

## Terms and Conditions to act as Restoration Service Provider

### Between

**ELIA SYSTEM OPERATOR S.A.**, a company governed by Belgian law with its registered office at Boulevard de l'Empereur 20, 1000 Brussels, registered in the company register under number 476.388.378 and represented by **Patrick De Leener** and **Chris Peeters**, who are duly authorised to sign this contract;

Hereinafter referred to as 'ELIA';

### And

**XXX.**, a company governed by Belgian law with its registered office at XXX, identified via the VAT number XXX and represented by **XXX** and **XXX**, who are duly authorised to sign this contract;

Hereinafter referred to as 'the Service Provider';

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## WHEREAS:

ELIA operates the transmission System over which it has an ownership right or, at least, a right of use (hereinafter referred to as the 'transmission System');

Elia has been designated transmission System operator in accordance with the law of 29 April 1999 liberalising the electricity market and oversees the safety, reliability and efficiency of the transmission System;

Within this context, Elia must also oversee the provision of the necessary ancillary services and, particularly, the Black Start service, in accordance with ~~Article 261 et seq. of the Grid Code of 19 December 2002~~ the Federal Grid Code as defined by article 11 of the Electricity law<sup>1</sup>, the European network code on requirements for grid connection of generators and the European network code on electricity emergency and restoration;

The Service Provider must have signed a CIPU contract. The Service Provider shall have at its disposal the requisite Generating Units, which are listed in Annex 1 and are covered by a CIPU contract, needed to make available to ELIA the means required to restart the transmission System following a grid blackout in accordance with the requirements for the delivery of the black start service as described in the Federal Grid Code ~~Article 261 et seq. of the Grid code~~ and, thus, the means required to provide the Black Start service;

This Contract defines the mutual rights and obligations of ELIA and the Service Provider relating to the Black Start Service;

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<sup>1</sup> Law of 29 April 1999 concerning the organization of the electricity market

**THE FOLLOWING IS HEREBY AGREED:**

**1 DEFINITIONS**

<b>Blackout</b>	A disruption causing the full or partial power loss of the transmission System;
<b>CIPU</b>	Coordination of the Injection of Production Units Contract;
<b>Contract</b>	This Black Start contract;
<b>General Terms and Conditions</b>	The general terms and conditions governing the auxiliary services contracts that apply at the time the Contract is signed;
<b>Islanding</b>	Independent operation of part or all of an electricity grid disconnected from the interconnected grid, within which at least one generating unit supplies electricity to this grid and controls the frequency and voltage;
<b>Blackout procedure</b>	List of actions to be completed by the operator of a generating unit and which are designed to secure the generating unit following a blackout;
<b>Black Start procedure</b>	List of actions to be completed by the operator of a generating unit in order to perform the Black Start service;
<b>Black Start Service</b>	the service designed to restore power and energy supply to the transmission System following a Blackout, and which is performed by one or more generating units equipped with specific auxiliary energy sources and which are part of a Black Start Generating Site, even if all the generating units were shut down or tripped as a result of the Blackout. This service is provided without the need for a source of electricity from outside the Black Start Generating Site;
<b>Black Start Generating Site</b>	Hereinafter referred to as the 'Generating Site': electricity generating facility, comprising one or more generating units connected to the same connection point on the transmission System and capable of providing the Black Start Service;
<b>Start-up time</b>	Time elapsed between the moment Elia requests that the Service Provider activates a Generating Site until the time when that Generating Site has restored power to the busbar of Elia's substation and is ready to accept load.

## **2 CONCLUSION OF CONTRACT AND APPLICATION OF THE GENERAL TERMS AND CONDITIONS**

Pursuant to this Contract, the Service Provider agrees to provide Elia with the Black Start Service **from [start date] up until and including [end date]**.

The entry into force and validity of this Contract shall be predicated upon prior signature by the Service Provider and Elia of the Coordination of the Injection of Production Units Contract, (hereinafter referred to as 'CIPU contract').

Performance of this Contract shall be subject to the General Terms and Conditions.

The clauses of the Contract shall be supplemented by the General Terms and Conditions. In the event of a problem regarding interpretation or a contradiction between the provisions of the following documents, the documents shall take precedence in the following order:

1. This Contract, except for the General Terms and Conditions
2. The CIPU Contract, except for the General Implementing Terms and Conditions in the CIPU contract
3. The General Terms and Conditions.

The Service Provider declares that it has received a copy of the General Terms and Conditions and agrees to them. The Service Provider thus waives application of its own general, special or other terms and conditions, regardless of when and how they were transmitted.

If a temporary or definitive closure of the Generating Site is announced, as provided in Article 4bis of the Electricity Law, the present Contract ends on the 30<sup>th</sup> of September of the year following the announce.

If the Black-Start Generating Site also participates to the Strategic Reserve, the present Contract ends on the last day of the Strategic Reserve Contract.

Should the contract be assigned to another market stakeholder, the Service Provider shall make its best effort to ensure that the assignee of the relevant Generating Site(s) takes on the Service Provider's obligations relating to participation in the Black Start Service linked to this/these Generating Site(s) under the same terms and conditions as those established in this Contract.

The target geographical distribution of the black start services in Belgium is as follows:

- Elia contracts one Generating Site able to provide the Black Start Service in each of five zones (1 380kV zone and 4 regional zones);
- The regional zones defined for the Black Start Service correspond to the aggregation of zones defined in the CIPU contract as described below:
  - North-West = Langerbrugge East, Langerbrugge West and Ruien
  - North-East = Merksem and Stalen
  - South-West = Hainaut East, Hainaut West and Schaerbeek/Brussels
  - South-East = Liège

- The 380kV zone is supplied by a Black Start Generating Site connected to the 380kV network as stated in its connection contract.
- If Elia cannot contract a Generating Site for one of those 4 regional zones, Elia can consider the possibility of not contracting a Generating Site supplying Black-Start Service in the concerned zone only under the following condition: a reconstruction plan adapted to this zone can be established by either a 380 kV power supply or an additional Black-Start Generating Site contracted in an adjacent zone (meaning 2 Generating sites located in the same zone would be contracted by Elia).
- At most 2 Generating Sites can be contracted by Elia in a same electrical zone because technical and operational limitations are introduced for the dispatching in their network reconstruction procedures.

### 3 PURPOSE OF THE CONTRACT

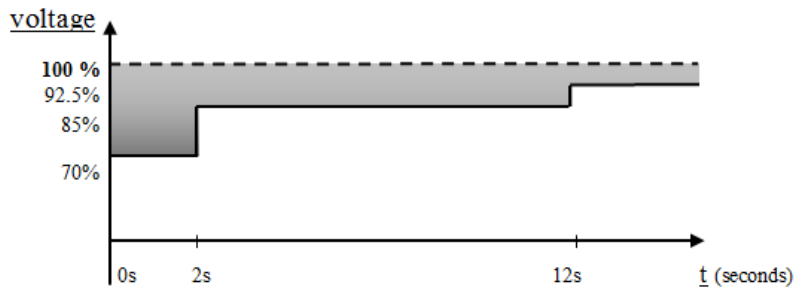
3.1 The Contract shall govern the contractual rights and obligations of the Parties relating to the provision of the Black Start Service. The goal of this service is to restore the transmission System following a Blackout.

3.2 If several generating units and/or items of equipment located on the Generating Site and connected to the same connection point are needed in order to meet the obligations described below, they should be able to work together in such a way that they operate in a similar way to a single generating unit on the HV grid.

Moreover, these generating units at the same Generating Site must distribute their contribution in such a way as to maximise the dynamic stability margin.

3.3 The Service Provider shall supply Elia with Generating Sites that meet the following conditions:

- 1) Able to restore sufficiently stable power to sections of the transmission system, provide power to the auxiliary equipment at other generating sites and also accept loads
- 2) Equipped with an automatic system whereby each of the units at the Generating Site guarantees a stable and coordinated contribution to the service.
- 3) Respect the specifications for regulating units and reactive power production in the Federal Grid Code active energy generation, as established in the Federal Grid Code (Art. 68 and 69), and also equipped with a voltage regulator that complies with the technical parameters defined in Articles 70 to 74 of the same Code for each of the site's generating units
- 4) Capable of absorbing at least 30 Mvar at the connection point and able to handle the connection of elements of the grid that generate up to 30 Mvar under steady state operating conditions
- 5) Capable of instantly accepting an offtake of at least 10 MW (with a  $\cos \phi \geq 0.8$  inductive) and with a maximum active power volume (with a  $\cos \phi \geq 0.8$  inductive), as stipulated in Annex 4 to this Contract:
  - without the frequency of the island deviating from the 49-52 Hz range, even temporarily;
  - without the voltage at the connection point being lower than the shaded operating range below, even temporarily;
  - able to cover the temporary currents and voltages at the connection point arising from the restoration of power to the elements mentioned above.



- 6) Able to provide the Black Start Service at least three times consecutively in order to cover a potential collapse of the island during the grid restoration phase or the start-up of the Generating Site.
  - 7) Equipped with a speed regulator that can control the frequency for each of the generating units within the Generating Site:
    - With a static error of less than 10 mHz. It must be possible for the normal power control and this frequency control to be used without there being an insensitive zone in respect of the frequency measured. It must be possible for the frequency set-point under steady state operating conditions to be controlled within the aforementioned range.
    - Based on a droop, the adjusting slope of which can be set at between 2 and 12 % and the dead band of which can be set at between 10 to 200 mHz
  - 8) Able to shift to operational mode using one or other of the speed regulator operating modes, as defined above.
  - 9) Equipped with a synchroscope, the operation of which it must be possible to bypass during paralleling.
  - 10) Equipped with a single interface with Elia so that the presence of one or more generating units at the Generating Site is clear to Elia.
- 3.4 Between the time when ELIA requests the start-up of a Generating Site and the time when the installation is available to accept load, the Start-up Time must be equal to or less than (as stipulated in Annex 4 of the contract) :
- 1.5 hours for a Generating Site that was operating at the time of the Blackout;
  - 3 hours for a Generating Site that was in shutdown mode at that time.



Once the voltage has been restored (on the high voltage side of the step-up transformer), the Generating Site must be in a position to operate for at least 24 hours whilst being subject to offtake fluctuations, as defined above (fluctuations of at least 10 MW, up to a maximum stipulated in Annex 4 of this Contract).

3.5 Elia shall stipulate the start-up procedures for the Generating Sites after consulting with the Service Provider. These procedures are part of the restoration code as defined in [article 23 of the European network code on electricity emergency and restoration](#). ~~Article 314 et seq. of the Grid Code.~~

3.6 By way of exemption from Article 3.3, the Service Provider shall not be obliged to ensure that the Generating Sites remain available during maintenance work in the event of unforeseen incidents or events causing the outage of the Generating Site, about which the Service Provider shall notify ELIA immediately. In such cases, a price reduction (reimbursement of the remuneration), as defined in Article 7.2, shall be applied. The Service Provider shall only plan the outage of one out of three Generating Sites (figure rounded up to the next unit) at any one time.

Moreover, Elia shall be entitled to postpone the planned outage of a Generating Site in order to prevent an excessive share of its Generating Sites being unavailable at the same time.

3.7 The Generating Site is considered as available to supply Black-Start Service according to the following rule:

The outage of a generating unit at a Generating Site shall be defined on the basis of 'PU' and 'FO' statuses on day D-1, as specified within the framework of the CIPU Contract, and taking into account specifications regarding the minimal configuration (i.e. number of generating units available) for the considered Generating Site to provide Black-Start Service as described in the reconstruction scenario drawn by ELIA and specified in Annex 1.

On day D, the Service Provider shall pay for a full day of outage when the outage is observed before 2 p.m. (Forced Outage) regardless of the duration of the outage.

A full day of outage is also counted for the purposes of such a reduction if operation of the generating unit is restored after 2 p.m. providing it was affected by an outage before 2 p.m.

If the CIPU procedures no longer apply to the generating units at the Generating Site (e.g. during the summer period if the Generating Site is part of the Strategic Reserve), Elia shall determine, together with the Service Provider, an alternative method that allows for this information to be recovered in a manner that is similar to that described in the CIPU procedures.

Elia shall assess the annual availability of the generating units at the Generating Site for each year of this contract based on the definition of an outage stipulated in Article 3.7. The applicable penalty system is described in Article 7.2.

3.8 The Service Provider shall guarantee Elia a minimum energy level:

- if the Generating Site requires the use of gas, a guarantee of the absence or non-existence of a clause governing gas supply interruptions during a Black Start (Molecule + transmission) in the contract with the Service Provider;
- if the Generating Site requires the use of water, a minimum energy volume of 500 MWh shall be guaranteed by the Service Provider at all times during the term of this Contract, providing the Generating Site is available (based on the definition of an outage stipulated in Article 3.7). In case of non-respect of this minimum energy volume, a penalty will be applied as foreseen in Article 7.2 ;
- for all other types of fuel, a stock of fuel in situ that is sufficient to enable the Generating Site to operate for three days at full power.

#### **4 EXCHANGE OF DATA RELATING TO THE PERFORMANCE OF THE CONTRACT**

4.1 The exchange of data between the Parties relating to the performance of the Contract shall take place via real-time communication or via offline communication, as described below.

##### **Real-time communication**

4.2 Real-time communication shall take the form of electronic messaging in accordance with the specifications established by ELIA.

4.3 The Service Provider shall inform Elia in real time of all outages of the Generating Sites, as described in the CIPU contract. The Service Provider shall also notify ELIA in real time of the end of the outage period.

4.4 ELIA must be able to contact the Service Provider at all times in order to request the start-up of a Generating Site. This requires a voice-based communication channel (point to point) with a standalone capacity of at least 24 hours (without the need for an external energy source), which must be operational in the event of a Blackout, providing a link between the control room of each Generating Site and ELIA's dispatching centre (a regional dispatching centre for voltage levels below 380 kV and the national dispatching centre for the voltage level 380 kV).

4.5 In the event of a Blackout, ELIA shall notify the Service Provider if it plans to make use of the Service Provider's Generating Site(s). In such cases, ELIA shall pass on its instructions to the Service Provider. ELIA shall guide the restoration instructions.

4.6 The Parties agree that real-time telephone communications shall be recorded at the dispatching centres of the Service Provider and/or ELIA provided that the Parties deem this to be of use to each of them. The Parties accept the need for this communication to be recovered (recorded) and the principle underpinning it. As regards probative value, the Parties acknowledge that the recordings of this communication/these communications shall be admissible as proof in the event of a dispute settlement relating to this Contract. Both Parties shall notify their respective staff about the existence and/or possibility of recordings as well as about the existence and/or possibility of recordings by the other Party.

##### **Offline communications**

4.7 Any offline communications shall be made or confirmed via electronic messaging. The same shall apply to all data exchanged using the formats and software stipulated by ELIA.

4.8 The Service Provider shall notify ELIA about scheduled outages of the Generating Sites within the framework of the CIPU contract.

### **Points of contact**

- 4.9 The data relating to the performance of the Contract shall be sent to the Parties' respective points of contact as indicated in Annex 2.

## **5 VALIDATION OF CONFORMITY BY THE SERVICE PROVIDER**

- 5.1 For each of its Generating Sites, the Service Provider shall provide a detailed description of behaviour under steady state and transitional operating conditions. This description shall include at least the information contained in the technical questionnaire completed during the procurement procedure for this ancillary service and shall be kept up-to-date by the Service Provider at its own initiative. Elia shall be entitled to require the Service Provider to provide the latest up-to-date version at all times during the term of this Contract.
- 5.2 The Service Provider shall conduct simulations prior to entry into force of this Contract. These simulations shall be used to validate the compliance of each of the generating units within its Generating Sites with the Belgian-Federal Grid Code (Compliance with the Belgian-Federal Grid Code: Stability Study) and the European network code on electricity emergency and restoration as well as the compliance of each of the Generating Sites with the requirements stipulated in Section 3 of this Contract. The Service Provider shall submit to Elia a report containing the results and conclusions of the simulations conducted.

## **6 MONITORING OF THE BLACK START SERVICE**

6.1 ELIA shall be entitled to check the efficiency and operation of the Generating Sites using simulations and/or trials determined by ELIA after consulting with the Service Provider. The period of testing and trials to be conducted shall be decided by mutual agreement between the Parties. If the Parties fail to reach an agreement regarding the trials and/or the testing period within 30 calendar days of the start of consultations, Elia shall impose this unilaterally unless the Service Provider can prove that this would seriously damage it and that other, equally effective trials and testing periods are feasible.

6.2 Without prejudice to Article 6.1, and in order to check that the Generating Sites supplied are actually capable of taking part in the Black Start Service, the Parties intend to test each Generating Site at least once during the term of this Contract.

Each successful test, with the exception of the tests conducted under the circumstances stipulated in Articles 6.11 and 7.6, shall be remunerated in accordance with Article 7.8. The test to be performed shall be chosen by ELIA from among the tests described in Article 6.4.

6.3 Without prejudice to Articles 6.1 and 6.2, and in order to check that the Generating Sites supplied are actually capable of providing the Black Start Service, Elia shall be entitled to conduct a test selected from among those described below without prior warning or consultation with the Service Provider.

This type of unscheduled test may only be conducted by Elia if the Generating Site is available (based on the definition of outage set out in Article 3.7), its generation programme is at zero (based on the CIPU nominations sent by the Service Provider) and it is not participating in the supply of other reserves at the time. Elia shall be entitled to conduct this type of test at least once for each Generating Site over the term of this Contract.

This type of test shall be remunerated in accordance with the rules established in Article 7.6.

- 6.4 Elia shall select a test to be performed from among the following tests:
- Black Start inspection test: the Black Start inspection test comprises an inspection of the Service Provider's installations and submission to ELIA's representatives of the 'Blackout' and 'Black Start' procedures by the operators who are usually on duty at that time. The operators then explain these procedures. The ancillary 'Black Start' facilities that do not affect the Generating Site are started up in order to demonstrate that they are operating smoothly (auxiliary diesel generators, compressors, auxiliary boilers, etc.)
  - Test 1: the auxiliary facilities at the Generating Site are powered by an independent power source, such as a diesel engine,

rather than via the transmission System. The Generating Site is thus being started and is then connected to a transmission System that is already energized.

- Test 2: once again, the Generating Site's auxiliary facilities are powered by an energy source that is independent of the transmission System, but this time the Generating Site must again switch on a busbar.
- Test 3: this test is an extension of test 2. In addition to switching on a busbar, the Generating Site must re-energize a dead grid (i.e. accept Mvars).
- Test 4: this test is an extension of test 3. As well as accepting Mvars, the Generating Site must also be able to accept MWs.

The type 3 and 4 tests can be monitored by synchronising the test island with the rest of the transmission System

6.5 Elia shall be entitled to organise and add to the contract a number of tests that are specific to certain Generating Sites listed in Annex 1 to this contract, subject to consultation with the Service Provider.

6.6 The test is prepared by ELIA and the Service Provider by mutual agreement, with the exception of the situation described in Article 6.3. The Parties shall determine the test procedures and configurations by mutual agreement. In relation to these tests, the Service Provider and ELIA shall take all steps to limit, as far as possible, the commercial impact for both Parties arising from performance of the relevant tests.

If the Parties cannot reach an agreement within 30 calendar days of the start of consultations, ELIA shall determine the test procedures and test configurations, except if the Service Provider can prove that the test procedures and test configurations imposed by ELIA could cause it significant harm and other, equally as effective test procedures and test configurations exist.

6.7 Elia shall use each contractual clause in this section of the Contract as a criterion for assessing the success or failure of a Black Start test.

If a test, as foreseen under Articles 6.1, 6.2 and 6.3, fails and this failure cannot be attributed to a problem relating to the transmission System, the Generating Site shall be deemed to no longer be on the list of Generating Sites providing the Black Start Service. Remuneration shall be suspended, as foreseen in Article 7.6, and shall only resume once it has been proven, via a fresh conclusive test paid for by the Service Provider, that the Generating Site can provide the Black Start Service. A price reduction shall also be granted in accordance with Article 7.7.

ELIA undertakes, where applicable, to assist in arranging a new test within two months of receiving the request from the Service Provider.

ELIA shall be entitled to attend the test. To this end, the Service Provider shall ensure that ELIA has access to the buildings of the Generating Site.

- 6.8 ELIA shall, with the assistance of the Service Provider, compile a report on each completed test.
- 6.9 The Service Provider shall make available to ELIA all the test reports and important information relating to earlier and current internal tests conducted at the Generating Sites.
- 6.10 The Service Provider shall provide ELIA with the following documents prior to performance of each test or upon ELIA's request:
  - 'Blackout' procedure
  - 'Black Start' procedure (see earlier comment)
  - Full single-line diagram of the installations

#### **Initial test for new Generating Sites**

- 6.11 For any Generating Site not covered by a Black Start service contract in the year preceding the year in which this Contract was concluded or that have not passed a test during the previous three years, a test pursuant to Article 6.2 will have to be passed as quickly as possible by the end of the first year of the Contract. The remuneration rules for a Black Start test, as described in Article 7.5, shall not apply to this situation.

In this specific case, if a Generating Site fails two tests in a row and these failures cannot be attributed to a problem relating to the transmission System, the Service Provider shall be obliged to reimburse all remuneration paid by Elia since the date this Contract entered into force.

The Contract shall only take effect again once it has been proven, via a conclusive test conducted at the Service Provider's expense, that the Generating Site is able to provide the Black Start Service.

## 7 REMUNERATION

- 7.1 The annual remuneration, excluding any potential price reductions, shall amount to € XXX (Sum of the remuneration (Price \* Number of days/year) for the Generating Sites, as defined in Annex 1)

Subject to the application of price reductions as outlined below, Elia agrees to pay the Service Provider a monthly remuneration based on the number of days for the relevant month.

This annual remuneration shall cover the availability of the Black Start Service, which implies the availability of the Generating Site and the technical and operational capacity to provide the Black Start Service (including, in particular, the maintenance of the installations, maintenance of the procedures, staff training, as well as the Service Provider's internal tests or those requested by Elia, but under no circumstances the compensation foreseen under Article 7.6).

- 7.2 A price reduction shall apply when a Generating Site is affected by a full or partial outage, as defined in Article 3.7. The price reduction for a one-day outage of a Generating Site shall amount to the daily remuneration for that Generating Site. The price and the price reductions shall be equal to the price indicated in Annex 1.

If several generating units grouped together at the Generating Site and connected to the same connection point are needed to meet one of the obligations described in section 3 of this Contract, the price reduction for a one-day outage of one of these generating units shall amount to the daily remuneration for the whole Generating Site.

In the case of a Generating Site requiring the use of water, a price reduction equal to the daily remuneration as indicated in Annex 1 shall apply if, for at least one quarter hour of the day, the minimal energy volume of 500 MWh is not respected, providing the Generating Site is available as foreseen in Article 3.8.

- 7.3 In addition to the price reduction outlined in Article 7.2, the following penalty system shall apply in the event of an excessively long outage (evaluated over a period of one year) of a generating unit located at the Generating Site:

Annual availability of the Generating Site	Penalty applied
Between 71 and 80 %	One month's remuneration
Between 61 and 70 %	Two months' remuneration
< 60 %	Three months' remuneration



7.4 The sum of penalties provided in articles 6.7 and 7 of this Contract is subject to an annual cap, without prejudice of the responsibility of the Service Provider for not respecting his obligations in accordance with article 6 of the General Conditions of ELIA.

This cap is equal to the annual remuneration (i.e. number of days / year \* daily remuneration) received by the Service Provider for the concerned Black-Start Generating Site and specified in article 7.1.

7.5 At the latest three months after the end of the year, Elia shall audit the availability of the Generating Sites in accordance with Article 7.3 and shall consequently apply the price reductions to the next monthly invoice.

7.6 If a Black Start test report indicates, in accordance with Article 6.7, that the start-up failed or the Service Provider did not correctly observe the test specifications and, providing that ELIA cannot attribute this to the transmission System, payment of the remuneration for the availability of the relevant Generating Site shall be suspended by ELIA as of and including the day of the failed test and until the Service Provider achieves a successful test start-up. The cost of a new test or any new test start-up within this framework shall be borne in full by the Service Provider.

7.7 If a Black Start test report indicates, in accordance with Article 6.7, that the start-up failed or the Service Provider did not correctly observe the test specifications and, providing that ELIA cannot attribute this to transmission System, a price reduction equal to one (1) month's remuneration shall be payable by the Service Provider to ELIA without prejudice to Article 7.6.

7.8 Without prejudice to Article 7.6, ELIA shall remunerate the Service Provider for any successful test conducted officially by ELIA. The remuneration shall be fixed and shall amount to 5% of the annual remuneration (excluding any penalties) per test. In the case of a test that is limited to a Black Start inspection test, the remuneration shall be reduced to 5% of the above remuneration (i.e. 0.25% of the annual remuneration)

7.9 The price payable by ELIA shall be reduced by the cost of the price reductions determined in accordance with Articles 7.2, 7.3, 7.6, 7.7 and increased by the amount of the remuneration for the organisation of the tests in accordance with 7.8~~8~~, subject to any liability on the part of the Service Provider for failure to meet its obligations in accordance with Article 46 of the General Terms and Conditions.

## 8 INDEXATION OF THE REMUNERATION

For year Y, the new unit price (€ / MW / h) shall be calculated as follows:

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

Where:

P (i) = the unit price for year i

- Y = year for which the new price is determined
- Y-1 = the previous year

NI = new index, equal to the average monthly consumer price index published on

<http://statbel.fgov.be/nl/statistieken/cijfers/economie/consumptieprijzen/> (in Dutch) for the first 9 (nine) months of year Y-1.

BI = base index, equal to the average monthly consumer price index published on <http://statbel.fgov.be/nl/statistieken/cijfers/economie/consumptieprijzen/> (in Dutch) for the months of year Y-2

## 9 INVOICING AND PAYMENTS

9.1 By the fifteenth (15th) of each calendar month M, the Service Provider shall send ELIA a draft report on the provision of the Black Start Service during month M-1. This report shall include the following data:

- Outages at the Generating Site during month M-1 and a proposed price reduction based on these outages.
- The results of any tests pursuant to Article 6.

By the twentieth (20th) of each calendar month, ELIA shall send the Service Provider its agreement with this report or any comments relating thereto, as well as the calculation of the price reductions for the previous month M-1 in accordance with the provisions of Articles 7.2, 7.3, 7.5 and 7.6 of this Contract, including an indication of the calculation method and all the data underpinning this calculation. If the Service Provider challenges the invoiced price reductions, it shall notify ELIA without delay. The parties shall then strive to reach an amicable settlement. Failing this, the dispute resolution procedure stipulated in Article ~~11-13~~ of the General Terms and Conditions for Ancillary Services and Grid Losses (Conflict Management) shall apply.

9.2 By the twenty-fifth (25th) of each calendar month M, the Service Provider shall send ELIA its monthly invoice, which shall include:

- a) the remuneration, pursuant to Article 7.1, for the service to be provided in the following month;
- b) the price reductions for the month M-1 as calculated by ELIA pursuant to Article 7 of this Contract, in accordance with Article 9.1 of this Contract;
- c) any amounts payable relating to the organisation of tests pursuant to Article 7.7;
- d) any other amount payable under the terms of this Contract;
- e) the Service Provider's bank account number to which the payment is to be made.

The booking structure to be used by the Service Provider is outlined in Annex 3.

Done in Brussels in duplicate, with each Party acknowledging that it has received an original copy.

**ELIA System Operator S.A.**, represented by:

**Patrick De Leener**  
Chief Officer Customers, Market & System

Date: dd/mm/yyyy

**Chris Peeters**  
Chief Executive Officer

Date: dd/mm/yyyy

**XXX.**, represented by:

Name: **XXX**  
Position: XXX

Date:

Name: **XXX**  
Position:

Date:

## ANNEX 1: BLACK START GENERATING UNITS

### **1. Generating Site XXX (LOT X: start date – end date)**

comprises generating units A, B, C

A. **TOTAL: €XXX/day**

B. **Availability Criteria**

## ANNEX 2: POINTS OF CONTACT

For ELIA:

<p><b>1 Contract monitoring</b></p> <p>Amandine Leroux Boulevard de l'Empereur 20 1000 Bruxelles Tel.: +32 (0)2 546 7443 Fax: +32 (0)2 546 7840 Email: amandine.leroux@elia.be</p>
<p><b>2 Invoicing and payments</b></p> <p>Settlement Manuel Aparicio Boulevard de l'Empereur 20 1000 Brussels Tel.: +32 (0)2 546 7062 Email: system.services@elia.be</p> <p><u>Invoicing and payments</u> ELIA SYSTEM OPERATOR NV Lieve Kerckhof Keizerslaan 20 B-1000 Brussels VAT no. BE 476.388.378</p>
<p><b>3 Real-time operations</b></p> <p>National dispatching (Operations) Chaussée de Vilvoorde 126 B-1000 Brussels Tel.: +32 (0)2 382 2383 Fax: +32 (0)2 382 2139 Email: dispatching@elia.be Northern regional dispatching office (Noord)</p> <p>Southern regional dispatching office (Zuid)</p>
<p><b>4 Non real-time operations</b></p> <p>National dispatching (Duty) Chaussée de Vilvoorde 126 B-1000 Brussels Tel.: +32 (0)2 382 2308 Fax: +32 (0)2 382 2139 Email: dispatching@elia.be</p>
<p><b>5 Analysis and preparation of tests</b></p> <p>Peter Van Meirhaeghe Vilvoordselaan, 126 1000 Brussels Tel.: +32 (0)2 240 53 69 Email: peter.vanmeirhaeghe@elia.be</p>

For the generator:

<b>6 Contract monitoring</b>
<b>7 Invoicing and payments</b> 1.1 Settlement  1.2 Invoicing and payments
<b>8 Real time (24h/24h)</b>
<b>9 Non real-time operations</b>

### ANNEX 3: BOOKING STRUCTURE

<b>Auxiliary service</b>	<b>Remuneration</b>	<b>Booking reference</b>
Black Start	Base price	900101
	Reduction for outages	900102



## **ANNEX 4 – TECHNICAL CHARACTERISTICS OF THE BLACK START GENERATING UNITS**

This Annex shall be completed based on the information provided in the technical questionnaire during the tender process