution Grid; or as defined in article 2 §1 12° of the Code of Conduct for a Grid User connected to a CDS;
54.	Grid User Declaration	The official declaration of the Grid User provided to ELIA, containing proof of the agreement between the BSP and the Grid User to provide the mFRR Service at one (or more) specific Delivery Point(s);
55.	Headmeter	A (group of) meter(s), as defined in article 2 §1 59° of the Code of Conduct, associated with the Access Point as determined by ELIA, or the DSO (for the Public Distribution Grid), installed by ELIA for the ELIA Grid and the DSO for the Public Distribution Grid;
56.	Headmetering	The recording of active energy, as defined in article 2 §1 60° of the Code of Conduct, by means of a Headmeter;
57.	Imbalance Price	As defined in article 2(12) of EBGL;
58.	Injection	The injection of active power as measured at the Delivery Point. The term Injection is used to designate a certain direction of energy flow: from the Delivery Point towards the electrical grid;
59.	LFC Block Operational Agreement or "LFCBOA"	LFC block operational agreement ELIA, in accordance with article 119 of the SOGL;
60.	LFC Means	A document, approved by the CREG, describing the methodology to determine the volumes of balancing capacity for aFRR and mFRR for the ELIA LFC block, pursuant to article 213 of the Code of Conduct;

61.	Load-Frequency Control Block or "LFC Block"	As defined in article 3 (18) of the SOGL;
62.	Local Marginal Price or "LMP"	The marginal price of all selected mFRR Energy Bids in the ELIA LFC Block. The LMP for a Scheduled Activation corresponds to the local mFRR demand for Scheduled Activation, it is equal to the highest (lowest) bid price of all mFRR Energy Bids selected for Scheduled Activation in the positive (negative) direction. The LMP for a Direct Activation corresponds to the local mFRR demand for Direct Activation, it is equal to the highest (lowest) bid price of all mFRR Energy Bids selected for Direct Activation in the positive (negative) direction;
63.	Manual Frequency Restoration Reserve or "mFRR"	Frequency Restoration Reserve (FRR), as defined in article 3 (7) of the SOGL, that can be activated manually;
64.	Marginal Price or "MP"	When ELIA is connected to the mFRR-Platform, the Marginal Price is calculated by the mFRR-platform and is defined as the Cross-Border Marginal Prices (CBMP); When ELIA is disconnected[5] from the mFRR-Platform, the Marginal Price is calculated based on the last bids activated by ELIA and is defined as the Local Marginal Price (LMP);
65.	Maximum Activation Time or "MAT"	Maximum time (in minutes) during which the maximum volume of a set of mFRR Energy Bids can be continuously activated;
66.	Maximum Energy Level or "MEL"	Maximum amount of energy (in MWh) that can be continuously activated in a set of mFRR Energy Bids.
67	mFRR$_{max}$	The maximal power (in MW) of mFRR Balancing Capacity that can be offered by the BSP in capacity auctions;
68.	mFRR Awarded	The quantity of the mFRR Balancing Capacity (in MW) awarded by ELIA to the BSP for a certain CCTU, in relation to the BSP Contract mFRR;
69.	mFRR Balancing Capacity	A volume of balancing capacity, as defined in article 2(5) of the EBGL, in the framework of the mFRR Service;

Deleted: The point in time as of which submission (or update) of a mFRR Capacity Bid can start;

Deleted: mFRR Capacity GOT

Deleted: mFRR Capacity Product

Deleted: One of the mFRR Capacity Products, being either mFRR Standard or mFRR Flex;

Deleted: A combination of a volume (in MW) and a price (in €/MWh), submitted by the BSP to ELIA for activation;…

Deleted: Energy Bid

Deleted: mFRR Flex

Deleted: The mFRR Capacity Product characterized by a limited activation time and a neutralization time between two successive activations;

Deleted: mFRR Made Available ¶

Deleted: The mFRR Power

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Deleted: the mFRR Capacity actually made available to ELIA by the BSP through submission

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[5] This fallback scenario is explained in detail in the Balancing Rules.

70.	mFRR Balancing Energy Gate Closure Time or "mFRR Balancing GCT"	The Balancing Energy Gate Closure Time, as defined in article 2(27) of the EBGL, for the mFRR Service. The mFRR Balancing GCT is 25 minutes before the beginning of the concerned quarter-hour;
71.	mFRR Bidding Obligations	The obligations to be respected by the BSP when submitting mFRR Capacity Bids;
72.	mFRR Capacity Bid	A combination of an offered volume (in MW) and a price (in €/MW/h), allowing ELIA to procure mFRR Balancing Capacity for a defined CCTU;
73.	mFRR Capacity Gate Closure Time or "mFRR Capacity GCT"	The point in time when submission or update of a mFRR Capacity Bid is no longer permitted;
74.	mFRR Capacity Gate Opening Time or "mFRR Capacity GOT"	The point in time as of which submission (or update) of a mFRR Capacity Bid can start;
75.	mFRR Capacity Product	The standard product for balancing capacity defined in article 1(28) of the EBGL and compliant with the requirements set in the article 25 of the EBGL and in the annex 1 of the SPBC;
76.	mFRR Energy Bid	A combination of a volume (in MW) and a price (in €/MWh), submitted by the BSP to ELIA for activation in the framework of a BSP Contract mFRR;
77.	mFRR Energy Missing	The energy (in MWh) corresponding to the difference between the energy related to the mFRR Requested and the mFRR Supplied by the BSP;
78.	mFRR Implementation Framework or "mFRR IF"	The implementation framework for the European platform for the exchange of balancing energy from frequency restoration reserves with manual activation, cf. ACER Decision N°03/2020 of 24 January 2020;
79.	mFRR Made Available	The mFRR Power (in MW) of the mFRR Balancing Capacity actually made available to ELIA by the BSP through submission of mFRR Energy Bid(s);
80.	mFRR Missing MW	The difference (in MW) between mFRR Requested for an availability test and the mFRR Supplied by the BSP;
81.	mFRR Obligation	The sum of mFRR Awarded and Accepted Transfers of Obligation of the mFRR Service;

Deleted: Service that is governed by this Contract, comprising only the provision of mFRR

Deleted: Bids or both

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Deleted: Capacity and mFRR Energy Bids;

Deleted: mFRR Service

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Deleted: The quantity of mFRR Power (in MW) physically supplied by the BSP to ELIA;

Deleted: Value indicating the offtake of active power at a Delivery Point. The term offtake is used to designate a certain sense of energy flow and does not exclusively refer to the technical means with which mFRR Service is provided;…

Deleted: Offtake

Deleted: A qualification procedure in accordance with public procurement rules in which candidates for provision of the mFRR Service are screened based on criteria set by ELIA in a publication on ted.europe.eu;

Deleted: Opt Out Regime

Deleted: Arrangement, according to which the BSP, the BRPBSP, the BRP(s)source and Supplier(s) of a Delivery Point jointly agree to enter in an Opt-Out Regime; …

Deleted: As defined in ToE Rules;

Deleted: Pmax

Deleted: The maximum power (in MW), that the Delivery Point DP$_{SU}$ can inject into (or take off) the ELIA Grid for a certain quarter-hour, taking into account all technical, operational, meteorological or other restrictions known at the time of notification to ELIA with the Daily Schedule, without taking into account any participation of the Technical Unit in the provision of Balancing Services;

Deleted: Pmin Available

Deleted: The minimum power (in MW), that the Delivery Point DP$_{SU}$ can inject into (or take off) the ELIA Grid for a certain quarter-hour, taking into account all technical, operational and meteorological or other restrictions known at the time of notification to ELIA with the Daily Schedule, without taking into account any participation of the Technical Unit in the provision of Balancing Services;

Deleted: The complete list of Delivery Points included by the BSP in the Contract or in the BSP-DSO Contract;

31

82.	mFRR Power	A quantity of mFRR Service expressed in MW;
83.	mFRR Requested	The mFRR Power requested (in MW) by ELIA to a BSP for a certain quarter-hour. In case that mFRR Requested is an upward (respectively downward) activation of the mFRR Service, this value is positive (respectively negative);
84.	mFRR Service	The Balancing Service that is governed by the BSP Contract mFRR, comprising only the provision of mFRR Energy Bids or both the provision of mFRR Balancing Capacity and mFRR Energy Bids;
85.	mFRR Supplied	The quantity of mFRR Power (in MW) physically supplied by the BSP to ELIA;
86.	mFRR-Platform or European mFRR-Platform	As defined in Article 20 of the EBGL;
87.	Month	Period starting at 00:00 CET the 1st Day of the month until 24:00 CET the last Day of the month;
88.	Neutralization Time	The time after the activation of an mFRR Energy Bid, part of a bid group, during which subsequent mFRR Energy Bids, part of the same bid group, cannot be activated;
89.	Offtake	The offtake of active power as measured at a Delivery Point. The term Offtake is used to designate a certain direction of energy flow: from the electrical grid towards the Delivery Point;
90.	OPA Contract	Contract for the Outage Planning Agent, pursuant to article 126 of the Code of Conduct;
91.	Open Qualification Procedure	A qualification procedure in accordance with public procurement rules in which candidates for provision of the mFRR Service are screened based on criteria set by ELIA in a publication on http://www.ted.europa.eu;
92.	Operating Mode	Any subset of Technical Units being part of the same Technical Facility, that can generate or consume electricity on its own;
93.	Opt Out Arrangement	Arrangement, according to which the BSP, the BRP$_{BSP}$, the BRP(s)$_{source}$ and Supplier(s) of a Delivery Point jointly agree to enter in an Opt Out Regime;
94.	Opt Out Regime	As defined in the ToE Rules. In case all concerned parties are the same entity, this is considered as an implicit Opt Out;
95.	Pass-Through Regime	As defined in the ToE Rules;

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or "Pmeasured"¶

Deleted: . Net offtake from the Elia Grid is considered as a positive value, net injection into the Elia Grid is considered as a negative value;

Deleted: Procedure For Delivery Point Acceptance

Deleted: Procedure For BSP Acceptance

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Deleted: Delivery Points part of the Pool of

Deleted: Art. 2, 49°

Deleted: Federal Grid Code

Deleted: "DSO Grid"

Deleted: 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;

Deleted: Red Zone

Deleted: A zone that shows a congestion risk as determined by ELIA; …

Deleted: The set of rules, as defined by Art. 19bis §2 of the Electricity Act and approved by the CREG, that lay down the principles for Transfer of Energy;

Deleted: Scheduled Activation

Deleted: An activation of a

Deleted: requested by ELIA

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Deleted: A contract for strategic generation reserve or a contract for strategic demand reserve;

Deleted: Strategic Reserve Contract

Deleted: Either a meter, as defined in Art. 2 §1 (5) of the Federal Grid Code, situated downstream of the Headmeter; or, an equation between one or more meter(s) situated downstream the Headmeter and/or the Headmeter;…

Deleted: The recording of active energy, as defined in Art. 2 §1 (4) of the Federal Grid Code, by means of a Submeter;

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32

96.	Point of Scheduled Activation	As defined in article 2(1) of the mFRR Implementation Framework;
97.	Pool	The complete list of Delivery Points included by the BSP in the BSP Contract mFRR or in the FSP-DSO Contract;
98.	Power Measured or "DPmeasured"	The net active power, i.e. the difference between gross offtake and gross injection, measured at a Delivery Point per quarter-hour. Net offtake from the electricity grid is considered as a positive value, net injection into the electricity grid is considered as a negative value;
99.	Procedure For BSP Acceptance	Procedure to ensure the compliance of the BSP to all conditions required to participate in the mFRR Service;
100.	Procedure For Delivery Point Acceptance	Procedure to ensure the compliance of the Delivery Point to all conditions required to participate in the mFRR Service;
101.	Providing Group	Any set of Delivery Points part of the Pool of the BSP;
102.	Public Distribution Grid	As defined in article 2 §1 10° of the Code of Conduct;
103.	Public Distribution System Operator or "DSO"	As per article 2 §1 17° of the Code of Conduct; 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.
104.	Redispatching Energy Bid or "RD Energy Bid"	As defined in the SA Contract;
105.	Redispatching Gate Closure Time or "RD GCT"	As defined in the SA Contract;
106.	Rules for Coordination and Congestion Management	A document, approved by the CREG, describing the operating rules, followed by ELIA, to ensure security and reliability of the ELIA Grid and to manage congestion, pursuant to article 59 (10) of the Electricity Directive, and article 122 of the Code of Conduct;
107.	Rules for the Organization of the Transfer of Energy or "ToE Rules"	The set of rules, as defined by article 19bis §2 of the Electricity Act and approved by the CREG, that lay down the principles for Transfer of Energy;

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108.	SA Contract	Contract for the Scheduling Agent, pursuant to article 131 of the Code of Conduct;
109.	Scheduled Activation	As defined in article 2(1) of the mFRR Implementation Framework;
110.	Scheduling Agent or "SA"	As defined in article 3(90) of the SOGL, and identified on the first page of the SA Contract;
111.	Submeter	Either a meter, as defined in article 2 §1 59° of the Code of Conduct, situated downstream of the Headmeter; or, an equation between one or more meter(s) situated downstream of the Headmeter and/or the Headmeter;
112.	Submeter Technical Info Checklist	Report demonstrating that the minimum technical requirements established by ELIA for the Submetering facility are fulfilled;
113.	Submetering	The recording of active energy, as defined in article 2 §1 60° of the Code of Conduct, by means of a Submeter;
114.	Submetering Delivery Point	A Delivery Point for which the mFRR Power is measured by Submetering;
115.	Supplier	As defined in article 2 15°bis of the Electricity Act;
116.	Supporting mFRR Providing Group	A set of Delivery Points part of the Pool of the BSP that can be used to deliver the mFRR Service without being part of an mFRR Energy Bid;
117.	Technical Facility	Complete set of Technical Unit(s) that are operationally linked, and which, combined together in one or several Operating Modes, can inject (or take off) electricity;
118.	Technical Unit	Device or aggregation of devices connected directly or indirectly to the electrical grid that produces and/or consumes electricity;
119.	Transfer of Energy or "ToE"	As defined in article 19bis §2 of the Electricity Act;
120.	Transfer of Obligation	Part or all of the quantity of mFRR Awarded, that the BSP (respectively a Counterpart BSP) transfers to a Counterpart BSP (respectively the BSP);
121.	Transfer Price	The price agreed upon during the commercial negotiation between the BSP and a Supplier for the financial compensation between the BSP and the concerned Supplier in case Transfer of Energy applies. In case of lack of agreement on the financial compensation between the BSP and the Supplier, the Transfer Price by default is determined, based on a CREG decision, in application of the article 19bis §4 of the Electricity Act;

Part II – Specific Conditions

122.	Working Day	Any calendar day except for Saturday, Sunday and Belgian public holidays.
123.	Year	Period starting at 00h00 CET the 1st of January of a year until 24h00 CET of the 31st of December of the same year.

TITLE 2: CONDITIONS FOR PARTICIPATION TO THE SERVICE

ART. II.2   CONDITIONS FOR BSP

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

II.2.2   The BSP has designated a BRP$_{BSP}$, being either:

- itself: in this case, a notification is sent by the BSP to ELIA; or

- another party: in the latter case, the BSP provides the name of the BRP$_{BSP}$ complemented by an electronic copy of the signed declaration of the BRP$_{BSP}$, established according to the template provided in Annex 1.B.

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

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

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

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

II.2.6   In case of observation of a suspicious BSP behavior regarding REMIT regulation, ELIA may request a sound justification to the BSP by e-mail to the contractual responsible listed in Annex 16. From that request, the BSP disposes of 7 Working Days to provide an answer to ELIA. If, after investigation, ELIA suspects that the BSP behavior might breach REMIT regulation, ELIA notifies the CREG.

II.2.7   Without prejudice to Art. I.11 of the General Conditions, in case of observation of a BSP behavior that might prejudice the functioning of the market, ELIA will request a sound justification to the BSP by e-mail to the contractual responsible listed in Annex 16. From that request, the BSP disposes of 7 Working Days to provide an answer to ELIA. If the provided justification is not satisfying, ELIA notifies the CREG. After discussion with the BSP and following consultation of the CREG, ELIA may decide to exclude the BSP from the mFRR Service starting from the moment of notification by ELIA and for a certain period of time agreed between ELIA and the CREG.

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Part II – Specific Conditions

ART. II.3   CONDITIONS FOR DELIVERY POINTS

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

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

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

II.3.2   A Delivery Point must comply with the metering requirements set forth in Annex 3.

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

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

II.3.5   A Delivery Point DP_{SU} can only be part of the Pool of the BSP at the condition that it is included in a valid OPA Contract and a valid SA Contract[7].

II.3.6   Pursuant to the article 219(2) of the Code of Conduct and the article 18(7)b of the EBGL, all the available upward or downward active power must be offered by a BSP in the form of mFRR Energy Bids, provided that this power is not already offered in the form of aFRR Energy Bids, for:

- each power generation unit with a maximum power equal to or higher than 25 MW; and

- each type C or D energy storage facility, in accordance with the maximum power thresholds set out in the Federal Grid Code

II.3.7   Any Delivery Point DP_{SU}, linked to a Technical Facility deemed as Coordinable (C) and listed in a SA Contract[8], and for which the obligations in Art. II.3.6 apply, are automatically included in the Pool of the BSP.

II.3.8   All Delivery Points DP_{PG}, connected to the ELIA Grid or to a CDS, must have successfully completed the following elements of the Procedure for Delivery Point Acceptance, pursuant to Annex 2:

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

- The choice of the Baseline[9] for each Delivery Point DP_{PG}, according to the applicable methods listed in Annex 2.D;

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[7] During the transition period in which the party that is appointed as BRP_{source} takes the role of Outage Planning Agent and Scheduling Agent for the concerned Delivery Point DP_{SU}, in compliance with article 243 of the Code of Conduct, the same party undertakes the role of the BSP and the BRP_{source}. After the transition period the BSP and BRP_{source} should remain the same party.
[8] At a later stage, this information will be part of the Connection Contract.
[9] The Baseline is the reference that will be used to determine the mFRR Supplied as well as the $mFRR_{max}$.

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

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

II.3.9   By default, the Baseline of a Delivery Point DP$_{SU}$ corresponds to the Daily Schedule communicated by the Scheduling Agent and used by ELIA in all the processes described in the SA Contract.

As per Art. II.10.15 and Art. II.10.16, in the framework of an mFRR Energy Bid update, the Baseline of a DP$_{SU}$ can be updated so that it corresponds to the "new Daily Schedule" submitted by the BSP to ELIA in the context of the BSP Contract mFRR.

II.3.10   The Baseline of a Delivery Point DP$_{PG}$ is always defined by the baselining method (defined in Annex 2.D) chosen by the BSP.

II.3.11   The BSP and ELIA agree on the list of Delivery Points connected to the ELIA Grid or to a CDS in accordance with the template provided in Annex 4. The BSP declares that all listed Delivery Points are compliant with all applicable conditions, as per Art. II.3, and technically capable to provide the mFRR Service.

II.3.12   The agreed list of Delivery Points connected to the ELIA Grid or to a CDS, based on the template in Annex 4, should at all times be kept up to date by the BSP.

II.3.13   The agreed list of Delivery Points connected to the ELIA Grid or to a CDS may be modified by submitting an updated list, based on the template in Annex 4, via e-mail to the contractual responsible as mentioned in Annex 16, under the following conditions:

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

- Following the request by the BSP of an update of Annex 4, ELIA disposes of 5 Working Days to approve (or reject) the modifications and notify the approval (or reasons for rejection[10]) to the BSP by e-mail to the contractual responsible, as per Annex 16.

- The addition of a Delivery point does not modify the maximal mFRR Power (mFRR$_{max}$) that can be offered by the BSP in capacity auctions. In order to increase the mFRR$_{max}$, the BSP asks for a prequalification test in accordance with Art. II.7.

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

- In case of removal of a Delivery Point participating to the mFRR Capacity Product, ELIA will update the maximal mFRR Power (mFRR$_{max}$) that can be offered by the BSP in capacity auctions in accordance with dispositions of Annex 6.C.

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

II.3.14   For each Delivery Point DP$_{SU}$ connected to the ELIA Grid or to a CDS, the following values in Annex 4 are determined as follows:

- The DP$_{mFRR,max,up}$ – relevant for upward mFRR Energy Bids submission – is determined by DP_Pmax$_{inj}$, DP_Pmax$_{off}$ and DP_Pmin$_{inj}$ of the concerned DP$_{SU}$;

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[10] A Delivery Point may only be rejected by ELIA in case it does not respect the rules stipulated in the BSP Contract mFRR. Before any definitive rejection an update of Annex 4, ELIA will notify the CREG.

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- The $DP_{mFRR,max,down}$ – relevant for downward mFRR Energy Bids submission – is determined by DP_Pmax$_{inj}$, DP_Pmax$_{off}$, and DP_Pmin$_{off}$ of the concerned DP$_{SU}$;

- The $DP_{mFRR,cb,up}$ – relevant for participation to mFRR capacity auctions – is determined from the result of the prequalification test pursuant to Art. II.7.

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

II.3.15   For each Delivery Point DP$_{PG}$ connected to the ELIA Grid or to a CDS, the BSP declares in Annex 4 the following values:

- The $DP_{mFRR,max,up}$ – relevant for upward mFRR Energy Bids submission;

- The $DP_{mFRR,max,down}$ – relevant for downward mFRR Energy Bids submission;

- The $DP_{mFRR,cb,up}$ – relevant for participation to mFRR capacity auctions – is determined from the result of the prequalification test pursuant to Art. II.7.

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

II.3.16   The metering requirements for a Delivery Point DP$_{PG}$ connected to the Public Distribution Grid, are defined in the FSP-DSO Contract.

II.3.17   The Baseline of a Delivery Point DP$_{PG}$, pursuant to Art. II.3.8, may be modified by submitting a request by e-mail to the contractual responsible designated in Annex 16. The modification will only be effective on the condition that a new prequalification test is performed, in accordance with dispositions of Annex 6.D Consequently, mFRR$_{max}$ will be updated.

II.3.18   For Delivery Points DP$_{PG}$ for which the BSP makes use of the High X of Y Baseline, ELIA performs a Baseline control in compliance with the dispositions in Annex 2.E. In case the Baseline control is not considered as succeeded, the High X of Y Baseline can no longer be used for the Delivery Point. In such a case ELIA will provide the BSP with a sound justification and notify the CREG.

II.3.19   A Delivery Point may be disqualified if the participation of the Delivery Point in the mFRR Service jeopardizes the security of the ELIA Grid, the Public Distribution Grid or the CDS. In such a case, a sound justification is provided to the BSP and to the CREG.

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Part II – Specific Conditions

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

Financial guarantee

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

II.4.2 The bank guarantee complies with all provisions of chapter IV of CREG Decision 1677[11].

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

Transfer of Energy regime

II.4.4 The Transfer of Energy regime is chosen respecting the dispositions of the ToE Rules.

II.4.5 A Delivery Point can be part of the Pool of the BSP if one of the following conditions is satisfied:

- The Grid User Declaration, received for the Delivery Point, confirms the use of a Transfer of Energy via corrected metering as described in ToE Rules.

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

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

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

- A copy of the CREG decision, authorizing the BSP and the Supplier(s) to apply the Transfer Price by default[12], has been provided by the BSP to ELIA.

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

ART. II.5   COMBINABILITY CONDITIONS

II.5.1   A Delivery Point part of a BSP Contract mFRR can be included in a BSP Contract FCR, a BSP Contract aFRR and/or an FSP Contract DA/ID with ToE at the condition that the BSP is the same party.

II.5.2   A Delivery Point DP_{PG} included in an mFRR Energy Bid cannot be included in an aFRR Energy Bid for the same quarter-hour. A Delivery Point DP_{PG} included in an mFRR Energy Bid cannot participate in an activation in the context of a FSP Contract DA/ID with ToE.

II.5.3   Any other Delivery Point, upstream or downstream of the Delivery Point supplying mFRR Service[13], cannot be part of any other Balancing Service, including mFRR Service itself, independently from the fact that the BSP is the same party. However, if the BSP of both Delivery Points is the same party, ELIA will tolerate the situation, only for the FCR, at the condition that the BSP renounces to invoke any influence of the Balancing Service supplied downstream on the Balancing Service supplied upstream.

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[13] In other words, there cannot be a cascade between two Delivery Points in order to avoid any influence from one on the other. Each Delivery Point must be independent of each other.

TITLE 3: TESTS PRIOR TO PARTICIPATION TO THE MFRR SERVICE

ART. II.6   COMMUNICATION REQUIREMENTS

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

II.6.2   Pursuant to Art. II.6.1, the BSP must respect the requirements controlled during the communication test, described in Annex 5, at all times during the validity of the BSP Contract mFRR. If the BSP no longer complies with these requirements (through no fault of ELIA), the BSP is temporarily excluded from the mFRR Service starting from the moment of notification by ELIA. In such a case, ELIA provides a justification to the CREG before excluding the BSP from the mFRR Service.

The BSP has to succeed a new communication test in order to be considered again by ELIA for the provision of the mFRR Service. If the non-compliance is observed for a period for which the BSP has an mFRR Obligation, incentives described in Art. II.16.1 and II.16.3 apply.

II.6.3   The BSP has the obligation to pro-actively maintain the communication channels in good functioning order. Any failure of activation due to unavailability or dysfunction of these communication channels (through no fault of ELIA) is the sole responsibility of the BSP.

II.6.4   Both Parties can request a communication test at any time to check whether the communication channels are operational.

II.6.5   ELIA will not remunerate costs linked to a communication test.

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Part II – Specific Conditions

ART. II.7   PREQUALIFICATION TEST

II.7.1   The BSP must perform a prequalification test as specified in Annex 6, prior to first participation in capacity auctions.

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

II.7.3   The outcome of the prequalification test(s), as provided by Annex 6, determines the maximal mFRR Power (mFRR$_{max}$) that can be offered to ELIA by the BSP in mFRR capacity auctions.

II.7.4   Subject to conditions of Art. II.7.2, the BSP can request to perform a prequalification test at any moment following provisions of Annex 6.

II.7.5   For a Delivery Point DP$_{SU}$, a prequalification test is performed for at least one of the related Operating Modes[15], in accordance with the rules set forth in Annex 6. In case the BSP has performed multiple prequalification tests for different Operating Modes, ELIA will only consider the maximal DP$_{mFRR,cb,up}$ of the different prequalification tests to determine mFRR$_{max}$.

II.7.6   For a Delivery Point DP$_{PG}$, a prequalification test may be performed on a single Delivery Point or on a Providing Group in accordance with the rules set forth in Annex 6.

II.7.7   Any Delivery Point participating in a prequalification test cannot also be included in an aFRR Energy Bid, in an mFRR Energy Bid, in a Supporting aFRR Providing Group, in a Supporting mFRR Providing Group or in another prequalification test for the same quarter-hour.

II.7.8   In the context of the prequalification process defined in article 159(6) of the SOGL, all Delivery Points participating to the provision of the mFRR Capacity Product must complete a prequalification test at least every 5 years.

II.7.9   A prequalification test will not be considered as an activation as described in Art. II.11.

II.7.10   The Transfer of Energy for concerned Delivery Points applies for a prequalification test.

II.7.11   In case a prequalification test is performed, based on Delivery Points for which Transfer of Energy applies, the corresponding mFRR Supplied will be taken into account for the computation of the minimal amount of the bank guarantee, pursuant to Art. II.4.2.

II.7.12   The BSP is not remunerated for a prequalification test.

II.7.13   The Parties have the right to abort a prequalification test at any moment for technical or security reasons. The Party who takes the decision immediately informs the other Party by phone call to the real-time contact, as per Annex 16 and by e-mail to the contractual responsible as per Annex 16. The e-mail should include the justification for suspension of the prequalification test.

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[15] For instance, in case a CCGT may participate as a CCGT or as an OCGT, two prequalification tests may be foreseen for the Delivery Point DP$_{SU}$ "GT": one for the OCGT Operating Mode and one for the CCGT Operating Mode.

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TITLE 4: CAPACITY AND ENERGY PROCUREMENT

ART. II.8   PROCUREMENT OF MFRR CAPACITY

II.8.1   ELIA procures the mFRR Balancing Capacity by running a capacity auction in accordance with the process described in Annex 7.

II.8.2   The BSP can participate in capacity auctions if the following cumulative conditions are met:

- The BSP holds a valid BSP Contract mFRR in accordance with Annex 7.A; and
- The BSP has a positive mFRR$_{max}$ pursuant to Art. II.7.

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

II.8.4   The mFRR Balancing Capacity to be procured by ELIA is determined in the LFC Means.

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

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

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

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

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ART. II.9   TRANSFER OF OBLIGATION

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

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

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

II.9.4   The requestor party (being either the Counterpart BSP or the BSP) initiates the Transfer of Obligation. When the other party (being either the Counterpart BSP or the BSP) accepts the Transfer of Obligation, the status of the concerned Transfer of Obligation becomes accepted. The rules and procedure to be followed by the BSP and the Counterpart BSP in case of a Transfer of Obligation are described in Annex 8.

II.9.5   When the Transfer of Obligation presents a status accepted, as per Art. II.9.4, ELIA adapts the mFRR Obligation of the BSP and the Counterpart BSP for the applicable quarter-hour(s) by:

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

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

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

II.9.6   Consequently, the availability control, as per Art. II.13, and the activation control, as per Art. II.14, as well as the resulting incentives for non-compliance, as per Art. II.16, among other provisions, will be based on the amended mFRR Obligation of the BSP and the Counterpart BSP, resulting from the Transfer(s) of Obligation.

II.9.7   The remuneration for the mFRR Awarded, as per Art. II.15.3, remains fixed irrespective of any Transfer of Obligation that the BSP has agreed with Counterpart BSP(s).

II.9.8   ELIA will not grant any remuneration under Art. II.15.3 to the Counterpart BSP with which the BSP has agreed a Transfer of Obligation.

II.9.9   Without prejudice to Art. II.9.6, the conditions, financial or otherwise, of the Transfer of Obligation between the BSP and the Counterpart BSP are to be arranged between them. ELIA does not have to be informed nor involved in any decision in this respect beyond the observance of the rules laid down in Annex 8.

II.9.10   Any dispute, arising from a failure on the part of the BSP or the Counterpart BSP to comply with its commitments in the framework of the agreement under which they are bound to one another for the Transfer of Obligation, will not be reported to ELIA nor arbitrated by ELIA.

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Part II – Specific Conditions

ART. II.10   SUBMISSION OF MFRR ENERGY BIDS

II.10.1   The duration of an mFRR Energy Bid is a single quarter-hour.

II.10.2   The BSP submits mFRR Energy Bids in accordance with Art. II.3.6 and respecting the rules set out in Annex 9.

II.10.3   For each quarter-hour, the BSP may choose which Delivery Points part of the Pool are included in the mFRR Energy Bid, while complying with the conditions set forth in Annex 9.

II.10.4   The BSP makes best effort to submit contracted mFRR Energy Bids for possible activation on Day D, taking into account Art. II.10.21, at the latest in day-ahead (Day D-1) at 15:00 CET, according to the rules set out in Annex 9.

II.10.5   mFRR Energy Bids can be submitted until mFRR Balancing GCT, in accordance with the rules set forth in Annex 9.

II.10.6   As specified in Annex 9.A.1 and without prejudice to Article II.10.2 and Article II.10.2020, the BSP may submit an mFRR Energy Bid with a Maximum Activation Time and/or a Maximum Energy Level and/or a Neutralization Time[16].

ELIA may request the BSP to justify the use of the Maximum Activation Time and/or the Maximum Energy Level and/or Neutralization Time for mFRR Energy Bids. If the provided justification is not satisfying, ELIA reserves the right to refuse the use of a Maximum Activation Time and/or a Neutralization Time for the Delivery Points that were included in the concerned mFRR Energy Bids, after notification to the CREG.

II.10.7   mFRR Energy Bids can be updated until mFRR Balancing GCT[17], in accordance with the rules set forth in Annex 9.

II.10.8   Each time (the update of) an mFRR Energy Bid is submitted to ELIA, checks, as described in Annex 9.D, are performed by ELIA. In case of non-compliance with the requirements of these checks, the concerned (update of) mFRR Energy Bid is automatically rejected by ELIA and the BSP is directly notified of the rejection as well as the reason for rejection.

II.10.9   At mFRR Balancing GCT, an mFRR Energy Bid is a firm commitment by the BSP to supply the corresponding mFRR Power.

II.10.10   The BSP is responsible for the correctness and accuracy of its mFRR Energy Bids. ELIA cannot be held responsible for any potential mistakes or errors in the mFRR Energy Bid submission to ELIA.

II.10.11   For each quarter-hour, the BSP may decide to list a set of Delivery Points in the Supporting mFRR Providing Group. These Delivery Points can be used to provide the mFRR Requested during the concerned quarter-hour following the rules of Art. II.11.9. The rules for mFRR Energy Bids as defined in Art. II.10.1, Art. II.10.3, Art. II.10.5, Art. II.10.7, Art. II.10.8 and Art. II.10.10 also apply for the Supporting mFRR Providing Group.

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[16] The complete functionalities of the Maximum Activation Time, the Maximum Energy Level and the Neutralization time are described in the relevant technical documentation available on the ELIA website or can be requested by e-mail to ELIA contractual responsible listed in Annex 16.
[17] As stipulated in Art. II.18.5, this article does not apply for contracted mFRR Energy Bids that are activated for redispatching.

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

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

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Deleted: <#>In case a Forced Outage occurs leading to a decrease of the volume offered in a mFRR Energy Bid: ¶
the BSP informs ELIA of the impacted volume and corresponding estimated duration of the unavailability. The communication is performed by e-mail, according to the template of Annex 9.E, to ELIA real-time contact and copy to the contractual responsible, as per Annex 16, as soon as the BSP notices the Forced Outage; ¶
the BSP immediately updates the impacted mFRR Energy Bid(s). ¶

II.10.12   As of mFRR Balancing GCT and until 5 minutes after the start of the quarter-hour for which an mFRR Energy Bid was submitted or until an activation request has been received by the BSP for the mFRR Energy Bid, the BSP can submit a request to decrease the volume of its mFRR Energy Bid under the following circumstances:

- A Redispatching Energy Bid, provided by a Delivery Point DP$_{SU}$ also included in the non-contracted mFRR Energy Bid, is activated by ELIA[18]; or

- The mFRR Energy Bid is impacted by a Forced Outage.

II.10.13   As of mFRR Balancing GCT and until 5 minutes after the start of the quarter-hour for which a non-contracted upwards (respectively downwards) mFRR Energy Bid was submitted or until an activation request has been received by the BSP for the mFRR Energy Bid, the BSP can submit a request to decrease the volume of its non-contracted upwards mFRR Energy Bid (respectively downwards) if the following conditions are met:

- The BSP has a firm intention, at the moment of the request, to dispatch one or several Delivery Point(s), part of that non-contracted upwards mFRR Energy Bid (respectively downwards), to balance the perimeter of the concerned BRP (i.e. for self-balancing), balance the ELIA LFC Block (i.e. for reactive balancing) or perform a trade on the intraday market; and

- The non-contracted upwards (respectively downwards) mFRR Energy Bid does not contain any Delivery Point included in a zone with a medium or a high level of CRI in the upward (respectively downward) direction.

Upon request of ELIA, the BSP must justify the request taking into account the above-mentioned conditions and explain how it operated the volume removed from the mFRR Energy Bid.

II.10.14   The request as well as the reason for updating the mFRR Energy Bid after the related mFRR Balancing GCT (as per Art. II.10.12 and Art. II.10.13) is communicated by the BSP to ELIA in accordance with the procedure set out in Annex 9; knowing that only the circumstances mentioned in Art. II.10.12 and Art. II.10.13 will be considered as valid reasons.

II.10.15   In case the BSP updates (and is allowed to do so, according to the rules set out in Art. II.10) an mFRR Energy Bid related to a Delivery Point DP$_{SU}$ after the RD GCT of the quarter-hour for which the concerned mFRR Energy Bid was submitted, it must ensure that the Baseline of each Delivery Point DP$_{SU}$ included in this mFRR Energy Bid, is updated accordingly.

The BSP submits the Baseline update for a Delivery Point DP$_{SU}$ in the framework of an mFRR Energy Bid update respecting the rules set out in Annex 9.E.

II.10.16   The Baseline, updated in the framework of an mFRR Energy Bid update after RD GCT, as per Art. II.10.15, will be used by ELIA as part of the activation control (as per Annex 12) and, does not replace in any way, the Daily Schedule communicated by the Scheduling Agent and used by ELIA in all the processes described in the SA Contract. The sole purpose of this update is for the BSP to have a correct Baseline for the mFRR activation control.

II.10.17   As soon as the BSP notices a Forced Outage leading to an unfeasible delivery of the volume offered in its mFRR Energy Bid(s), the BSP submits an update of its impacted mFRR Energy Bid(s) with a decreased volume. In case the concerned mFRR Balancing GCT has passed, the BSP shall respect the process described in Art. II.10.12.

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[18] If an mFRR Energy Bid submitted for a quarter-hour is activated, and if this bid includes a DP$_{SU}$ which is also included in a Redispatching Energy Bid activated for the same quarter-hour, then the BSP can reach out to ELIA to demonstrate why the delivery of the volume of the mFRR Energy Bid was not feasible; considering its possibility to update the concerned mFRR Energy Bid as per Art. II.10.12.

II.10.18   For each quarter-hour, the BSP submits contracted mFRR Energy Bid(s) available for both Scheduled Activation and Direct Activation for a volume that is equal to at least its concerned mFRR Obligation.

In case the BSP's mFRR Obligation for a CCTU is higher than the mFRR Obligation for the subsequent CCTU, the BSP is allowed to submit contracted mFRR Energy Bid(s) available for Scheduled Activation only for the last quarter-hour of the first CCTU. The maximum volume of contracted mFRR Energy Bid(s) offered for Scheduled Activation only, is less than or equal to the difference between the mFRR Obligations of both CCTUs.

II.10.19   For each quarter-hour, the BSP makes its best efforts to submit mFRR Energy Bid(s) available for both Scheduled Activation and Direct Activation for a volume that is equal to at least the obligation mentioned in Art. II.3.6.

II.10.20   Without prejudice to Art. II.10.24, for each quarter-hour, the following sum should be equal to the mFRR Obligation of the BSP at the latest 7.5 minutes before the start of the concerned quarter-hour:

- The volume of all contracted mFRR Energy Bids, being neither conditionally linked to another mFRR Energy Bid, nor set to unavailable for the reason described in Art. II.10.30, nor included in an exclusive group; and

- The volume of all contracted mFRR Energy Bids being conditionally linked to another mFRR Energy Bid and considered by this conditional link[19], as available for activation at this time; and

- For each exclusive group, the largest offered volume amongst all the contracted mFRR Energy Bids – being not set to unavailable for the reason described in Art. II.10.30 – included in the exclusive group.

II.10.21   When this sum is not equal to the corresponding mFRR Obligation for the concerned quarter-hour, the following rules applies:

- If the volume is lower than the mFRR Obligation, mFRR Made Available is set to this volume;

- If the volume is higher than (or equal to) the mFRR Obligation, mFRR Made Available is set to the mFRR Obligation.

II.10.22   In day-ahead (Day D-1) at 15:00 CET, ELIA notifies the BSP of the state of compliance with its mFRR Obligation defined in Art. II.10.20.

II.10.23   If, for one quarter-hour, the mFRR Made Available is lower than the corresponding mFRR Obligation for the concerned quarter-hour, ELIA will apply icentives as foreseen in Art II.16.1.

II.10.24   In case a contracted mFRR Energy Bid is impacted by a Forced Outage, leading to a breach of the mFRR Obligation, and pursuant to Art. II.10.17, after notification to ELIA of the Forced Outage, the BSP disposes of 4 hours to reconstruct the impacted mFRR Obligation. Beyond this delay, ELIA applies incentives in accordance with Art II.16.1.

II.10.25   If, before mFRR Balancing GCT, ELIA sets an Electrical Zone with a medium or a high level of CRI which concerns a Delivery Point included in an mFRR Energy Bid, the BSP receives an electronic message to indicate that the concerned mFRR Energy Bid may be considered as unavailable for activation. The BSP is requested to make its best efforts to:

- update its mFRR Energy Bid(s) in order to make available again for activation by ELIA, part or all of the volume of the concerned mFRR Energy Bid; and/or

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[19] The volume of an mFRR Energy Bid considered as unavailable because of a high or a medium level of CRI, of an availability test, of a Direct Activation in the previous quarter-hour or an activation at own expense, is always considered in the determination of the mFRR Made Available.

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

When ELIA deems that the best effort principle is not respected, ELIA may request the BSP to demonstrate the actions taken to either update its mFRR Energy Bids or shift its mFRR Obligation. ELIA notifies the CREG when such a request is sent to the BSP.

II.10.26   10 minutes before the start of the concerned quarter-hour, the BSP is notified via an electronic message of the effective unavailability of the mFRR Energy Bids impacted by the medium or the high level of CRI (i.e. the concerned mFRR Energy Bids is set to unavailable for activation).

II.10.27   Once the levels of CRI are identified by ELIA and communicated to the BSP, the BSP is not allowed to submit an upward (respectively downward) contracted mFRR Energy Bid or increase the volume of an upward (respectively downward) contracted mFRR Energy Bid in case the bid includes Delivery Point(s) belonging to an Electrical Zone with a or a high level of CRI in the upward (respectively downward) direction.

II.10.28   At the latest at mFRR Balancing GCT, the BSP is informed via an electronic message of all Delivery Points, listed in a Supporting mFRR Providing Group, that are impacted by a medium or a high level of CRI.

II.10.29   An mFRR Energy Bid may be set to unavailable for Scheduled Activation[21] in case ELIA considers that the activation of the mFRR Energy Bid may lead to violations of the frequency limits due to insufficiency of required reserve capacity for Direct Activation[22]. In such a case, the BSP is notified via an electronic message at the latest 10 minutes before the start of the concerned quarter-hour.

II.10.30   In case, after mFRR Balancing GCT, ELIA considers an mFRR Energy Bid as manifestly erroneous, ELIA has the right to withhold the mFRR Energy Bid (and therefore consider it as unavailable for activation). In such a case, ELIA provides a justification to the BSP and the CREG at the latest 15 Working Days after the event.

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[21] In such a case, the mFRR Energy Bid remains available for Direct Activation.
[22] Changes of bids to respect operational security limits shall only be possible for the most expensive mFRR Energy Bids having an impact on the concerned operational security limit(s) and taking into account their relative impact on the concerned operational security limit(s).

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Specific dispositions for non-contracted mFRR Energy Bids by Delivery Points DP$_{SU}$¶
Any Delivery Point DP$_{SU}$, for which Art. II.3.6 applies, and presenting an outage status "Available"[20] for the concerned quarter-hour(s) is automatically included by ELIA for provision of non-contracted mFRR Energy Bids. ¶
For each quarter-hour, non-contracted mFRR Energy Bids provided by a Delivery Point DP$_{SU}$ consists of:¶
a volume determined by ELIA as available for upwards/downwards non-contracted mFRR Energy Bid activation for the concerned Delivery Point DP$_{SU}$, as described in Annex 9;¶
a corresponding price, expressed in €/MWh, as offered by the BSP according to dispositions of Annex 9.¶
Specific dispositions for mFRR Standard and mFRR Flex¶
For each quarter-hour, the sum of mFRR Energy Bids per mFRR Capacity Product: ¶
should be equal to the mFRR Obligation of the BSP for the corresponding mFRR Capacity Product;¶
should be smaller or equal to the applicable mFRR$_{max,std}$ (respectively mFRR$_{max,flex}$) that can be supplied by the BSP to ELIA.¶
In case the total volume of mFRR Standard (respectively mFRR Flex) submitted for a quarter-hour is not equal to the mFRR Standard Obligation (respectively mFRR Flex Obligation) for the concerned quarter-hour, following rules will apply : ¶
If the total volume submitted is lower than the mFRR Obligation, mFRR Made Available is capped to the volume submitted for the concerned quarter-hour.¶
If the BSP has not submitted any mFRR Energy Bid, the mFRR Made Available is zero for the concerned quarter-hour.¶
If the total volume submitted is higher than the mFRR Obligation, the mFRR Energy Bids will not be validated, leading to a situation similar to the case of no submission of mFRR Energy Bids for the concerned quarter-hour.¶
If, for one quarter-hour, the mFRR Made Available per mFRR Capacity Product is lower than the corresponding mFRR Obligation for the concerned quarter-hour, ELIA will apply penalties as foreseen in Art 16.1 ¶
In case a contracted mFRR Energy Bid is impacted by a Forced Outage, and pursuant to Art. II.10.8, after notification to ELIA of the Forced Outage, the BSP disposes of 4 hours to reconstruct the impacted mFRR Obligation. Beyond this delay, ELIA applies penalties in accordance with Art. II.16.1.

Part II – Specific Conditions

TITLE 5: ACTIVATION

ART. II.11   ACTIVATION

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

II.11.2 In case an mFRR Energy Bid is partially activated, the remaining volume becomes unavailable for any subsequent activation.

II.11.3 ELIA activates the mFRR Energy Bids in accordance with the Balancing Rules.

II.11.4 The mFRR Requested required by ELIA will respect the specifications of the mFRR Energy Bid activated by ELIA.

II.11.5 ELIA can request a Scheduled Activation or a Direct Activation while respecting the activation type specified in the mFRR Energy Bid, as per Annex 9.A.1.

II.11.6 The provision of the mFRR Requested must be done in respect of the Full Activation Time as defined in article 14.2 of the LFCBOA.

II.11.7 The activation of an mFRR Energy Bid is remunerated in accordance with Art. II.15.5.

II.11.8 For each request for activation, the BSP must comply with all applicable communication requirements listed in Annex 10.A.

II.11.9 To perform the activation of an mFRR Energy Bid submitted for quarter-hour Qh_0, the BSP may choose among the Delivery Points included in the mFRR Energy Bids and/or in the Supporting mFRR Providing Group submitted by the BSP for this same quarter-hour.

For each quarter-hour concerned by the activation[23], two exceptions for which a Delivery Point cannot be used for an upward (respectively downward) activation exist, being:

- The Delivery Point is included in an Electrical Zone with a medium or a high level of CRI in the upward (respectively downward) direction for the concerned quarter-hour, and all upward (respectively downward) mFRR Energy Bids submitted for quarter-hour Qh_0 related to the Delivery Point, are put at unavailable for activation in line with Art. II.10.26 and Art. II.10.30.

- On the condition that the Delivery Point is not part of any upward (respectively downward) mFRR Energy Bids submitted for quarter-hour Qh_0, the Delivery Point is, included in an Electrical Zone with a an incremental (respectively decremental) medium or a high level of CRI for the concerned quarter-hour, and listed in the Supporting mFRR Providing Group submitted for quarter-hour Qh_0.

II.11.10 The perimeters of BRP_{BSP} and BRP_{source} are corrected in accordance with dispositions set forth in the BRP Contract and if applicable, in the ToE Rules. The method applied for correction is the block approach, as described in Annex 10.D.

II.11.11 The BSP has the right to activate, at its own expense, all or some of the Delivery Points included in contracted mFRR Energy Bid(s), resulting in the unavailability of (part of) the mFRR Obligation of the BSP, if and only if the following criteria are met simultaneously:

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

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[23] In case of Scheduled Activation, only one quarter-hour is concerned: Qh_0. In case of Direct Activation, two quarter-hours are concerned: Qh_0 and Qh_{+1}.

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- The other reserve resources (except the reserve resources with a limited activation time) of the BSP are exhausted at that moment, including non-contracted mFRR Energy Bids;
- ELIA has granted permission beforehand as described in Annex 10.C.

ELIA notifies the CREG when such activation is requested by the BSP.

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ART. II.12   EXCHANGE OF INFORMATION

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

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

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

II.12.4   Both Parties can request regular communication tests, as described in Art. II.6, to check whether the communication channels are operational.

II.12.5   ELIA can request the real-time measurements from the BSP in accordance with article 158(1)(e) of the SOGL. ELIA can request real-time measurements related to availability control and/or activation control, pursuant to Art. II.13.8 and I.1.1, until an agreement between the Parties is reached. This request is duly motivated by ELIA to the BSP.

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¶

TITLE 6: AVAILABILITY AND ACTIVATION CONTROL

ART. II.13   AVAILABILITY CONTROL

II.13.1   The availability of the mFRR Balancing Capacity is monitored by ELIA on the basis of availability tests.

II.13.2   According to the specifications set out in Annex 11, an availability test consists of the activation for two consecutive quarter-hours of one or more contracted mFRR Energy Bid(s).

II.13.3   The mFRR Energy Bid(s) tested during an availability test are set to unavailable by ELIA for any other activation for the duration of the availability test.

II.13.4   The BSP can only use the Delivery Points included in the activated contracted mFRR Energy Bid(s) for the provision of the availability test.

II.13.5   The Delivery Points included in a contracted mFRR Energy Bid activated for an availability test can exclusively participate to the availability test. They are not allowed to participate to the provision of any other mFRR Requested required for the duration of the availability test.

II.13.6   The availability test of (a) contracted mFRR Energy Bid(s) related to Delivery Points DP_{SU} is performed taking into account the operating mode[24] declared in the concerned SA Contract.

II.13.7   An availability test can be triggered at any moment by ELIA in accordance with the rules set forth in Annex 11.

II.13.8   Availability tests are not remunerated by ELIA.

II.13.9   ELIA considers an availability test as failed if the mFRR Missing MW, as determined in Annex 11.C, is greater than 0 (zero).

II.13.10   During an availability test, the perimeters of BRP_{BSP} and $BRP(s)_{source}$ are corrected in accordance with dispositions set forth in the BRP Contract and if applicable, in the ToE Rules. The method applied for correction is the "block approach" as described in Annex 10.D.

II.13.11   ELIA checks every Month M the availability test(s) performed during Month M-2, as described in Annex 11 and informs the BSP via a report as foreseen in Art. II.17.1.

II.13.12   In case of non-compliance of an availability test, in accordance with Art. II.13.9, incentives apply as foreseen in Art. II.16.3 and Art. II.16.4.

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[24] For instance, in case the operating mode is the full CCGT, all mFRR Energy Bids including the Delivery Points DP_{SU} composing the CCGT will be activated in the availability test, independently from the mFRR Requested required for the considered availability test.

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

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The BSP has failed to execute the communications foreseen…

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ART. II.14 ACTIVATION CONTROL

II.14.1   The activation control for the mFRR Service is performed on a quarter-hourly basis by determining the mFRR Energy Missing, as per the method described in Annex 12.

II.14.2   ELIA considers the activation control of a quarter-hour as non-compliant if the mFRR Energy Missing is greater than 0 (zero).

II.14.3   ELIA checks every Month M if the activation of mFRR Energy Bids during Month M-2, is compliant, pursuant to Art. II.14.1.

II.14.4   ELIA informs the BSP via a report as foreseen in Art. II.17.1.

II.14.5   In case of a non-compliant activation (through no fault of ELIA) of an mFRR Energy Bid determined in accordance with Art. II.14.1., incentives apply as foreseen in Art. II.16.5.

TITLE 7: REMUNERATION AND INCENTIVES

ART. II.15 REMUNERATION

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

Remuneration for mFRR Awarded

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

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

II.15.4 The remuneration for one mFRR Capacity Bid is equal to the multiplication of:

- the price, in €/MW/h, of the awarded mFRR Capacity Bid in accordance with Art. II.8; and

- the number of MW awarded of said mFRR Capacity Bid in accordance with Art. II.18; and

- the number of hours of the CCTU concerned.

Remuneration for mFRR Requested

II.15.5 The remuneration for mFRR Requested is based on a "pay-as-clear" principle. By convention, a positive value corresponds to an amount paid by ELIA to the BSP while a negative value corresponds to an amount paid by the BSP to ELIA.

II.15.6 The remuneration of the mFRR Requested for a given Month is the sum of the individual remuneration of each mFRR Energy Bid activated by ELIA.

II.15.7 The remuneration for one mFRR Energy Bid is equal to the multiplication of:

- the applicable price (in €/MWh) that applies to the concerned activated mFRR Energy Bid, and that is determined in accordance with Annex 13; and

- the mFRR energy requested (in MWh) determined in accordance with Annex 10.C.

In case of activation of an mFRR Energy Bid for redispatching (as defined in Art. II.8), the remuneration is determined in accordance with Art. II.18.8.

ART. II.16   INCENTIVES[25]

Availability control incentives

II.16.1   If ELIA observes, in accordance with Art. II.10.20 and Art. II.10.21, that the mFRR Made Available is lower than the mFRR Obligation for a quarter-hour, ELIA applies incentives in accordance with Annex 14.A and with article 44(1)h of the EBGL.

II.16.2   If ELIA observes, in accordance with Art. II.13.9, that an availability test has failed, ELIA applies incentives as foreseen in Art. II.16.3 and Art. II.16.4 and in accordance with article 44(1)h of the EBGL.

II.16.3   A financial incentive applies on any mFRR Missing MW of the considered Month. ELIA establishes, for each availability test of the Month, the number of mFRR Missing MW based on the method described in Annex 11.C. The calculation of the incentive is detailed in Annex 14.B.

II.16.4   In case of two consecutive failed availability tests, ELIA adapts the mFRR$_{max}$ as defined in Annex 14.B.2. ELIA notifies the BSP of the modification by sending an e-mail to the contractual responsible listed in Annex 16. The date of entry into force (no later than 5 Working Days after the notification by ELIA) for the updated mFRR$_{max}$ is communicated together with the updated value. A new prequalification test, pursuant to Art. II.7, has to be performed to increase again the mFRR$_{max}$.

Activation control incentives

II.16.5   In accordance with article 44(1)h of the EBGL, a financial incentive applies to any mFRR Energy Missing. ELIA establishes, each Month, the mFRR Energy Missing based on the method described in Annex 12. The calculation of the incentive is detailed in Annex 14.C.

Forced Outage

II.16.6   As per Art. II.10.24, in case of Forced Outage of one or more Delivery Point(s), impacting the mFRR Made Available, ELIA applies incentives foreseen under II.16.1 as of expiry of a 4 hour reconstitution time.

Cap on financial incentives

II.16.7   The sum of financial incentives under Art. II.16.1, Art. II.16.2, Art. II.16.5 and Art.II.16.6 is subject to a monthly cap. This incentive cap is equal to the total remuneration for the mFRR Service for the concerned Month, and determined in accordance with Art. II.15.1.

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[25] The reference to "penalty" made in Art. I.6 of the General Conditions is to be considered as a reference to "incentive".

Part II – Specific Conditions

TITLE 8: INVOICING

ART. II.17 INVOICING AND PAYMENT

II.17.1 At the latest by the end of each calendar Month, ELIA presents to the BSP, through a joint validation platform or other channel[26]:

- a report related to the availability test(s) organized during the Month M-2, as foreseen in Art. II.13.11. This report indicates, amongst others, all incentives for Month M-2 as calculated by ELIA in accordance with Art. II.16.1 and Art. II.16.2, showing the method of calculation and all data on which the calculation is based.

- a report related to the control of the mFRR Obligation to be respected for the Month M-2, as foreseen in Art. II.10.20 and Art. II.10.21. This report indicates, amongst others, all incentives for Month M-2 as calculated by ELIA in accordance with Art. II.16.1, showing the method of calculation and all data on which the calculation is based.

- a report related to the activation control of the mFRR Service provided by the BSP in the Month M-2, as foreseen in Art. II.14.3. This report indicates, amongst others, the incentives for Month M-2 as calculated by ELIA in accordance with Art. II.16.5, showing the method of calculation and all data on which the calculation is based.

- a report related to the activation control for redispatching of the mFRR Service provided by the BSP in the Month M-2, as foreseen in Art. II.18.10. This report indicates, amongst others, the incentives for Month M-2 as calculated by ELIA in accordance with Art. II.16.5, showing the method of calculation and all data on which the calculation is based.

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

II.17.3 If no agreement can be reached:

- the BSP, when drawing up its credit note for Month M as specified in Art. II.17.4, shall take into account the incentives calculated by ELIA; and

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

- if no amicable arrangement is reached, the dispute settlement procedure set out in Art. I.13 of the General Conditions shall apply.

II.17.4 Without prejudice to Art. I.5 of the General Conditions, the BSP sends, by e-mail, to ELIA invoicing & payment with a copy to ELIA settlement (both listed in Annex 16), at the latest by the 25th of each calendar Month M:

- an invoice for remuneration for the mFRR Awarded for the Month M-1, determined as described in Art. II.15.3; and/or

- an invoice or credit note for remuneration for the mFRR Requested for the Month M-1, determined as described in Art. II.15.7; and/or

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

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- as the case may be, a credit note related to the incentives resulting from the availability test(s) for the Month M-3, as determined by ELIA under Art. II.16.1 and Art. II.16.2 and reported in accordance with Art. II.17.1; and/or

- as the case may be, a credit note related to control of the mFRR Obligation to be respected for the Month M-3, as determined by ELIA under Art. II.16.1 and reported in accordance with Art. II.17.1; and/or

- as the case may be, a credit note related to the activation control incentives for Month M-3, as determined by ELIA under Art. II.16.5 and reported in accordance with Art. II.17.1; and/or

- as the case may be, a credit note related to incentives of the control of an activation for redispatching for Month M-3, as determined by ELIA under Art. II.16.5 and reported in accordance with Art. II.17.1.

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

- the indication of the Month M; and

- the applicable amount.

II.17.5   ELIA shall either approve or reject the invoice and/or the credit note within 5 Working Days after reception.

II.17.6   Annex 15 includes the appropriation structure to be mentioned by the BSP in each of its invoices and/or credit notes.

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TITLE 9: OTHER DISPOSITIONS

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

II.18.1   Contracted mFRR Energy Bids including a Delivery Point DP_{SU} may be activated by ELIA for redispatching purpose[28], in accordance with the Rules for Coordination and Congestion Management.

II.18.2   The mFRR Energy Bids concerned by an activation for redispatching, their respective mFRR Requested as well as the start time and the end time of the activation needed for redispatching, may be communicated by ELIA to the BSP:

- from the mFRR Balancing GCT of the mFRR Energy Bid activated first; and

- until 7.5 minutes before the start of the quarter-hour for which the first mFRR Energy Bid activated was submitted.

II.18.3   The BSP must comply with all applicable communication requirements listed in Annex 5.

II.18.4   Each mFRR Energy Bid activated in the framework of an activation for redispatching follows the profile of the Scheduled Activation described in Annex 10.B.

II.18.5   Once the BSP is informed of the activation of mFRR Energy Bids for redispatching, in accordance with Art. II.18, the BSP can no longer update these mFRR Energy Bids.

II.18.6   In accordance with Annex 9.A.2, in case an mFRR Energy Bid, activated (partially) for a redispatching purpose, is included in an exclusive group (respectively parent-child), the other mFRR Energy Bid(s) included in the same exclusive group (respectively parent-child group), is(are) set to unavailable for activation, for the duration of the redispatching activation.

II.18.7   Only the Delivery Points included in the mFRR Energy Bid activated for redispatching, can participate to the redispatching activation.

II.18.8   The Delivery Points, included in a contracted mFRR Energy Bid activated for redispatching during a quarter-hour, can only participate in this activation. They are not allowed to participate to the provision of the mFRR Requested of another mFRR Energy Bid submitted for the same concerned quarter-hour.

II.18.9   In case of activation of an mFRR Energy Bid for redispatching, the remuneration for the activation of the concerned mFRR Energy Bid is equal, for each quarter-hour of the activation, to the multiplication of:

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

- the settlement price, in €/MWh, as defined in Art. II.18.10.

II.18.10   The settlement price, for each quarter-hour of activation for redispatching is determined as the maximum between:

- the bid price of the concerned mFRR Energy Bid; and

- the concerned Marginal Price $MP_{SA,QH}$ as defined in Annex 13.

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

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- **Deleted:** mFRR Energy Bid for the concerned quarter-hour. This price is the price applicable for the concerned quarter-hour at the moment of the resquest for activation by ELIA, in accordance with Article 30(1) (b) of the EBGL.
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II.18.11   ELIA considers the activation of an mFRR Energy Bid for redispatching as non-compliant based on the rules of Art. II.14.2.

II.18.12   ELIA checks every Month M if the activation for redispatching of mFRR Energy Bids during Month M-2, is compliant, pursuant to Art. II.14.3.

II.18.13   Activation control incentives as defined in Art. II.16.5 also apply to an activation for redispatching.

ART. II.19   CONTACT PERSONS

II.19.1   In accordance with I.10.2 of the General Conditions, both parties keep the contact details up to date throughout the validity of the BSP Contract mFRR, by exchanging the filled-out template in Annex 16. These exchanges and updates can be done via e-mail.

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Part II – Specific Conditions

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

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

[•]   [•]

[•]   [•]

Date: Date:

[BSP], represented by:

[•]   [•]

[•]   [•]

Date: Date:

PART III - ANNEXES

ANNEX 1. PROCEDURE FOR BSP ACCEPTANCE

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

1.A OPEN QUALIFICATION PROCEDURE

Prior to signature of the BSP Contract mFRR, a candidate should apply to become a qualified provider.

The cumulative conditions to become a qualified provider are listed hereunder:

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

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

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

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

Following the reception of the application, ELIA disposes of 8 weeks to approve (or reject) it and notify the approval (or reasons for rejection) to the BSP by e-mail to the contractual responsible, as per Annex 16. In case ELIA rejects the application, a sound justification of the rejection as well as a request for additional information are provided by ELIA to the BSP. From ELIA's request, the BSP disposes of 4 weeks to come back to ELIA with the requested additional information. Beyond this delay, the application is considered by ELIA as withdrawn.

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

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

Template for BRP$_{BSP}$ designation

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

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

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

2.A   GRID USER DECLARATION

In accordance with Art. II.3.8, ELIA must receive the proof that the Grid User has signed without reserve the Grid User Declaration. A single Grid User Declaration can include one or a list of Delivery Points related to the concerned Grid User. The Grid User Declaration has to contain at least the following clauses:

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

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

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

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

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

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

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

- Details of the concerned Delivery Point(s):

Delivery Point name	Delivery Point identification (EAN)	DP$_{mFRR,max,up}$ [MW]	DP$_{mFRR,max,down}$ [MW]	Transfer of Energy with corrected metering (Y/N)

Table 1: List of Delivery Point(s) concerned by the Grid User Declaration

2.B TEMPLATE FOR THE OPT OUT ARRANGEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

2.D CHOICE OF THE BASELINE FOR A DELIVERY POINT DP$_{PG}$

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

The following Baselines are available:

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

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

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2.E   BASELINE "HIGH X OF Y"

Selection of representative Days

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

- Working Day;

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

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

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

- The request is sent by e-mail to the contact persons designated in Annex 16 at the latest 2 Working Days after the activation;

- The request is motivated and justified by the BSP;

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

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

Principles

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

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

Step 1: Identification of reference Days

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

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

X and Y for each category of representative Days are defined as presented in the table below:

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

Table 2: X and Y for each category of representative Days

Step 2: Baseline profile

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

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

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

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

Baseline Control

In accordance with Art. II.3.18, ELIA performs a Baseline control each Month M on the Delivery Points DP_{PG} for which the BSP makes use of the High X of Y Baseline.

For each of these Delivery Points, ELIA defines the quarter-hours "QH_B" of the Month M-2 for which the Delivery Point DP_{PG} is part of either an upward mFRR Energy Bid or the BSP's Supporting mFRR Providing Group but does not participate in the provision of mFRR Requested as explained in Annex 10.A.

For all of the concerned QH_B, ELIA determines the deviation from the Baseline as follows:

$$Deviation(QH_B) = Baseline(QH_B) - DPmeasured(QH_B)$$

Then, ELIA computes the averages for the Month M-2, with N – in the formulas below – representing the number of quarter-hours QH_B included in the Month M-2:

$$Average\ Deviation(M-2) = \frac{\sum_{i=1}^{N} Deviation(QH_{B,i})}{N}$$

$$Average\ DPmeasured(M-2) = \frac{\sum_{i=1}^{N} DPmeasured(QH_{B,i})}{N}$$

The Baseline control is considered as succeeded if the following criterion is respected:

$$\frac{average\ deviation(M-2)}{\max\ (|average\ DPmeasured(M-2)|;1)} < 10\%$$

2.F   SUBMETER TECHNICAL INFO CHECKLIST

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

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

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

- a single-line diagram on which the location of the Submeters is marked; and

- the technical information of the Submeter(s) (accuracy class, etc.); and

- the metering equation used to determine the correct metering data.

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

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

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

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

2.G SUBMETER COMMISSIONNING TEST

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

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

All Submetering Delivery Points which will communicate with the ELIA metering data management system thanks to a submeter, a 4G/5G router or a datalogger, must pass the submeter commissioning test performed by ELIA.

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

2.H CDSO DECLARATION

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

Declaration by a CDSO

With this declaration, [company name], a company incorporated under [nationality] law, enterprise number [number], with registered office at [address], validly represented by Mr/Ms [name] and Mr/Ms [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, in the mFRR Service organized by ELIA, as defined in the BSP Contract mFRR,

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

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Part III – Annexes

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

And

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

And

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

Details of the Delivery Point(s):

CDS User	CDS Access Point	Delivery Point Identification (EAN)

Table 3: Details of the Delivery Point(s) in a CDSO declaration

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

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

And

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

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

Signature of the CDSO:

Name:

Function:

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ANNEX 3. METERING REQUIREMENTS

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

3.A   GENERAL METERING REQUIREMENTS FOR ALL DELIVERY POINTS

- An AMR[29] meter that can provide 15 minutes metering data to measure Injection or Offtake[30] of the Delivery Point concerned.
- It must be possible to calculate the Power Measured based on the metering data at a Delivery Point.

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

Delivery Points on the ELIA Grid

- In case of Headmetering, the meter is a Headmeter listed in annex 4 of the Connection Contract.
- In case of Submetering, the Submeter must comply with the metering requirements specified in the document "General technical requirements of the submetering solutions" published on the ELIA website and available on demand by e-mail to contracting_AS@elia.be.
- In case a Delivery Point DP_{SU} is situated downstream of a Delivery Point DP_{PG}, the metering data to be considered cannot include the metering data of the Delivery Point DP_{SU}. In consequence, two options can be considered being the use of a Submeter or the application of an equation based on Headmeter and/or Submeter(s).

Delivery Points on the Public Distribution Grid

- The BSP should refer to the FSP-DSO Contract.
- All communications and agreements regarding the metering requirements should be discussed with the applicable DSO.

Delivery Points within a CDS

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

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

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

- A Headmeter at an Access Point connected to a CDS;

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[29] Automatic Meter Reader.
[30] On the ELIA Grid, compensated value for the quarter-hour is used.

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

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

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

3.D   REQUEST FOR POWER MEASUREMENT

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

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ANNEX 4. LIST OF DELIVERY POINTS

In accordance with Art. II.3.9, the list of Delivery Points connected to the ELIA Grid or to a CDS is defined based on the following template. The list is exchanged by e-mail between ELIA and the BSP through the form of an excel file.

Annex4_BSP_ddmmy
yyy.xlsx

4.A   BSP POOL ATTRIBUTES

Refer to sheet 1 of the excel file.

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

Table 4: Extract of the sheet 1 of the excel for the definition of the Pool

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

Refer to sheet 2 of the excel file.

4.B List of delivery points DP$_{SU}$						
Delivery Point name	Delivery point EAN	Access Point EAN (if different)	DP_mFRR_max_up	DP_mFRR_max_down	DP_mFRR_cb_up	Last prequalification test (dd/mm/yyy)

Table 5: Extract of the sheet 2 of the excel for the definition of the Pool

Part III – Annexes

4.C List of Delivery Points DPPG

Refer to sheet 3 of the excel file.

4.C List of delivery points DP$_{PG}$									
Delivery Point name	Delivery Point EAN	Access Point EAN (if different)	Grid User name	GUD Valid untill (dd/mm/yyyy)	DP_mFRR_max_up	DP_mFRR_max_down	DP_mFRR_cb_up	Last prequalification test (dd/mm/yyyy)	Baseline (High X of Y, Last QH)

Table 6: Extract of the sheet 3 of the excel for the definition of the Pool

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ANNEX 5. COMMUNICATION REQUIREMENTS

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

A communication test is scheduled with ELIA upon request of the BSP. The BSP can request a test by e-mail to the contractual responsible (as provided in Annex 16) at any time, provided that:

- the BSP Contract mFRR has been signed; and

- the BSP is fully operationally ready and therefore, able to receive, interpret and send the signals:

  • of an activation of the mFRR Service in case the BSP wants to be allowed to submit mFRR Energy Bids; and

  • of a prequalification test, an activation of an mFRR Energy Bid for redispatching and an availability test in case the BSP wants to be allowed to submit mFRR Capacity Bids.

ELIA will proceed to the test no later than 20 Working Days starting from the reception of the request.

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

The detailed technical specifications and requirements of the communication test are described in a "technical guide" that can be consulted on the ELIA website or requested by e-mail to contracting_AS@elia.be or to the contractual responsible (as listed in Annex 16).

ELIA can modify unilaterally the content of the messages sent and received. In such a case, ELIA notifies the BSP, and communicates the time period before this modification becomes effective, provided that this time period lasts at least 20 Working Days starting from ELIA's notification.

In case that the technical specifications and requirements of a communication test are not fulfilled, ELIA and the BSP make their best effort to identify the source of the failure and the BSP is expected to solve the source of the failure.

ANNEX 6. PREQUALIFICATION TEST

The outcome of the prequalification test, in accordance with Art. II.7.3, determines the maximal mFRR Power (mFRR$_{max}$) that can be offered in the capacity auctions.

The prequalification test is based on quarter-hourly metering data in accordance with Annex 3.

The prequalification test is mandatory:

- before first participation of the BSP to mFRR capacity auctions; or
- to increase the mFRR$_{max}$.

6.A   ORGANIZATION

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

In its request, the BSP provides to ELIA its best estimate of the mFRR Power it intends to prequalify.

A prequalification test can only be requested by the BSP when the Delivery Point(s) concerned has(have) been duly added to the Pool of the BSP, pursuant to Art. II.3.13.

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

At the latest one Working Day before the window of 24 hours, these mFRR Energy Bids have to be submitted by the BSP in accordance with the rules set out in Annex 9.C.

During this window of 24 hours, the Transfer of Energy for the Delivery Point(s) concerned, in accordance with Art. II.14, applies.

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

In order to update the mFRR$_{max}$ for the next auction, the result of a prequalification test should be known and Annex 4 should be updated accordingly, as per Art. II.3.13, at least 5 Working Days before the first capacity auction for which the new value applies.

6.B   SPECIFICATIONS OF A PREQUALFICATION TEST

Prequalification test profile

The profile expected to be followed by the BSP during a prequalification test is detailed below and illustrated in Figure 1:

- **First activation** requested by ELIA:
  - An activation is requested 7.5 minutes before the start of the quarter-hour QH2;
  - From this request, the BSP disposes of 12.5 minutes (Full Activation Time) to reach the mFRR Power that it intends to prequalify;

- After the Full Activation Time, the BSP delivers the mFRR Power that it intends to prequalify, for 5 minutes in the quarter-hour QH2;
- The downward ramping to the Baseline starts 5 minutes before the end of the quarter-hour for which the activation was requested (i.e. QH2).

- **No activation** requested by ELIA for 4 quarter-hours (i.e. for QH3, QH4, QH5 & QH6).

- **Second activation** requested by ELIA:
  - An activation is requested 7.5 minutes before the start of the quarter-hour QH7;
  - From this request, the BSP disposes of 12.5 minutes (Full Activation Time) to reach the mFRR Power that it intends to prequalify;
  - After the Full Activation Time, the BSP delivers the mFRR Power that it intends to prequalify, for 50 minutes in the quarter-hours QH7, QH8, QH9 and QH10;
  - The downward ramping to the Baseline starts 5 minutes before the end of the last quarter-hour for which the activation was requested (i.e. QH10).
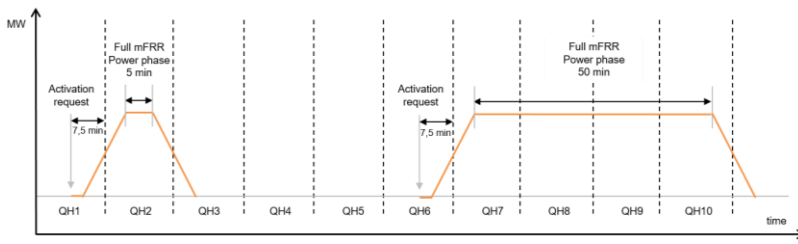
Figure 1: Prequalification test profile

Determination of the result of the prequalification test

For the quarter-hours QH2, QH7, QH8, QH9 and QH10, ELIA determines the mFRR Power (in MW) as follows:

$$mFRR\ power_{QHi} = \frac{mFRR\ Supplied_{QHi}}{RF}$$

$$mFRR\ Supplied_{QHi} = \sum_{j=1}^{DP\ included\ in\ the\ the\ prequalification\ test} \left(DP_{Baseline,j} - DP_{measured,j}\right)$$

In which:

- $mFRR\ Supplied_{QHi}$ is the mFRR Supplied of the BSP during the quarter-hour QHi;
- $DP_{Baseline,j}$ is the Baseline of the Delivery Point j for the quarter-hour QHi;
- $DP_{measured,j}$ is the net active power of the Delivery Point j for the quarter-hour QHi;
- RF is a ramping factor that allows to correct the mFRR Power in case the quarter-hour includes a ramping phase (upward and/or downward):
  - $RF = 0.8$ for QH2;
  - $RF = 0.9$ for QH7 and QH10;
  - $RF = 1$ for QH8 and QH9.

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The result of the prequalification test is the following:

$$min\{mFRR\ Power_{QH2}; mFRR\ Power_{QH7}; mFRR\ Power_{QH8}; mFRR\ Power_{QH9}; mFRR\ Power_{QH10}\}$$

In addition to this result, ELIA communicates to the BSP the following information:

- An update of the Annex 4 (only in case the prequalification test includes at least a Delivery Point connected to the ELIA Grid or to a CDS); and

- For each Delivery Point included in the prequalification test and for the quarter-hours QH2, QH7, QH8, QH9 and QH10:

    • the Baseline;

    • the Power Measured;

    • the mFRR Supplied.

Determination of DP$_{mFRR,cb,up}$

From the moment ELIA provides the result of the prequalification test to the BSP (as per Annex 6.A), the BSP communicates to ELIA the contribution of each Delivery Point included in the test (i.e. DP$_{mFRR,cb,up}$), to this result; provided that:

- $\sum_{i=1}^{DP\ part\ of\ the\ test} DP_{mFRR,cb,up,i}$ is exactly equal to the prequalification test result; and

- $DP_{mFRR,cb,up} \leq DP_{mFRR,max,up}$.

As per Art. II.7.5 and Art. II.7.6, the agreed value for each DP$_{mFRR,cb,up}$ is included in Annex 4.

Determination mFRR$_{max}$

The mFRR$_{max}$ is determined at the level of the BSP by summing the DP$_{mFRR,cb,up}$ of each Delivery Point included in the BSP's portfolio, while respecting the following conditions:

- If a new prequalification test is organized for one or more Delivery Point(s) already included in the Pool (cf. Annex 6.C), only the last updated DP$_{mFRR,cb,up}$ will be taken into account in the mFRR$_{max}$ determination;

- If for a Delivery Point DP$_{SU}$, a BSP has performed multiple prequalification tests for different Operating Modes, then only the maximum DP$_{mFRR,cb,up}$ of the different prequalification tests, will be taken into account in the mFRR$_{max}$ determination.

$$mFRR_{max} = \sum_{i=1}^{DP\ part\ of\ BSP'portfolio} DP_{mFRR,cb,up,i}$$

6.C

6.C   MODALITIES IN CASE OF A POOL MODIFICATION

Addition of new Delivery Point(s)

In order to add new Delivery Point(s) to an existing Pool, a prequalification test may be performed (i.e. at the discretion of the BSP) to increase the $mFRR_{max}$. No test is required if Delivery Point(s) is (are) added without impact on $mFRR_{max}$ (i.e. $DP_{mFRR,cb,up}$ is declared by the BSP as equal to 0 MW).

Removal of Delivery Point(s)

A prequalification test is not mandatory in case the BSP wants to remove a Delivery Point from its Pool. In this situation, the concerned $DP_{mFRR,cb,up}$ will be subtracted from $mFRR_{max}$.

However, the BSP has the possibility to perform a new prequalification test (cf. Annexes 6.A and 6.B), if preferred.

6.D   MODALITIES TO MODIFY THE BASELINE OF A DELIVERY POINT DP_{PG}

In case the BSP wishes to modify the baselining method of a Delivery Point DP_{PG} that has a $DP_{mFRR,cb,up}$ higher than 0 (zero) MW, a new prequalification test, as provided by Annex 6.B, must be performed at least for the concerned Delivery Point DP_{PG}.

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a new prequalification test, as provided by section 6.B, on the overall Pool of the BSP, including Delivery Points DP_{PG} already prequalified;¶
a prequalification test, as provided by section 6.B, only on a Providing Group consisting only of new Delivery Points DP_{PG}. ¶
If the second solution is chosen then the resulting $mFRR_{max,std}$ and $mFRR_{max,flex}$ of the prequalification test are added to the previous $mFRR_{max,std}$ and $mFRR_{max,flex}$. In case of Delivery Points DP_{SU}, prequalification test can only be performed at the level of the concerned Technical Unit, in accordance with Art. II.7.4. ¶
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New $mFRR_{max,flex} = mFRR_{max,flex} -$

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

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ANNEX 7. CAPACITY AUCTIONS

7.A PREREQUISITES FOR PARTICIPATION TO CAPACITY AUCTIONS

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

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

7.B CAPACITY AUCTION PROCESS

Organization

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

- mFRR Capacity GOT for the 6 capacity auctions of Day D-1 is scheduled on Day D-14 at 00:00 CET;
- Publication of the required volume of mFRR Balancing Capacity for each CCTU, is performed by ELIA in accordance with article 6(5) of the LFC Means;
- mFRR Capacity GCT for the 6 capacity auctions of Day D-1 is scheduled on Day D-1 at 10:00 CET;
- Publication of the results for the 6 capacity auctions of Day D-1 is performed at the latest Day D-1 at 10:30 CET.
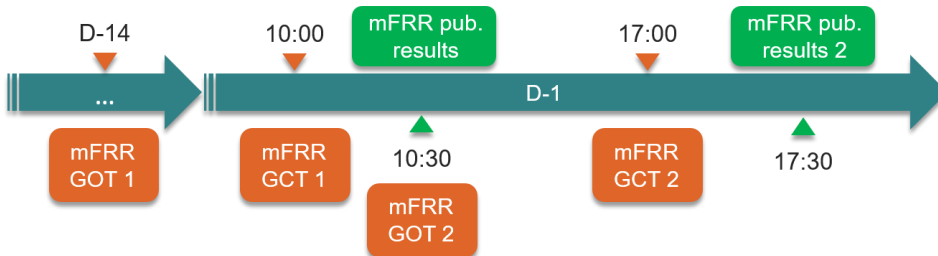
Figure 2: Capacity auction process

Procurement Calendar

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

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

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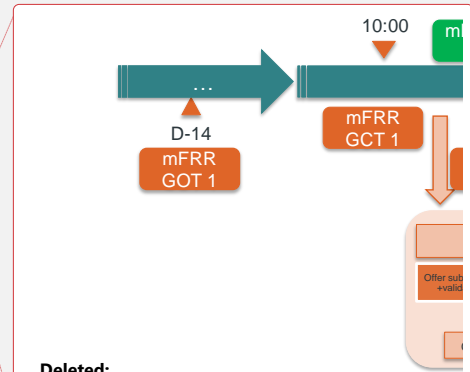
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Publication of the required volume of mFRR Balancing Capacity

ELIA publishes, on the ELIA website, the required volume to be procured per CCTU of Day D in accordance with article 6(5) of the LFC Means.

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

mFRR Capacity Bid submission

For the submission of an mFRR Capacity Bid, the BSP has to respect the following requirements:

- As of mFRR Capacity GOT of a capacity auction, the BSP can submit mFRR Capacity Bids for the corresponding CCTU;

- mFRR Capacity Bids have to be introduced before mFRR Capacity GCT;

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

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

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

- The BSP remains fully responsible for the correctness and the accuracy of its mFRR Capacity Bids;

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

- mFRR Capacity Bids should be submitted in the auction tool, as described in the user manual for capacity bidding, published on the ELIA website.

mFRR Capacity Bid validation

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

The entire set of mFRR Capacity Bid is evaluated by ELIA with regards to the respect of the mFRR Bidding Obligations described in Annex 7.C:

- mFRR Capacity Bid(s) compliant with all mFRR Bidding Obligations are automatically validated;

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

- In case the set of mFRR Capacity Bids is not compliant with mFRR Bidding Obligation 4, ELIA sorts the mFRR Capacity Bids following increasing price and rejects the mFRR Capacity Bid(s) with the highest price, pursuant to Annex 7.D, in order to obtain a compliant set of mFRR Capacity Bids.

The detailed procedure for the validation of the mFRR Capacity Bids is described in the relevant user manual and technical guide, published on the ELIA website, or available on demand by e-mail to contracting_AS@elia.be and the contractual responsible, as per Annex 16.

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Awarding of mFRR Capacity Bids

The mFRR Capacity Bids are selected (entirely or partially – Cf. mFRR Bidding Obligation 1) amongst the validated mFRR Capacity Bids, following the awarding criteria described in Annex 7.D.

End of the auction & communication of auction results

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

Fallback procedure in case of insufficient volume

In case insufficient volumes of mFRR Balancing Capacity are offered to ELIA in one capacity auction, ELIA awards all validated mFRR Capacity Bids submitted for the concerned capacity auction. Then, ELIA organizes a second capacity auction for the remaining volume, in which ELIA will request all parties holding a valid BSP Contract mFRR to make extra volume available. The procedure for the second capacity auction is described in Annex 7.E.

Transparency publications

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

7.C   MFRR BIDDING OBLIGATIONS

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

- The CCTU;

- The offered volume (in MW), taking into account the following specifications:

    • The minimum size of an mFRR Capacity Bid is 1MW;

    • The volume granularity of an mFRR Capacity Bid is 1MW;

- The price applicable (in €/MW/h) for the concerned mFRR Capacity Bid.

The BSP must respect the following mFRR Bidding Obligations for each of its mFRR Capacity Bids:

mFRR Bidding Obligation 1 – Divisibility

All mFRR Capacity Bids are divisible up to 1 MW (i.e. ELIA can select part or totality of the offered volume at the same unit price) and all mFRR Capacity Bids are combinable (i.e. mFRR Capacity Bids are not exclusive).

mFRR Bidding Obligation 2 – Offered volume

The offered volume for the mFRR Capacity Bid, expressed in MW, is an integer (i.e. no decimal is permitted).

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mFRR Bidding Obligation 3 – Price granularity

The price of the mFRR Capacity Bid, expressed in €/MW/h, is always defined with 2 decimals.

mFRR Bidding Obligation 4 – Maximum volume offered

Per CCTU, the total offered volume of mFRR Capacity must be less than or equal to the mFRR_max of the concerned BSP.

7.D AWARDING PROCEDURE AND CRITERIA

Merit order

The awarding procedure is based on the principle of "merit order". ELIA applies the "merit order" by sorting mFRR Capacity Bids following increasing price. The set of cheapest mFRR Capacity Bids fulfilling the required volumes of mFRR Balancing Capacity for each CCTU, is awarded in accordance with the following:

- Respecting the divisibility criteria as foreseen in Annex 7.C;
- Only considering validated mFRR Capacity Bids.

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

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

7.E FALLBACK PROCEDURE

In case insufficient volumes of mFRR Balancing Capacity are offered for one CCTU of Day D, a fallback procedure is launched.

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

- mFRR Capacity GOT is opened on Day D-1, no later than 30 minutes after publication of the result of the first capacity auction;
- Publication of the required volume of mFRR Balancing Capacity is performed by ELIA on Day D-1, no later than 30 minutes after publication of the result of the first capacity auction;
- mFRR Capacity GCT is scheduled on Day D-1 at 17:00 CET;
- Publication of the result is performed at the latest Day D-1 at 17:30 CET.

The mFRR Bidding Obligations, as described in Annex 7.C, apply for the second capacity auction.

The awarding procedure and criteria, as described in Annex 7.D, apply for the second capacity auction.

ANNEX 8. TRANSFER OF OBLIGATION

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

8.A   RULES FOR THE TRANSFER OF OBLIGATION

The following rules have to be respected by the BSP and/or the Counterpart BSP in the framework of a Transfer of Obligation:

- The BSP and the Counterpart BSP hold a BSP Contract mFRR valid up to the date of the performance of the concerned mFRR Obligation transferred;
- The mFRR Obligation can be taken over by a Counterpart BSP even if its quantity of mFRR Awarded is 0 (zero) for the concerned CCTU;
- Transfer of Obligation is applicable in day-ahead or in intraday;
- The BSP can have multiple exchanges with different Counterparts BSPs, and vice-versa;
- The BSP and the Counterpart BSP arrange between themselves how, when and at what price the mFRR Obligation is taken over;
- A Transfer of Obligation can be initiated by a BSP (respectively a Counterpart BSP) as of the award of the concerned capacity auction and until 30 minutes before the beginning of the first quarter-hour for which the Transfer of Obligation applies;
- The Counterpart BSP (respectively the BSP) must accept the Transfer of Obligation at the latest 30 minutes before the beginning of the first quarter-hour for which the Transfer of Obligation applies;
- The updated mFRR Obligation (i.e. after Transfer of Obligation) must be in respect of the applicable mFRR$_{max}$.

The detailed procedure for the validation by ELIA of a submitted Transfer of Obligation is described in the relevant user manual, published on the ELIA website or available on demand by e-mail to contracting_AS@elia.be and the contractual responsible, as per Annex 16.

8.B   PROCEDURE FOR TRANSFER OF OBLIGATION

The following procedure has to be respected in the framework of a Transfer of Obligation:

- The BSP (respectively the Counterpart BSP) initiates a Transfer of Obligation through the dedicated web-based platform put at disposal by ELIA;
- The compliance of the Transfer of Obligation requests with the rules listed under Annex 8.A, is automatically checked by ELIA;
- In case the Transfer of Obligation has been successfully checked by ELIA, the Counterpart BSP (respectively the BSP) accepts the Transfer of Obligation through the dedicated web-based platform put at disposal by ELIA;
- If the Counterpart BSP (respectively the BSP) has not accepted the Transfer of Obligation by the time defined in Annex 8.A, the Transfer of Obligation is not taken into account by ELIA;
- ELIA only considers as valid the Transfers of Obligation with a status "accepted" defined in Art. II.9.4;

- As per Art. II.9.5, when the Transfer of Obligation presents a status "accepted", ELIA adapts the mFRR Obligation of the BSP and the Counterpart BSP for the applicable quarter-hour(s);

- In order to avoid the consequences described in Art. II.9.6 and to reflect the agreed Transfer of Obligation, the Counterpart BSP and the BSP should update their concerned mFRR Energy Bids at the latest at the mFRR Balancing GCT of the first quarter-hour for which the Transfer of Obligation applies.

The detailed procedure to be followed by a BSP or a Counterpart BSP for a Transfer of Obligation is described in the relevant user manual, published on the ELIA website or available on demand by e-mail to contracting_AS@elia.be and the contractual responsible, as per Annex 16.

8.C   CONDITIONAL TRANSFER OF OBLIGATION

The BSP (or the Counterpart BSP) has the possibility to submit a conditional Transfer of Obligation. In such a case the Transfer of Obligation only applies in case the Neutralization Time, submitted by the BSP (or the Counterpart BSP, if applicable) for the quarter-hour(s) concerned by this Transfer of Obligation, has been enabled.

The detailed procedure to be followed by a BSP or a Counterpart BSP for a conditional Transfer of Obligation is described in the relevant user manual, published on the ELIA website or available on demand by e-mail to contracting_AS@elia.be and the contractual responsible, as per Annex 16.

In case the use of the conditional Transfer of Obligation negatively impacts the functioning of the market, the CREG may instruct ELIA to suspend the mechanism or its use by the BSP. ELIA disposes of 10 Working Days to apply the suspension. ELIA will inform the BSP of the entry into force of the suspension by e-mail to the contractual responsible listed in Annex 16 at least 2 Working Days prior to its application.

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ANNEX 9. MFRR ENERGY BID SUBMISSION

9.A   SUBMISSION BY THE BSP OF AN MFRR ENERGY BID

The BSP submits (an update of) mFRR Energy Bids and Supporting mFRR Providing Groups through a dedicated web-based platform put at disposal by ELIA. The technical documentation for this platform is available on the ELIA website or can be requested by e-mail to ELIA contractual responsible listed in Annex 16.

9.A.1   SPECIFICATIONS FOR MFRR ENERGY BIDS

An **MFRR ENERGY BID** comprises the following specifications:

- The quarter-hour to which the mFRR Energy Bid applies.
- The activation type:
  - Scheduled Activation and Direct Activation; or
  - Scheduled Activation only.
- The offered volume, expressed in MW, considering that:
  - The minimum offered volume is 1 MW;
  - The volume granularity is 1 MW;
  - The maximum offered volume of an upward (respectively downward) mFRR Energy Bid is equal to the sum of the $DP_{mFRR,max,up}$ (respectively $DP_{mFRR,max,down}$) of each Delivery Point included in the mFRR Energy Bid.
- The direction: upwards or downwards.
- The link with mFRR Obligation: contracted or non-contracted.
- The divisibility of the mFRR Energy Bid, for which the following options are available:
  - The bid volume is fully divisible volume, meaning any volume smaller than or equal to the offered volume can be activated;
  - The bid volume is indivisible, meaning only the full offered volume can be activated;
  - The bid volume is partially divisible, meaning any volume, higher than or equal to the minimum volume submitted by the BSP, can be activated.
- The bid price, expressed in €/MWh, considering that:
  - The price is defined with 2 decimals;
  - Until the first time ELIA connects to the mFRR-Platform:
    - The price must be inferior or equal to 13.500 €/MWh; and
    - The price must be superior or equal to -13.500 €/MWh;
  - From the moment ELIA has connected to the mFRR-Platform[33]:

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[33] This also includes the fallback scenarios stipulated in the Balancing Rules.

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- The price must be in line with the "Methodology for pricing balancing energy and cross-zonal capacity used for the exchange of balancing energy or operating the imbalance netting process" established in accordance with the article 30(1) of the EBGL.

- The Delivery Points included in the mFRR Energy Bid (as per Art. II.10.3), taking into account the rules set out in Annex 9.D.

- Any link between this mFRR Energy Bid and (an)other mFRR Energy Bid(s), pursuant to Annex 9.A.2.

9.A.2   LINKING OF MFFR ENERGY BIDS

9.A.2.1.   Exclusive linking

The BSP may link multiple mFRR Energy Bids of the same quarter-hour in an exclusive group of mFRR Energy Bids in case the following conditions simultaneously applies:

- mFRR Energy Bids including Delivery Points DP_{SU}, can be listed together in an exclusive group only in case they contain Delivery Points DP_{SU} part of the same Technical Facility;

- An mFRR Energy Bid part of an exclusive group is not listed in a parent-child group;

- An mFRR Energy Bid is only part of one exclusive group;

- mFRR Energy Bids part of the same exclusive group have the same activation type (as per Annex 9.A.1);

- An mFRR Energy Bid part of an exclusive group has no conditional link with another mFRR Energy Bid.

Whenever an activation is requested on an mFRR Energy Bid which is part of an exclusive group, all the other mFRR Energy Bids submitted for the same quarter-hour, and part of the same exclusive group, are set to unavailable for activation.

From the moment one of the mFRR Energy Bids part of an exclusive group has been set to unavailable for activation, then all the other mFRR Energy Bids submitted for the same quarter-hour, and part of the same exclusive group, are set to unavailable for activation too.

9.A.2.2.   Parent-child linking

The BSP may link multiple mFRR Energy Bids of the same quarter-hour in a parent-child group of mFRR Energy Bids in case the following conditions simultaneously applies:

- mFRR Energy Bids including Delivery Points DP_{SU}, can be listed together in a parent-child group only in case they contain Delivery Points DP_{SU} part of the same Technical Facility;

- An mFRR Energy Bid part of a parent-child group is not listed in an exclusive group;

- An mFRR Energy Bid is only part of one parent-child group;

- mFRR Energy Bids part of the same parent-child group have different bid prices;

- mFRR Energy Bids part of the same parent-child group have the same direction;

- mFRR Energy Bids part of the same parent-child group have the same activation type (as per Annex 9.A.1);

- An mFRR Energy Bid part of a parent-child group has no conditional link with another mFRR Energy Bid;

An upward (respectively downward) mFRR Energy Bid part of a parent-child group can be activated only in case all upward (respectively downward) mFRR Energy Bids, part of the same parent-child group and having a lower (respectively higher) bid price, are activated for their entire offered volumes.

If at least one of the mFRR Energy Bids part of a parent-child group, is partially activated in Scheduled Activation or in Direct Activation, the remaining mFRR Energy Bids part of this parent-child group are no longer available for any subsequent Direct Activation.

From the moment one of the mFRR Energy Bids, contained in a parent-child group, has been set to unavailable for activation, then all the other mFRR Energy Bids part of this parent-child group are set to unavailable for activation too.

9.A.2.3. Technical linking

Technical linking ensures that an mFRR Energy Bid submitted for the quarter-hour QH_0 and technically linked to an mFRR Energy Bid submitted for the quarter-hour QH_{-1}, is marked as unavailable for activation in case the mFRR Energy Bid submitted for the quarter-hour QH_{-1} is (partially) activated in Direct Activation.

The BSP may technically link two mFRR Energy Bids by listing them in the same bid group in case the following conditions simultaneously applies:

- All mFRR Energy Bids listed in a same bid group have the same direction;

- Only one mFRR Energy Bid is submitted per bid group and quarter-hour.

An mFRR Energy Bid submitted for quarter-hour QH_0 and part of a bid group will be automatically technically linked to the mFRR Energy Bid submitted for quarter-hour QH_{-1} and part of the same bid group.
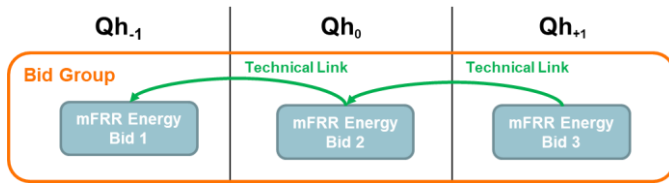
Figure 3: Illustration of a bid group

An mFRR Energy Bid, submitted for a quarter-hour QH_0, can be included in both a bid group and an exclusive (or parent-child) group. In such a case, all mFRR Energy Bids submitted for the quarter-hour QH_0 and included in the exclusive (or parent-child) group, will be automatically technically linked to the mFRR Energy Bids submitted for the quarter-hour QH_{-1} and part of the same exclusive (or parent-child) group.

Example:

- *Step 1: mFRR Energy Bid 1 (submitted for quarter-hour QH_{-1}) is activated in Direct Activation;*

- *Step 2: mFRR Energy Bid 2 (submitted for quarter-hour QH_0) is set to unavailable because of its technical link with mFRR Energy Bid 1;*

- *Step 3: mFRR Energy Bids 5 and 8 (submitted for the quarter-hour QH_0) are set to unavailable for activation because there are part of the same exclusive group as mFRR Energy Bid 2.*

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The sum

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The list of Delivery Points DP_PG supplying

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The rules for mFRR Energy Bid composition (see hereunder) must be respected.¶
In case the

Deleted: <#> mFRR Energy Bid exceeds 50 MW, the BSP asks permission to ELIA beforehand by sending an e-mail to the contractual responsible, as listed in Annex 16, with a sound justification for such a request. The validation (or rejection) of the request is communicated by ELIA no later than 5 Working Days after reception of the request.

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Rules for mFRR Energy Bids composition¶
The following possibilities exists: ¶
Upward non-contracted mFRR Energy Bid;¶
Downward non-contracted mFRR Energy Bid;¶
mFRR Standard only;¶
mFRR Flex only;¶
a mix of mFRR Standard and upward non-contracted mFRR taking the following constraints into account: ¶
only

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can be

Figure 4: Illustration of a combination between a bid group and an exclusive group
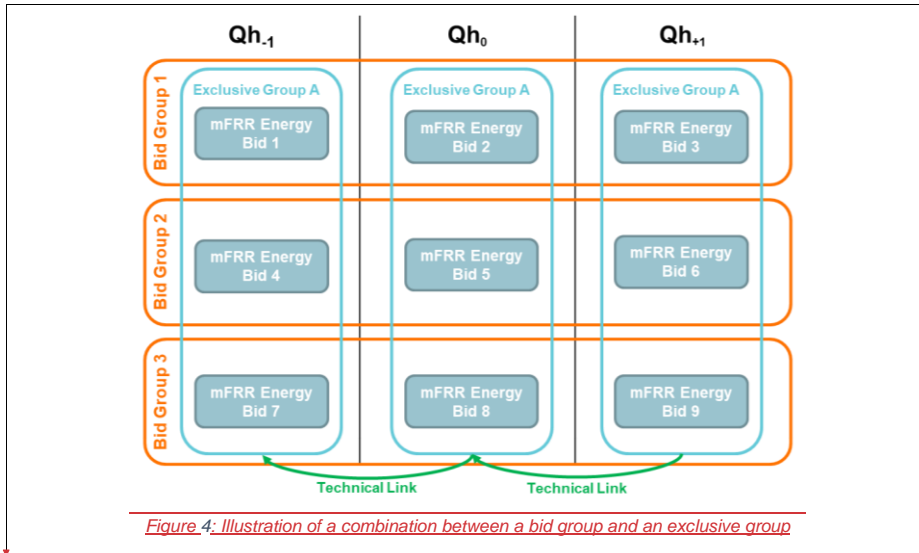
9.A.2.4.   Conditional linking

There are several types of conditional linking. The BSP may conditionally link the availability or the unavailability for activation of an mFRR Energy Bid to the activation or the non-activation of another mFRR Energy Bid by linking the two mFRR Energy Bids together in case the following conditions simultaneously applies:

- An mFRR Energy Bid of quarter-hour QH_0 is only conditionally linked to mFRR Energy Bids of quarter-hour QH_{-1} and/or QH_{-2};

- An mFRR Energy Bid of quarter-hour QH_0 has conditional links with a maximum of 3 different mFRR Energy Bids of quarter-hour QH_{-1}[36];

- An mFRR Energy Bid of quarter-hour QH_0 has conditional links with a maximum of 3 different mFRR Energy Bids of quarter-hour QH_{-2}[36];

- There can only be one conditional link between two mFRR Energy Bids;

- Two mFRR Energy Bids including Delivery Points DP_{SU}, can be conditionally linked together only in case they contain Delivery Points DP_{SU} part of the same Technical Facility;

- An mFRR Energy Bid is not conditionally available and conditionally unavailable (i.e. an mFRR Energy Bid does not combine a conditional link of Table 7 with a conditional link of Table 8);

- An mFRR Energy Bid of quarter-hour QH_0 conditionally linked to another mFRR Energy Bid of quarter-hour QH_{-1} or QH_{-2}, is not listed in a parent-child group or in an exclusive group[37].

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[36] There is no limit to the number of mFRR Energy Bids in the quarter-hour QH_0 that a given mFRR Energy Bid submitted in quarter-hour QH_{-1} or quarter-hour QH_{-2} might influence. Nonetheless, it remains the responsibility of the BSP to ensure that the conditional linking rules reflect the actual technical availabilities of the underlying assets for activation.

[37] In the example of Figure 5, mFRR Energy Bid 5 could be included in an exclusive (parent-child) group while mFRR Energy Bid 8 could not be included in an exclusive (parent-child) group.

Figure 5: Illustration of allowed and not-allowed conditional links

An mFRR Energy Bid can be included in a bid group and have a conditional link with an mFRR Energy Bid, part of the same (or another) bid group. In such a case, the same conditional link will apply for all the mFRR Energy Bids part of this (or these) bid group(s).

Example:

    Step 1: mFRR Energy Bids 1, 2, 3, 4 and 5 are included in bid group 1;

    Step 2: mFRR Energy Bids 6, 7, 8, 9 and 10 are included in bid group 2;

    Step 3: mFRR Energy Bid 3 (submitted for quarter-hour QH_0) is linked to mFRR Energy Bid 1 (submitted for quarter-hour QH_{-2}) and to mFRR Energy Bid 7 (submitted for quarter-hour QH_{-1});

Consequences:

    - *mFRR Energy Bid 2 (submitted for quarter-hour QH_{-1}) is linked to mFRR Energy Bid 6 (submitted for quarter-hour QH_{-2});*

    - *mFRR Energy Bid 4 (submitted for quarter-hour QH_{+1}) is linked to mFRR Energy Bid 2 (submitted for quarter-hour QH_{-1}) and to mFRR Energy Bid 8 (submitted for quarter-hour QH_0);*

    - *mFRR Energy Bid 5 (submitted for quarter-hour QH_{+2}) is linked to mFRR Energy Bid 3 (submitted for quarter-hour QH_0) and to mFRR Energy Bid 9 (submitted for quarter-hour QH_{+1}).*
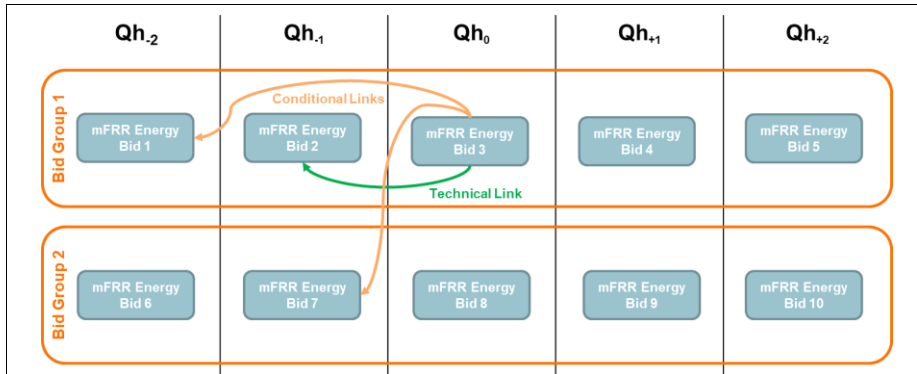
Figure 6: Illustration of combination between a technical link and conditional links for one mFRR Energy Bid

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As described in the two tables below, a conditional link between two mFRR Energy Bids can have different consequences according to the type of conditional link used by the BSP:

Conditional link	Description
Type 1	Bid becomes **unavailable** if the linked bid is activated (in either Scheduled Activation or Direct Activation)
Type 2	Bid becomes **unavailable** if the linked bid is not activated
Type 3	Bid becomes **unavailable** if the linked bid is activated in Scheduled Activation
Type 4	Bid becomes **unavailable** if the linked bid is activated in Direct Activation
Type 5	Bid becomes **unavailable for Direct Activation** if the linked bid is activated in Direct Activation
Type 6	Bid becomes **unavailable for Direct Activation** if the linked bid is activated in Scheduled Activation

Table 7: Types of conditional linking: bid status changes from available to unavailable

Conditional link	Description
Type A	Bid becomes **available** if the linked bid is activated (in either Scheduled Activation or Direct Activation)
Type B	Bid becomes **available** if the linked bid is not activated
Type C	Bid becomes **available** if the linked bid is activated in Scheduled Activation
Type D	Bid becomes **available** if the linked bid is activated in Direct Activation
Type E	Bid becomes **available for Direct Activation** if the linked bid is activated in Direct Activation
Type F	Bid becomes **available for Direct Activation** if the linked bid is activated in Scheduled Activation

Table 8: Types of conditional linking: bid status changes from unavailable to available

9.A.2.5. Combination of bids linking

The final availability of an mFRR Energy Bid for Scheduled Activation and/or Direct Activation may potentially be influenced by its dependencies to other mFRR Energy Bid(s) to which it is technically or conditionally linked. If an mFRR Energy Bid is subject to both conditional and technical linking and those links would yield different availability status, then the mFRR Energy Bid will be marked as unavailable for activation.

Links between mFRR Energy Bids can be combined following the rules defined in Annexes 9.A.2.1, 9.A.2.2, 9.A.2.3 and 9.A.2.4, and gathered in the below table.

	Technical Link (Bid Group)	Conditional Link	Exclusive Linking	Parent-child Linking
Technical Link (Bid Group)	There **cannot** be more than one technical link between two mFRR Energy Bids.	An mFRR Energy Bid **may** be included in a bid group and have a conditional link with an mFRR Energy Bid, part of the same (or another) bid group.	An mFRR Energy Bid **may** be included in both a bid group and an exclusive group.	An mFRR Energy Bid **may** be included in both a bid group and a parent-child group.
Conditional Link	An mFRR Energy Bid **may** be included in a bid group and have a conditional link with an mFRR Energy Bid, part of the same (or another) bid group.	A BSP **may** conditionally link an mFRR Energy Bid of QH_0 to maximum 3 different bids of QH_{-1} and 3 different bids of QH_{-2}. There can only be one conditional link between two bids	An mFRR Energy Bid of QH_0 conditionally linked to another mFRR Energy Bid of QH_{-1} or QH_{-2}, **cannot** be listed in an exclusive group.	An mFRR Energy Bid of QH_0 conditionally linked to another mFRR Energy Bid of QH_{-1} or QH_{-2}, **cannot** be listed in a parent-child group.
Exclusive Linking	An mFRR Energy Bid **may** be included in both a bid group and an exclusive group.	An mFRR Energy Bid of QH_0 conditionally linked to another mFRR Energy Bid of QH_{-1} or QH_{-2}, **cannot** be listed in an exclusive group.	An mFRR Energy Bid **cannot** be part of more than one exclusive group.	An mFRR Energy Bid part of an exclusive group, **cannot** be part of a parent-child group.
Parent-child Linking	An mFRR Energy Bid **may** be included in both a bid group and a parent-child group.	An mFRR Energy Bid of QH_0 conditionally linked to another mFRR Energy Bid of QH_{-1} or QH_{-2}, **cannot** be listed in a parent-child group.	An mFRR Energy Bid part of a parent-child group, **cannot** be part of an exclusive group.	An mFRR Energy Bid **cannot** be part of more than one parent-child group

Table 9: Summary of the possibility for the BSP to mix different links between bids

9.B PROVIDING GROUP OF MFRR ENERGY BIDS

The BSP may choose to combine multiple bid groups in the same mFRR Providing Group under the conditions that:

- mFRR Energy Bids listed in a same bid group are part of the same mFRR Providing Group.

- mFRR Energy Bids listed in a parent-child group are part of the same mFRR Providing Group.

- Per quarter-hour, a Delivery Point listed in an mFRR Energy Bid of an mFRR Providing Group is not also listed in an mFRR Energy Bid of another mFRR Providing Group (in other words, per quarter-hour, a Delivery Point can exclusively be used in one mFRR Providing Group).

- Per quarter-hour, mFRR Energy Bids related to a Delivery Point DP_{SU} are not listed together in an mFRR Providing Group in case they contain Delivery Points DP_{SU} of different Technical Facilities.

- Per quarter-hour and direction, for an mFRR Providing Group including mFRR Energy Bids related to Delivery Points DP_{PG}, the following sum is lower or equal to 100 MW:

  - The volume of the concerned mFRR Energy Bids, not included in an exclusive group and being not conditionally linked to another mFRR Energy Bid; and

  - The volume of the concerned mFRR Energy Bids being conditionally linked with another mFRR Energy Bid and considered as available by default for activation at the time of their submission to ELIA (i.e. the conditional link type of the mFRR Energy Bid is part of Table 7); and

- For each concerned exclusive group, the maximum volume between the volumes of the concerned mFRR Energy Bids included in the exclusive group.

9.C SPECIFICATIONS FOR MFRR ENERGY BIDS SUBMITTED IN THE FRAMEWORK OF A PREQUALIFICATION TEST

An mFRR Energy Bid submitted for a prequalification test, comprises the following specifications:

- The quarter-hour for which the mFRR Energy Bid applies[38].

- The expected volume, expressed in MW, taking into account that:

  - The minimum expected volume is 0.1 MW;

  - The volume granularity is 0.1 MW;

  - The maximum volume of an upward (respectively downward) mFRR Energy Bid is equal to the sum of the $DP_{mFRR,max,up}$ (respectively $DP_{mFRR,max,down}$) of each Delivery Point included in the mFRR Energy Bid.

- The bid price equals 0€/MWh.

- The direction: upwards or downwards.

- The Delivery Points included in the mFRR Energy Bid (as per Art. II.7.5, Art. II.7.6 and Art. II.7.7) taking into account the rules of Annex 9.C.

9.D CHECKS PERFORMED ON MFRR ENERGY BIDS

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

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

- Delivery Points mentioned in the mFRR Energy Bid are part of the Pool of the BSP; and

- The mFRR Energy Bid respects the specifications of Annexes 9.A.1, 9.A.2 and 9.B; and

- The mFRR Energy Bid is submitted to ELIA within the timings defined in Art. I.1.1, Art. II.10.5 and Art. II.10.6; and

- Per quarter-hour, a Delivery Point DP_{PG} included in an mFRR Energy Bid, is not also included in an aFRR Energy Bid or in a Supporting aFRR Providing Group; and

- If the BSP requests a decrease of its mFRR Energy Bid volume after the concerned mFRR Balancing GCT (as per Art. II.10.12 and Art. II.10.13), it provides a reason for this update; knowing that only the circumstances mentioned in Art. II.10.12 and Art. II.10.13 will be considered as valid reasons[39].

In the event that the mFRR Energy Bid is submitted in the framework of a prequalification test, ELIA performs the following validations in addition to the above two first checks:

- The mFRR Energy Bid respects the specifications of Annex 9.C; and

- The mFRR Energy Bid is submitted to ELIA within the timings defined in Annex 6.A; and

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[38] In the framework of a Prequalification test, the BSP will submits mFRR Energy Bids for the entire time window of 24 hours agreed with ELIA, as per Annex 6.A.

[39] When a full Forced Outage (i.e. volume set to 0 MW) is declared by the BSP for an mFRR Energy Bid before the related mFRR Balancing GCT, a reason is also to be provided by the BSP to ELIA.

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SPECIFICATIONS FOR

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CHECKS

- A Delivery Point submitted in an mFRR Energy Bid in the framework of a prequalification test is not also included in an aFRR Energy Bid, an mFRR Energy Bid, a Supporting aFRR Providing Group, a Supporting mFRR Providing Group or another prequalification test for the same quarter-hour; and

- The mFRR Energy Bid has no link with other mFRR Energy Bids.

The detailed procedure for the validation by ELIA of a submitted mFRR Energy Bid is described in a technical documentation, published on the ELIA website or available on demand by e-mail to ELIA contractual responsible listed in Annex 16.

As per Art. II.10.8, an mFRR Energy Bid is automatically rejected if one of the above-mentioned checks is not satisfied. In such a case, the BSP is notified of the rejection and the reason for rejection.

9.E BASELINE UPDATE FOR DP$_{SU}$ IN THE FRAMEWORK OF AN MFRR ENERGY BID UPDATE

9.E.1 SUBMISSION OF A BASELINE UPDATE FOR DP$_{SU}$

As per Art. II.10.15, a BSP has the possibility to update the Baseline of a Delivery Point DP$_{SU}$ included in an mFRR Energy Bid:

- from the RD GCT related to the quarter-hour for which the mFRR Energy Bid was submitted; and

- until 5 minutes after the start of the quarter-hour for which the mFRR Energy Bid was submitted or until the Delivery Point has been listed in the acknowledgement messages, as per Annex 10.A, sent by the BSP to ELIA; and

- if the following conditions are met:

  • The BSP has a firm intention, at the moment of the request, to actually dispatch its Delivery Point to balance the perimeter of the concerned BRP (i.e. for self-balancing), balance the ELIA LFC Block (i.e. for reactive balancing) or perform a trade on the intraday market; and

  • Once the levels of CRI are identified and communicated to the BSP, the Baseline update is not made in the upward (respectively downward) direction when the concerned Delivery Point DP$_{SU}$ belongs to an Electrical Zone with a medium or a high level of CRI in the upward (respectively downward) direction.

As per Art. II.10.15, the BSP submits the update of a Baseline in the framework of an mFRR Energy Bid update, through a dedicated web-based platform put at disposal by ELIA. The technical documentation for this platform is available on the ELIA website or can be requested by e-mail to ELIA contractual responsible listed in Annex 16.

9.E.2 SPECIFICATIONS FOR THE BASELINE UPDATE

A Baseline update, comprises the following specifications:

- The Delivery Point corresponding to the Baseline.

- The quarter-hour to which the Baseline update applies.

- The volume of the new Baseline, expressed in MW, taking into account that:

  • The volume granularity is 0.1 MW;

- This volume is between DP_Pmax$_{off}$ (or 0 if not applicable) and DP_Pmax$_{inj}$ (or 0 if not applicable). In case of start-up and shut-down this value can be below DP_Pmin$_{inj}$ or DP_Pmin$_{off}$.

9.E.3 CHECKS PERFORMED ON A BASELINE UPDATE

ELIA performs the following checks at any update of a Baseline in the framework of an mFRR Energy Bid update:

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

- The Delivery Point DP$_{SU}$ to which the Baseline applies is part of the Pool of the BSP; and

- The mFRR Energy Bid is submitted to ELIA within the timings defined in Annex 9.E.1; and

- The Baseline is limited to the DP_Pmax$_{inj}$ and/or DP_Pmax$_{off}$ of the concerned Delivery Point DP$_{SU}$; and

- Once the levels of CRI are identified and communicated to the BSP, the Baseline update is not made in the upward (respectively downward) direction in case the concerned Delivery Point DP$_{SU}$ belongs to an Electrical Zone with a medium or a high level of CRI in the upward (respectively downward) direction; and

- The Baseline update is made in accordance with the agreed must-run[40] and may-not-run[40] requests, pursuant to the SA Contract; and

- In case of a sea storm[40], an update of the Baseline for an offshore PPM[40] in the upwards direction, submitted between the notice, by ELIA, of an upcoming sea storm and the end of the second hour after this sea storm, is rejected, pursuant to the SA Contract; and

- The Scheduling Agent has not declared any (partial) Forced Outage (as per the SA Contract).

The detailed procedure for the validation by ELIA of a Baseline update, is described in the relevant technical documentation, published on the ELIA website or available on demand by e-mail to ELIA contractual responsible listed in Annex 16.

9.F TRANSPARENCY

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

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[40] As defined in the SA contract.

ANNEX 10. ACTIVATION

10.A COMMUNICATION REQUIREMENTS FOR AN ACTIVATION

In order to activate an mFRR Energy Bid, ELIA notifies the BSP by electronic message. The technical documentation for an activation is available on the ELIA website or can be requested by email to ELIA contractual responsible listed in Annex 16.

The activation request of an mFRR Energy Bid comprises the following information:

- The start and end time of the activation;
- The type of activation (Scheduled Activation or Direct Activation);
- The mFRR Requested (with a granularity of 1 MW).

After receiving the activation request, the BSP must respond by sending ELIA two acknowledgement messages:

- Acceptation (1st acknowledgement message from the BSP):

  At the latest 5 minutes after the activation request has been received by the BSP, the latter communicates to ELIA an acknowledgement message including the list of the Delivery Points that will be used to deliver the energy requested for each quarter-hour concerned by the activation request, as well as the expected contribution of each Delivery Point to this delivery. The list of Delivery Points in the acceptation message is limited by the rules defined in Art. I.1.1. The BSP makes its best efforts to provide accurate data in this notification.

- Confirmation (2nd acknowledgement message from the BSP):

  At the latest 8 minutes after the end of the last quarter-hour of the activation, the BSP communicates to ELIA the final list of Delivery Points[41] used to deliver the energy requested for each quarter-hour concerned by the activation, as well as the contribution of each Delivery Point to this delivery. This list of Delivery Points is used for the activation control, as per Art. II.14.2 and Art. II.18.11, and for an availability test, as per Art. II.13.9. In case the BSP indicates an activated volume of 0 (zero) MW for a Delivery Point, it will not be further taken into account in the activation control.

Under the circumstances that ELIA receives neither the 1st nor the 2nd acknowledgment message within the aforementioned timings (through no fault of ELIA), the activation is considered as failed and incentives shall apply, in accordance with Art. II.14.5, Art. II.18.13, Art. II.13.12.

Under the circumstances that ELIA receives only one acknowledgement message, the information provided in this message will be considered for activation control, in accordance with Art. II.14.2 and Art. II.18.11, and for availability test, in accordance with Art. II.13.9.

10.B ACTIVATION OF MFRR ENERGY BIDS

As stated in Art. II.11.5, ELIA can activate an mFRR Energy Bid for either a Scheduled Activation or a Direct Activation. The profile of these two activation types, shown in Figure 7 and Figure 8 respectively, are as follows:

---

[41] The BSP makes its best effort to ensure that the Delivery Points included in the 2nd acknowledgment message have already been included in the 1st acknowledgment message.

For a **Scheduled Activation**:

- The Scheduled Activation of an mFRR Energy Bid submitted for the quarter-hour QH_0 is requested 7.5 minutes before the start of the concerned quarter-hour QH_0;

- After receiving the activation request, the BSP disposes of 12.5 minutes (Full Activation Time) to reach the mFRR Requested;

- After the Full Activation Time, the BSP delivers the mFRR Requested for 5 minutes;

- The ramping to the Baseline starts 5 minutes before the end of the quarter-hour QH_0.
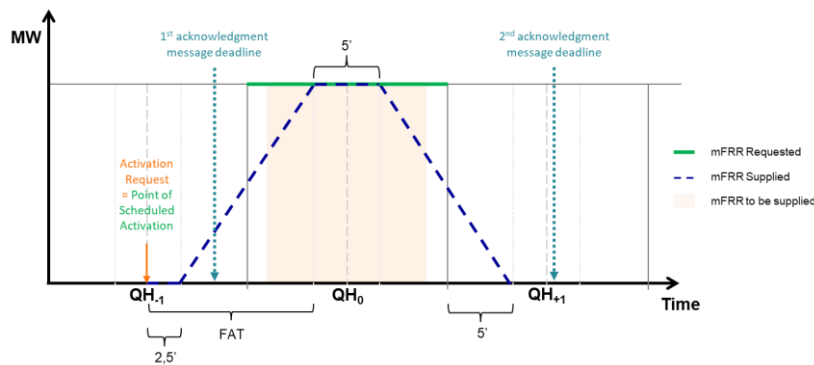
Figure 7: Scheduled Activation of an mFRR Energy Bid

For a **Direct Activation**:

- The Direct Activation request of an mFRR Energy Bid submitted for the quarter-hour QH_0 can be sent during a 15-minute period starting 7,5 minutes before the start of the concerned quarter-hour QH_0 (i.e. the Point of Scheduled Activation);

- After receiving the activation request, the BSP disposes of 12,5 minutes (Full Activation Time) to reach the mFRR Requested;

- After the Full Activation Time, the BSP delivers the mFRR Requested until 5 minutes before the end of the quarter-hour QH_{+1};

- The ramping to the Baseline starts 5 minutes before the end of the quarter-hour QH_{+1}.
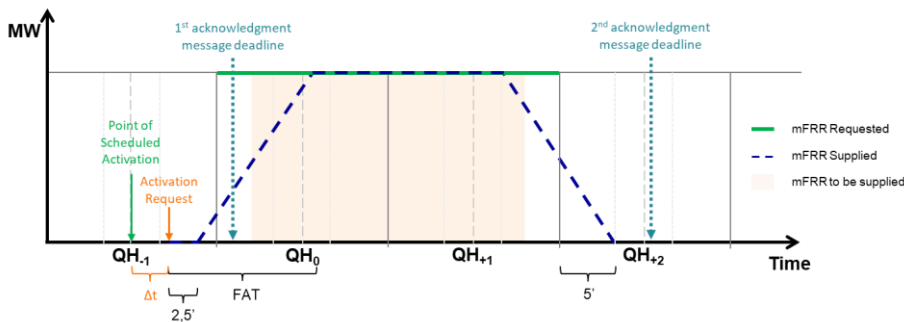
Figure 8: Direct Activation of an mFRR Energy Bid

10.C PROCEDURE FOR ACTIVATION AT OWN EXPENSE

In case of request by the BSP to activate at own expense, in accordance with Art. II.11.11, the BSP first calls the ELIA real-time contact, as listed in Annex 16. If ELIA grants permission, the BSP sends an e-mail, following the template provided hereunder:

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

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

Table 10: Template for activation at own expense

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

10.D BLOCK APPROACH FOR BALANCING PERIMETER CORRECTION

As per Art II.11.10, if ELIA requests the activation of an mFRR Energy Bid, ELIA appoints the requested energy, for each respective quarter-hour, to the balancing perimeters of BRP_{BSP}.

$$energy\ appointed\ to\ balancing\ perimeter = mFRR\ energy\ requested$$

where, the mFRR energy requested is determined in accordance with Annex 10.E.

The text below illustrates the application of the block approach for a Scheduled Activation (Case 1 – profile shown in Figure 7) and for a Direct Activation (Case 2 – profile shown in Figure 8). In the two examples below, ELIA requests the activation of an mFRR Energy Bid submitted for the quarter-hour starting at 08:15 and ending at 08:30.

Examples:

- *Case 1: Scheduled Activation*

The activation request is sent 7.5 minutes before the start of the quarter-hour for which the concerned mFRR Energy Bid was submitted (cf. Figure 7).

Quarter-hour	mFRR Requested [MW]	mFRR energy requested [MWh]	mFRR energy in BRP_BSP perimeter [MWh]
08:00 – 08:15	0	0	0
08:15 – 08:30	100	$100 \times \frac{1}{4} = 25$	25
08:30 – 08:45	0	0	0

Table 11: Example of balancing perimeter correction for a Scheduled Activation of an mFRR Energy Bid

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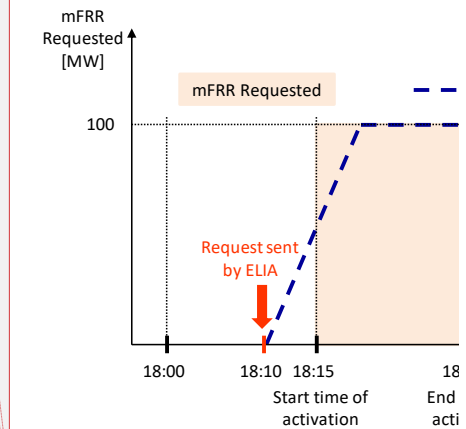Deleted: Annex 16.

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

Deleted: Example¶

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Deleted: a

Deleted: at 18:10 with a start time at 18:15 and an end time at 18:30

Deleted: following mFRR Power

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Deleted: the

Deleted: Energy in BRP_BSP perimeter [MWh]

- *Case 2: Direct Activation*

The activation request is sent 3 minutes after the Point of Scheduled Activation for which the concerned mFRR Energy Bid was submitted (cf. Figure 8).

In such a case, Δt, being the duration in minutes between the Direct Activation request and the Point of Scheduled Activation for the concerned quarter-hour (as per Annex 10.B), is equal to 3 minutes.

Quarter-hour	mFRR Requested [MW]	mFRR Energy Requested [MWh]	mFRR Energy in BRP perimeter [MWh]
08:00 – 08:15	0	0	0
08:15 – 08:30	100	$100 \times \frac{15-3}{15} \times \frac{1}{4} = 20$	20
08:30 – 08:45	100	$100 \times \frac{1}{4} = 25$	25
08:45 - 09:00	0	0	0

Table 12: Example of balancing perimeter correction for a Direct Activation of an mFRR Energy Bid

Deleted: 18:00-18:15

10.E DETERMINATION OF MFRR ENERGY REQUESTED

The mFRR energy requested of an mFRR Energy Bid is determined as follows:

For a **Scheduled Activation**:

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

For a **Direct Activation**:

- For the first quarter-hour of the activation:

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

Where Δt is the duration in minutes between the Direct Activation request and the Point of Scheduled Activation for the concerned quarter-hour.

- For the second quarter-hour of the activation:

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

ANNEX 11. AVAILABILITY TEST

In accordance with Art. II.13.1, ELIA controls the availability of the mFRR Balancing Capacity by performing availability tests.

11.A ORGANIZATION OF AVAILABILITY TESTS

In accordance with Art. II.13.1 and Art. II.13.7, ELIA can request an availability test on contracted mFRR Energy Bid(s) submitted by the BSP, at any moment, while respecting the rules described in this annex.

11.B SPECIFICATIONS OF AN AVAILABILITY TEST

As stated in Art. II.13.2, for an availability test, ELIA requests a 2 quarter-hours activation of one (or more) contracted mFRR Energy Bid(s) taking into account that:

- ELIA can request a partial or a full activation of the concerned mFRR Energy Bid(s) in accordance with the specifications set by the BSP during the submission of the concerned mFRR Energy Bid(s) (as per annex 9.A);

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

- For any tested mFRR Energy Bid, the BSP must comply with all applicable communication requirements defined in Annex 10.A.
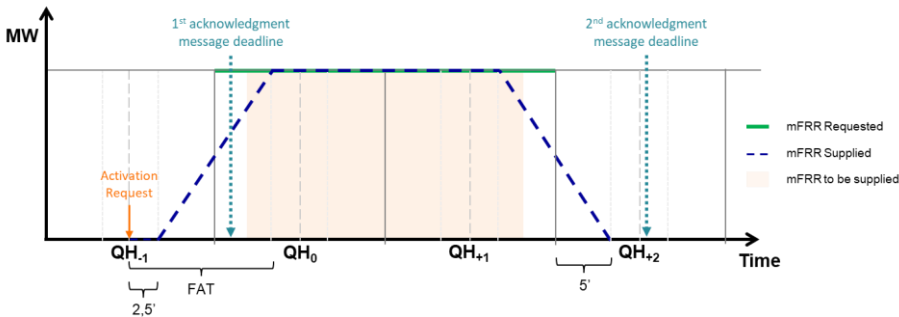
Figure 9: Availability test pattern

The profile of this activation type, shown in Figure 9, is as follows:

- The activation request of an mFRR Energy Bid submitted for the quarter-hour QH$_0$ is sent 7.5 minutes before the start of the concerned quarter-hour QH$_0$;

- After receiving the activation request, the BSP disposes of 12.5 minutes (Full Activation Time) to reach the mFRR Requested;

- After the Full Activation Time, the BSP delivers the mFRR Requested until 5 minutes before the end of the quarter-hour QH$_{+1}$;

- The ramping down to the Baseline starts 5 minutes before the end of the quarter-hour QH$_{+1}$.

11.C   RULES ON PERFORMANCE OF AVAILABILITY TESTS

ELIA respects the following rules to trigger the availability tests:

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

Limitation on the number of availability tests

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

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

- In case of two successive successful availability tests, in accordance with Art. II.13.9 , ELIA reduces this limitation to 6 availability tests on the rolling window;
- Any failed availability test, in accordance with Art. II.13.9, will automatically set the limitation on number of availability tests back to 12 for the rolling window.

Once the results of an availability test are provided by ELIA to the BSP, in accordance with Art. II.13.11, any update on the limitation will enter into force as of the first calendar day of the next Month.

In case of dispute, as foreseen in Art. II.17.2, the limitation is updated according to the results provided by ELIA in its report, until sufficient proof is provided by the BSP to ELIA to review the results and to consequently reach an agreement (between ELIA and the BSP) on results of the concerned availability test(s).

11.D   DETERMINATION OF MISSING MW

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

The mFRR Missing MW of an availability test is equal to the maximum between the mFRR Missing MW of the two quarter-hours concerned by the availability test:

$$mFRR\ Missing\ MW\ (availability\ test) = max[mFRR\ Missing\ MW\ (QH_0); mFRR\ Missing\ MW\ (QH_{+1})]$$

For each quarter-hour, the mFRR Missing MW is equal to the following:

$$mFRR\ Missing\ MW\ (QH) = \left(90\% \times \sum_{i=1}^{mFRR\ Energy\ Bids\ activated\ for\ the\ availability\ test} mFRR\ Requested_i \right) - mFRR\ Supplied(QH)$$

The mFRR Supplied of the BSP at the level of the Delivery Points included in the mFRR Energy Bid(s) and used by the BSP to deliver the mFRR Requested for each quarter-hour of the availability test, is equal to the following:

$$mFRR\ Supplied\ (QH) = \sum_{DP=1}^{DP\ participating\ in\ the\ availability\ test} mFRR\ Supplied_{DP}$$

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$$mFRR\ Supplied_{DP} = DP_{Baseline} - DP_{measured}$$

Where,

- $mFRR\ Requested_i$ is the mFRR Requested by ELIA for the mFRR Energy Bid i activated for the availability test;

- $DP\ participating\ to\ the\ availability\ test$ represents the Delivery Points listed in the acknowledgement messages, as per Annex 10.A, sent by the BSP to ELIA in the framework of the availability test.

ANNEX 12. ACTIVATION CONTROL

12.A DETERMINATION OF THE MFRR ENERGY MISSING PER QUARTER-HOUR

For each quarter-hour for which the BSP has received an mFRR Requested, ELIA determines the mFRR Energy Missing (in MWh) as follows:

For a netted[42] upward activation (i.e. $mFRR\ energy\ to\ be\ supplied_{Qh}$ positive):

$$mFRR\ Energy\ Missing_{QH} = mFRR\ energy\ to\ be\ supplied_{QH} - mFRR\ energy\ supplied_{QH}$$

For a netted[43] downward activation (i.e. $mFRR\ energy\ to\ be\ supplied_{Qh}$ negative):

$$mFRR\ Energy\ Missing_{QH} = -(mFRR\ energy\ to\ be\ supplied_{QH} - mFRR\ energy\ supplied_{QH})$$

Where,

- $mFRR\ energy\ to\ be\ supplied_{QH}$ is determined in accordance with Annex 12.B;
- $mFRR\ energy\ supplied_{QH}$ is determined in accordance with Annex 12.D.

12.B DETERMINATION OF THE MFRR ENERGY TO BE SUPPLIED PER QUARTER-HOUR

The mFRR energy to be supplied for a quarter-hour, is calculated as follows:

$$mFRR\ energy\ to\ be\ supplied_{QH} = \sum_{i=1}^{\substack{mFRR\ Energy\ Bids \\ activated\ during\ the\ QH}} (ramping\ factor_i \times mFRR\ energy\ requested_i)$$

Where,

- The $mFRR\ energy\ requested_i$ is the mFRR energy requested for the mFRR Energy Bid i activated during the concerned quarter-hour and determined in accordance with Annex 10.E;
- The $ramping\ factor_i$ is the ramping factor corresponding to the mFRR Energy Bid i activated during the concerned quarter-hour and determined in accordance with Annex 12.C.

12.C DETERMINATION OF THE RAMPING FACTOR

The ramping factor for each quarter-hour of an activated mFRR Energy Bid is equal to:

- 80% in case the concerned quarter-hour includes one upward and one downward ramping; or
- 90% in case the concerned quarter-hour only includes one upward or one downward ramping.

This rule does not apply in the following two cases:

- Consecutive activations[44] are requested for upward mFRR Energy Bids part of the same bid group (cf. Annex 9.A.2.3):

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[42] A netted upward activation means that the sum of all the mFRR energy to be supplied requested for the concerned quarter-hour is higher than 0 (zero) MWh; taking into account the fact that for an upward (respectively downward) activation of the mFRR Service, this value is positive (respectively negative).

[43] A netted downward activation means that the sum of all the mFRR energy to be supplied requested for the concerned quarter-hour is lower than 0 (zero) MWh; taking into account the fact that for an upward (respectively downward) activation of the mFRR Service, this value is positive (respectively negative).

[44] "Consecutive activations" also includes the cases where a Scheduled Activation (or a Direct Activation) is requested two quarter-hours after a Direct Activation.

Deleted: is dedicated to the ramp-up.¶
For one mFRR Energy Bid partially activated (i.e. the mFRR Requested is inferior to the total mFRR Capacity of the mFRR Energy Bid), the mFRR Missing MW is the difference between:¶
the total volume of mFRR Capacity offered by

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the mFRR Supplied by the BSP. ¶
To this purpose, only the second quarter-hour of the availability test is considered,

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Per Reserve Service Type: ¶
mFRR Missing MW =
∑ Energy Bids (mFRR Requested − mFRR Supplied) + fully activated

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Time	mFRR Requested [MW]	m
13h15 - 13h30	50,00	
13h30 - 13h45	50,00	
13h45 - 14h00	100,00	
14h00 - 14h15	100,00	
14h15 - 14h30	100,00	

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	The mFRR Requested for the **next quarter-hour**[45] **is higher than or equal to** the mFRR Requested of the concerned quarter-hour	The mFRR Requested for the **next quarter-hour**[45] **is lower than** the mFRR Requested of the concerned quarter-hour
The mFRR Requested for the **previous quarter-hour**[46] **is higher than or equal to** the mFRR Requested of the concerned quarter-hour	100%	90%
The mFRR Requested for the **previous quarter-hour**[46] **is lower than** the mFRR Requested of the concerned quarter-hour	90%	80%

Table 13: Ramping factors in case upward activations are requested for mFRR Energy Bids part of the same bid group

- Consecutive activations[44] are requested for downward mFRR Energy Bids, part of the same bid group (cf. Annex 9.A.2.3):

	The mFRR Requested for the **next quarter-hour**[45] **is lower than or equal to** the mFRR Requested of the concerned quarter-hour	The mFRR Requested for the **next quarter-hour**[45] **is higher than** the mFRR Requested of the concerned quarter-hour
The mFRR Requested for the **previous quarter-hour**[46] **is lower than or equal to** the mFRR Requested of the concerned quarter-hour	100%	90%
The mFRR Requested for the **previous quarter-hour**[46] **is higher than** the mFRR Requested of the concerned quarter-hour	90%	80%

Table 14: Ramping factors in case downward activations are requested for mFRR Energy Bids part of the same bid group

Example 1 with the following assumptions:

- *Three mFRR Energy Bids (i.e. mFRR Energy Bid A, B & C) are submitted part of a same bid group;*

- *mFRR Energy Bid A is submitted for QH2, mFRR Energy Bid B is submitted for QH3 and mFRR Energy Bid C is submitted for QH4;*

- *The three mFRR Energy Bids receive a Scheduled Activation request;*

- *The mFRR Requested of mFRR Energy Bid A is equal to 100MW, the mFRR Requested of mFRR Energy Bid B and C are equal to 50MW.*

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[45] In case the concerned quarter-hour is the first quarter-hour of a Direct Activation, the next quarter-hour will always have an mFRR Requested equal to the mFRR Requested of the concerned quarter-hour.
[46] In case the concerned quarter-hour is the second quarter-hour of a Direct Activation, the previous quarter-hour will always have an mFRR Requested equal to the mFRR Requested of the concerned quarter-hour.
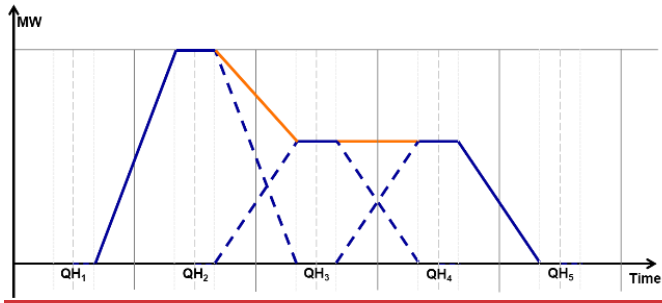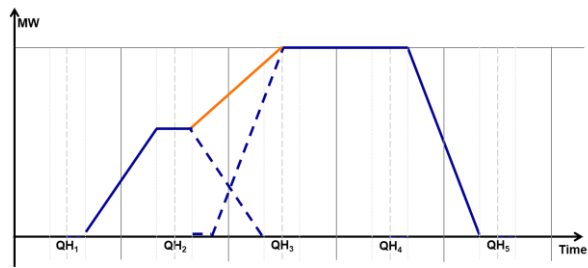
Figure 10: Example of consecutive activation of mFRR Energy Bids part of a same bid group

The ramping factors are as shown in the table below.

	mFRR Requested [MW]	mFRR energy requested [MWh]	Ramping factor
QH1	0	0	-
QH2	100	$100 \times \frac{1}{4} = 25$	80%
QH3	50	$50 \times \frac{1}{4} = 12,5$	100%
QH4	50	$50 \times \frac{1}{4} = 12,5$	90%
QH5	0	0	-

Table 15: Example 1 of ramping factors determination

Example 2 with the following assumptions:

- Two mFRR Energy Bids (i.e. mFRR Energy Bid D & E) are submitted part of a same bid group;

- mFRR Energy Bid D is submitted for QH2 and mFRR Energy Bid E is submitted for QH3;

- mFRR Energy Bid D receives a Scheduled Activation request and mFRR Energy Bid E receives a Direct Activation request 5 minutes before the start of QH3;

- The mFRR Requested of mFRR Energy Bid D is equal to 50MW, the mFRR Requested of mFRR Energy Bid E is equal to 100MW.

Figure 11: Example of consecutive activation of mFRR Energy Bids part of a same bid group

The ramping factors are as shown in the table below.

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	mFRR Requested [MW]	*mFRR energy requested [MWh]*	*Ramping factor*
QH1	*0*	*0*	*-*
QH2	*50*	$50 \times \frac{1}{4} = 12,5$	*90%*
QH3	*100*	$100 \times \frac{1}{4} \times \frac{15 - 2.5}{15} = 20.83$	*90%*
QH4	*100*	$100 \times \frac{1}{4} = 25$	*90%*
QH5	*0*	*0*	*-*

Table 16: Example 2 of ramping factors determination

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12.D DETERMINATION OF MFRR ENERGY SUPPLIED PER QUARTER-HOUR

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The mFRR energy supplied for a quarter-hour is calculated as follows:

For a netted upward activation (i.e. $mFRR\ energy\ to\ be\ supplied_{QH}$ positive):

$$mFRR\ energy\ supplied_{QH} = min\left(max\left\{ 0\ ;\ \sum_{DP=1}^{\substack{Participating\\Delivery\ Points}} mFRR\ energy\ supplied_{DP} \right\} ; mFRR\ energy\ to\ be\ supplied_{QH} \right)$$

For a netted downward activation ($mFRR\ energy\ to\ be\ supplied_{QH}$ negative):

$$mFRR\ energy\ supplied_{QH} = max\left(min\left\{ 0\ ;\ \sum_{DP=1}^{\substack{Participating\\Delivery\ Points}} mFRR\ energy\ supplied_{DP} \right\} ; mFRR\ energy\ to\ be\ supplied_{QH} \right)$$

Where,

- $Participating\ Delivery\ Points$: represents the Delivery Points listed in the acknowledgement messages, as defined in Annex 10.A;

- $mFRR\ energy\ to\ be\ supplied_{QH}$ is determined in accordance with Annex 12.B;

- $mFRR\ energy\ supplied_{DP}$ is determined in accordance with Annex 12.D.

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12.E DETERMINATION OF MFRR ENERGY SUPPLIED PER DELIVERY POINT

The mFRR energy supplied for a Delivery Point is calculated as follows:

- For a Delivery Point participating to an upward activation:

$$mFRR\ energy\ supplied_{DP} = \frac{1}{4} \times min\left[\left(DP_{mFRR,max,up} \right); \left(DP_{Baseline} - DP_{measured} \right) \right]$$

Deleted: Pursuant to Art. II.14.5, the remuneration of a start-up of a Delivery Point DP_{SU}, is established based on the following formula: ¶
$Start - up\ cost\{DP_{SU}\} = Fixed\ cost\{DP_{SU}\} + Sstart\{DP_{SU}\} * SFprice + CO_2\ cost$¶
With:¶
Fixed cost: the fixed component of the start-up cost of the concerned Delivery Point DP_{SU}, as specified in the CIPU Contract;¶
Sstart: the specific fuel consumption at start-up of the concerned Delivery Point DP_{SU}, as specified in the CIPU Contract;¶
SFprice: price of fuel to start-up,

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Deleted: CO_2

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- For a Delivery Point participating to a downward activation:

$$mFRR\ energy\ supplied_{DP} = \frac{1}{4} \times max\left[\left(DP_{mFRR,max,down}\right); \left(DP_{Baseline} - DP_{measured}\right)\right]$$

12.F MFRR ENERGY SUPPLIED IN CASE OF COMBO BETWEEN REDISPATCHING AND MFRR ACTIVATION

In case ELIA activates an mFRR Energy Bid of which one or more of the Delivery Point DP_{SU} listed in the acknowledgement message (as per Annex 10.A) is also used to provide the power requested for a Redispatching Energy Bid for the same quarter-hour, ELIA allocates the mFRR Supplied with respect to the following priority:

- Redispatching Energy Bids;

- mFRR Energy Bids.

ANNEX 13. REMUNERATION

13.A   DETERMINATION OF REMUNERATION

As per Art. II.15.7, the remuneration for one mFRR Energy Bid is equal to the multiplication of:

- the applicable price for the concerned activated mFRR Energy Bid (as defined below); and
- the mFRR energy requested determined in accordance with Annex 10.E.

13.B   DETERMINATION OF APPLICABLE PRICE

The applicable price for an mFRR Energy Bid of quarter-hour QH is equal to the following when:

- ELIA requested a Scheduled Activation:

$$applicable\ price_{bid} = MP_{SA,QH}$$

- ELIA requested a Direct Activation in the upward direction:
  - For the first quarter-hour of activation (QH):

$$applicable\ price_{bid} = \max(MP_{SA,QH}; MP_{DA,up,QH})$$

  - For the second quarter-hour of activation (QH_{+1}):

$$applicable\ price_{bid} = \max(MP_{SA,QH_{+1}}; MP_{DA,up,QH})$$

- ELIA requested a Direct Activation in the downward direction:
  - For the first quarter-hour of activation (QH):

$$applicable\ price_{bid} = \min(MP_{SA,QH}; MP_{DA,down,QH})$$

  - For the second quarter-hour of activation (QH_{+1}):

$$applicable\ price_{bid} = \min(MP_{SA,QH_{+1}}; MP_{DA,down,QH})$$

Where:

- $MP_{SA,QH}$ is the Marginal Price of quarter-hour QH for the Scheduled Activation of an mFRR Energy Bid submitted for the concerned quarter-hour;
- $MP_{SA,QH_{+1}}$ is the Marginal Price of quarter-hour QH+1 for the Scheduled Activation of an mFRR Energy Bid submitted for the concerned quarter-hour;
- $MP_{DA,up,QH}$ (respectively $MP_{DA,down,QH}$) is the highest (respectively lowest) price among all the upward (respectively downward) European mFRR balancing energy bids selected for a Direct Activation for the concerned quarter-hour[47] and the same uncongested area.

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[47] This Marginal Price is valid for both quarter-hours of a Direct Activation.

Example: Determination of the applicable price per quarter-hour for mFRR Energy Bids

	QH_{-1}	QH_0	QH_{+1}
mFRR Energy Bid 1 – DOWN	SA $MP_{SA,QH_{-1}} = -10€/MWh$		
mFRR Energy Bid 2 – UP	DA $MP_{DA,up,QH_{-1}} = 300€/MWh$		
mFRR Energy Bid 3 – DOWN	DA $MP_{DA,down,QH_{-1}} = -100€/MWh$		
mFRR Energy Bid 4 – UP		SA $MP_{SA,QH_0} = 400€/MWh$	
mFRR Energy Bid 5 – UP		DA $MP_{DA,up,QH_0} = 420€/MWh$	
mFRR Energy Bid 6 - UP			SA $MP_{SA,QH_{+1}} = 150€/MWh$

Figure 12: Example of Marginal prices for multiple activations

	Remuneration per mFRR Energy Bid and per quarter-hour		
	QH$_{-1}$	*QH$_0$*	*QH$_{+1}$*
mFRR Energy Bid 1	$-10€/MWh$	*N/A*	*N/A*
mFRR Energy Bid 2	$max(-10;300)$ $= 300€/MWh$	$max(400;300)$ $= 400€/MWh$	*N/A*
mFRR Energy Bid 3	$min(-10;-100)$ $= -100€/MWh$	$min(400;-100)$ $= -100€/MWh$	*N/A*
mFRR Energy Bid 4	*N/A*	$400€/MWh$	*N/A*
mFRR Energy Bid 5	*N/A*	$max(400;420)$ $= 420€/MWh$	$max(150;420)$ $= 420€/MWh$
mFRR Energy Bid 6	*N/A*	*N/A*	$150€/MWh$

Table 17: Example of applicable prices determination

ANNEX 14. INCENTIVES

14.A INCENTIVES RELATED TO MFRR MADE AVAILABLE

In accordance with Art. JI.16.1, the incentive for non-compliance with mFRR Made Available is calculated for Month M as follows:

$$I_{mFRR\ Made\ Available}(Month\ M) = \sum_{All\ CCTU\ of\ Month\ M} I_{mFRR\ Made\ Available}(CCTU)$$

$$I_{mFRR\ Made\ Available}(CCTU) = \#CCTU_{non-compliant} * MW_{not\ made\ available} * CP_{WA}$$

Where

- *All CCTU of Month M*

    All CCTU of Month M for which the BSP has a positive mFRR Obligation for the concerned mFRR Capacity Product

- $\#CCTU_{non\text{-}compliant}$

    The number of CCTU for which an incentive related to the mFRR Made Available for the concerned mFRR Capacity Product applies for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of the concerned non-compliance with mFRR Made Available.

- $MW_{not\ made\ available}$

    This value is determined as follows:

    - For each quarter-hour of the concerned CCTU, the difference between the mFRR Obligation for the concerned mFRR Capacity Product and the corresponding mFRR Made Available is determined;

    - The differences established in point (i) for each quarter-hour are summed;

    - The sum established in point (ii) is divided by 4 to obtain the $MW_{not\ made\ available}$ expressed in MW/h.

Example *for the* $MW_{not\ made\ available}$ *determination*:

	Non-compliant quarter-hours of CCTU 4 (16:00-20:00)			
	16:30-16:45	16:45-17:00	19:00-19:15	19:15-19:30
mFRR Obligation (1)	70	70	70	70
mFRR Made Available (2)	50	60	40	30
(1) – (2)	20	10	30	40
$MW_{not\ made\ available}$ [MW/h]	$= \frac{20+10+30+40}{4} = \frac{100}{4} = 25$			

Table 18: Example for the $MW_{not\ made\ available}$ determination

- CP_{WA}

    The weighted average of capacity prices corresponding to all mFRR Capacity Bids of the concerned mFRR Capacity Product awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of the concerned non-compliance with mFRR Made Available. The weight is the mFRR Awarded for the concerned mFRR Capacity Bid.

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Non-compliant quarter-hours of CCTU 4 (16:00-20:00) ...

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In case no mFRR Capacity Bid has been awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of the concerned non-compliance with mFRR Made Available, CP$_{WA}$ is equal to the average price of the capacity auction corresponding to the CCTU for which the non-compliance is observed.

14.B INCENTIVES FOR MFRR MISSING MW

14.B.1 INCENTIVES FOR MFRR MISSING MW DETERMINATION

In accordance with Art. II.16.3, the incentive resulting from mFRR Missing MW is calculated on a monthly basis as follows:

$$I_{mFRR\ Missing\ MW} = \sum^{Availability\ tes(s)\ organized\ in\ Month\ M} [\alpha \times mFRR\ Missing\ MW \times CP_{WA} \times \#CCTU] \times hours_{CCTU}$$

Where:

- α is an incentive factor that is equal to:
  - 0,75 by default;
  - 1.5 in case the incentive concerns a second consecutive failed availability test.
- $mFRR\ Missing\ MW$ is the mFRR Missing MW of the concerned availability test defined in Annex 11.D.
- CP_{WA} is the weighted average of capacity prices corresponding to all mFRR Capacity Bids awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of performance of the concerned availability test. The weight is the mFRR Awarded for the concerned mFRR Capacity Bid.
- $\#CCTU$ is the number of CCTU for which at least one mFRR Capacity Bid has been awarded to the BSP for the period comprised between Day D-29 until Day D (i.e. 30 Days), where Day D is the date of performance of the concerned availability test.
- $hours_{CCTU}$ is number of hours in a CCTU.

14.B.2 ADAPTATION OF MFRR$_{MAX}$ IN CASE OF FAILED AVAILABILITY TEST

In accordance with Art. II.16.4, ELIA adapts the mFRR$_{max}$ in case of two failed consecutive availability tests, as follows:

$$new\ mFRR_{max} = mFRR_{max} - \min[mFRR\ Missing\ MW_{test\ 1}; mFRR\ Missing\ MW_{test\ 2}]$$

14.C INCENTIVES FOR MFRR ENERGY MISSING

In accordance with Art. I.1.1, the incentive resulting from non-compliant quarter-hourly activation control(s) is calculated for a Month M as follows:

$$I_{mFRR\ energy\ missing}(Month\ M) = \sum_{i=1}^{QH\ concerned\ by\ an\ mFRR\ activation} I_{mFRR\ energy\ missing}(QH_i)$$

The incentive for each non-compliant quarter-hour is determined as follows:

$$I_{mFRR\ energy\ missing}(QH) = incentive_{base}(QH) + incentive_{additional}(QH)$$

The $incentive_{base}(QH)$ is calculated as follows:

$$incentive_{base}(QH) = 0.1 \times |mFRR\ Energy\ Missing_{QH} \times incentive\ price_{QH}|$$

The $incentive_{additional}(QH)$ is calculated as follows:

- In case of a netted upward (respectively downward) activation, the additional incentive applies when the Imbalance Price is lower (respectively higher) than the incentive price:

$$incentive_{additional}(QH) = mFRR\ Energy\ Missing_{QH} \times |Imbalance\ Price_{QH} - incentive\ price_{QH}|$$

- In all other cases:

$$incentive_{additional}(QH) = 0$$

For a netted upward (respectively downward) activation over a quarter-hour, the incentive price for this quarter-hour (i.e. $incentive\ price_{QH}$) is determined as the maximum (respectively minimum) of all applicable prices related to the mFRR Energy Bids with an mFRR Requested for the concerned quarter-hour (i.e. the $applicable\ price_{bid}$ of each concerned mFRR Energy Bid as defined in Annex 13).

Example: Determination of the incentive price per quarter-hour based on the assumptions defined in the example of Annex 13:

	Netted activation	Activated mFRR Energy Bids	Incentive price
QH₁	Downward	mFRR Energy Bids 1, 2 and 3	$min(-10\ ; 300\ ; -100) = -100 €/MWh$
QH₂	Upward	mFRR Energy Bids 2, 3, 4 and 5	$max(400\ ; -100\ ; 400\ ; 420) = 420 €/MWh$
QH₃	Upward	mFRR Energy Bids 5 and 6	$max(420\ ; 150) = 420 €/MWh$

Table 19: Example of incentive prices determination

ANNEX 15. APPROPRIATION STRUCTURE

Imputation code	Description
	Remuneration for mFRR Awarded
	Remuneration for mFRR Requested
	Availability tests incentives
	Control of the mFRR Obligation
	Activation control incentives
	Incentives for the control of an activation for redispatching

Table 20: Imputation codes for each type of remuneration and control

ANNEX 16. CONTACT DETAILS

Version: DD/MM/YYYY

For ELIA:

1	**Contractual responsible(s)**
2	**Delivery Control**
3	**Invoice monitoring**
	3.1 Settlement
	3.2 Invoicing & Payment
4	**Real time operations and operational monitoring**

Table 21: Contact details for ELIA

Part III – Annexes

For the BSP:

1	**Contractual responsible(s)**
2	**Capacity auctions**
3	**Delivery control**
4	**Invoicing matters**
5	**Real time (24 hrs per day) (max. one phone number)**

Table 22: Contact details for the BSP

Updates of this list must be exchanged via email (both the contract responsible and contracting_AS@elia.be).