

# Access Responsible Party Contract (ARP Contract)

**!! FOR INFORMATION PURPOSES ONLY !!**

Contract reference: [•]

**between:**

**ELIA SYSTEM OPERATOR N.V./S.A.**, a company established under Belgian law, whose registered offices are located at Keizerslaan 20 / Boulevard de l'Empereur 20, 1000 Brussels, company registration number 476.388.378, validly represented by **Mr [•]** and **Mr David Zenner**; in their respective capacities of **Key Account Manager ARP** and **Manager Customer Relations**,

referred to hereinafter as "Elia",

**and**

[•], a company established under [•], whose registered offices are located at [•], [•], [•], [•] company registration number [•], validly represented by [•] and [•], in the capacity of [•] and [•]

referred to hereinafter as "ARP".

Elia and [ARP] may also each be referred to as "the Party" or jointly as "the Parties".

**Whereas:**

- Elia owns or at least has the right to use or operate the largest part of the Belgian transmission grid,
- Elia has been officially designated as the transmission system operator,
- [ARP] has expressed its willingness to become an Access Responsible Party according to the terms and condition of this Contract,
- [ARP] understands the importance for the safety and reliability of the Elia Grid of complying with all of its balancing responsibilities, as defined below in this Contract, at all times during the fulfilment of this Contract,
- the Parties understand that this Contract is not a contract granting [ARP] access to the Elia Grid.

**The following points have been agreed:**

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# Section I: Definitions and subject of the Contract

## 1 Definitions

Except where there is further specification aimed at application for the purposes of the 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 organisation of the electricity market and/or the various applicable Grid Codes (as defined hereunder) are also included for the purposes of the Contract in the sense of these statutory or regulatory definitions.

Consequently, the following definitions apply for the purposes of the Contract:

**“Access Holder”**: the party requesting access who concludes an access Contract with Elia; this may be the Grid User or any other natural or legal person designated by the Grid User, within the limits of the regulations and laws in force;

**“Access Point”**: an Injection Point and/or an Off-take Point to the Elia Grid;

**“Access Responsible Party”** or **“ARP”**: any natural or legal person listed in the Register of Access Responsible Parties in accordance with the Grid Code for Transmission; sometimes also referred to in the Grid Codes for Local and Regional Transmission with the term ‘balance responsible party’;

**“Act of 2 August 2002”**: the Act of 2 August 2002 on payment delays in the payment of commercial transactions, as amended from time to time;

**“Active Power”**: the electrical power that can be converted into any other forms of power, such as, for instance, mechanical, thermal and acoustic power. The value of Active Power is equal to  $3xUxI \cos \varphi$  (phi), whereby U and I are the effective values of the fundamental components of the voltage wave (between a phase and the earth) and the power wave (in that phase) and where  $\varphi$  represents the phase difference (angle) between the fundamental components of voltage wave and power wave;

**“Appendix”**: an appendix to the Contract;

**“Balancing Perimeter”**: any Off-take and Injection allocated to [ARP] as defined in Article 11 of this Contract;

**“Banking Days”**: the working days of the banking sector in Belgium;

**“Band Supply”**: the Active Power by quarter-hour basis for an Off-take Point that has been nominated by an Access Responsible Party, and confirmed by the Grid User concerned. The Balancing Perimeter of [ARP] is adjusted for all relevant Band Supplies. The specifications for Band Supplies are described in the access contract;

**“CDS”**: acronym of ‘Closed Distribution System’, as defined below;

**“CDS Access Point”**: the access point to the Closed Distribution System of a Closed Distribution System User, where all its physical Injections and/or Off-takes of Active Power within the Closed Distribution System can be aggregated virtually;

**“Closed Distribution System”**: the closed distribution system (or, according to the Electricity Act and the electricity decrees and/or ordinances, closed industrial system or closed professional system) is the grid directly connected to the Elia Grid and recognised by the relevant authorities as a Closed Distribution System;

**“Closed Distribution System Injection Position”**: energy injected on a quarter-hour basis that is allocated to the Balancing Perimeter of an Access Responsible Party by a Closed Distribution System Operator connected to the Elia Grid;

**“Closed Distribution System Off-take Position”**: energy off-take on a quarter-hour basis that is allocated to the Balancing Perimeter of an Access Responsible Party by a Closed Distribution System Operator connected to the Elia Grid;

**“Closed Distribution System Operator”**: a natural or legal person appointed by the relevant authority as the operator of the Closed Distribution System;

**“Closed Distribution System Position”**: energy on a quarter-hour basis that is allocated to the Balancing Perimeter of an Access Responsible Party by a Closed Distribution System Operator connected to the Elia Grid;

**“Closed Distribution System User”**: an end-customer or producer connected to the grid of a Closed Distribution System, and who has at least one CDS Access Point, regardless of whether or not the party in question has made use of its choice of supplier;

**“Concessionary”**: a Grid User who also holds a grant (or several grants) of public property issued in accordance with Article 6 of the Electricity Act with a view to building and operating wind electricity production facilities in offshore areas falling under Belgian jurisdiction;

**“Connected Foreign Transmission Grid”**: either the French transmission grid (which is operated by RTE) or the Dutch transmission grid (which is operated by TenneT) as the case may be;

**“Contract”**: this Access Responsible Party Contract concluded between Elia and [ARP];

**“Counterparty”**: Access Responsible Party with whom an Internal Transfer of Energy is done;

**“CREG”**: Commission for Regulation of Electricity and Gas;

**“Day-Ahead Import and/or Export”**: an International Exchange for which the Nomination has been submitted to Elia no later than Day D-1, in accordance with the provisions of the Contract;

**“Day-Ahead Nomination”**: a table containing a series of data such as the characteristics of an access to the Elia Grid for a specific Day D, including the quantity of Active Power per unit of time to be injected and/or to be taken off, submitted by [ARP] to Elia at the latest on Day D-1, in accordance with the provisions of the Contract;

**“Day D”**: any calendar day for which the implementation of a Nomination is scheduled;

**“Day D-1”**: the calendar day before D Day;

**“Day D+1”**: the calendar day after D Day;

**“Distribution Off-take Position”**: the energy allocated on a quarter-hourly basis to the Balancing Perimeter of an Access Responsible Party by a distribution system operator, other than Elia, which is part of the Belgian control area;

**“Electricity Act”**: the Act of 29 April 1999 concerning the organisation of the electricity market, as amended from time to time;

**“Elia Grid”**: the electricity grid for which Elia holds the property right or at least that of using and operating it and for which Elia has been designated as the transmission system operator;

**“Energy Off-take Distribution Off-take Position”**: the energy off-take allocated on a quarter-hour basis to the Balancing Perimeter of an Access Responsible Party by a distribution system operator, other than Elia, which is part of the Belgian control area;

**“Energy Production Forecast”**: forecasts regarding the production of energy as set out in the Production Deviation Rules. The energy production forecasts referred to in this Contract are those which have been set out prior to and for the purpose of submitting the Nominations in question;

**“Export”**: an International Exchange at the Northern Border from the Elia Grid to the Dutch transmission grid, or an International Exchange at the Southern Border from the Elia Grid to the French transmission grid, as the case may be;

**“Gate”**: the limit Hour (time) for submitting requests for intraday capacity in accordance with the rules mentioned in Appendix 1 or Appendix 2 to the Contract. The list of Gates relating to the Northern Border and/or the Southern Border is published on Elia’s website.

**“Generation Unit”**: a physical unit including a generator that generates electricity and that is associated with an Access Point providing an access to the Elia Grid;

**“Grid User”**: any natural or legal person connected to the Elia Grid as a producer, consumer or Closed Distribution System Operator and who, if he himself is not acting as the Access Holder, has designated the Access Holder;

**“Harmonised Auction Rules”**: the rules setting the terms and conditions for allocation of available capacity by explicit auctions in both directions at the borders within the Central West Europe (CWE) Region and, as the case may be, other regions in Europe and individual countries (e.g. Switzerland);

**“Hour”**: the normal hour of the day in the Belgian time zone, or a duration of sixty (60) minutes;

**“Imbalance”**: the difference per quarter-hour between the total Injection into the Elia Grid belonging to the Balancing Perimeter of [ARP] and the total Off-take from the Elia Grid belonging to the Balancing Perimeter of [ARP], as described in Appendix 3;

**“Import”**: an International Exchange at the Northern Border from the Dutch transmission grid to the Elia Grid, or an International Exchange at the Southern Border from the French transmission grid to the Elia Grid, as the case may be;

**“Injected Energy Distribution Off-take Position”**: the injected energy allocated on a quarter-hourly basis to the Balancing Perimeter of an Access Responsible Party by a distribution system operator, other than Elia, which is part of the Belgian control area;

**“Injection”**: the injection of Active Power:

- at an Injection Point directly connected to the Elia Grid, excluding those Injection Points that supply a Closed Distribution System; or
- the Distribution Off-take Position, if it is a net injection; or
- the Injection Position at one or more Access Points of the Closed Distribution System that are connected to the Elia Grid, in the case of a net injection; or
- by means of an Import; or
- by means of an Internal transfer of energy (“purchase” – “buyer”);

**“Injection Point”**: the physical location and voltage level of each point from which power is injected into the Elia Grid and for which access to the Elia Grid is granted to the Access Holder in accordance with the access contract;

**“Internal Day-Ahead Transfer of Energy”**: an internal transfer of energy for which the Nomination must be submitted to Elia at the latest on D Day-1, in accordance with the provisions of this Contract;

**“Internal Intraday Transfer of Energy”**: an internal transfer of energy for which the Nomination must be submitted to Elia by the Access Responsible Parties at the latest on D Day+1, in accordance with the provisions of this Contract;

**“Internal Transfer of Energy”**: a transfer of energy within the Elia control area between [ARP] and another Access Responsible Party which has been authorised by Elia to exchange energy on a bilateral basis, for which a Nomination has to be submitted to Elia by the said Access Responsible Parties in accordance with this Contract. Any reference to an Internal Transfer of Energy in this Contract covers both Internal Day-Ahead Transfers of Energy and Internal Intraday Transfers of Energy;

**“International Exchange”**: an international exchange of Active Power at the Northern Border and/or the Southern Border linked to a Physical Transmission Right, for which a Nomination must be submitted to Elia in accordance with the provisions of the Contract;

**“Intraday Import and/or Export”**: an International Exchange for which the Intraday Nomination has been submitted to Elia in accordance with the provisions of the Contract;

**“Intraday Nomination”**: a table containing a series of data such as the characteristics of an access to the Elia Grid for a specific Day D, including the quantity of Active Power per unit of time to be injected and/or to be taken off, submitted by [ARP] to Elia on an intraday basis or at the latest on Day D+1, in accordance with the provisions of the Contract;

**“Load Off-take”**: in the case of Local Production, the active power drawn by the load(s) associated with the Access Point in question;

**“Local Production”**: this term of local production is used if the Injection Point for one or more Generation Units is the same as the Off-take Point for one or more loads and if the Generation Unit(s) is(/are) located on the same geographic site as the site where the load(s) of the Grid User concerned is/are situated;

**“Market Coupling”**: the coupling of the day-ahead electricity power exchanges Belpex and, among others, APX and EPEXSpot, i.e. the coordinated determination of price and volume on those electricity exchanges, implying the transmission system operators concerned communicate to these power exchanges the available daily capacity on the borders concerned, so that such capacity can (implicitly) be allocated to the participants at those electricity exchanges in a market-based manner;

**“Market Operator”**: a company that meets the conditions laid down in the Royal Decree Exchange;

**“Nomination”**: Day-Ahead Nomination and/or Intraday Nomination;

**“Northern Border”**: all of the interconnection points between the Elia Grid and the Dutch transmission grid;



**“Off-take”**: the off-take of Active Power:

- at an Off-take Point directly connected to the Elia Grid, excluding those Off-take Points that supply a Closed Distribution System; or
- the Distribution Off-take Position if it is a net off-take; or
- the Off-take Position at one or more Access Points of the Closed Distribution System that are connected to the Elia Grid, in the case of a net off-take; or
- by means of an Export; or
- by means of an Internal Transfer of Energy (“sale” – “seller”);

**“Off-take Point”**: the physical location and the voltage level of each point where power is taken off from the Elia Grid and for which access to the Elia Grid is granted to the Access Holder in accordance with the access contract;

**“Physical Transmission Right”**: Import or Export capacity allocated according to the rules mentioned in Appendices 1 and 2 of the Contract;

**“Production Deviation Rules”**: the rules concerning deviations of production output for wind electricity production facilities in offshore areas, as defined by CREG under Article 7(3) of the Electricity Act;

**“Ramp-Down”**: the phase during which the total volume of the Strategic Demand Reserve should be reduced based on the activation requested by Elia, and which is defined in the contract concluded between the supplier of the Strategic Demand Reserve and Elia;

**“Register of Access Responsible Parties”**: the register, kept and updated by Elia, listing all Access Responsible Parties which have entered into an Access Responsible Party contract with Elia;

**“Royal Decree Exchange”**: the Royal Decree of 20 October 2005 concerning the creation and organisation of a Belgian market for the exchange of energy blocks;

**“Shared Injection”**: the Active Power on a quarter-hour basis for an Injection Point that is been Nominated by an Access Responsible Party. The Injection will be allocated on a percentage basis to the Balancing Perimeters of more than one Access Responsible Party. The specifications for Shared Injections are described in the standard access contract;

**“Shipping Agent”**: a company that is responsible for settling Nominations in relation to Market Coupling;

**“Southern Border”**: all interconnection points between the Elia Grid and the French transmission grid;

**“Strategic Demand Reserve”**: the strategic reserve supplied by the shedding of demand (or of Load Off-take), as indicated by Article 7<sup>quinquies</sup> §2 of the Electricity Act;

**“Strategic Generation Reserve”**: the strategic reserve supplied by Generation Units, as indicated by Article 7<sup>quinquies</sup> §2, 2° to 4° of the Electricity Act;

**“Supplier of Dynamic Profiles”**: any natural or legal person supplying the Elia Grid with Grid User profile adjustment services, in aggregated or non-aggregated form, in order to contribute to the balancing of the Belgian control area;

**“Tariff”**: a generic term covering all or some of the tariffs applying, under this Contract, to the Access Responsible Parties, as approved, or, as the case may be, imposed by CREG in accordance with the prevailing legal provisions, as described in Article 16 of the Contract, and published for a regulatory period by CREG;

**“Tariff Method”**: the method for calculating and establishing the tariff conditions for maintaining and restoring the individual balance of Access Responsible Parties, as defined by CREG, under Article 12(2) of the Electricity Act;

**“Grid Codes”**: the technical Grid Code for Transmission and the technical Grid Codes for Local and Regional Transmission;

**“Grid Codes for Local and Regional Transmission”**: the Grid Codes for local or regional transmission of electricity that are or shall be applicable in Flanders, Brussels and Wallonia, as amended from time to time;

**“Grid Code for Transmission”**: the Royal Decree of 19 December 2002 as amended from time to time establishing a grid code for operating the electricity transmission grid and access thereto.

## 2 Additional rules of interpretation

The headings and headings of Articles and/or Appendixes to the Contract are only included for ease of reference and in no way express the intention of the Parties. They shall not be taken into consideration when interpreting the provisions of the Contract.

The Appendixes of this Contract form an integral part of the Contract. Any reference to the Contract will include the Appendixes, and vice-versa. If there is a conflict of interpretation between an Appendix to this Contract and one or more provisions of this Contract, the provisions of this Contract shall take precedence. If there is a conflict of interpretation or any divergence between this Contract and one or more components of the Tariffs, these part(s) of the Tariffs shall take precedence.

If [ARP] has any practical questions regarding the interpretation of a procedure stated in this Contract or one of its Appendixes thereto, [ARP] shall submit these questions to Elia.

The transposition into the Contract of a specific obligation or provision included in the Grid Codes shall in no way be considered as a breach of the obligations or provision which, in accordance to the Grid Codes, must apply to the relevant situation.

## 3 Scope of the Contract

This Contract and its Appendixes define:

- the provisions and conditions, including the technical and operational requirements, that [ARP] must comply with in order to be granted the status of Access Responsible Party and to keep this status throughout the duration of this Contract. [ARP] understands and accepts that the fulfilment of all or part of the provisions of this Contract, including all or part of the rights granted to it therein, may be subject to other contractual, legal, administrative or regulatory provisions; and
- the contractual obligations of the Parties to pay or credit, as the case may be, the Tariff for Imbalance applicable to [ARP]; and
- all other rights and obligations incumbent upon the Parties in this regard, including the consequences of possible Imbalances, as defined herein.

Each Party is aware of the mutual coherence that exists between the connection contract, the Access Responsible Party contract and the access contract that are between them a necessary accessory with regard to the safety, reliability and efficiency of the Elia Grid and which are consequently essential for the execution of the present contractual relationship.

The Parties shall ensure that their contractual relationship with each other are always based on the existence and proper execution of the necessary contractual agreements with the relevant third parties who have concluded a connection contract and/or access contract with Elia or any other system operator within the Belgian control area.

## Section II: General Conditions

### 4 Proof of the financial solvency of [ARP]

Conclusion of the Contract assumes that [ARP] is providing evidence of its financial solvency.

The [ARP]'s proof of financial solvency at conclusion of the Contract assumes that [ARP] complies with the special conditions concerning to financial guarantees as agreed in the Contract.

Throughout the entire duration of the Contract, [ARP] must, at the reasoned request of Elia, provide evidence to Elia of its financial solvency.

The financial solvency of [ARP] during the execution of the Contract is an essential element of the Contract concluded with Elia and the commitments entered into by Elia.

### 5 Invoicing and payment terms

#### 5.1 Invoices / Credit notes

Invoices or credit notes are drawn up based on the technical modalities and periodicity specified in this Contract and in Appendix 8 to the Contract.

Invoices or credit notes, as the case may be, are sent to the invoice address of [ARP] specified in Appendix 6 to the Contract.

Any credit note sent by Elia to [ARP] represents a provisional payment, subject to the deduction of an account. This deduction is realised on a quarterly basis in the month following the relevant quarter, in the form of an invoice or a credit note and takes into consideration corrections and information sent to Elia in the meantime.

#### 5.2 Payment deadline

Invoices or credit notes are payable/credited by Parties within thirty (30) days following the date they are received. Receipt of the invoice by [ARP] is considered to have taken place three (3) days on which they were sent.

If the Parties fail to pay all or some of the amounts covered by the invoices and credit notes within the period of thirty-three (33) days, interest for late payment will be charged on the sums due at a rate set in accordance to Article 5 of the Act of 2 August 2002. This interest shall be due from the 33<sup>rd</sup> day after the date of which the invoice or credit note was sent out until invoice or credit has been paid in full.

Notwithstanding their right to reimbursement of court costs in accordance with the Judicial Code, the Parties are then also entitled to the damages provided for in Article 6 of the Act of 2 August 2002. The provisions stated above in no way detract from the Parties' other rights pursuant to applicable laws and regulations and in accordance with the provisions of the Contract.

### **5.3 Objections**

Any objection regarding an invoice or credit note must, in order to be admissible, be sent by registered letter to the other Party before the due date of the disputed invoice or credit note, in the sense of Article 5.2. The reasons for his objection shall be described as comprehensibly and in as much detail as is reasonably possible.

An objection by [ARP] in no way releases him from his obligation to pay the invoice in accordance with the provisions of Article 5.2 of the Contract, unless his objection is manifestly justified.

Elia reserves the right not to pay sums that may be due to [ARP] throughout Contract suspension proceedings, as organised by Article 9 of the Contract. Elia reserves the right to require reimbursement of sums unduly paid to [ARP], as for example in case of fraud or a deliberate and proven breach of contractual obligations.

### **5.4 Modalities for collecting any unpaid sums**

If the invoice is not paid within 7 (seven) days of receipt by [ARP] of an official notice of default by registered letter sent by Elia, which is considered to have taken place three (3) days after it was sent, Elia shall have the right to call in the financial guarantee as stated in Article 17 of the Contract, without prejudice to the application of the foregoing provisions. The measures for collecting unpaid sums shall be applied by Elia in a non-discriminatory and reasonable manner.

## **6 Notification to third parties of confidential or commercially sensitive information**

Parties agree to treat the information they exchange as a result of and within the framework of this Contract and which is marked as being confidential by one of them and/or which is to be considered as confidential according to the applicable laws and rules, confidential. The Parties agree not to communicate the said confidential information to third parties unless one of the following conditions has been fulfilled:

- 1) if Elia and/or the [ARP] have been called upon to appear as witnesses in court or in their relationship with the regulating authorities of the electricity market or other competent public authorities;
- 2) the prior written agreement of the Party communicating the confidential information has been obtained;
- 3) as concerns Elia, in consultation with other grid operators or within the framework of contracts and/or rules with foreign grid operators and provided the party receiving the information undertakes to accord this information the same degree of confidentiality as that accorded by Elia;
- 4) if the information is easily and commonly accessible or available to the public;

- 5) if the communication by Elia and/or the [ARP] to such parties as subcontractors and/or their employees and/or their representatives is essential for technical or safety reasons, provided that those parties are bound by confidentiality rules that adequately guarantee the confidentiality of the information;
- 6) if disclosure by Elia is necessary for the continuity of the responsibility of balance for the Access Point(s) and Distribution Off-take Position(s) and Closed Distribution System Position(s) allocated to the perimeter of [ARP], as laid down in Article 9.4 of the Contract, or also for the implementation of other contracts concluded with the Grid Users, if these contracts expressly stipulate this communication.

The Parties accept that the confidentiality of the information cannot be invoked between them, or with regard to other persons such as the Grid User, involved in the execution of the Contract.

Without prejudice to the applicable laws and regulations, this provision remains in any case valid until 5 (five) years after termination of the Contract.

Notwithstanding the confidentiality clause above, in the access agreement or in any other agreement or document between [ARP] and Elia, Elia will publish the name of the Access Responsible Party and its status as a Party at its website. All Appendices, or parts thereof, that are not specific for the Contract, may also be published by Elia at its website.

## **7 Settlement of disputes**

[ARP] hereby declares that, prior to signing the Contract, he has been informed by Elia of his rights and, among other matters, that any disputes relating to Elia's obligations, apart from disputes relating to his rights and obligations arising from the Contract, may be submitted, according to his choice and to whether such is provided for by the federal and regional legislation, by a mediation, a chamber or a litigation service, by the Brussels Commercial Court or ad hoc arbitration in accordance with the provisions of the Belgian Judicial Code.

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 Commercial Court; or
- as the case may be, VREG; or
- an ad hoc arbitration in accordance with the provisions of the Belgian Judicial Code.

[ARP] hereby also declares that Elia has informed him, prior to signing this Contract, about the provisions in the relevant federal and/or regional legislation regarding mediation.

In view of the complex relationships, the Parties accept hereby, 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.

## **8 Measures in case of an emergency situation or force majeure**

### **8.1 Definitions and consequences of an emergency situation and/or force majeure**

The fulfilment of the obligations that are the subject of the Contract, for which a case of force majeure and/or an emergency situation, as defined in the Grid Codes, is invoked, are temporarily suspended for so long as the event that gave rise to the emergency situation and/or force majeure persists.

The term force majeure shall be taken to mean any events that could not reasonably be predicted, which arise after conclusion of the Contract, which cannot ascribed to an error committed by one of the Parties, which cannot reasonably be prevented or overcome and which makes performance of the Contract impossible, either temporarily or permanently. Situations of force majeure include, among others, the emergency situations as defined in the applicable Grid Code.

The Party who invokes a situation of force majeure and/or emergency situation shall inform the other Party as soon as possible by telephone and/or email and/or fax of the reason why this Party is not able to fulfil all or some of his obligations and the anticipated duration of this non-execution.

The Party that invokes a situation of force majeure and/or an emergency shall nevertheless do everything in his power to limit the consequences of the non-fulfilment of his obligations towards the other Party, the Elia Grid and third parties and to fulfil his obligations once again.

If the period of force majeure and/or emergency shall last for thirty (30) or more consecutive days and this results that one of the Parties no longer being able to fulfil the essential obligations of the Contract as the result of the case of force majeure or emergency situation, each Party may terminate the Contract with immediate effect by sending a registered letter, setting out the justification therefore.

### **8.2 Measures**

If an emergency situation or a multiple-incident situation arises, as defined in the Grid Codes, or when Elia is of the opinion that an emergency might reasonably be expected to arise, Elia may take the necessary measures, preventively as the case may be, which are described in the Grid Codes, including the implementation of the rescue code and the restoration code.

The rescue code stipulates the operational procedures in the context of an emergency situation and also includes the disconnection plan, which among other things stipulates the procedures and priorities for disconnecting Grid Users.

The restoration code includes the operational procedures for restoring the electrical system.

The rescue code and the restoration code may be consulted upon request from [ARP]. These codes may be amended at any time by Elia in accordance with the legal and regulatory provisions.

The applicable legal and regulatory provisions with regard to the rescue code and the restoration code and any subsequent amendments are applicable to the Parties.

[ARP] undertakes to observe all the measures described in the foregoing stipulations without delay of which Elia shall inform him by telephone and/or e-mail and/or fax in order to prevent and/or remedy emergency situations.

## **9 Termination or suspension of the Contract**

### **9.1 Suspension of the Contract by Elia**

#### *9.1.1 General procedure for suspension of the Contract by Elia*

Elia may suspend this Contract unilaterally, following the suspension procedure as set out in this Article, without prejudice to an immediate suspension of this Contract by Elia if [ARP] commits a gross breach of the Contract, for which the procedure is set out in Article 9.1.2 of this Contract.

Where [ARP] is infringing one or more of its contractual obligations, in particular those set out in Articles 14 and 17 of the Contract, Elia notifies [ARP], under Article 21.2 of the Contract, by registered letter of the request to remedy this(/these) breach(es).

The notification of the launch of the general suspension procedure indicates:

- the reasons for launching the general suspension procedure;
- the measures to be taken by [ARP] to remedy the identified breach(es) to one or more of his contractual obligations;
- a period of at least fifteen (15) calendar days following the date when the registered letter was sent, during which the said measures have to be taken by [ARP]; and
- the possibility for [ARP] to answer this notification and/or, at its written request, to be heard by Elia about the reasons having provoked the launch of the general procedure for suspension.

[ARP] has the right to be heard by Elia about the reasons for launching the general suspension procedure in order to communicate any relevant information contradicting those reasons, and to explain his conduct. If [ARP] wants to profit from such a consultation meeting, [ARP] shall expressly ask Elia to organise this meeting during the period in which the remedial measures need to be taken by [ARP].

Without prejudice to the outcome of the consultation meeting, insofar as [ARP] has not remedied the breach(es) in the term limit fixed in the notification, Elia may suspend this Contract unilaterally, without any prior legal authorisation being required, with a registered letter duly motivated. In this case, the suspension of the Contract comes into force in a period of at least five (5) and at most ten (10) calendar days following the deadline indicated in the registered letter informing [ARP] of the general suspension procedure being initiated.



The notification of suspension of this Contract indicates:

- the reasons for the effective suspension of this Contract; and
- the date and Hour of the suspension; and
- the consequences of the suspension, as set out in Article 9.3.

Without prejudice to the rights and/or judicial claims in law of [ARP], the suspension of the Contract takes immediately effect at date and Hour of the suspension as indicated in the notification of suspension, unless [ARP] has remedied the breach(es) in the period set by this notification. The minimum Contract suspension period shall be thirty (30) calendar days.

#### **9.1.2 Immediate suspension of the Contract by Elia in some cases**

Without prejudice to its other rights or judicial claims and regardless of the general suspension procedure set out in Article 9.1.1 of the Contract, Elia may unilaterally and immediately suspend this Contract, without any prior legal authorisation being required, in the following cases of a gross breach of the Contract:

- a) [ARP] commits a gross breach of the obligations set out in Articles 10 and 12 of the Contract that arise from the technical requirements stated in the Grid Code for Transmission; and/or
- b) [ARP] defaults on payment not covered by the financial guarantee as stipulated in Article 17 of the Contract; and/or
- c) In case of emergency, if the conduct of [ARP] endangers the safety/security, reliability and efficiency of the Elia Grid, in particular in case of proven fraudulent conduct or of conduct equivalent to an attack on Elia's IT systems.

When these cases occur, [ARP] is notified by Elia of the suspension of the Contract by registered letter; the suspension shall be applied with immediate effect. The letter providing notification of the immediate suspension shall be duly motivated.

## **9.2 Termination of the Contract**

### **9.2.1 Termination of the Contract by [ARP]**

[ARP] is allowed to terminate the Contract at the earliest three (3) months after giving notification of the termination to Elia by registered letter and on condition that at the end of this three-month period of notice:

- i) it has notified the Access Holder(s) that have designated [ARP] of this termination; and
- ii) all Injection Points and Off-take Points in the Balancing Perimeter of [ARP] have been allocated in a valid manner to one or more other Access Responsible Parties and that the Distribution Off-take Position(s) or Closed Distribution System Position(s) of [ARP] are set to zero.

If [ARP] still not complying with all of his contractual obligations, including his financial obligations, at the end of the three (3) months period of notice, the Contract for the fulfilment of these obligations will continue to operate until such time as all of the contractual obligations of [ARP] have been met, in accordance with the Contract.

### 9.2.2 Termination of the Contract by Elia

Without prejudice to its other rights and/or judicial claims, Elia may unilaterally terminate this Contract, with a registered letter duly motivated and without any prior legal authorisation being required, if:

- a) [ARP] has not remedied the breach(es) during the Contract suspension period set by the notification of suspension set out in Article 9.1.1; and/or
- b) the conduct of [ARP] endangers the safety/security, reliability or efficiency of the Elia Grid in danger, in particular in case of proven fraudulent conduct or of conduct equivalent to an attack on Elia's IT systems; and/or
- c) repeated and/or intentional breaches by [ARP] of his contractual obligations are noted following the raising of the abovementioned suspension; and/or
- d) Elia's appointment as the federal transmission system operator is withdrawn, modified or not renewed.

### 9.2.3 Termination of this Contract by both Parties

Without prejudice to the other cases of suspension and/or termination in accordance with the applicable laws and regulations and/or the Contract, either Party may terminate this Contract provided prior legal authorisation is obtained:

- if one Party fails to fulfil of his contractual obligations;
- an important and detrimental change takes place in the legal status, the legal structure, the activities, the management or the financial situation of the other Party, which reasonably leads to the conclusion that it will not be possible for that Party to fulfil the stipulations and conditions of the Contract.

## 9.3 Consequences of suspension or termination of the Contract

In all cases of suspension or termination of this Contract, Nominations for Day D, submitted in execution of this Contract, but for which the relevant Day D falls after the date of the effective termination or suspension, will automatically be cancelled. The Access Responsible Party concerned cannot claim any compensation for damage resulting from this cancellation, without prejudice to the application of Article 20.

In all cases of suspension or termination of this Contract, the Parties have to comply with all of their payment obligations arising from the execution of this Contract or as a result of its suspension or termination. In cases mentioned in Articles 9.1, 9.2.2 and 9.2.3, the payment obligations will be immediately enforceable.

In all cases of suspension or termination of the Contract by Elia, Elia will inform in due time the Access Holders for the Access Points allocated to the Perimeter of [ARP] and/or the Closed Distribution System Operators of the Closed Distribution System Positions of [ARP] and/or the distribution system operators of the Distribution Off-take Positions of [ARP] of the launch of the Contract suspension and/or termination procedure. The regulators involved receive a copy of the notification of immediate suspension of the Contract that has been sent to the Access Responsible Party involved. They are informed of the launch of the Contract suspension and/or termination procedure.

In all cases of suspension or termination of this Contract, registration in the Register of Access Responsible Parties will be temporarily or permanently withdrawn. Any suspension or termination of the Contract entails, for example, that [ARP] can no longer be nominated an Access Responsible Party for an Access Point.

This provision does not affect the right of [ARP] to again be registered in the Register of Access Responsible Parties once all obligations of [ARP] have been met and he is again able to comply with all obligations of an Access Responsible Party.

## **10 Balancing obligations of [ARP]**

### ***10.1 Access Responsible Parties' individual balancing obligation***

In accordance with the Grid Code for Transmission, [ARP] will at all times during the execution of this Contract provide and deploy all reasonable resources in order to stay balanced on a quarter-hourly basis. As stated in Article 1 of the Contract, an Imbalance occurs when there is a difference for one quarter-hour between the total Injection to the Elia Grid allocated to the Balancing Perimeter of [ARP] and the total Off-take from the Elia Grid allocated to the Balancing Perimeter of [ARP], as laid down in Appendix 3 to the Contract.

[ARP] will provide Elia, at Elia's first reasoned request, with adequate evidence that the resources have been foreseen to enable him to comply with his balancing obligation. If [ARP] is in Imbalance, [ARP] will pay the Tariff for Imbalance in accordance with Article 16 of the Contract and the applicable Tariffs. Payment of the said Tariff for Imbalance does not discharge [ARP] of his liability defined in accordance with Article 20 of the Contract.

### ***10.2 Contribution of the Access Responsible Parties to the overall objective of maintaining the balance of the control area***

Without prejudice to any Access Responsible Party's individual balancing obligation as set out in Article 10.1 of the Contract, an Access Responsible Party can contribute in real time to the overall objective of maintaining the balance of the Belgian control area by deviating, when implementing the resources indicated above, from balancing his Balancing Perimeter, insofar as he keeps his ability to restore, in real time and at any time, the balance of this Balancing perimeter.

Elia cannot, under any circumstances, be held liable, in the sense of Article 20 of the Contract, for any damage resulting directly or indirectly from the decision taken, independently, by the Access Responsible Party to deviate from balancing his Balancing Perimeter to contribute in real time to maintaining the balance of the Belgian control area.

[ARP] shall provide Elia, at Elia's first reasoned request, with adequate evidence that he had the resources to restore in real time his balancing obligation for his Balancing Perimeter.

This contribution in real time to maintaining the balance of the Belgian control area by deviating, as the case may be, from balancing his Balancing Perimeter does not release [ARP] in any way from his obligation to have a balanced perimeter when he submits his Day-Ahead and Intraday Nominations for his Balancing Perimeter, as indicated in Article 12.1 of the Contract.

## 11 Allocation to the Balancing Perimeter

The Balancing Perimeter of [ARP] consists of:

- Injection and/or Off-take Points, excluding those Access Points that supply a Closed Distribution System connected to the Elia Grid; and/or
- Distribution Off-take Position(s) on distribution network(s) other than the Elia Grid; and/or
- Closed Distribution System Injection and/or Off-take Positions on one or more Closed Distribution Systems, corresponding to the total volume of injection and/or off-take energy for all the CDS Access Points for which [ARP] is responsible for monitoring, in accordance with Article 12.2.3 of the Contract; and/or
- Losses in accordance with Articles 161 and 162 of the Grid Code for Transmission, and, if applicable, in accordance with the Grid Codes for Local and Regional Transmission; and/or
- Imports and/or Exports; and/or
- Internal Transfers of Energy,

that are allocated to the Balancing Perimeter of [ARP].

Any Access Responsible Party who is a Shipping Agent and, in addition to the transaction Nominations in relation to Market Coupling, nominates other activities belonging to his Balancing Perimeter, must:

- request a separate Balancing Perimeter from Elia (identified with a separate EIC/Elia code) before entering the transaction Nominations in relation to Market Coupling, and
- inform all the Access Responsible Parties who nominate the Internal Energy Transfers with him of this double Balancing Perimeter, mentioning which Balancing Perimeter applies to which Nomination.

The following principles shall apply for the allocation to the Balancing Perimeter of [ARP]:

## 11.1 Injection- and/or Off-take Points

### 11.1.1 Allocation to the Balancing Perimeter

Injection and/or Off-take Points, excluding those Access Points that supply a Closed Distribution System connected to the Elia Grid, are allocated to the Balancing Perimeter of [ARP]:

- for all the Injection and/or Off-take Points, for which the designated Access Holder, in accordance with the applicable regulations and/or contractual provisions, has granted rights of access by entering into an access contract with Elia; and
- for which [ARP] has been validly designated as the Access Responsible Party in relation to the Injection and/or Off-take Points stated in the access contract abovementioned.

This allocation to the Balancing Perimeter of [ARP] will be made on the basis of the measured Active Power, except for Injection at the Access Points of the Generation Units supplying the Strategic Generation Reserve whose measure is replaced by the value 0. This allocation is subject to specific rules relating to Band Deliveries for Off-take Points and Shared Injection for Injection Points, and to the situations of two Access Responsible Parties being designated for monitoring the Off-take and/or Injection at an Access Point, in accordance with Article 201 of the Technical Grid Code for Transmission, as defined in the relevant access contract.

### 11.1.2 Provision of ancillary services

- a) If [ARP] has entered into an agreement to provide ancillary services, the Balancing Perimeter of [ARP] is adjusted taking into account the participation of [ARP] in these ancillary services. This adjustment corresponds with the Active Power that is taken or injected in addition by [ARP] for the purpose of being able to comply with his obligations stated in the agreement to provide ancillary services.
- b) In case of a modification or interruption by Elia of the Off-takes at an Access Point as part of load-shedding services contracted by Elia, the Balancing Perimeter of [ARP] will be corrected for the duration of the modification or interruption (including the first and last quarter-hours of the modification or interruption by Elia) according to the following rules:
  - in general, the Off-take attributed to the Balancing Perimeter of [ARP] at the Access Point will be replaced by the corresponding Nomination at that Access Point;
  - in special cases involving Local Production for which a CIPU Contract has been concluded under article 198 of the Technical Grid Code for Transmission, the Load Off-take attributed to the Balancing Perimeter of [ARP] at the Access Point is replaced by the Load Off-take Nomination at that Access Point.

In case of such a modification or interruption, Elia will, as soon as possible and at the latest within fifteen (15) minutes following such modification or interruption, inform [ARP] hereof by phone and/or e-mail and/or fax (contact available 24 hours a day as determined in Appendix 6 to this Contract).

- c) In case of a request by Elia to a Supplier of Dynamic Profiles to modify or interrupt Off-takes/Injections which would have an impact on the Balancing Perimeter of [ARP], in the context of the profile adjustment services concluded by Elia, the Balancing Perimeter of [ARP] shall not be corrected for the duration of the modification or interruption.

In case of such a modification or interruption, without prejudice to [ARP] being provided with similar information by the Supplier of Dynamic Profiles, Elia informs [ARP], to the best of his knowledge, of the maximum volume that can be activated and, if Elia has the relevant information, of the volume effectively called of the Off-takes/Injections involved that fall within the Balancing Perimeter of [ARP]. This information is provided to [ARP] during the fifteen (15) minutes of the modification or interruption, by telephone and/or by e-mail (contact available 24 Hours a day in accordance with Appendix 6 to this Contract).

[ARP] is under the obligation to balance his Balancing Perimeter in real time or to keep his ability to restore, in real time and at any times, the balance of this Perimeter, under Article 10 of the Contract, except in case of modification by the Supplier of Dynamic Profiles of his Balancing Perimeter for the volume and period of the activation of the profile adjustment service, under this Article. Consequently, [ARP] is not deemed liable, in the sense of Article 10 of the Contract, for this specific Imbalance in his Balancing Perimeter.

- d) If [ARP] has been designated Access Responsible Party responsible for monitoring an Injection Point for which a purchase-sale contract for electrical energy has been concluded pursuant to Article 7(3) of the Electricity Act, the Balancing Perimeter of [ARP] will be adapted for each quarter-hour while bearing in mind the Active Power purchased or sold by Elia pursuant to this Contract. When the difference between the actual Injection and the last Nomination confirmed by Elia at the Injection Point is an absolute value less than or equal to 30% of this Nomination:
- if the actual Injection is more than this Nomination, an Off-take equal to this difference in absolute value will be added to the Balancing Perimeter of [ARP];
  - if the actual Injection is less than this Nomination, an Injection equal to this difference in absolute value will be added to the Balancing Perimeter of [ARP].

When the difference between the actual Injection and the last Nomination confirmed by Elia at the Injection Point is an absolute value more than 30% of this Nomination:

- if the actual Injection is more than this Nomination, an Off-take equal to 30% of this Nomination will be added to the Balancing Perimeter of [ARP];
- if the actual Injection is less than this Nomination, an Injection equal to 30% of this Nomination will be added to the Balancing Perimeter of [ARP].

In the case of a change by Elia of the Injection which, pursuant to the Production Deviation Rules, suspends the buying/selling mechanism as described above, the Balancing Perimeter of [ARP] will not be modified during the duration of the change of the Injection at the Injection Point concerned.

### **11.1.3 Strategic Demand Reserve**

In case of activation by Elia of the Strategic Demand Reserve for the strategic reserve services concluded by Elia, the Balancing Perimeter of [ARP] will be corrected on the basis of the following rules:

- the Off-take(s) at the Access Point(s) participating in the Strategic Demand Reserve and allocated to the Balancing Perimeter of [ARP] will be replaced by the corresponding Nomination(s) at this(/these) Access Point(s);
- the correction will be made for the duration of the actual supply of the Strategic Demand Reserve, i.e. as from the first quarter-hour of the actual supply phase corresponding to the quarter-hour indicated by Elia for initiation of the Ramp-Down until the last quarter-hour of the actual supply phase corresponding to the quarter-hour indicated by Elia for ending the activation.

In the case of such an activation, Elia informs [ARP], to the best of its knowledge, of the activation of the Strategic Demand Reserve affecting its Balancing Perimeter and, if Elia has the relevant information, of the Strategic Demand Reserve volume actually activated that falls into the Balancing Perimeter of [ARP]. This information will be provided to [ARP] within fifteen (15) minutes following the start of the Ramp-Down, by telephone and/or e-mail and/or fax (somebody contactable 24 hours a day in accordance with Appendix 6 to the Contract).

### **11.2 Distribution Off-take Position(s) on distribution networks other than the Elia Grid**

The Distribution Off-take Position(s) of [ARP] notified to Elia by (a) distribution system operator(s), defined in the context of the access right to this (these) distribution network(s), is (are) allocated to [ARP].

### **11.3 Closed Distribution System Position(s) connected to the Elia Grid**

The Positions in one or more Closed Distribution Systems of [ARP], which are communicated to Elia by one or more Closed Distribution System Operators and are established in the context of the right of access to this(/these) Closed Distribution System(s), are allocated to [ARP].

In case of a modification or interruption by Elia of the Off-takes at a CDS Access Point as part of the load-shedding services contracted by Elia, the Balancing Perimeter of [ARP] will be corrected, for the duration of the modification or interruption (including the first and last quarter-hours of the modification or interruption by Elia) according to the following rules:

- in general, the Off-take attributed to the Balancing Perimeter of [ARP] at the CDS Access Point will be replaced by the corresponding Nomination at that CDS Access Point;

- in special cases involving Local Production for which a CIPU Contract has been concluded under article 198 of the Technical Grid Code for Transmission, the Load Off-take attributed to the Balancing Perimeter of [ARP] at a CDS Access Point is replaced by the Load Off-take Nomination at that CDS Access Point.

In case of such a modification or interruption, Elia will, as soon as possible and at the latest within fifteen (15) minutes following such modification or interruption, inform [ARP] hereof by phone or e-mail and/or fax (contact available 24 Hours a day as determined in Appendix 6 to the Contract).

#### **11.4 Losses**

For the Off-takes measured at the Off-take Points, excluding those Off-take Points that supply a Closed Distribution System, for the Distribution Off-take Positions (in the event of net Off-take) and for the net balance of Closed Distribution System Injection and/or Off-take Positions connected to the Elia Grid, loss percentages from these Off-takes will be allocated additionally to the Balancing Perimeter of [ARP], in accordance with articles 161 and 162 of the Grid Code for Transmission and, if applicable, in accordance with the relevant Grid Codes for Local and Regional Transmission. These percentages will be published on the Elia website and if necessary can be adjusted on the basis of the metered losses. An adjustment to these percentages can be made during the year if [ARP] is informed of that change within a reasonable period of time, in such a way that the requisite measures can be taken. The reasonable period of time referred to shall never be less than 2 (two) weeks following the date on which Elia has sent a notification by registered mail informing [ARP] of that change.

#### **11.5 Import and Export**

Confirmed and executed Nominations for Import and/or Export at the Southern and/or Northern Border related to [ARP]'s Physical Transmission Rights are allocated to [ARP]'s Balancing Perimeter.

The procedure for obtaining Physical Transmission Rights at the Southern Border is described in Appendix 1 to this Contract.

The procedure for obtaining Physical Transmission Rights at the Northern Border is described in Appendix 2 to this Contract.

#### **11.6 Internal Transfers of Energy**

Confirmed Nominations for Internal Transfers of Energy nominated by [ARP] are allocated to the Balancing Perimeter of [ARP].

The rights and obligations of [ARP] to nominate Internal Transfers of Energy are governed by the Contract.

Any Access Responsible Party who is a Market Operator and who, in addition to the Nominations of the transactions as described in the Royal Decree Exchange, nominates other activities that belong to this Balancing Perimeter, must:

- request a separate Balancing Perimeter from Elia (identified with a specific EIC/Elia code) before submitting the Nominations of the transactions as described in the Royal Decree Exchange, and



- inform all the Access Responsible Parties who nominate those Internal Energy Transfers with him about this double Balancing Perimeter, mentioning which Balancing Perimeter applies to which Nomination.

If [ARP] proceeds with a Nomination for an Internal Transfer of Energy with an Access Responsible Party who is a Market Operator, [ARP] must – if the Market Operator has more than one Balancing Perimeter – use the Balancing Perimeter as communicated by the Market Operator.

## **12 Nominations**

### **12.1 Submission and conditions for the submission of Nominations**

When [ARP] submits Day-Ahead Nominations to Elia regarding his Balancing Perimeter, [ARP] shall ensure that for each quarter-hour the nominated total Injection (which is the sum of all nominated day-ahead Injections by [ARP]) equals the total nominated Off-take (which is the sum of nominated day-ahead Off-takes by [ARP]).

When [ARP] submits Intraday Nominations to Elia relating to his Balancing Perimeter, [ARP] shall ensure a balance on a quarter-hourly basis in accordance with the provisions of Article 10.

In addition, [ARP] shall respect the following rules.

### **12.2 Regarding Nominations for Injection and Off-take Points, for Distribution Off-take Positions, for Closed Distribution System Positions connected to the Elia Grid, for Import and/or Export and for Internal Transfers of Energy**

#### **12.2.1 Regarding Nominations for Injection and Off-take Points, for Distribution Off-take Positions and for Closed Distribution System Positions connected to the Elia Grid**

All Nominations for Injection Points and/or Off-take Points and for Distribution Off-take Positions and for Closed Distribution System Positions allocated to the Balancing Perimeter of [ARP] must, in accordance with the procedure and before the cut-off time stated in Appendix 5, be submitted by [ARP] to Elia.

Nominations submitted for Injection Points and/or Off-take Points, for Distribution Off-take Positions and for Closed Distribution System Positions allocated to the Balancing Perimeter of [ARP] must correspond as closely as possible with actual Off-take and Injection.

As for Day-Ahead and Intraday Nominations submitted for the Injection Point(s) of the Generation Units supplying the Strategic Generation Reserve, they will be equal to zero (0) MW for each quarter-hour, pursuant to the principles established by Article 7septies §2 of the Electricity Act.

Moreover, for Nominations submitted for the Injection Point(s) for which a purchase-sale contract for electrical energy has been concluded pursuant to article 7(3) of the Electricity Act, and which have been attributed to the Balancing Perimeter of [ARP], [ARP] must comply with the following additional rules:

- a) The Day-Ahead Nominations for this(these) Injection Point(s) must for each quarter-hour be equal to the Energy Production Forecasts.
- b) When [ARP] submits Intraday Nominations for this(these) Injection Point(s), these new Nominations must be:
  - between the value of the Day-Ahead Nominations confirmed by Elia for the quarter-hour in question and the Energy Production Forecasts value when these Intraday Nominations are submitted; or
  - equal to one of these values.

*12.2.2 Regarding Nominations for Import and/or Export and Internal Transfers of Energy*

All Nominations for Import and/or Export insofar as the necessary Physical Transmission Rights have been obtained, and for Internal Transfers of Energy, must be submitted by [ARP] to Elia, in accordance with the procedure and before the cut-off time stated in Appendix 5.

With regard to the abovementioned Nominations, [ARP] will avoid any external inconsistency as defined in Articles 12.3.3, 12.3.4, 12.3.5 and 12.3.6 of the Contract.

Nominations for Import and Export must comply at all times with the Physical Transmission Rights and capacities, obtained in accordance with the procedure described respectively in Appendices 1 and 2 of this Contract.

*12.2.3 Additional rules for Nominations for Off-take and/or Injection Positions on a Closed Distribution System connected to the Elia Grid*

[ARP] cannot make any Nomination for one or more CDS Access Points within a Closed Distribution System until its name is communicated to Elia by the Closed Distribution System Operator as stated in the access contract.

For each Closed Distribution System where [ARP] operates, [ARP] makes a Nomination corresponding to his Closed Distribution System Position on this Closed Distribution System, i.e. the full energy volume for which he is responsible within the relevant Closed Distribution System.

By way of exception, [ARP] individually makes a Nomination for the volume of energy of any CDS Access Point coupled by an interruptibility contract or a CIPU contract concluded with Elia and a Nomination for the volume of energy of any CDS Access Point, using Appendix 14ter to the access contract.

If the Closed Distribution System has several Access Points to the Elia Grid, the Nomination(s) made by [ARP], corresponding to his Closed Distribution System Position on this Closed Distribution System, may cover the entire volume of his Closed Distribution System Position at one of these Access Points, with a Nomination at zero (0) MW at the other Access Point(s), insofar as the tariff rules in force do not require spreading this volume of energy over each of the Access Points based on the actual situation.

### **12.3 Evaluation of submitted Nominations**

Elia will evaluate the Nominations for Day D, in the context of his duties in operating and maintaining the Elia Grid, including considerations of safety/security, reliability and efficiency of the Elia Grid, in accordance with articles 216 and 217 of the Grid Code for Transmission, and the obligations of Article 12.1 and 12.2 of the Contract.

#### **12.3.1 Day-Ahead Nominations involving Off-take at an Off-take Point**

Elia will evaluate the Day-Ahead Nomination in relation to Off-take at an Off-take Point in accordance with the legislation in force and in particular, (i) in the case of a Band Delivery, in accordance with articles 218 and 219 of the Grid Code for Transmission and the specificities set out in the access contract and (ii) if two Access Responsible Parties are designated with responsibility for monitoring the Off-take and/or Injection at an Access Point, in accordance with article 201 of the Grid Code for Transmission.

#### **12.3.2 Day-Ahead and Intraday Nominations involving Injection at an Injection Point**

Elia will evaluate Day-Ahead and/or Intraday Nominations involving Injections at an Injection Point in accordance with the legislation in force and in particular in accordance with articles 194 and 220 to 222 of the Grid Code for Transmission. Shared injection is governed by article 194(3) of the Grid Code for Transmission. The case of designating two Access Responsible Parties with responsibility for monitoring the Off-take and/or Injection at an Access Point is governed by article 201 of the Grid Code for Transmission.

#### **12.3.3 Day-Ahead Nominations involving Day-Ahead Imports and/or Exports**

Elia will evaluate Day-Ahead Nominations involving Day-Ahead Imports and/or Exports in accordance with the legislation in force and in particular in accordance with articles 224 to 226 of the Grid Code for Transmission.

[ARP] has sufficient experience with the functioning of International Exchanges of energy and understands and accepts that Elia, like any other grid operator, must, for the fulfilment of any contractual obligations mentioned herein, comply with international rules regarding such exchanges.

For the application of this Article and the associated Appendices or Articles, there is an external inconsistency:

- a) when a Nomination of [ARP] contains an International Exchange whose equivalent, insofar as it has been notified officially to Elia by the operator of the Connected Foreign Transmission Grid in question, has not been accepted by the latter; or
- b) when a Nomination of [ARP] contains an International Exchange that, insofar as it has been notified officially to Elia by the operator of the Connected Foreign Transmission Grid in question, differs for a given unit of time from the equivalent International Exchange accepted by the latter.

In both cases, Elia is entitled either to:

- a) reject the said Nomination involving an International Exchange; or
- b) partially accept the said Nomination involving an International Exchange; or
- c) accept the said Nomination involving an International Exchange and then charge [ARP] the Tariff for external inconsistencies.

#### *12.3.4 Intraday Nominations of Intraday Imports and/or Exports*

Elia will evaluate the Intraday Nominations of Intraday Imports and/or Exports in accordance with the legislation in force and in particular in accordance with articles 224 to 226 of the Grid Code for Transmission.

[ARP] has sufficient experience with the functioning of International Exchanges of energy and understands and accepts that Elia, like any other grid operator, must, for the fulfilment of any contractual obligations mentioned herein, comply with international rules regarding such exchanges.

For the application of this Article and the associated Appendices and Articles, there is an external inconsistency when:

- a) a Nomination of [ARP] contains an International Exchange whose equivalent has not been accepted by the operator of the Connected Foreign Transmission Grid in question insofar as the latter has officially brought this to the attention of Elia; or
- b) a Nomination of [ARP] contains an International Exchange that differs, for a given unit of time, from the equivalent International Exchange accepted by the operator of the Connected Foreign Transmission Grid in question, insofar as the latter has officially brought this to the attention of Elia.

In both cases, Elia is entitled either to:

- a) reject the said Nomination of [ARP] of an International Exchange; or
- b) partially accept the said Nomination of an International Exchange.

#### *12.3.5 Day-Ahead Nominations involving Internal Day-Ahead Transfers of Energy*

Elia will evaluate the Day-Ahead Nominations of Internal Day-Ahead Transfers of Energy in accordance with the legislation in force and in particular in accordance with articles 224 to 226 of the Grid Code for Transmission.

For the application of this Article and the associated Appendices or Articles, there is an external inconsistency:

- a) when the Nomination of [ARP] contains an Internal Day-Ahead Transfer of Energy with another Access Responsible Party, and the Nomination of this Internal Day-Ahead Transfer of Energy has not been notified to Elia by means of a Nomination from that other Access Responsible Party; or
- b) when the Nomination of [ARP] contains an Internal Day-Ahead Transfer of Energy with another Access Responsible Party, and the Nomination of this Internal Day-Ahead Transfer of Energy differs for any given quarter-hour from the corresponding Nomination introduced by that other Access Responsible Party; or
- c) in case of an Internal Day-Ahead Transfer of Energy in relation to a Belgian market for the exchange of energy blocks as defined by the Royal Decree Exchange, fulfilling the conditions described in a) or b).

In these cases, Elia is entitled either:

- i. not to accept the said Nomination of [ARP] regarding the Internal Day-Ahead Transfer of Energy; or
- ii. to accept the said Nomination of [ARP] regarding the Internal Day-Ahead Transfer of Energy and to charge [ARP] the Tariff for external inconsistencies, amounting to 100% in abovementioned case a), and 50% in abovementioned case b); or
- iii. to accept the said Nomination of [ARP] regarding the Internal Day-Ahead Transfer of Energy and to charge the Market Operator's Counterparty responsible for the whole Tariff for external inconsistencies in abovementioned case c). However, if the Market Operator's Counterparty contests the invoice and proves that the situation described in abovementioned case c) is the result of an error by the Market Operator, Elia will send a credit note to the Market Operator's Counterparty for the whole aforementioned invoice and will send a new invoice to the Market Operator for the same amount, with a maximum limit set at the amount set in the market rules for the exchange of energy blocks as approved by ministerial decree and relating to the limit of responsibility that applies between the Market Operator and the Market Operator's Counterparty. The aforementioned maximum limit will not apply if the error committed by the Market Operator is fraudulent or deliberate.

### *12.3.6 Intraday Nominations relating to Internal Intraday Transfers of Energy*

Elia will evaluate the Intraday Nominations involving Internal Intraday Transfers of Energy in accordance with the legislation in force and in particular in accordance with articles 224 to 226 of the Grid Code for Transmission.

For the application of this Article and the associated Appendices or Articles, there is an external inconsistency:

- a) when the Nomination of [ARP] contains an Internal Intraday Transfer of Energy with another Access Responsible Party, and the Nomination of this Internal Intraday Transfer of Energy has not been notified to Elia by means of a Nomination from that other Access Responsible Party; or
- b) when the Nomination of [ARP] contains an Internal Intraday Transfer of Energy with another Access Responsible Party, and the Nomination of this Internal Intraday Transfer of Energy differs for any given quarter-hour from the corresponding Nomination submitted by that other Access Responsible Party; or

- c) in case of an Internal Intraday Transfer of Energy in relation to a Belgian market for the exchange of energy blocks as defined by the Royal Decree Exchange, fulfilling the conditions described in a) or b).

In these cases, Elia is entitled either:

- i. not to accept the said Nomination of [ARP] regarding the Internal Intraday Transfer of Energy; or
- ii. to accept the said Nomination concerned of [ARP] regarding the Internal Intraday Transfer of Energy and to make the Market Operator's Counterparty responsible for the totality of the Tariff for external inconsistencies in abovementioned case c).

However, if the Market Operator's Counterparty contests the invoice and proves that the situation described in abovementioned case c) is the result of an error by the Market Operator, Elia will send a credit note to the Market Operator's Counterparty for the whole of the aforementioned invoice and will send a new invoice to the Market Operator for the same amount, with a maximum limit set at the amount described in the market rules for the exchange of energy blocks as approved by ministerial decree and relating to the limit of responsibility that applies between the Market Operator and the Market Operator's Counterparty. The aforementioned maximum limit will not apply if the error committed by the Market Operator is fraudulent or deliberate.

In case of repeated Day-ahead Nominations on Day D-1 for which the nominated total Injection does not equal the nominated total Off-take per quarter-hour on Day D (without taking rounding off inaccuracies into account), [ARP] may under no circumstances use the facilities of Internal Intraday Transfers of Energy for a period of thirty (30) calendar days, beginning from when Elia issues notification thereof. In this case, the term "repeated" means three (3) consecutive calendar days or five (5) calendar days in a calendar month.

This ban also applies if Elia detects a non-negligible and systematic difference between the Nominations of [ARP] for Off-take Points, Distribution Off-take Positions and Closed Distribution System Off-take Positions on the one hand, and the metered Off-take at Off-take Points, Distribution Off-take Positions of [ARP] received from distribution system operators other than Elia and Closed Distribution System Off-take Positions received from the Closed Distribution System Operators on the other hand, and should this situation persist after Elia has notified [ARP] thereof.

#### **12.4 Confirmation or rejection of Nominations**

The confirmation-status of Nominations means that Nominations have been accepted by Elia and can be executed by [ARP].

Elia will inform [ARP]:

- on Day D-1 whether or not it confirms [ARP]'s Day-Ahead Nominations in accordance with the abovementioned conditions for Day-Ahead Nominations that have to be submitted on Day D-1. If [ARP] has not been informed before 6 p.m. on Day D-1, [ARP] will contact Customer Services (see Appendix 6 on Contact Information for the submission of Nominations) by telephone in order to obtain confirmation.

- one Hour and 45 minutes after the Gate whether or not it confirms [ARP]'s Intraday Nominations in accordance with the abovementioned conditions for the Intraday Nominations relating to Intraday Imports and/or Exports. If Elia has not confirmed these Nominations, they may not be executed by [ARP].
- on Day D+1 whether or not it confirms [ARP]'s Intraday Nominations in accordance with the abovementioned conditions for the Internal Intraday Transfer of Energy. If [ARP] has not been informed before 6 p.m. on Day D+1, [ARP] will contact Customer Services (see Appendix 6 on Contact Information for the submission of Nominations) by telephone in order to obtain confirmation.
- fifteen (15) minutes at the latest before the Intraday Nomination enters into application, whether or not it confirms the Intraday Nominations of [ARP], in accordance with the abovementioned conditions for the Intraday Nominations relating to the Injection at an Injection Point. If Elia has not confirmed these Nominations, they may not be executed by [ARP].

Elia shall provide the reasons for decisions where the Nominations of [ARP] are rejected.

### **13 Complete or partial refusal of Nominations on Day D-1 and complete or partial suspension of Nominations on Day D**

#### **13.1 Complete or partial refusal of Nominations on Day D-1**

##### *13.1.1 Principle*

In accordance with Article 217(1), paragraph 1 of the Grid Code for Transmission, Elia is entitled on Day D-1 to fully or partially refuse to carry out the Nominations for Day D if such Nominations threaten the balance of the control area, or endanger the safety/security, reliability or efficiency of the Elia Grid.

##### *13.1.2 Notification procedure*

Elia will inform [ARP] of its motivated decision for fully or partially refusing to carry out the Nominations for Day D, by e-mail as soon as possible. This notification will be sent to the contact point of [ARP] laid down in Appendix 6 to the Contract, for which 24-Hours-a-day accessibility must be guaranteed.

#### **13.2 Complete or partial suspension of Nominations on Day D**

##### *13.2.1 Principle*

In accordance with Article 217(1), paragraph 2 of the Grid Code for Transmission, Elia is entitled on Day D to fully or partially suspend the Nominations for Day D if these Nominations threaten the balance of the control area, or endanger the safety/security, reliability or efficiency of the Elia Grid.

### 13.2.2 Notification procedure

Elia will inform [ARP] of its motivated decision for fully or partially suspending the Nominations for Day D, by telephone at least fifteen (15) minutes before the suspension comes into effect. This notification will be sent to the contact point of [ARP] laid down in Appendix 6 to the Contract, for which 24-Hours-a-day accessibility must be guaranteed.

### 13.3 Procedure for amendments proposed by [ARP] in relation to Band Supplies

In the specific case of the reduction by Elia, in accordance with Articles 13.1 and/or 13.2, of an Import for Day D by [ARP], and in a case where [ARP] is the Access Responsible Party responsible for the Band Supply at one or more Access Points, [ARP] is authorised to propose the amendment of one or more Nominations already accepted by Elia for Day D relating to the Band Supply, provided the following conditions are fulfilled:

- a) [ARP] informs Elia of his proposal to amend a Nomination in accordance with Appendix 6 to the Contract, and before 2 p.m. on Day D+1;
- b) the proposed Nomination amendments must be in accordance with the provisions of Article 12.2.1 of the Contract (except as regards the deadline for submitting Nominations);
- c) the amendment request is confirmed by the Grid User at the Access Point concerned by the same deadline indicated in point a).

Moreover, for each quarter-hour concerned in the amendment:

- d) the Nomination amendment may not involve an Access Point whose interruptibility is activated by Elia in relation to a load-shedding contract;
- e) the sum of the reductions between the Band Supply Nominations accepted on Day D-1 and the Band Supply Nominations submitted on Day D+1 by [ARP] is at most equal to the sum of the reductions applied by Elia to [ARP]'s Import Nominations;
- f) the sum of the reductions proposed by all the Access Responsible Parties responsible for a Band Supply at an Access Point between the Band Supply Nominations accepted on Day D-1 and the Band Supply Nominations submitted on Day D+1 may not exceed the actual decrease in Off-take at the Access Point.

Elia may refuse any Nomination amendment that does not fulfil these conditions, whose coherence in particular Elia will verify on the basis of:

- i. the actual Off-take profile of the Grid User at the Access Point concerned on Day D;
- ii. the actual Off-take profile of the Grid User at the Access Point concerned observed on the days preceding Day D;
- iii. the sum of the Nominations submitted by the Access Responsible Parties at the Access Point concerned for Day D, as accepted by Elia on D-1.



Elia will assess the proposed Nomination amendments in accordance with the principles specified above and in Article 12.3 of the Contract. Elia will inform [ARP] as soon as possible of its motivated decision to accept or refuse amendments. Acceptance or refusal by Elia of such Nomination amendments is based on a test of "reasonableness" carried out in relation to the means listed above, which does not imply any approval by Elia of those means and in no way modifies [ARP]'s obligations under the Contract.

Notwithstanding the proposed Nomination amendments, Elia reserves the right to suspend, fully or partially, the Nominations for Day D in accordance with article 217(1) of the Grid Code for Transmission.

These new Nominations, if they are accepted by Elia, will replace the Nominations submitted in accordance with Article 12.2.1 of the Contract.

## Section III: Specific Conditions

### 14 Suspensive conditions affecting the execution of this Contract

Pursuant to article 151(2) of the Grid Code for Transmission, [ARP] is required to comply with the following suspensive conditions:

- a) [ARP] shall provide evidence of the financial guarantees laid down in Article 17 of the Contract;
- b) [ARP] shall provide evidence of the availability and preservation of the necessary and sufficient means required, using his own resources or in any other way, to guarantee 24-Hours-a-day operations, in accordance with the Grid Code for Transmission.

### 15 Duration of this Contract

Subject to compliance of [ARP] with the suspensive conditions stated in aforementioned Article 14, this Contract comes into effect on the date when [ARP] is registered in the Register of Access Responsible Parties, i.e. no later than three (3) days after Elia has received the original Contract duly signed by [ARP], provided all of the suspensive conditions stated in this Contract have been complied with.

Without prejudice to Article 9 of the Contract, this Contract is of indefinite duration.

Article 11.1.2 c) relating to the supply product of profile adjustment services applies for the period set by CREG, i.e. between 1 January 2014 at 00:00 and 31 December 2015 at 24:00, unless the legal regime of the supply product of profile adjustment services imposed by the relevant regulator or relevant legislator is extended.

### 16 Tariffs

#### 16.1 General principles

The Tariffs applicable to [ARP] enter into force on the date set by CREG or, by default, on the date of their publication by CREG.

If CREG has not yet approved the Tariffs for the regulatory period concerned, the Tariffs applicable to [ARP] are the most recent Tariffs that have been approved by CREG.

If CREG rejects the Tariff proposal with the budget or the amended Tariff proposal with the Elia budget, the applicable Tariffs are those resulting from the application of article 32(2) of the Tariff Method.

The Tariff adjustments resulting from court decisions or an agreement between CREG and Elia shall, as the case may be, be applied according to the modalities indicated therein.

If, following one or more court decisions, all or some of the Tariffs are cancelled, the most recent Tariffs approved by CREG before the cancelled Tariffs, according to the principles of Article 32(2) of the Tariff Method, or, as the case may be, the Tariffs imposed by CREG are temporary applicable, in full or in part depending on the scope of the cancellation, until new Tariffs are approved by CREG, whereupon said new Tariffs come into force according to the modalities indicated therein.

### **16.2 Tariff principles applicable to [ARP]**

The Tariff principles for maintaining and restoring the individual balance of Access Responsible Parties and for external consistency that are applicable to [ARP] are described in Appendix 8 to this Contract. Elia shall draw up the corresponding invoice(s) or credit note(s) on the basis of the applicable Tariffs.

### **16.3 VAT**

The applicable Tariffs applicable from Article 16 are net amounts, to which VAT is to be added. These amounts are due by [ARP] to Elia.

### **16.4 Application of the Tariff for Imbalance**

[ARP] acknowledges that part of the data required for establishing the Imbalance, more specifically the data relating to the Distribution Off-take Positions and the Closed Distribution System Positions, must be provided to Elia by the distribution system operator(s) in question other than Elia or by the Closed Distribution System Operator(s) and that as a result Elia is not responsible for any lack of invoices/credit notes or for incorrect invoices/credit notes relating to that Imbalance that can be attributed to the lack of necessary data or to incorrect data relating to the Distribution Off-take Positions on account of the distribution system operators mentioned above or to incorrect data regarding Closed Distribution Systems coming from the Closed Distribution System Operator(s) mentioned above.

### **16.5 Compensation described in the Production Deviation Rules**

Pursuant to Article 12.2.1 of the Contract, if [ARP] has been nominated Access Responsible Party responsible for monitoring an Injection Point for which a purchase-sale contract for electrical energy has been concluded pursuant to article 7(3) of the Electricity Act, Elia will record on a monthly basis any deviations per quarter-hour for this Injection Point observed:

- a) between the Energy Production Forecasts used to submit Day-Ahead Nominations and the Day-Ahead Nominations submitted to Elia.
- b) between the Energy Production Forecasts used to submit Intraday Nominations and the Intraday Nominations submitted to Elia:

- if these Intraday Nominations are not within the margin between the Day-Ahead Nominations for the quarter-hour in question and the Energy Production Forecasts used to submit the Intraday Nominations submitted to Elia; and
  - if these last Intraday Nominations are closer to the Energy Production Forecasts used to submit these Intraday Nominations than the Day-Ahead Nominations.
- c) between the last Day-Ahead Nominations confirmed by Elia and the last Intraday Nominations confirmed by Elia:
- if these Intraday Nominations are not within the margin between the Day-Ahead Nominations for the quarter-hour in question and the Energy Production Forecasts used to submit the Intraday Nominations submitted to Elia; and
  - if these Intraday Nominations are closer to the Day-Ahead Nominations than the Energy Production Forecasts used to submit these Intraday Nominations.

At the end of each calendar month, Elia informs [ARP] of the deviations observed during the previous month and asks [ARP] via registered letter or e-mail with return receipt to provide the reasons for this(/these) deviation(s).

If, within thirty (30) days of receipt of the letter or e-mail, [ARP] is unable to provide Elia with information making it possible to reasonably determine that the deviations observed are attributable to cases of force majeure or emergencies, Elia invoices an equivalent compensation amount for each quarter-hour deviation observed. Such compensation amount is the product of:

- the absolute value of the deviation observed for the quarter-hour in question;
- the Belpex Day-Ahead price for the quarter-hour in question;
- a coefficient.

The initial coefficient is set at 120% and is applicable to all deviations observed during the calendar month during which the first deviation was observed.

This coefficient is increased for calendar months directly following a month during which one or several deviations were observed. Such increase is in monthly increments of 10% (130%, 140% and 150%), with a cap at 150%.

If no deviation was observed during a full calendar month, the coefficient for the next month is once again be the initial coefficient set at 120%.

The compensation invoiced by Elia to [ARP] is aggregated on a monthly basis.

## **17 Payment guarantee**

### **17.1 General principles**

As a suspensive condition for entering into this Contract, and at the latest by the valid signature of the Contract, [ARP] shall provide Elia with a guarantee that complies with the conditions below both for the entire term of this Contract and for the entire duration of execution of all the financial obligations arising from the Contract, according to Article 9.3 of the Contract.

The guarantee is a security for the requested and punctual execution of all the obligations arising from this Contract, including, but not restricted to, the payment of the Tariffs for Imbalance and/or external inconsistencies.

The guarantee may take the form of a bank guarantee at first request issued by a financial institution under the conditions laid down in Article 17.2 or of a cash payment to Elia under the conditions laid down in Article 17.3.

The guarantee must have an initial term of at least one calendar year and will be renewed in good time by [ARP], in order to keep the required security both for the entire term of this Contract and for the entire duration of execution of all the financial obligations arising from the Contract.

At the end and/or termination of the Contract for whatever reason, Elia shall return the guarantee to [ARP] on condition that [ARP] has fulfilled all his obligations arising from the Contract or from the end and/or termination thereof.

### **17.2 Bank guarantee**

The standard form for the bank guarantee at first request is included in Appendix 4 to this Contract. The amount and the specifications concerning authorised modifications of the amount of this bank guarantee at first request are calculated in accordance with the criteria indicated in Appendix 4 to this Contract. [ARP] will adjust the amount of the bank guarantee in accordance with the provisions of Appendix 4 to the Contract.

At least one (1) calendar month before the existing bank guarantee expires, [ARP] will provide Elia with evidence that the financial institution issuing the guarantee has extended the period of the guarantee without making any changes to it, or will issue a new guarantee that meets all of the terms and conditions stated in this Article.

The financial institution issuing the guarantee must meet the minimum official rating requirements of "BBB" issued by the credit rating agency Standard & Poors (S&P) or of "Baa2" issued by the credit rating agency Moody's Investor Services (Moody's). In case of the minimum required rating being lost, [ARP] must submit to Elia a new guarantee from another financial institution that meets the conditions stated in this Article within a period of twenty (20) Banking Days of the loss of the required rating by the first financial institution.

Should Elia have to invoke the guarantee, [ARP] will submit evidence to Elia, within a period of fifteen (15) Banking Days after Elia invoked the guarantee, that the financial institution issuing the guarantee has adjusted the amount of the bank guarantee to the required level, or else [ARP] will submit a new guarantee that meets the conditions stated in this Article.

### 17.3 Cash payment

[ARP] may replace bank guarantee at first request with a cash payment to Elia of a deposit, whereby the amount of said deposit is calculated in accordance with Appendix 4, subject to the acceptance by Elia of this cash guarantee.

The sum of the cash guarantee shall be transferred to an Elia account that Elia shall communicate to [ARP]. For each payment, the word 'guarantee' and a contract number shall be indicated in the 'message' field. Said sum shall not accumulate interest for [ARP].

This payment is a down-payment on the amounts owed to Elia for whatever purpose by [ARP], and acts at least as a first-ranking security or surety for Elia, guaranteeing the execution of all the obligations arising from the Contract, including - but not limited to - the payments of the Tariffs for Imbalance and/or external inconsistencies.

It is explicitly agreed and understood, notwithstanding the foregoing, that Elia is entitled to take possession of any sums paid by [ARP] as a deposit or guarantee, on the sole condition that Elia returns an equivalent amount when the time comes.

The sums paid to Elia, as a deposit or guarantee or in any other capacity, since they are all closely linked, interrelated and connected, shall be compensated *ipso jure* with the obligations of [ARP] arising from the Contract, on the understanding that said payment is intended to occur at the time when each of these obligations expire.

Any balance being ultimately returned to [ARP] shall be reimbursed by transfer to [ARP] on 1 March of the year following the end of all financial obligations arising from the Contract, according to Article 9.4 of the Contract, regardless of the reason behind it and without interest having accrued for [ARP], notwithstanding all of Elia's rights and actions.

## 18 Metering data

Elia will make the accumulated and validated metering data from the Access Points of [ARP] available to [ARP] at the latest on the tenth (10<sup>th</sup>) of the month following the month in which the data was collected. In the case of Band Supplies or Shared Injection, or in case of two Access Responsible Parties being designated for monitoring the Off-take and/or Injection at an Access Point, in accordance with article 201 of the Grid Code for Transmission, only that part allocated to the Balancing Perimeter of [ARP] will be made available to [ARP].

Elia will also make the accumulated and non-validated metering data from the Access Points of [ARP] available to [ARP] on a daily basis, except if this is not possible for Elia for technical reasons.

Elia is not responsible for the validity of non-validated metering data and will under no circumstances accept liability for any possible damage caused by non-validated metering data.

The metering data relating to Injection and/or Off-take Points connected to a distribution network other than the Elia Grid will be supplied to [ARP] by the distribution system operator in question, in accordance with the Grid Codes for Local and Regional Transmission. The metering data relating to CDS Access Points connected to a Closed Distribution System will be supplied to [ARP] by the Closed Distribution System Operator in question.

## 19 Pooling Agreement

Without prejudice to the respective responsibilities, [ARP] may, in conjunction with one or more other Access Responsible Parties that have signed an Access Responsible Party contract with Elia, share (or “pool”) his Imbalance with the Imbalances of the other Access Responsible Party(ies) mentioned above. Such an agreement is referred to hereinafter as a “Pooling Agreement”.

The Pooling Agreement must comply with the requirements laid down in Appendix 7 of the Contract.

[ARP] can either:

- enter into one (1) Pooling Agreement designating another Access Responsible Party (the ‘Head of Pool’) to be invoiced for their global Imbalance; or
- enter into (a) Pooling Agreement(s) in which [ARP] is designated as the Head of Pool by another Access Responsible Party to be invoiced for their Tariff for Imbalance based on their total Imbalance.

When more than one Pooling Agreement exists in which the total Imbalance is invoiced to [ARP] for each Pooling Agreement, all of these total Imbalances will be further combined and determined on the basis of the synchronised Imbalances for each of the aforementioned Pooling Agreements.

The Pooling Agreement must be notified jointly by the Pooling Parties to Elia and must be signed validly by each of them. This joint notification will indicate to Elia the Head of Pool to whom Elia will invoice for the total Imbalance created by the pooling.

If the Head of Pool designated by other Access Responsible Parties in the Pooling Agreement to pay their total Tariff for Imbalance, does not fulfil, for whatever reason, his payment obligations to Elia under the Pooling Agreement and the terms of the Contract, Elia will suspend the validity of the said Pooling Agreement relating to Elia for as long as the said payment obligations are not fulfilled. Elia will then send individual invoices to the respective Access Responsible Parties as if there were no Pooling Agreement. These invoices will then be retroactive to the due date of the invoice(s) for the total Tariff for Imbalance and late-payment interest will be added in accordance with the provisions of the Act of 2 August 2002.

If need be, the Parties state that any payment by [ARP] to the Head of Pool under the Pooling Agreement cannot be deemed to discharge [ARP] from his obligations towards Elia. The conclusion of this Contract and Elia's awareness of the Pooling Agreement cannot under any circumstances be deemed to constitute the agreement by Elia to a discharge payment to the Head of Pool. Each Party within a Pooling Agreement continues to fully obliged to comply with his obligations to Elia arising from this Contract. To avoid any ambiguity, the Parties to a Pooling Agreement waive the benefit of discussion regarding Elia.

The Pooling Agreement does not create specific obligations for Elia except for what is specifically stated herein.

## **20 Liability**

Parties to this Contract shall be liable to one of the other for any damage directly resulting from any contractual breach and/or fault. 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 or consequential loss, including and not restricted to, loss of profits, loss of earnings, loss of contracts or loss of goodwill.

## **21 Miscellaneous conditions**

### **21.1 Modifications of the Contract**

The general conditions of this Contract may be modified by Elia in accordance with article 152(2) and 152(3) of the Grid Code for Transmission.

All changes will become effective within a reasonable period of time set by Elia, taking account of the nature of the planned change and the conditions related with it in terms of the safety/security, reliability and efficiency of the Elia Grid. The reasonable period of time stated above may never be shorter than two (2) weeks following the date when Elia sent a registered letter notifying [ARP] of the change.

### **21.2 Notification**

Notification must be made in accordance with Appendix 6.

[ARP] will provide Elia with the information requested in Appendix 6 prior to or at the time of signing the Contract.

The Parties will take the needed measures to ensure that the contact persons stated under "Operation" in Appendix 6 can be contacted permanently and at any time by telephone or by any other method. Their details are stated in Appendix 6.



Any changes to the details relating to Appendix 6 must be notified to the other Party at least seven (7) days before the change becomes effective. Changes to Appendix 6 to this Contract may be carried out at any time by [ARP] for its own details and will be binding on Elia as soon as Elia has been notified of the change and that Elia has confirmed it. Changes to Appendix 6 to this Contract may be carried out at any time by Elia for its own details and will be binding on [ARP] once notification has been sent to [ARP] by registered letter.

### **21.3 Information and recording**

Because most of the information exchanged between the Parties in the context of this Contract, including the Nominations provided by [ARP] to Elia, may have an effect in one way or another on Elia's operation of the Elia Grid, it is of essential importance for Elia, including for the safety/security of the Elia Grid, that the information provided by [ARP] to Elia, is verified extremely carefully by [ARP] before being given to Elia.

In this context, and in order to provide additional protection for the exchange of verbal information between the Parties and/or between their representatives, including employees, both Parties hereby accept that verbal communication, including telecommunication, is recorded. The Parties will inform their representatives and all of their employees who need to be in communication with the other Party of these recordings before such communication is made. The Parties will take appropriate steps to ensure that these recordings are kept safe and that access to such recordings is restricted exclusively to those persons who have a justified need to have access to the recordings. These recordings may not be used in any claim made against a natural person.

### **21.4 Non-transferability of rights**

The Parties agree that under no circumstances will the rights and obligations arising from this Contract be transferred wholly or in part (including transfers by way of mergers, demerger or the transfer or addition of a universality or a business division (whether or not by virtue of automatic transfer rules) to a third party, without the prior, express and written permission of the other Party, which may not unreasonably withhold or postpone such permission, particularly with regard to a possible merger or demerger of companies.

Nevertheless, the contract and the rights and obligations that go with it, can be transferred to companies that are deemed to be associated with one of the Parties in the sense of Article 11 of the Belgian Company Code, on condition that the acquiring party also undertakes to transfer these rights and obligations back to the party making the transfer (and the party making the transfer undertakes to accept this transfer), as soon as the link between the party making the transfer and the acquiring party is deemed to exist.

### **21.5 Priority over all previous agreements**

Both Parties confirm that this Contract supersedes and replaces any and all previous and on-going Access Responsible Party agreements between the Parties referring to the same subject matter. If at the time of signing this Contract, the Parties are already bound by an on-going Access Responsible Party contract for the current year, this Contract supersedes, terminates and replaces any on-going contract.

### **21.6 No waiver**

The fact that one of the Parties at any time fails to demand strict compliance by the other Party of any of the terms, covenants and conditions laid down in this Contract, this may not be construed as a continuing waiver or relinquishment thereof, and each party may at any time demand strict and complete performance by the other of any or all of the said terms, covenants and conditions.

### **21.7 Invalidity of a clause**

The nullity or invalidity of any or more provision(s) of this Contract shall not affect the validity of its remaining provisions. Any provision that is null or invalid under any applicable law shall be deemed omitted from said Contract, but such omission shall not affect the remaining provisions hereof, which shall remain in full force and effect.

### **21.8 Licences**

[ARP] shall at all time during the duration of this Contract have all of the government permits, licences and/or approvals needed to fulfil the obligations or rights stipulated herein for or on behalf of [ARP]. If at any given time during this Contract any such permit, licence or approval is suspended and/or withdrawn, Elia may immediately terminate this Contract.

## 21.9 Applicable law

This Contract is governed exclusively by Belgian law.

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 SYSTEM OPERATOR N.V.**, represented by:

[•]

Key Account Manager

Date: [•]

David Zenner

Manager Customer Relations

Date: [•]

[•], represented by:

[•]

[•]

Date:

[•]

[•]

Date:

## **Section IV: Appendices**

**Appendix 1: Physical Transmission Rights for Import and Export at the Southern Border**

**Appendix 2: Physical Transmission Rights for Import and Export at the Northern Border**

**Appendix 3: Imbalance**

**Appendix 4: Bank Guarantee**

**Appendix 5: Procedure for Nominations**

**Appendix 6: Contact information**

**Appendix 7: Pooling Agreement**

**Appendix 8: Tariff Structure and Invoicing Process**

# **Appendix 1: Physical Transmission Rights for Import and Export at the Southern Border**

## **1. Yearly and monthly capacities for Import and Export at the Southern Border**

Physical Transmission Rights for Import and Export on a yearly and monthly basis at the Southern Border can be obtained by [ARP] through explicit yearly and monthly auctions. The conditions of this auctioning procedure are defined in the Harmonised Auction Rules, as published on Elia's website.

## **2. Daily capacities for Import and Export at the Southern Border**

The daily capacity available for Import and Export at the Southern Border is allocated through an implicit auctioning procedure organised within the framework of Market Coupling.

If the daily capacity for Import and Export at the Southern Border cannot be allocated through Market Coupling, explicit auctions will be organised for that daily capacity, taking account the circumstances and making the best efforts, as provided by the Harmonised Auction Rules, as published on Elia's website. Access Responsible Parties registered in accordance with the aforementioned Harmonised Auction Rules will be notified by electronic message when such explicit auctions are to be held.

## **3. Intraday capacities for Import and Export at the Southern Border**

Physical Transmission Rights for Import and Export on an Intraday basis at the Southern Border can be obtained by [ARP] through Intraday capacity allocations, which conditions are defined in the "Rules for Intraday Capacity Allocation for the France-Belgium Interconnection (IFB Rules)" as published on Elia's website.

## **Appendix 2: Physical Transmission Rights for Import and Export at the Northern Border**

### **1. Yearly and monthly capacities for Import and Export at the Northern Border**

Physical Transmission Rights for Import and Export on a yearly and monthly basis at the Northern Border can be obtained by [ARP] through explicit yearly and monthly auctions. The conditions of the auctioning procedure are defined in the Harmonised Auction Rules, as published on Elia's website.

### **2. Daily capacities for Import and Export at the Northern Border**

The daily capacity available for Import and Export at the Northern Border is allocated through an implicit auctioning procedure organised within the framework of the Market Coupling.

If the daily capacity for Import and Export at the Northern Border cannot be allocated through Market Coupling, explicit auctions will be organised for that daily capacity, taking account of the circumstances and making the best efforts as provided by the Harmonised Auction Rules, as published on Elia's website. Access Responsible Parties registered in accordance with the aforementioned Harmonised Auction Rules will be notified by electronic message when such explicit auctions are to be held.

### **3. Intraday capacities for Import and Export at the Northern Border**

The Physical Transmission Rights for Import and Export on an intraday basis at the Northern Border are allocated through an implicit and continuous allocation organised by the intraday electricity exchanges Belpex and APX.

## **Appendix 3: Imbalance**

The Imbalance per quarter-hour of [ARP] is the difference per quarter-hour between the total Injection into the Elia Grid belonging to the Balancing Perimeter of [ARP] and the total Off-take from the Elia Grid belonging to the Balancing Perimeter of [ARP]<sup>1</sup>.

The total Injection belonging to the Balancing Perimeter of [ARP] for one given quarter-hour equals the sum of:

- all Imports nominated and executed by [ARP] for that quarter-hour; and
- all actual Injections at the Injection Points, excluding those Injection Points that supply a Closed Distribution System, allocated to [ARP], inter alia in the context of the coordination of generation units, for that quarter-hour, taking account of all relevant Shared Injections; and
- all Closed Distribution System Injection Positions allocated to [ARP]; and
- all Distribution Off-take Positions allocated to [ARP] if the result adds up to a net Injection; and
- all Injections by Internal Transfers of Energy nominated by [ARP] (“as the buyer”) for that quarter-hour.

The Total Off-take belonging to the Balancing Perimeter of [ARP] for one given quarter-hour equals the sum of:

- all Exports nominated and executed by [ARP] for that quarter-hour; and
- all actual Off-takes at Off-take Points, excluding those Off-take Points that supply a Closed Distribution System, allocated to [ARP] for that quarter-hour, taking account of all relevant Band Supplies (according to the provisions of the access contract), just as with all concerned activations of load-shedding services contracted by Elia; and
- all Closed Distribution System Off-take Positions allocated to [ARP]; and
- all Distribution Off-take Positions allocated to [ARP] if the result adds up to a net Off-take; and
- all Off-takes by Internal Transfers of Energy nominated by [ARP] (“as the buyer”) for that quarter-hour; and
- for the metered Off-take at Off-take Points and for the Distribution Off-take Positions (if it is a net Off-take) and for the net balance (if it is a net Off-take) of Closed Distribution System Injection and/or Off-take Positions connected to the Elia Grid, in accordance with articles 161 and 162 of the Grid Code for Transmission and, where appropriate, in accordance with the applicable regional legislation, loss percentages of this Off-take will be allocated additionally to the Balancing Perimeter of [ARP] These percentages will be published on the Elia website and can, if necessary, be adjusted annually on the basis of the metered losses, pursuant to Article 11.4.

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<sup>1</sup> The Imbalance will be adjusted for each participation of [ARP] in ancillary services or pursuant to Article 7(3) of the Electricity Act in accordance with Article 11.1 of the Contract.

## Appendix 4: Financial Guarantee

### 1 Amount of the required financial guarantee

The amount of the guarantee is a variable amount based on the position of [ARP]. The position of [ARP], without prejudice to the provisions in relation to the first (1<sup>st</sup>) month of this Contract, as indicated below, is the highest of the daily Off-take averages allocated to [ARP] calculated on the basis of the previous calendar month. The daily averages are based on the daily quarter-hourly values of:

- the metered Off-takes at Off-take Points, excluding those Off-take Points that supply a Closed Distribution System, allocated to the Balancing Perimeter of [ARP]; and
- all Closed Distribution System Off-take Positions (if they represent net Off-take), allocated to the Balancing Perimeter of [ARP]; and
- all Distribution Off-take Positions, if these produce a net Off-take, allocated to the Balancing Perimeter of [ARP]; and
- the Export Nominations allocated to the Balancing Perimeter of [ARP]; and
- the Nominations for Internal Transfers of Energy (sales transactions) of [ARP] with other Access Responsible Parties and allocated to the Balancing Perimeter of [ARP].

This position is shown in the table below, from which the required guarantee is derived. The amounts of the variable guarantee are calculated by taking 5% of the upper limit of each block over a period of thirty one (31) days, multiplied by €50 per MWh.

Position of ARP (ARP-P)	Variable guarantee amount
ARP-P ≤ 50 MW	€93,000
50 MW < ARP-P ≤ 100 MW	€186,000
100 MW < ARP-P ≤ 200 MW	€372,000
200 MW < ARP-P ≤ 300 MW	€558,000
300 MW < ARP-P ≤ 450 MW	€837,000
450 MW ≤ ARP-P ≤ 600 MW	€1,116,000
600 MW ≤ ARP-P ≤ 750 MW	€1,395,000
750 MW ≤ ARP-P ≤ 900 MW	€1,674,000
900 MW ≤ ARP-P ≤ 1,050 MW	€1,953,000
1,050 MW ≤ ARP-P ≤ 1,200 MW	€2,232,000
1,200 MW ≤ ARP-P ≤ 1,500 MW	€2,790,000
ARP-P > 1,500 MW	€3,000,000



## 1.1 First month of the Contract: setting the financial guarantee

The position of [ARP] for his first (1<sup>st</sup>) month in the Contract is determined by mutual agreement between the Parties, based on the estimated highest position of [ARP] for the coming three (3) months. This value will form the basis for determining the set-point for the value of the guarantee. In all cases, the minimum guarantee is always €93,000.

## 1.2 Monitoring and control of the financial guarantee for each Access Responsible Party

On its own initiative, [ARP] will immediately adjust his guarantee in accordance with the rules set out below. Elia will check in good time to ensure that [ARP] has complied with his obligations.

- If the position of [ARP] is more than 20% higher than the position for which the guarantee has been determined for more than two (2) days in any given month, [ARP] will immediately, and at the latest within three (3) weeks of this position occurring, increase its guarantee to the required level. The position of [ARP] may never exceed more than 40% above the position for which a guarantee has been issued.
- Also, if the value of the guarantee is lower than the average of the last two (2) invoices sent out to [ARP], [ARP] will immediately, and at the latest within three (3) weeks of the occurrence of this situation, increase its guarantee to this average level.

If for a period of at least one (1) month the position of [ARP] is lower than the level covered by the guarantee, [ARP] may obtain a reduction in its guarantee in accordance with the table above. Elia will approve this reduction in the guarantee under the aforementioned circumstances.

## 2. Standard Bank Guarantee form related to the Contract [•]

Bank guarantee at first request issued by [•] bank in favour of: Elia System Operator NV/SA, a company established under Belgian law, whose registered offices are at Keizerslaan 20 / Boulevard de l'Empereur 20, 1000 Brussels, company registration number 0476.388.378.

Features of our payment guarantee [•] **(to be full in by the bank)** (to be stated in all your correspondence)

Our client [•] (name and address of the Belgian customer) informs us that it has entered into an Access Responsible Party Contract with reference [•] (reference and date of the Contract) with you in relation to access responsibilities in connection with access to the Elia Grid.

The terms of this contract provide for the issuing of an irrevocable bank guarantee payable at first demand in the amount of [•] **(Euro and amount in figures)** in order to secure the payment obligations of our client.

As a result we, [•] bank, hereby irrevocably and unconditionally undertake to pay a maximum amount of [•] **(currency and amount of the guarantee in figures and words)** on your first demand and without being able to dispute the grounds for such payment.

This guarantee comes into effect from today.

To be valid, any invoking of this guarantee:

If the guarantee is destined for another country / for the purposes of identification, any demand for payment must be made through a bank that confirms that the signatures on your letter of demand are validly binding on you.

- must reach us at the latest on [•] **(expiry date of the guarantee)**; and
- must be accompanied by your written statement to the effect that [•] (name of the customer) has not complied with his obligations arising from this ARP Contract and has not carried out his payments, despite the fact that you, as the supplier, have provided the services in accordance with the Contract; and
- must be accompanied by a copy of the unpaid invoice(s) and a copy of your letter of default.

If it is not invoked in accordance with the conditions stated above or unless the grant of a guarantee is approved by us, this guarantee automatically becomes null and void on the first calendar day after [•] **(expiry date of the guarantee)**.

This guarantee is subject to Belgian law and Belgian courts alone have the jurisdiction to rule on any dispute in relation to this guarantee.

## **Appendix 5: Procedure for Nominations**

### **1. Procedure for Nominations**

#### **1.1 Nominations of Imports and/or Exports at the Northern and/or Southern Border**

Day-Ahead Nominations for Day D with respect to Physical Transmission Rights for Imports and Exports on a yearly and monthly basis at the Northern and/or Southern Border will be submitted by [ARP] to Elia before 8 a.m. on Day D-1.

If the daily capacity for Import and Export at the Northern Border and/or Southern Border cannot be allocated through Market Coupling, the Day-Ahead Nominations for Day D with respect to Physical Transmission Rights will be submitted to Elia by [ARP] in accordance with Elia's instructions, depending on the daily capacity allocated at the explicit auctions for the Northern Border and/or Southern Border.

Intraday Nominations for Day D relating to Physical Transmission Rights for Imports and/or Exports on an Intraday basis at the Southern Border will be submitted to Elia by [ARP] no later than one (1) Hour after the Gate.

Nominations involving Imports and/or Exports on the Northern Border have to be submitted with an accuracy of 0.1 MW. Nominations involving Imports and/or Exports at the Southern Border have to be submitted with an accuracy of 1 MW for the yearly, monthly and Intraday capacities, and with an accuracy of 0.1 MW for the daily capacities. Nominations will contain an Active Power value for each Hour of the day with regard to the corresponding Physical Transmission Right of [ARP].

[ARP] must mention his Counterparty on the Nomination Form (his Counterparty being the party submitting the corresponding Nomination to the operator of the Connected Foreign Transmission Grid; at the Southern Border this party must be [ARP] itself).

#### **1.2 Nominations involving Off-take Points or Injection Points and Closed Distribution System Positions**

The process described in this section also applies to Closed Distribution System Positions connected to the Elia Grid.

Day-Ahead Nominations for Day D relating to access rights concerning an Off-take Point allocated in accordance with the procedures laid down in Article 11.1 or a Closed Distribution System Position must be lodged with Elia by [ARP] before 2.30 p.m. on Day D-1.

[ARP] must send in Day-Ahead Nominations for Day D relating to access rights involving an Injection Point allocated in accordance with the procedures specified in Article 11.1 before 3 p.m. on Day D-1.

Day-Ahead Nominations for Day D relating to access rights involving an Injection Point relating to a Generation Unit supplying the Strategic Generation Reserve, allocated in accordance with the procedures laid down in Article 11.1, must be submitted by [ARP] to Elia before 10 a.m. on Day D-1.

Day-Ahead Nominations for Day D relating to access rights involving an Injection Point for which a purchase-sale contract for electrical energy has been concluded pursuant to article 7(3) of the Electricity Act must be submitted by [ARP] to Elia on Day D-1 by 11.30 a.m. at the latest.

Intraday Nominations for Day D relating to access rights for an Injection Point will be submitted to Elia by [ARP], in accordance with the conditions of the contract for the coordination of production units and, as regards the Strategic Generation Reserve, in accordance with the additional procedures set out in the contracts concluded with Elia relating to the supply of the Strategic Generation Reserve, between 6 p.m. on Day D-1 and 10.45 p.m. on Day D.

Nominations involving Off-take Points or a Closed Distribution System Position must be submitted for each Off-take Point or for each Closed Distribution System Position with an accuracy of 0.1 MW. Nominations involving Injection Points connected to the Elia Grid must be submitted for each Injection Point and per alternator with an accuracy of 0.1 MW. The Nominations will contain an Active Power value for each quarter-hour of the day with regard to the corresponding access right of [ARP].

### 1.3 Nominations involving Distribution Off-take Positions

Day-Ahead Nominations involving Off-take Points or Injection Points connected to a grid other than the Elia Grid and belonging to the balancing area operated by Elia must be submitted for each distribution network with an accuracy of 0.1 MW before 2.30 p.m. on Day D-1. Nominations will contain an Active Power value for each quarter-hour of the day with regard to the corresponding right of [ARP].

If Injection Points connected to a grid other than the Elia Grid have an impact on the Elia Grid, then the Nominations for those injections must be submitted for each Injection Point.

### 1.4 Nominations involving Internal Transfers of Energy

Day-Ahead Nominations for Day D involving Internal Day-Ahead Transfers of Energy must be submitted by [ARP] to Elia before 2 p.m. on Day D-1.

Intraday Nominations for Day D involving Internal Intraday Transfers of Energy must be submitted by [ARP] to Elia before 2 p.m. on Day D+1 and the submission can start on Day D-1 after 11 p.m. at the latest.

Nominations involving Internal Transfers of Energy must be submitted with an accuracy of 0.1 MW. Day-Ahead Nominations for Day D relating to Internal Day-Ahead Transfers of Energy must include on a global value all of the energy exchanged on a Day-Ahead basis on a Belgian power exchange as laid down by the Royal Decree Exchange. The Nominations will contain an Active Power value for each quarter-hour of the day. [ARP] must mention his Counterparty on the Nomination Form (his Counterparty being Elia or the Access Responsible Party with which the energy is exchanged). The name of the Counterparty on the Nomination form must be the ARP code (the ARP code of the Access Responsible Party is given on the website under "List of ARPs").

Each Nomination involving an Internal Transfer of Energy with another Access Responsible Party has to be confirmed by a corresponding Nomination submitted by this other Access Responsible Party. Elia will inform [ARP] by means of his E-Nominations system on Day D-1 whether or not a Nomination involving an Internal Transfer of Energy has been confirmed by the equivalent Nomination submitted by the corresponding other Access Responsible Party.

In the event that both Nominations for an Internal Transfer of Energy are not equal, for one or more quarter-hours, [ARP] has the possibility to correct the Nomination in question until 2.30 p.m. on Day D-1 for an Internal Day-Ahead Transfer of Energy and on Day D+1 for an Internal Intraday Transfer of Energy. If for any reason, [ARP] cannot access Elia's E-Nominations system and therefore is not informed whether his Nomination has been confirmed or not by an equivalent Nomination from the corresponding Access Responsible Party, [ARP] should contact Elia Customer Service (see Appendix 6 – Contact information - Submission of Nominations or see our website under "Documentation").

## 2. Nomination system

### 2.1. Nominations involving Internal Transfers of Energy, Imports and/or Exports at the Northern or Southern Border and Off-take Points and Distribution Off-take Positions and Closed Distribution System Off-take Positions connected to the Elia Grid

Nominations involving Internal Transfers of Energy and Imports and/or Exports at the Northern or Southern Border, for Off-take Points, for Distribution Off-take Positions and for Closed Distribution System Off-take Positions must be submitted with Elia's E-Nominations system at the Elia website.

Access to the Elia E-Nomination system van Elia is only possible with a valid user identification and password.

The Access Responsible Parties must take all necessary measures to prevent any abuse or misuse of the user ID provided by Elia. In the event of abuse or misuse of this user ID, Elia shall not be liable in any way. The Access Responsible Party shall indemnify Elia for any loss, costs and damages incurred resulting from the said abuse or misuse of the user ID and shall protect Elia against any claims from third parties related to the abuse or misuse of the user ID.

Some maintenance operations or unprogrammed periods of unavailability may cause the temporary unavailability of Elia's E-Nominations system and/or the Intraday allocation system.

Such programmed and unprogrammed periods of unavailability may involve the cancellation of one or more Gates. In this case, any Intraday Import and/or Export Nomination by [ARP] relating to the Gate(s) concerned will not be taken into account by Elia.

The cancellation of such Gates shall not give entitlement to any compensation.

For information about the Elia E-Nomination system and access to this system, please contact Elia's Customer Service (see Appendix 6 – Contact information - Submission of Nominations or see our website under "Documentation").

Receipt of Nominations by Elia is not guaranteed. [ARP] will check on Elia's E-Nominations system to see whether the Nomination submitted by [ARP], has been safely received by Elia.

### 2.2 Nominations involving Injection Points

Nominations involving Injection Points must be submitted in accordance with the provisions of the contract for the coordination of production units (see article 198 of the Grid Code for Transmission).

## **Appendix 6: Contact Information**

Except where expressly stated otherwise, all notifications and requests needed and required in accordance with the Contract, shall be deemed duly given if and when they are made or sent by telephone, fax, e-mail or registered letter, whether or not with acknowledgement of receipt, carriage prepaid, to the following fax number or address, which may be subject to change:

### **For Elia:**

#### **For all contractual aspects:**

[•]

[•]

Boulevard de l'Empereur 20

1000 Brussels – Belgium

Tel.: +32 2 546 73 88

Fax: +32 2 546 70 03

E-mail: [•] or

E-mail of Customer Service: [CS@elia.be](mailto:CS@elia.be)

#### **For all Day-Ahead Nominations and Intraday Nominations relating to Intraday Internal Energy Transfers:**

Energy Scheduling Office

Tel.: +32 2 382 21 33 (if no reply: +32 2 382 22 97)

Fax: +32 2 382 21 07

E-mail: [dngriaccess@elia.be](mailto:dngriaccess@elia.be)

#### **Intraday Nominations except for Intraday Nominations relating to Intraday Internal Energy Transfers:**

National Dispatching

Tel.: +32 2 382 23 97

Fax: +32 2 382 21 39

E-mail: [dispatching@elia.be](mailto:dispatching@elia.be)

Submission of Nominations involving Internal Transfers of Energy, Imports and/or Exports at the Northern or Southern Border or Off-take Points

All Nominations sent by the E-Nominations system must be submitted via the following URL:

**For the Business-to-Customer interface (B2C):**

<https://nominations.elia.be/B2C>

**For the Business-to-Business interface (B2B):**

<https://nominations.elia.be/B2B>

Submission of amendments to Nominations relating to Band Supplies:

Energy Scheduling Office

Tel.: +32 2 382 21 33 (if no reply: +32 2 382 22 97)

Fax: +32 2 382 21 07

E-mail: [dngridaccess@elia.be](mailto:dngridaccess@elia.be)

Submission of Nominations involving Injection Points:

See the contract for the coordination of production units, as laid down in article 198 of the Grid Code for Transmission.

On-line operation (Day D): National Dispatching

Tel.: +32 2 382 23 97 (if no reply: +32 2 382 22 97)

Fax: +32 2 382 21 39

E-mail: [dispatching@elia.be](mailto:dispatching@elia.be)

Invoices:

Settlement Services  
Keizerslaan 20 / Boulevard de l'Empereur 20  
1000 Brussels – Belgium

Tel.: +32 2 546 74 74

Fax: +32 2 382 74 64

E-mail: [Settlement.Services@elia.be](mailto:Settlement.Services@elia.be)

For all matters relating to Metering and Measurements:

Metering Services  
Keizerslaan 20 / Boulevard de l'Empereur 20, 1000 Brussels – Belgium

Tel.: +32 2 546 74 11

Fax: +32 2 546 70 90

E-mail: [Metering.Services@elia.be](mailto:Metering.Services@elia.be)



**For [ARP]:**

GLN code: [•]

EIC code: [•]

**For contractual aspects:**

Contact person 1 (\*)

[•]

[•]

Tel.: [•]

Fax: [•]

E-mail: [•]

Contact person 2 (\*)

[•]

[•]

Tel.: [•]

Fax: [•]

E-mail: [•]

(\*) if the address is not mentioned, the personal address is the same as the head office address

The phone number and e-mail address of contact person 1 are given in the list of ARPs on the Elia website.

**Submission of Nominations:**

E-mail address(es) (max. 5) that will receive the notifications concerning the Nominations:

<b>Contact person/Department</b>	<b>E-mail address</b>
[•]	[•]
[•]	[•]
[•]	[•]
[•]	[•]
[•]	[•]

Phone number(s) (max. 5) for contacts during working Hours:

<b>Contact person/Department</b>	<b>Phone number</b>
[•]	[•]
[•]	[•]
[•]	[•]
[•]	[•]
[•]	[•]

Contact details available 24-Hours-a-day (**max. 5, with sufficient knowledge of the specifications and conditions relating to the Nominations**):

Contact person/Department	Phone, fax and e-mail
[•]	Tel.: [•]
	Fax: [•]
	E-mail: [•]

Metering and Measurements:

Contact person/Department	Phone, fax and e-mail
[•]	Tel.: [•]
	Fax: [•]
	E-mail: [•]

Invoices:

**Invoice address**

Company	[•]
Address	[•]
VAT no.	[•]

**Contact person**

Name	[•]
Personal address (**):	[•]
Tel.:	[•]
Fax:	[•]
E-mail:	[•]

## **Appendix 7: Pooling Agreement**

The Pooling Agreement stated in Article 19 of the Contract must be notified to Elia at the address stated in Appendix 6 to the Contract (for the attention of the contact person for contractual aspects) and to be valid must **only** contain the wording and information below, and no other wording or information (except the missing information stated under \*\*\* must be entered validly by the Parties entering into the Pooling Agreement and replaced):

### **Pooling Agreement**

\*\*\* (A = name and details (contract references of the Access Responsible Party) for all of the Access Responsible Parties forming a pool, referred to hereinafter as the "Pooling Parties")

\*\*\*\* (B = name and details of the Access Responsible Party to which Elia should send its invoices, i.e. the Head of Pool)

\*\*\* (start date of the pool)

\*\*\* (end date of the pool (if defined))

#### *Declaration of all the pooling Parties:*

We, the undersigned Access Responsible Parties, hereby declare to Elia that we will abide by the terms of our respective Access Responsible Party Contracts and, notwithstanding the said pooling, will carry out and fulfil all of our obligations, as agreed with Elia, as set out in the aforementioned agreements.

Regardless of any existing arrangements, contracts, agreements or any other form or circumstance that we, the Pooling Parties may have between ourselves, we will at all times during our respective Access Responsible Party Contracts give priority to our obligations as per the aforementioned Access Responsible Party Contracts.

Elia is hereby expressly entitled to benefit from all the stipulations or agreements provided, directly or indirectly, herein and may act, if and when necessary, in relation to any of the Pooling Parties mentioned herein. All of the pooling Parties mentioned above are bound to Elia for their respective obligations to Elia pursuant to their respective Access Responsible Party Contracts. To avoid any ambiguity, each of the Pooling Parties waives the benefit of discussion and division with regard to Elia.

\*\*\*\* Date of notification to Elia.

\*\*\*\* Signature by the authorised persons of each Pooling Party.

# **Appendix 8: Tariff Structure and Invoicing Process**

This Appendix is an integral part of the Access Responsible Party Contract with the following reference: [•]

(referred to hereinafter as the “Contract”)

This Appendix shall be adopted and modified, as the case may be, during the approval of the Tariffs applicable to Imbalance, under Article 16 of this Contract.

## **Part 1: Tariff principles**

The Tariffs applicable to Access Responsible Parties are the most recent final Tariffs approved or imposed by CREG; they include the Tariff for maintaining and restoring the individual balance of Access Responsible Parties and the Tariff for external inconsistency.

These Tariffs are published by CREG on its website ([www.creg.be](http://www.creg.be)) and by Elia, for information purposes, on its website ([www.elia.be](http://www.elia.be)).

### **1.1. Tariff for maintaining and restoring the individual balance of Access Responsible Parties**

The Tariff for maintaining and restoring the individual balance of Access Responsible Parties is invoiced to the Access Responsible Party if in his Balancing Perimeter an Imbalance is noted between, on the one hand, all Injections, Imports and physical purchases and, on the other, the Exports and sales, in accordance with Appendix 3. The Tariff for maintaining and restoring the individual balance of Access Responsible Parties is calculated by means of the Imbalance mechanism in force.

### **1.2. Tariff for external inconsistency**

Half of the amount of the Tariff for external inconsistency is invoiced to each of the two Access Responsible Parties involved in the respective inconsistency, when Elia has received a Nomination from each of the Access Responsible Parties.

In the case of an Access Responsible Party submits a Nomination to Elia, while his Counterparty has not made a Nomination with Elia, the price applies to the quantities indicated in his Nomination and the amount for external inconsistency is entirely invoiced to this Access Responsible Party.

In the case of an Access Responsible Party submits a Nomination to Elia, while his Counterparty is a Market Operator, again the price applies to the quantities indicated in his Nomination and the amount for external inconsistency is entirely invoiced to this Access Responsible Party.

## **Part 2: Invoicing**

### **2.1. Imbalance bill**

#### *2.1.1. Initial invoice*

In accordance with Articles 10, 11.6, 12.3.3, 12.3.5 and 12.3.6 of the Contract, Elia shall define, as the case may be, an initial account of the Imbalances of [ARP] for each quarter-hour, following the end of each calendar month, and at the latest one (1) calendar month after Elia has received:

- all the necessary data relating to the Distribution Off-take Positions of [ARP], from the distribution system operators;
- all the necessary data relating to the Closed Distribution System Positions of [ARP], from the Closed Distribution System Operators.

In case of pooling between several Access Responsible Parties, the invoice is sent to the Head of Pool, according to Article 19.

#### *2.1.2. Adjustment*

Adjustment relates to the final account and is only possible after the data of the Distribution Off-take Positions and/or of the Closed Distribution System Positions received from the distribution system operators and the Closed Distribution System Operators and the ancillary services activation data are final in accordance with the processes in place.

The invoice is sent out according to an annual cycle. Following the expiry of this adjustment, the Imbalances of [ARP] are final.

In case of pooling between several Access Responsible Parties, the invoice is sent to the Head of Pool, according to Article 19.

### **2.2. Invoice for external inconsistency**

An invoice for external inconsistency is established when an external inconsistency occurs under the principles set above in this Appendix.