

## General Framework for the R3 Non-Reserved Service by Non-CIPU Technical Units

Update June 2018

Between

**ELIA SYSTEM OPERATOR N.V.**, a company established under Belgian law with head office at Keizerslaan 20, B-1000 Brussels, company registration number 476.388.378, and represented by **Patrick De Leener** and **Chris Peeters**, authorised signatories;

Hereinafter referred to as "ELIA",

and

Company name:	XXX
Address head Office:	XXX
V.A.T. number :	XXX
Represented by:	XXX

Hereinafter referred to as the "BSP"

ELIA and the BSP are hereinafter referred to as "The Parties".

*Disclaimer: This version of the General Framework for Tertiary Control Non-Reserved Power Service (Hereinafter referred to as "General Framework R3 Non-Reserved") replaces the previous version of the the General Framework for Tertiary Control Non-Reserved Power Service valid between 1/06/2018 and 31/12/2018 between the Parties (Hereinafter referred to as "Initial General Framework R3 Non-Reserved").*

*All auctions organized as from //2018 and the resulting contracted volumes are subject to this General Framework R3 Non-Reserved.*

*BSPs who did not have an initial General Framework R3 Non-Reserved with ELIA, have to sign this version only as it replaces the initial version.*

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**WHEREAS:**

ELIA is responsible for the operation of the ELIA Grid over which it has a property right or at least a user right;

ELIA has been appointed as transmission grid operator, in accordance with the law of 29 April 1999 concerning the liberalisation of the electricity market and supervises the safety, reliability and efficiency of the Transmission Grid;

The BSP has the requisite Delivery Points and/or has an agreement with one or more Grid User(s) who have the required Delivery Point(s) to provide the Service to ELIA, the purpose of which being to restore the balance between supply and demand for active power within the Control Area, in accordance with Articles 249 et seq. of the Grid Code and in this way to participate in the Service;

The present General Framework for the Service lays down the mutual rights and obligations of ELIA and the BSP in relation to the provision of Tertiary Control Non-Reserved Power within the Control Area.

IT IS CONSEQUENTLY AGREED AS FOLLOWS:

## 1 Definitions

Access Point(s)	An Injection Point and/or an Off-take Point to the Elia Grid or the Distribution Grid;
ARP (“Access Responsible Party”)	Any natural person or legal entity listed in the Register of Access Responsible Parties in accordance with the Federal Grid Code. Also referred as Balance Responsible Party or “BRP”;
Access Responsible Party associated with a BSP or “ARP <sub>BSP</sub> ”	The Access Responsible Party responsible for the allocated energy volumes requested by Elia to the BSP, for the duration of the service activation, in its balancing perimeter; and, in the case of Transfer of Energy, also for the delivered energy as a result of a Transfer of Energy in its balancing perimeter;
“ARP <sub>source</sub> ”	The Access Responsible Party that has in its portfolio the access point of the final client;
ARP Contract	The contract concluded between ELIA and an ARP in accordance with Articles 150 and 151 et seq. of the Grid Code;
Award Criteria	The principles applied by ELIA when retaining Energy Bids;
Bidding Obligations	The obligations to be respected by the BSP when submitting Energy Bids;
Balancing Rules	A document, validated by the CREG, describing the market operation rules for the compensation of quarter-hourly imbalances, pursuant to Article 159§1 of the Grid Code;
Balancing Services	As defined in article 2 (3) of the Electricity Balancing Guideline;
Balancing Service Provider or “BSP”	Any natural person or legal entity, as defined in article 2 (6) of the Electricity Balancing Guideline, and with whom ELIA has concluded the present General Framework Agreement to provide Balancing Services;
CDS Metering Technical Info Checklist	Report demonstrating that minimum metering requirements for the metering facility at a CDS Delivery Point set by ELIA are fulfilled;
CIPU Contract	The contract for the coordination of injection of Production Units concluded with ELIA in respect of art 198 of the Grid Code;

Closed Distribution System or “CDS”	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 Operator or “CDSO”	A natural or legal person appointed by the relevant authority as the operator of the Closed Distribution System;
Contract with Valorization of the Deviation	Contract by which the Supplier valorizes the Deviation between the nomination and the final position;
Control Area	The area in which ELIA controls the permanent balance between demand and offer of electricity, taking into account the exchanges of active power with the control areas of other transmission system operators;
CREG	The federal regulatory authority of gas and electricity markets in Belgium;
Delivery Period	The timeframe in which the Service has to be made available to ELIA;
Delivery Point	<p>A point on an electricity grid or within the electrical facilities of a Grid User where a balancing service is delivered – this point is associated with a metering that enables ELIA to control and assess the delivery of the Service.</p> <p>A Delivery Point may be:</p> <ul style="list-style-type: none"> <li>- an Access Point connected to the Elia Grid;</li> <li>- an Access Point connected to the Distribution Grid;</li> <li>- another point within the electrical facilities of a grid user downstream of an Access Point connected to the Elia Grid (hereinafter referred to as "Submetering Delivery Point" );</li> <li>- another point within the electrical facilities of a grid user downstream of an Access Point connected to the Distribution Grid (hereinafter referred as "DSO Submetering Delivery Point");</li> <li>- a point within a CDS connected to the Elia Grid (hereinafter referred to as "CDS Delivery Point" );.</li> </ul> <p>A list of the Delivery Points for the delivery of the Service for a given Delivery Period is agreed between ELIA and the BSP as described in 3.8;</p>

Distribution Grid	The electricity distribution system for which the Distribution System Operator has proprietary rights or at least user or operating rights and for which it is the designated Distribution System Operator as licensed by the Regional Regulator or the competent regional authorities;
Distribution System Operator or “DSO”	A natural personal or legal entity appointed by the designated Regional Regulator or regional authority, who is responsible for the exploitation, the maintenance and, if necessary, the development of the Distribution Grid in a certain zone and, where applicable, for its interconnectors with other systems and who is responsible of guaranteeing the long-term ability of the Distribution Grid to meet reasonable demands for electricity distribution;
Electrical Zone	The ELIA Grid is divided into ten zones: 380, Hainaut East, Hainaut West, Langerbrugge East, Langerbrugge West, Ruien, Merksem, Stalen, Liège and Schaerbeek. Those areas are represented by a colour that indicates the options with regard to production changes (red: no changes allowed; green: changes allowed);
Elia Grid	The electricity grid to 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 and local transmission system operator;
Energy Bid(s) or “Bid(s)”	A number of combinations of offered volumes (in MW) in combination with a price offer (€/MW/h) to provide Tertiary Control Non-Reserved Power and number of quarter-hours for which it can be activated;
Energy Remuneration	Remuneration for Tertiary Control Non-Reserved Power Requested. The remuneration will be calculated on a monthly basis taking into account all Delivery Periods within the Month;
ENTSO-E	European Network of Transmission System Operators for Electricity;
Flexibility Service Provider or “FSP”	As defined in article 2, 64° of the Electricity Law. If the FSP proposes Balancing Services, it takes the role of Balancing Service Provider (BSP), as defined in article 2 (6) of the Electricity Balancing Guideline;
Gate Closure Time	The latest moment at which an Energy Bid can be submitted for a given Delivery Period as described in Annex 10;
General Framework	The present general contractual framework for the provision of the Service between ELIA and the BSP;

General Terms & Conditions	The General Conditions governing ancillary services at the time an Energy Bid is made, valid for the applicable Delivery Period. At the moment of the signature of the General framework, this is the version of 13/05/2013. All references in the General Framework are made based on this version;
Grid Codes	The Federal Grid Code and the 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;
Federal Grid Code	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;
Grid User Concerned	The natural person or legal entity connected to the Elia Grid or to a CDS or the Distribution Grid as producer or consumer at a Delivery Point;
Grid User Declaration	Official declaration of the Grid User that he agrees with the clauses as specified in Annex 3;
Headmetering	Measurement of electrical energy associated with the Access Point as determined by ELIA, or the DSO (for the Distribution Grid), by means of one or more meters installed by ELIA for the ELIA Grid and the DSO for the Distribution Grid (hereinafter referred to as "Headmeter(s)");
Injection	The injection of active power at an injection point directly connected to the Elia Grid or the Distribution Grid, excluding those injection points that supply a Closed Distribution System;
Joint Arrangement on activation of Tertiary Control Non-Reserved Power or "Opt Out Arrangement"	Arrangement, according to which the BSP, the $ARP_{BSP}$ , the $ARP(s)_{source}$ and Supplier(s) of a Delivery Point jointly agree to settle amongst them all consequences linked to an activation of Tertiary Control Non-Reserved Power. A proof of this joint arrangement is to be provided via Annex 3;
Month	Period starting at 0:00 hrs the 1 <sup>st</sup> of the month until 24:00 hrs the last day of the month;
Non-CIPU Technical Unit	A Technical Unit that is not undertaken in a valid CIPU Contract being technically capable of making available and supplying the concerned Service through a Delivery Point;
Open Qualification Procedure	A qualification procedure in which prospective BSPs are screened based on criteria set by ELIA in a publication on <a href="http://ted.europe.eu">ted.europe.eu</a> ;

Opt Out	Situation in which all aspects linked to the Transfer of Energy (i.e. volume, price and contractual modalities, including eventual financial guarantees) are explicitly settled in a joint arrangement signed by the BSP, Supplier and corresponding ARP(s). In case all concerned parties are the same entity, this is considered as an implicit Opt Out.
Power measured (or "Pmeasured")	The active power measured at a physical location connected to the Elia Grid or the Distribution Grid at a certain voltage level (sum of offtake and injection). Net consumption from the Elia Grid is considered as a positive value, net injection into the Elia Grid is considered as a negative value;
Prequalified Power (or "PQP")	Quantity of power (expressed in MW) per Delivery Point connected to the Distribution Grid that is prequalified by the DSO concerned;
Procedure For BSP Acceptance	Procedure for which the BSP must fulfil all conditions as described in Annex 2 in order to participate in the Service;
Procedure For Delivery Point Acceptance	Procedure for which the Delivery Point must fulfil all conditions as described in Annex 3 in order to participate in the Service;
BSP-DSO Contract	An agreement between the BSP and DSO allowing the BSP to provide the Service to ELIA with the Delivery Points listed in this agreement;
Quarter-hour	Period of 15 minutes. The first quarter-hour of each hour begins at the beginning of the hour;
Reference Power (R3NRref)	The maximal upwards or downwards Tertiary Control Non-Reserved Power that a BSP can activate at a Delivery Point. This value is confirmed jointly with the Grid User in the Grid User Declaration referred to in Annex 3. For DSO Delivery Points, R3NRref is considered equal to the PQP whether it be in the upwards or downwards direction;
Strategic Demand Reserve (or "SDR")	Supply of strategic reserves by means of demand as foreseen in article 7quinquies §2,1° of the Electricity Law and as defined in the contract for SDR;
Submetering	Measurement of the electrical energy consumed or injected by equipment or processes by means of one or more meters (hereinafter referred to as "Submeter(s)") situated downstream of the Headmeter(s);
Supplier	Any natural or legal person selling electricity to one or more Grid Users. The Supplier sells or produces himself the energy



sold to the final clients;

Technical Unit	A facility (part of CIPU Contract or not) connected within the Control Area of ELIA, able to provide balancing services to ELIA
Tertiary Control Non-Reserved Service by Non-CIPU Technical Units (or "Service")	The Tertiary Control Non-Reserved Service that is governed by the present General Framework, comprising at least the following: <ul style="list-style-type: none"> <li>- the submission of Energy Bids; and</li> <li>- the complete or partial activation of these Energy Bids in accordance with the provisions of the present General Framework;</li> </ul>
Tertiary Control Non-Reserved Power Requested (or "R3NR <sub>Req</sub> ")	The quantity of the Service to be supplied by the BSP in relation to the present General Framework for a certain quarter-hour as calculated in Annex 11, expressed in an average power [MW] during a quarter hour;
Tertiary Control Non-Reserved Power Supplied or R3NR <sub>Sup</sub>	The quantity of the Tertiary Control Non-Reserved Power physically supplied by the BSP, expressed in an average power [MW] during a quarter hour;
Tertiary Control Non-Reserved Power (or "R3NR")	A quantity of the Service expressed in MW;
Tertiary Control Power by non-CIPU Technical Units	The service described by the general framework for tertiary control power by non-CIPU technical units;
Transfer of Energy or "ToE"	As defined in article 19bis §2 of the Electricity Law;
Transfer Price by Default	The result of the formula for the determination of the transfer price, in case of lack of agreement between the BSP and the Supplier, fixed by the CREG in application of the article 19bis §3 of the Electricity Law
ToE Rules	A document, validated by the CREG, describing the rules for the organization of the Transfer of Energy in accordance with article 19bis §2 of the Electricity Law
Week	Period starting at 0h00 Monday morning until 24h00 hrs the next Sunday.

## **2 Conclusion of the General framework and application of the General Terms & Conditions**

- 2.1. The BSP makes its best efforts (not being unreasonable), by signature of this General framework, to participate in the bidding for the Service throughout the validity period of the General Framework, i.e. from General Framework signature date to 31/12/2018 and in case of a retained Energy Bid for a Delivery Period, to provide the Service throughout this Delivery Period.
- 2.2. The performance of the General Framework is governed by the General Terms & Conditions. Any update of the General Terms & Conditions will be done in accordance with chapter 10.
- 2.3. The clauses of the General Framework will be supplemented by the General Terms & Conditions. If there is a contradiction between the General Framework and the General Terms & Conditions, the General Framework shall take precedence.
- 2.4. The BSP declares that he has received a copy of the General Terms & Conditions and that he accepts them. The BSP hereby renounces his own general terms & conditions, special or otherwise, regardless of the time when they were remitted or the form of their remittance.
- 2.5. The terms and conditions of the General Framework related to the Transfer of Energy are supplemented by the ToE Rules. In case of discrepancy between the ToE Rules and the General Framework, the ToE Rules shall take precedence.
- 2.6. The Annexes to the General Framework form an integral part of the General Framework. Any reference to the General Framework will include the Annexes, and vice-versa. If there is a conflict of interpretation between an Annex of the General Framework and one or more provisions of the General Framework, the provisions of the General Framework shall take precedence.

## **3 Conditions for participation in the Service**

### **3.1. General contractual conditions for the BSP**

The present General Framework will come into force subject to the following conditions:

- The BSP complies with the qualification conditions set forth in the Open Qualification Procedure as those are mentioned in the call for candidates published on <http://ted.europa.eu> concerning the Service.
  - The BSP has contracted a valid ARP contract with ELIA and is registered in the ARP register of ELIA OR is associated with a ARP<sub>BSP</sub> having contracted a valid ARP contract with ELIA. In the latter case, the BSP communicates to ELIA the name of the ARP<sub>BSP</sub> associated to him through the template in Annex 2. In absence of a valid designation of ARP<sub>BSP</sub>, the General Framework is suspended until a new ARP<sub>BSP</sub> has been designated;
  - A financial guarantee as specified in article 3.10 has been provided to ELIA for all Delivery Point(s) for which Transfer of Energy applies.
- 3.2. The Parties shall ensure that the proper performance of this General Framework is always based on the existence and proper performance of the requisite contractual agreements with third parties involved.

- 3.3. ELIA is entitled to evaluate, at any time during the validity period of the General Framework, whether the BSP complies with the conditions mentioned in 3.1. For the avoidance of doubt, this does not entail any right for ELIA to physically access the BSP's assets but without prejudice to any other regulation, i.a. under the Grid Code, regarding access to grid users' connection installations. Also, ELIA has the right provided that the Grid User has given its explicit authorization to physically access the Grid User's installations for verification of the Submetering installation given by the grid user as stipulated in 6.5.
- 3.4. If the BSP no longer complies with conditions in 3.1, ELIA will notify the BSP via a registered letter. If after 15 working days upon this notification the BSP remains non-compliant with these conditions, the General framework will be terminated without prior approval by a court of law in accordance with the terms of Article 11 of the General Terms & Conditions. This implies, after termination, if the BSP wants to offer the Service, he must re-apply via the Open Qualification Procedure and sign a new General framework with ELIA, subject to compliance with said conditions.
- 3.5. For the avoidance of doubt, the Parties are aware of the mutual relationships that exist between the present General framework, other ancillary service contracts, the SDR and SGR contract(s), the ARP Contract(s) and the Connection and Access Contract(s) with ELIA and/or the DSO concerned, as each of them is an essential constituent of the means that ELIA uses to ensure the safety, reliability and efficiency of the ELIA Grid. The observance of the rules set out in the aforementioned contracts is necessary for the proper implementation of the present General framework.
- 3.6. Once the General framework is signed and before submitting a Bid, the BSP must successfully complete the following elements of the Procedure for BSP Acceptance :
- the communication test as specified in Annex 2B;
  - the simulation test as specified in Annex 2C.

The communication test is organized to test and verify the technical capacity of the BSP to successfully perform all real-time communications as described in Annex 2A.

The simulation test will be organized to test and verify the technical capacity of the BSP to comply with the procedure for offering and delivering the Service as described in Annex 2B and also to deliver an offered volume according to principles described in Annex 7. The simulation test will not be considered as an activation as described in the General framework.

The simulation test is realized upon the BSP's request and is organized by ELIA within 10 working days from the day the request is submitted and according to dispositions in Annex 2. All costs linked to the simulation test are borne by the BSP.

The general liability regime organized by Article 4 of the General Terms & Conditions is applicable to the BSP during both tests.

- 3.7. If it is confirmed during the validity period of the General Framework that the BSP is no longer able to follow the procedure for offering and delivering the Service as under Annex 2, ELIA has the right to request a new simulation and/or communication test and reserves the right to suspend the contract until a new test is succeeded by the BSP.

3.8. Delivery Points conditions

The BSP and ELIA agree on the pool of Delivery Points that the BSP declares technically capable of providing the Service in respect with all conditions set forth in the present article. For a Delivery Point to be considered in the BSP's Pool, following conditions must be satisfied:

- The Delivery Point cannot be a part of another contract for ancillary services with a different BSP.

- The Delivery Point cannot be a part of another ancillary service contract except for Frequency Containment Reserve by Non-CIPU resources and Tertiary Control Power by Non-CIPU Technical Units nor can the Headmeter upstream of the Delivery Point be part of another ancillary service.
  - If the BSP wishes to offer the Service along with Tertiary Control from Non-CIPU Technical Units on the same Delivery Points he may do so only if all Delivery Points contained in Annex 1 are also contained in a valid general framework for Tertiary Control from Non-CIPU Technical Units;
  - The Delivery Point cannot be a part of a Strategic Demand Reserve nor Strategic Generation Reserve contract, nor can the Headmeter upstream of the Delivery Point be part of a Strategic Demand Reserve or Strategic Generation Reserve contract.
  - ELIA reserves the right to disqualify a Delivery Point if the participation of the Delivery Point in the Service jeopardizes the ELIA Grid security in the Belgian Control Area.
  - The BSP declares that the Delivery Points are related to Access Point(s) included in valid Access Contract(s) and are in the Perimeter of an ARP having a valid ARP Contract.
  - As part of the Procedure For Delivery Point Acceptance described in Annex 3 the BSP must:
    - Provide all information requested in Annex 1;
    - Provide a Grid User Declaration as specified in Annex 2B;
    - If applicable provide a proof that the BSP has entered into an Opt Out Arrangement with the Supplier(s), the ARP(s)<sub>source</sub> and the ARP<sub>BSP</sub> as per format in Annex 3;
    - In all other cases, the Transfer of Energy will be of application and it will be required for the concerned Delivery Point(s):
      - The yearly average net offtake of the Delivery Point must be positive as specified in article 10.2 of the ToE Rules;
      - A proof of the existence of an agreement between the BSP and the Supplier(s) for the transfer price as per format in Annex 3;
- OR
- A CREG Decision authorizing BSP and Supplier(s) the use of the Transfer Price by Default
- In case of Submetering Delivery Points:
    - successfully complete a Submeter commissioning test as specified in Annex 3E, or have succeeded one in the last 5 years;
    - provide technical documents mentioned in Annex 3D.
  - In case of Delivery Points within a CDS:
    - provide a CDSO Declaration as specified in Annex 3F.
    - provide a CDSO Collaboration Agreement as specified in Annex 3G.
    - provide a CDS Metering Technical Info Checklist as specified in Annex 3D;

- Submeter(s) on Submetering Delivery Points must be compliant and must be able to communicate metering data in accordance with the technical requirements in Annex 4 and Annex 5.
- In case of a new Submetering Delivery Point, or a Submetering Delivery Point whose data communication with ELIA has been interrupted or if no Submeter commissioning test has been performed in more than 5 years, the BSP needs to successfully complete a Submeter commissioning test as specified in Annex 3E. The general liability regime organized by Article 4 of the General Terms & Conditions is applicable during this test.
- If a certain Delivery Point is already validly included in a pool providing the Tertiary Control by non-CIPU Technical Units Service, the BSP only needs to provide to ELIA the additional information that are proper to Tertiary Control Non-Reserved Power which are the following:
  - $R3NR_{ref}$  upwards and/or downwards through a Grid User Declaration. If the Grid User Concerned has already supplied a Grid User Declaration for Tertiary Control Power by Non-CIPU Technical Units, this value can be communicated by simple email coming from the Grid User;
- The agreed list of Delivery Points may be updated under the following conditions:
  - The changes must be notified to ELIA by submitting an updated list according to Annex 1 (only for Delivery Points connected to the Elia Grid, Submetering or CDS Delivery Points) via e-mail to contracting\_AS@elia.be;
  - At the moment of the notification, the Delivery Points must respect all applicable conditions set in Article 3.8;
  - ELIA will accept or reject by e-mail the updated list at latest 5 working days after reception of notice.
  - The updated list of Delivery Points becomes effective at the beginning of the Month following the notification of acceptance by ELIA.

The BSP should take into account that in some cases, such as for Submetering Delivery Points, the installation of the equipment and the Procedure for Acceptance might extend to several weeks. It is the responsibility of the BSP to take into consideration the time period necessary for technical integration and ensure that the Delivery Point is operational at the agreed moment.

- All Delivery Points in this list must comply with the metering requirements set forth in Annex 4.

### 3.9. Conditions specific for the Delivery Points Connected to the DSO grid

- The BSP and the DSO agree, in a contract on a list of Delivery Points connected to the DSO grid and the BSP declares that all these listed Delivery Points connected to the DSO grid are technically capable of providing the Service.
- The list of DSO connected Delivery Points is provided by the DSO to ELIA. ELIA will only consider this list; in particular for monitoring of Tertiary Control Non-Reserved Power Supplied, as per Art. 6.11. The BSP keeps ELIA informed of the latest list of DSO connected Delivery Points for informative purposes only.
- For Delivery Points connected to the DSO grid, the associated  $R3NR_{ref}$  of each Delivery Point is equal to the DSO Prequalified Power.

### 3.10. Financial guarantee of BSP.

Rules for the financial guarantee of BSP for Transfer of Energy are defined in the Decision CREG (B) 1677 of 15 March 2018. In case of discrepancies between the present General Framework and the Decision CREG, the latter shall prevail.

#### Field of application

The BSP will have to provide to ELIA a financial guarantee under the form of a bank guarantee in the form of Annex 13 in case the BSP is willing to provide the Service with Delivery Point(s) with Transfer of Energy.

This bank guarantee aims to secure the payment obligations of the BSP vis-à-vis the Supplier(s), therefore the beneficiary(s) of this bank guarantee are the Supplier(s) with whom the BSP enters in relation for Transfer of Energy.

The bank guarantee will have to cover all Suppliers in whose portfolio the BSP is active within a market situation of transfer of energy.

The Transfer of Energy will apply as of the first of the month following the date of the reception by ELIA of such bank guarantee.

#### Requirements of bank guarantee

The bank guarantee will have to be issued by a financial institution with a minimum rating “BBB”, issued by Standard & Poors or a minimum rating “Baa2”, issued by Moody’s Investor Service.

In case the financial institution that issued the bank guarantee loses the minimum rating, the BSP delivers within 20 working days after the loss of the rating of the first financial institution a new guarantee provided by another financial institution that meets the condition.

#### Duration of bank guarantee

The bank guarantee has a minimum duration of one (1) calendar year.

Before the expiry date of the original bank guarantee the BSP will provide ELIA, within at least 30 days, with proof that the financial institution has extended the terms of the bank guarantee, without any change, or a new bank guarantee that meets all the conditions of this article.

#### Minimum amount of bank guarantee

The formula for the calculation of the minimum amount of the bank guarantee is specified in Annex 12.

The BSP is responsible to ensure that the bank guarantee is continuously equal or higher than the minimum amount specified in Annex 12.

As of the second month of the entry into force of the legal relation between ELIA and the BSP in the frame of the Transfer of Energy, ELIA will check within the first 5 calendar days of every month whether the bank guarantee is compliant.

#### Consequences of non-compliance

If during the checks ELIA finds that the bank guarantee is not compliant with Annex 12 or any other obligation related bank guarantees, ELIA will suspend with immediate effect, the legal relation with BSP for Transfer of Energy via registered letter. This suspension includes the participation to any auction related to Transfer of Energy.

ELIA will also inform all Supplier(s) with whom the BSP has a relation for the Transfer of Energy.

ELIA may terminate the legal relation with BSP for Transfer of Energy, in case the BSP does not provide a compliant bank guarantee within the 10 working days after reception of the registered letter.

In case the BSP provides a compliant bank guarantee and no termination has taken place, ELIA will end the suspension at the latest 5 working days after reception of proof of compliance from BSP to ELIA.

#### Call of bank guarantee

In order to call the bank guarantee, the Supplier(s) will have to send a written request to this effect to ELIA that in response will communicate to the Supplier(s) the identity and the contact details of the issuing financial institution of the bank guarantee.

The request of execution to the financial institution is also made by means of a written request. The amount subject to the call remains blocked in the hands of the issuing financial institution until a final and binding judicial or arbitral decision is submitted to that institution, condemning the BSP to payment of a sum of money for the benefit of the Supplier(s).

Each supplier shall benefit from the bank guarantee only in proportion to the amounts owed to them in the principal by the BSP covering his position vis-à-vis of the Supplier(s) during a rolling four-month period as of the first month on which a first unpaid took place.

## **4 Procurement of the Service**

- 4.1. Within the framework of this General Framework, ELIA will procure the Tertiary Control Non-Reserved Power Service.
- 4.2. Procurement of the Service consists of the bidding procedure (as defined in Annex 10) and activation (as defined in Chapter 5).
- 4.3. The Service will be procured from BSPs with a valid General Framework and with at least 1 MW of prequalified volume in the way described in Annex 2C.
- 4.4. The total volume to be procured by ELIA is determined continuously according to its needs for balancing the ELIA Grid.
- 4.5. The bidding process, bidding obligations, consequences of any non-respect, along with award criteria are described by ELIA in Annex 10.
- 4.6. Rules for activation of Energy Bids are described in Annex 10.

## **5 Provision of the Service**

### Activation

- 5.1. When activating an Energy Bid, ELIA will activate part or all of the volume indicated by the BSP in its Bid. ELIA remunerates the BSP designated for the concerned Delivery Points only for provision of the Tertiary Control Non-Reserved Power Requested as calculated in Annex 11.
- 5.2. The volume activated as mentioned in Article 5.1 must be activated in respect with Annex 10.
- 5.3. When an activation occurs for a certain Delivery Point :
  - ELIA and/or the DSO will perform ex-post calculations in order to determine the Tertiary Control Non-Reserved Power Supplied. These calculations are performed as described in Annex 7 and with respect to the confidentiality of the concerned data;
  - ELIA will communicate on a monthly basis the Tertiary Control Non-Reserved Power Supplied per quarter hour per Delivery Point to the BSP as stipulated in Annex 7;
- 5.4. In case of activation the BSP undertakes the performance of information exchanges described in Art. 6.7.
- 5.5. During one single activation, ELIA can change the quantity of volume activated while respecting the prolongation conditions set by the BSP as also stipulated in Annex 10.



- 5.6. The BSP undertakes to deliver a precise quantity of the Service. If the calculated Tertiary Control Non-Reserved Power Supplied is inferior to the  $R3NRS_{up\_min}$  (as calculated in Annex 7) the rules described in 8.3 and 8.4 apply.
- 5.7. The maximum duration of a single activation plus prolongations is either 1, 2 or 3 quarter hours as indicated in the Energy Bid or an unlimited number of quarter hours (marked as 4 in the Energy Bids). In case the BSP wants to limit the activation duration to a number of quarter hours larger than 3, the BSP must modify his bids upon activation.
- 5.8. An activation of the Service must (respectfully for an activation in the upwards/downwards direction) have an overall effect of either reducing (increasing) net offtake or increasing (decreasing) net injection at the level of the Access Point compared to usual practice. In case of reasonable doubt, ELIA reserves the right to request more information from the BSP; if ELIA establishes that the above clause is not respected ELIA reserves the right to suspend the concerned Delivery Point(s) from Annex 1. This suspension becomes valid from the moment of notification by ELIA.

## **6 Exchange of information, record and monitoring of the Service**

- 6.1. All metering data will be collected, treated and validated for all Delivery Points as described in Annex 4.
- 6.2. The BSP hereby agrees that metering data coming from Delivery Points on the ELIA Grid, the CDS Operator for Delivery Points within a CDS, the DSO for Delivery Points within the Distribution Grid or from Submetering Delivery Points, as mentioned in Art.6.1, will be used as the basis for settlement as specified in chapter 8.
- 6.3. For DSO-grid connected Delivery Points, the data (metering data and contractual data) used to determine the Tertiary Control Non-Reserved Power Supplied is based on the data provided by the DSOs.
- 6.4. If ELIA has not received the metering data of a Delivery Point 30 calendar days after an activation, this non-measured volume is considered as non-valid and is not taken into account for the calculation of the effective Tertiary Control Non-Reserved Power Supplied by the BSP, even if this creates an imbalance in the balancing perimeter of the concerned ARP. In case the metering data are available locally in the internal memory of the Submeter(s), the BSP may request to use them by making a request to ELIA who shall intervene to retrieve the data and seal the Submeter(s) again. If the problem regarding the meter(s) of the Delivery Point is not solved within a delay of 30 calendar days, this Delivery Point is suspended from Annex 1 until the BSP is at measure (by undergoing a new Submeter commissioning test if needed) to communicate the metering data in respect of contractual dispositions.
- 6.5. A new Submetering Delivery Point must succeed a Submeter commissioning test as part of the validation procedure to be able to participate in the provision of the Service. After the conclusion of a successful Submeter commissioning test ELIA will seal the Submeter(s) according to provisions in Annex 5C, unless if exceptional technical reasons do not allow its sealing. Should such reasons exist, the Grid User Concerned must sufficiently motivate them through the Grid User Declaration.



- 6.6. In cases where Art. 6.5 is of application, it is the responsibility of the BSP to ensure that the data transmitted to ELIA are correct. Also in this same case and in order to ensure the correctness of the transmitted metering data, ELIA reserves the right to perform (or ask a third party to perform) necessary verifications during the contractual period; in this event the Grid User Concerned must facilitate the said verifications by all possible means. Should these verifications prove the transmitted metering data to be incorrect, ELIA will notify the BSP by registered letter and will request that an explanation be provided by registered letter within 7 calendar days starting from notification; in the absence of an answer or in case the explanation for the said deviations does not suffice to prove that the BSP has made his best effort to provide correct data to ELIA, the Delivery Point Concerned will be immediately suspended from Annex 1 of the present General Framework until a new verification proving the correctness of data is performed by ELIA on demand of the BSP. In case an intentional falsification of data is proven, ELIA reserves the right to take all further action in reclaiming its damage and interests as foreseen by the General Terms & Conditions. Furthermore, in the above event, in accordance with article 66 of the Royal Decree of 16th of July 2012 relative to the award of public contracts, ELIA reserves the right to exclude the BSP from the bidding procedure for Services for an indefinite time period.
- 6.7. The exchange of information for the performance of the General Framework will be executed through real-time communication and off-line communication, as described in Annex 6.
- 6.8. The exchange of information for the performance of the General Framework will be directed to the respective contact persons of the Parties, as these are mentioned in 12.
- 6.9. The BSP can contest the metering data communicated by ELIA to the BSP regarding the Submetering Delivery Points as specified in Annex 4C. Without explicit contestation in within the mentioned delay, the BSP tacitly accepts the metering data communicated by ELIA to the BSP regarding the Submetering Delivery Points.
- 6.10. In case ELIA accepts the motivation for the contestation as in 6.9, the BSP can propose replacement values. ELIA has the final responsibility of the metering data and as such, assess case by case the admissibility of the request for replacing the values.
- 6.11. Record and monitoring of the Tertiary Control Non-Reserved Power Supplied (Activation)
- ELIA will check every month that the quantity of Tertiary Control Non-Reserved Power Supplied by the BSP, during activations of month M-2, meets the contractual requirements under 5.4 of the present General Framework. Said check is performed by calculating the difference between the Tertiary Control Non-Reserved Power Requested and the Tertiary Control Non-Reserved Power Supplied as per the method described in Annex 7.
  - If the Tertiary Control Non-Reserved Power Supplied is deviating from the Tertiary Control Non-Reserved Power Requested, penalties will be applied as foreseen in 8.3 and 8.4.
  - The BSP hereby authorizes ELIA to communicate to the Supplier(s) the aggregated Tertiary Control Non-Reserved Power Supplied for the Delivery Points in the portfolio of the respective Supplier.
  - In addition to the above, only in case of Delivery Point(s) with a Contract with Valorization of the Deviation, the BSP authorizes ELIA to provide to the Supplier(s) the individual Tertiary Control Non-Reserved Power of these Delivery Point(s).

## 7 Remuneration

- 7.1. The remuneration of the Service consists of a remuneration for the Tertiary Control Non-Reserved Power Requested.

7.2. The foreseen remuneration or Monthly Remuneration for the delivery of the Tertiary Control Non-Reserved Power Requested will be calculated on a monthly basis, based on unit prices of the corresponding Energy Bid(s). The remuneration corresponds to the sum of the remunerations for the various selected Energy Bids where the remuneration is for each activated quarter-hour the product of:

- The unit price, in €/MW/h, of the Energy Bid in accordance with Art.4 ;
- The number of MW of said Tertiary Control Non-Reserved Power Requested in accordance with Article 4 and as calculated in Annex 11;

## **8 Penalties for non-performance of the General framework**

8.1. If ELIA notices that for three or more consecutive Energy Bids within a period of 30 calendar days the Tertiary Control Non-Reserved Power Supplied per Delivery Point is significantly (more than 10% or 5MW) lower or higher than the value announced in the second notification by the BSP as per dispositions in Annex 6, ELIA will notify the BSP by simple email addressed to contact persons designated as per Annex 9 and reserves the right to suspend the BSP from the bidding procedure for a period of 5 calendar days starting from the moment of notification.

8.2. ELIA will consider an activation of an Energy Bid as failed in any one of the two events:

- The Tertiary Control Non-Reserved Power Supplied is lower than R3NRsup\_min as defined in Annex 7 for at least one quarter-hour;
- the BSP fails to execute the communications foreseen in Annex 6 (without fault by ELIA);

Subject to the above criterion ELIA will apply penalties foreseen in Art. 8.3 and Art.8.4.

8.3. If ELIA notices that three or more consecutive failed Energy Bid activations as per Art. 8.3 within a period of 30 calendar days, it will notify the BSP by simple email addressed to contact persons designated as per Annex 9 and reserves the right to suspend the BSP from the bidding procedure for a period of 30 calendar days.

8.4. If the BSP is suspended 3 times within a rolling period of a year (365 days) under dispositions of 8.2 or if ELIA notices that the conditions of the Procedure for BSP Acceptance as defined in Annex 4 are no longer met, ELIA reserves its right to suspend the General Framework with the BSP for a certain period of time. In such a case ELIA will notify the BSP by registered letter motivating the BSP's non-compliance; the BSP can dispute ELIA's claim via a registered letter within 15 calendar days starting from the day of reception of the notification by motivating his dispute. The BSP can only be accepted again by successfully demonstrating his compliance with dispositions described in Annex 3 before a certain date to be agreed upon by ELIA and the BSP. This renewal of acceptance is at the expense of the BSP.

## **9 Invoicing and payment**

9.1. Via a joint validation platform or other channel allowing such validation, ELIA will provide the BSP with a report as mentioned in 6.11, at the latest by the end of each calendar month, relating to the record and monitoring of the Service provided by the BSP in month M-2.

9.2. In the aforementioned report, ELIA will communicate to the BSP the delivered volumes per Delivery Point, calculated as per method described in Annex 7.

9.3. Disputes from the BSP regarding the calculated volumes stipulated in 9.2 must be reported within 10 calendar days starting from the day following ELIA's submission of the respective report. Should this occur, the Parties shall enter into negotiations with each other with a view to reaching an agreement in accordance with Article 11 of the General Framework.

9.4. If no agreement can be reached:

- the Parties shall continue their negotiations with a view to reaching an amicable arrangement;
- if no amicable arrangement is reached, the dispute settlement procedure set out in Article 13.2 of the General Terms & Conditions shall apply.

- 9.5. The BSP shall send ELIA's Settlement department (see list of contact persons concerned as described in Article 12) his monthly pro-forma invoice no later than on the 25th (twenty-fifth) of each calendar month M. The pro-forma invoice will include, among other things:
- (a) the Monthly Remuneration for month M-3, calculated as described in Article 7.2. of the present General Framework;
  - (b) the BSP's bank account number to which payment must be made.

9.6. ELIA shall either approve or reject the pro-forma invoice within 5 working days of receiving it. In accordance with the pro-forma invoice, the invoice may only be sent to the Invoicing & Payment department after ELIA has approved the pro-forma invoice.

9.7. Annex 8 includes the appropriation structure to be used by the BSP.

## **10 Modifications to the General framework**

- 10.1. ELIA has the responsibility to have the same General Framework for Tertiary Control Non-Reserved Power for all BSPs.
- 10.2. Therefore, before modifying the General Framework, ELIA will inform all BSPs who have signed a General Framework at least thirty calendar days before its entry into force by means of a proposal for an addendum.
- 10.3. When ELIA does not reach an agreement with one or more parties who have signed a General Framework with ELIA, ELIA can, in order to respect Article 10.1:
- notify all abovementioned BSPs that the General Framework without modifications will apply starting from the date foreseen in Art. 10.2.
  - exclude the BSP if he refuses the addendum from bidding until both Parties agree upon the addendum..
- 10.4. In case of modifications to the General Framework requested by the BSP to ELIA, ELIA will consider these modifications, taking Article 10.1 into account and to implement the changes, will proceed as described in Article 10.2.

## **11 Consultation and disputes**

- 11.1. If there is a dispute or conflict of interpretation between the Parties regarding one of the clauses of the General framework or regarding the implementation thereof, or when application of Article 9 is explicitly organized by the General framework, the Parties shall try to settle their dispute or conflicting interpretation amicably, before resorting to legal action, but with the reserve of all legal means required because of extreme urgency, including in this case summary proceedings in court. The Parties undertake to organize a consultative meeting within 10 days of receiving a registered letter in which the dispute is raised by one of the Parties. If the Parties cannot reach agreement within 30 days of that first meeting the first Party to take action shall take the dispute to court.

11.2. 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.

11.3. This General framework is governed exclusively by Belgian law.

## **12 Contact persons**

12.1. Both parties shall keep the contact details up to date throughout the validity of the General framework, by exchanging the filled out template in Annex 9. These exchanges and updates can be done via e-mail.

12.2. All contacts between the BSP and ELIA regarding the present General framework should take place between the persons designated in Annex 9.

Drawn up in Brussels on \_/\_/\_\_\_ in duplicate, with each Party declaring having received an original copy.

**ELIA SYSTEM OPERATOR S.A.**, represented by:

Patrick De Leener  
Chief Officer Customers, Markets & System

Chris Peeters  
Chief Executive Officer

XXX represented by:

Name:  
Function:

Name:  
Function:

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**ANNEX 1. TEMPLATE FOR THE LIST OF TERTIARY CONTROL NON-RESERVED POWER DELIVERY POINTS**

**Name** [BSP]

**Version:** [date submission BSP]

**Validity Period:** [start] – [end]

In accordance with Article 3.8 the BSP must declare the Delivery Points on which he will deliver the Service.

The Delivery Points must be in respect with all the conditions set forth in Article 3.8 and detailed in Annex 3 of the General Framework.

This list must be presented by the BSP to ELIA and must be agreed between both Parties.

Updates of this list must be exchanged and agreed upon according to dispositions in 3.8 via a dedicated IT platform made available by ELIA, or as a substitution solution via email (both the contracting responsible and contracting\_as@elia.be conform to Article 12 of the General framework). The fact of being listed in the present Annex does not constitute a right of access to the Elia Grid for the said Delivery Points or Access Points.

Important note: for DSO Delivery Points that have an EAN for injection and another for offtake mentioned in the BSP-DSO Contract, ELIA and the BSP will always use in their communication (Energy Bids, real-time notifications among others) the offtake EAN code for sake of simplicity. However, ELIA performs settlement (activation controls and imbalance calculations) considering  $P_{\text{measured}}$  which is always a sum of offtake and injection.

**A. LIST OF DELIVERY POINTS & TECHNICAL DATA (ONLY FOR TSO, SUBMETERING AND CDS DELIVERY POINTS)**

Delivery Point Name	Type (TSO, Submetering, CDS)	EAN <sup>1</sup>	Grid User Concerned	Site Address	Injection/Offtake Flexibility	R3NR <sub>ref</sub> [MW] upwards	R3NR <sub>ref</sub> [MW] downwards	EAN CIPU Unit behind Access Point

<sup>1</sup> This concerns:

- For Delivery Points connected to the Elia Grid : the Access Point's EAN;
- For Submetering Delivery Points: the EAN delivered by ELIA for the Submeter.
- For CDS Delivery Points: the EAN of the metering point used for invoicing by the CDSO as delivered by the CDSO

## ANNEX 2. PROCEDURE FOR BSP ACCEPTANCE

This annex describes the tests to be completed once the General Framework is signed and before the BSP can submit an Energy Bid.

Unless the tests mentioned in the present Annex are fulfilled ELIA will refuse all Energy Bids submitted by the BSP.

Once successful completion of these tests is validated by ELIA, the BSP is deemed able of succeeding such tests at any moment if requested by ELIA.

The BSP shall contact ELIA for the practical organization of the tests described in this Annex.

The tests shall not jeopardize the ELIA Grid security.

The timeline below indicates the different timings to be respected:



### A. ADMINISTRATIVE

The BSP declares to ELIA the ARP<sub>BSP</sub> that will be representing him for the provision of the Service by submitting the following template document completed and signed by the concerned ARP<sub>BSP</sub>:

- “[Company] validly represented by M./Mme [Name] in his/her quality as [Function] (hereinafter “The ARP<sub>BSP</sub>”) hereby confirms to ELIA that he will be representing [Company] validly represented by M./Mme [Name] in his/her quality as [Function] (hereinafter “The BSP”) for the provision of the Tertiary Control Non-Reserved Power Service from \_\_/\_\_/\_\_ to \_\_/\_\_/\_\_ as described in the General Framework for Tertiary Control Non-Reserved Power. The ARP<sub>BSP</sub> also confirms holding a valid ARP contract with ELIA during the period of provision of the Service by the BSP. Any Party of this arrangement has the right to terminate the arrangement unilaterally by simple notification to ELIA and the other Party. Termination of the arrangement will become effective ten working days after reception by ELIA.”



## **B. COMMUNICATION TESTS**

The BSP and ELIA will check together before the start of delivery if following conditions are met:

- The BSP must be able to receive and interpret the signals as defined in Annex 6.
- ELIA may demand to heighten communication security and redundancy for reasons of grid security.
- The BSP can contact ELIA to request a communication test at any moment also proposing a time and date within at earliest 5 working days following his request. At the moment of the request implementation of the BSP must already be accomplished.
- In case that the organization requirements are not fulfilled at any time during validity of the General Framework, ELIA and the BSP will make their best effort to identify the source of the failure and the BSP is expected to solve the source of the failure. The BSP will be suspended from bidding as specified in Article 3.7 for the time necessary for solving the source of the failure.
- Any costs linked to the tests are borne by the BSP;

## **C. SIMULATION TEST**

In order to prequalify for offering the Service, the BSP must simulate an activation of the Service.

The pool of Delivery Points must at the time of the simulation test simulate a full activation in order to prove that he is capable of following the bidding procedure, communicate the required information and deliver the Service.

In this sense:

- Upon request of the BSP, ELIA defines a test window of 24 hours not later than 10 working days from reception of the request;
- During this time the BSP makes an Energy Bid priced at 0€/MW/h for available volumes in his portfolio (or a part thereof) for this period which can be updated until the normal gate closure time (i.e. RT – 45 mins), in respect to the procedure described in Annex 10. ELIA should be able to activate the Energy Bid during normal business hours (8h-18h);
- ELIA chooses when to partially or entirely activate a volume according to the Energy Bid;
- The BSP delivers in line with the latest update of the Energy Bid prior to gate closure time;
- ELIA then decides according to the criteria stated hereby under if the test was deemed successful and will inform the BSP at latest 10 working days after the day of the test.

In case the BSP does not complete the simulation test successfully, ELIA and the BSP will make their best effort to identify the source of the failure and the BSP is expected to solve all issues which lead to and/or stem from the failure in view of performing a new test.

Any costs linked to the tests are born by the BSP. No activation remuneration is paid for the activated Energy Bid.

Criteria of success:

Requirements
1. All steps done without technical problems.
2. A minimum of 1 MW was offered and could be activated by ELIA;
3. The overall volume delivered is within expected limits as per Annex 7.

**ANNEX 3. PROCEDURE FOR DELIVERY POINT ACCEPTANCE****A. JOINT ARRANGEMENT ON ACTIVATION OF TERTIARY CONTROL NON-RESERVED POWER**

“*[Company]* validly represented by M./Mme *[Name]* in his/her quality as *[Function]* (hereinafter “The BSP”);

“*[Company]* validly represented by M./Mme *[Name]* in his/her quality as *[Function]* (hereinafter “The ARP<sub>BSP</sub>”), associated with the BSP towards ELIA according to dispositions of the General Framework of Tertiary Control Non-Reserved Power (hereinafter “General Framework”);

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

“*[Company]* validly represented by M./Mme *[Name]* in his/her quality as *[Function]* (hereinafter “ARP<sub>source</sub> of the Delivery Point(s) concerned”), being a designated ARP for the Delivery Point(s) concerned according to dispositions of the Access Contract;

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

“*[Company]* validly represented by M./Mme *[Name]* in his/her quality as *[Function]* (hereinafter “Supplier of the Delivery Point concerned”), being the designated Supplier for the Delivery Point(s) concerned according to dispositions of the Access Contract;

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

- The Parties authorize the BSP to offer and deliver the Tertiary Control Non-Reserved Power service (hereinafter referred to as “the Service”) to ELIA using all Delivery Point(s) concerned for which the BSP holds a valid Grid User Declaration for the Service.
- ELIA will modify the ARP<sub>BSP</sub> and ARP(s)<sub>source</sub> balancing perimeters as described in the ARP contract and will remunerate the BSP as described in the General Framework. All other effects resulting from an activation of the Service are to be arranged amongst the Parties without any further intervention by ELIA.

**B. AGREEMENT BETWEEN BSP AND SUPPLIER(S) FOR THE TRANSFER OF ENERGY PRICE**

“*[Company]* validly represented by M./Mme *[Name]* in his/her quality as *[Function]* (hereinafter “The BSP”);

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

“*[Company]* validly represented by M./Mme *[Name]* in his/her quality as *[Function]* (hereinafter “Supplier of the Delivery Point concerned”), being the designated Supplier for the Delivery Point(s) concerned according to dispositions of the Access Contract;

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

**C. GRID USER DECLARATION**

ELIA must receive the proof by signature of the Grid User that the Grid User has given its validation to the following clauses:

- “\_\_\_\_\_ validly represented by M./Mme \_\_\_\_\_ in his/her quality as \_\_\_\_\_ (hereinafter “The Grid User Concerned”) hereby gives \_\_\_\_\_ (hereinafter the BSP) permission to enter into a contract with ELIA for the provision of the Tertiary Control Non-Reserved Power Service (hereinafter described as the Service) from \_\_\_/\_\_\_/\_\_\_ to \_\_\_/\_\_\_/\_\_\_ as described in the General Framework for the Tertiary Control Non-Reserved Power Service and using the following Delivery Point(s) :

Delivery Point	EAN	R3NR <sub>ref</sub> upwards	R3NR <sub>ref</sub> downwards

- “The technical means with which the Service will be delivered for each Delivery Point are the following (note: only a short description) :

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- “The Grid User Concerned confirms having been informed by the BSP as to the contents of the General Framework (also published on [www.elia.be](http://www.elia.be)), including the parts relating directly to the Grid User Concerned, and agrees to the conditions described therein.”
- “The Grid User Concerned hereby acknowledges that all given information in this Grid User Declaration is true and accurate. The Grid User Concerned will inform the BSP and ELIA if any of the given information related to his Delivery Point is changing. If ELIA needs additional information in the context of the Service, he will provide them without unreasonable delay.”
- “The Grid User Concerned hereby acknowledges submitting this information for one BSP and that he will participate in the Service with only one BSP at the same time for the concerned Delivery Points.”
- “The Grid User Concerned hereby renounces any possible legal claims that he might invoke against ELIA because of the implementation of the General Framework for Tertiary Control Non-Reserved Power. The Grid User Concerned moreover holds ELIA harmless from any legal claims that might be instituted by a third party due to the implementation by ELIA of the General Framework for Tertiary Control Non-Reserved Power.”
- “The Grid User Concerned explicitly mandates ELIA to send to the BSP and concerned Supplier the 15 min metering data regarding the EANs of my Delivery Point for as long as he will participate in the Service. He will provide to ELIA all relevant information about the resources with which the Service is provided in case of lack of metering data or in case of contestation in the framework of the General Framework with ELIA.”
- “The Grid User Concerned hereby acknowledges that an Access Contract holder having signed a valid Access Contract with ELIA has been designated for this Delivery Point as well as an ARP and a Supplier (designated in Annex 3 of the Access Contract).”
- “IF RELEVANT - “The Grid User Concerned hereby declares that he will use the metering equation that is described in the document “Submeter Technical Info Checklist” concerned and that is valid for the normal exploitation topology behind the Access Point.”
- “IF RELEVANT - “The Grid User Concerned hereby acknowledges that there is no possibility to seal the Submeter(s) of his Submetering Delivery Point(s) for the following technical reasons:

- ”
- “The Grid User Concerned recognizes the possibility for ELIA to control (or let control) anytime the metering installations of the Delivery Point.”

#### **D. TECHNICAL DOCUMENTS**

The technical requirements for Submeters are described in Annex 4 and Annex 5. For a new Submetering Delivery Point to be able to participate in provision of the Service the BSP supplies ELIA with the following documents:

- Single-line diagram on which the location of the Submeters are marked;
- The metering equation used to constitute the Delivery Point;
- Precision control certificate of the meter as required in Annex 5;

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

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

#### **E. CDS METERING TECHNICAL INFO CHECKLIST (ONLY FOR CDS DELIVERY POINTS)**

The BSP provides the CDS Metering Technical Info Checklist for all CDS Delivery Points. The aim of this document is to prove that the metering installations meet the requirements imposed by ELIA in Annex 4.

The CDS Metering Technical Info Checklist template document can be requested via email to [contracting\\_as@elia.be](mailto:contracting_as@elia.be) or can be obtained through ELIA's website ([www.elia.be](http://www.elia.be)). Upon submission of the completed document for a certain CDS Delivery Point the BSP will also include all documents required in the template.

#### **F. SUBMETER COMMISSIONING TEST**

The technical requirements and procedures of the Submeter commissioning test are described in the standard offer that ELIA will make for the installation of a Submetering solution and which can be obtained upon request via email to [wiovdsupport@elia.be](mailto:wiovdsupport@elia.be).

All new Submetering Delivery Points must pass the Submeter commissioning test performed by ELIA.

**G. CDSO DECLARATION**

ELIA must receive the following document signed by the CDS Operator :

- At latest 30 calendar days before delivery of the Service if the CDSO has not signed a CDSO Collaboration Agreement with ELIA in the past;
- At latest 5 working days before delivery of the Service if the CDSO holds a valid CDSO Collaboration Agreement with ELIA applicable for the time of delivery;

**Declaration by a Closed Distribution System Operator**

With this declaration, [••••], a company incorporated under [••••] law, enterprise number [••••], with registered office at [••••], validly represented by Mr [••••] and Mr [••••], respectively in their capacity as [••••] and [••••], identified for the purposes hereof as **'the Closed Distribution System Operator'**, hereby grants

**permission for** the Delivery Point identified below, which is part of its Closed Distribution System and the power measured of which the Closed Distribution System Operator meters, **to participate** in the service for the delivery of Tertiary Control Non-Reserved Power (hereinafter described as the Service) for the period [••••], organised by ELIA, as defined in the General Framework for Tertiary Control Power Non-Reserved Power that is also published on the ELIA website,

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

In the knowledge that this Delivery Point corresponds fully or partly with the CDS Access Point of [••••], a company incorporated under [••••] law, enterprise number [••••], with registered office at [••••], recognised as a User of the Closed Distribution System that is managed by the Closed Distribution System Operator,

And

Undertakes to conclude a cooperation agreement with ELIA in accordance with the model which can be found on ELIA's website or can be obtained upon request from ELIA and which describes the conditions for exchanging metering data between ELIA and the Closed Distribution System Operator, and to do so prior to the commissioning of the Delivery Point as under the General Framework between ELIA and the BSP.

And

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

Details of the Delivery Point

CDS User	CDS Access Point	Delivery Point Identification (EAN)

Risk of full or partial load transfer (to be described by the Closed Distribution System Operator):

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

And

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

The BSP sends this declaration by ordinary e-mail to the address [contracting\\_as@elia.be](mailto:contracting_as@elia.be), with a copy to the Closed Distribution System Operator.

Done in \_\_\_\_\_, on \_\_\_/\_\_\_/\_\_\_

Signature of the Closed Distribution System Operator:

Name:

Title:

Signature:

**H. SIGNED BSP-DSO CONTRACT (ONLY FOR DSO DELIVERY POINTS)**

Only in case of Delivery Points connected to the DSO grid.

**I. CDSO COLLABORATION AGREEMENT**

As mentioned in 3.8, in order to be taken into account in an effective list of Delivery Points, a CDS Delivery Point must be included in a valid CDSO Collaboration Agreement signed by the concerned CDSO.

The CDSO Collaboration Agreement document describes the conditions for exchanging metering data between ELIA and the Closed Distribution System Operator and can be found on ELIA's website or upon request to [contracting\\_as@elia.be](mailto:contracting_as@elia.be).

**ANNEX 4. GENERAL METERING REQUIREMENTS**

All Delivery Points must have one or several meter(s) installed that meet the minimum requirements stated in the present Annex.

**A. GENERAL METERING REQUIREMENTS FOR ALL DELIVERY POINTS:**

Each meter must be an AMR<sup>2</sup> meter that can provide 15-min metering data.

In case of a CIPU production unit behind the same Access Point as a Delivery Point the metering at the Delivery Point must correspond to power measured without the CIPU production (but inclusive of the local production).

**B. SPECIFIC METERING REQUIREMENTS FOR EACH TYPE OF DELIVERY POINT:****For Delivery Points on the ELIA Grid:**

- ELIA collects metering data from the Headmeter(s) for the Delivery Points connected to the ELIA Grid;
- Every meter for the Headmetering must be an official Headmeter approved by ELIA.

**For Submetering Delivery Points :**

- ELIA collects metering data directly from the Submeter(s) in accordance with the metering data communication specifications in Annex 5. Validation of the Submetering data for these Delivery Points takes place according to the principles in section C.
- Every Submeter must comply with dispositions stipulated in Annex 5 both for general compliance of the metering devices as for communication of metering data towards ELIA.

**For Delivery Points on the Distribution Grid (including DSO Submetering Delivery Points) : described in the BSP-DSO contract**

- All communications, agreements regarding the metering requirements should be discussed with the concerned DSO

**For Delivery Points within a CDS:**

- ELIA receives metering data from the CDS Operator based on meter(s) which is (are) also used for invoicing in the Closed Distribution System.
- The CDS Operator must use the metering facilities (already) associated with Delivery Points within the Closed Distribution System in relation to their invoicing obligations regarding their CDS access points.
- The modalities of communication of metering data to ELIA from the CDSO are described in the CDSO Collaboration Agreement.

**C. VALIDATION OF SUBMETERING AND CDS METERING DATA**

The metering data for day D for all Submetering Delivery Points or within a CDS will be made available by ELIA to the BSP at D+1 working days at latest.

---

<sup>2</sup> Automatic Meter Reader

For Submetering Delivery Points the BSP may dispute the provided metering data at latest until Day D+10 working days, for day D by means of an e-mail to [system.services@elia.be](mailto:system.services@elia.be). In its contestation the BSP must declare his disagreement with the metering data, indicate the reason of contestation and provide proof that the data is incorrect.

For CDS Delivery Points metering data must be validated by the CDS Operator. The BSP may dispute the provided metering data at latest until Day D+10 working days for day D towards the CDSO, also informing ELIA by means of a simple email. In its contestation the BSP must declare his disagreement with the metering data, indicate the reason of contestation and provide proof that the data is incorrect.

Subject to these reasons and proof, ELIA and the BSP may agree to use adjusted metering data.

If the deadline of D+10 is not met or if ELIA and the BSP cannot reach an agreement, the original metering data shall be used as published by ELIA.



**ANNEX 5.      **SPECIFIC REQUIREMENTS FOR SUBMETERING DELIVERY POINTS****

In order for a Submetering Delivery Point (behind an Access Point connected to the ELIA Grid) to be part of a pool delivering the Service, its Submeter(s) must be compliant with metering requirements specified hereby under.

**A. GENERAL COMPLIANCY OF THE METERING CHAIN**

All the metering chain (meter, TI, TP) must at least comply with accuracy requirements described in the document « General technical requirements of the submetering solutions » that can be found on ELIA's website or upon request by email to [contracting\\_as@elia.be](mailto:contracting_as@elia.be).

**B. PRECISION CONTROL**

A copy of a recent (not older than 5 years) precision control report of the meter(s) must be sent to ELIA. If no such report exists, a precision control following ELIA's technical specifications as described in the document « General technical requirements of the submetering solutions » that can be found on ELIA's website should be performed and its resulting report be sent to ELIA. These specifications can be found on ELIA's website or upon request by email to [contracting\\_as@elia.be](mailto:contracting_as@elia.be).

**C. SEALING**

All Submeters must be sealed at the moment of the Submeter commissioning test, and remain sealed for the duration of the participation of the Submetering Delivery Point to the Service.

In case of need for an urgent intervention on the Submetering installation, the BSP will notify ELIA immediately. The Delivery Point will be suspended from Annex 1 until the problem is solved (by undergoing a new Submeter commissioning test if necessary).

If sealing of the Submeter(s) is not technically possible, dispositions under Art. 6.5 and Art. 6.6 apply.

**D. COMMUNICATION OF METERING DATA**

In order to accomplish metering data communication required by the contract the metering data originating from the Submeter(s) for a particular Submetering Delivery Point must be directly and automatically communicated to ELIA's metering data management system in respect of specifications described in the document « General technical requirements of the submetering solutions » available on ELIA's website or upon request by email to [contracting\\_as@elia.be](mailto:contracting_as@elia.be).

The correct communication of metering data will be certified by ELIA at the Submeter commissioning test.

## ANNEX 6. RULES FOR THE REAL-TIME AND EX-POST EXCHANGE OF INFORMATION BETWEEN THE PARTIES

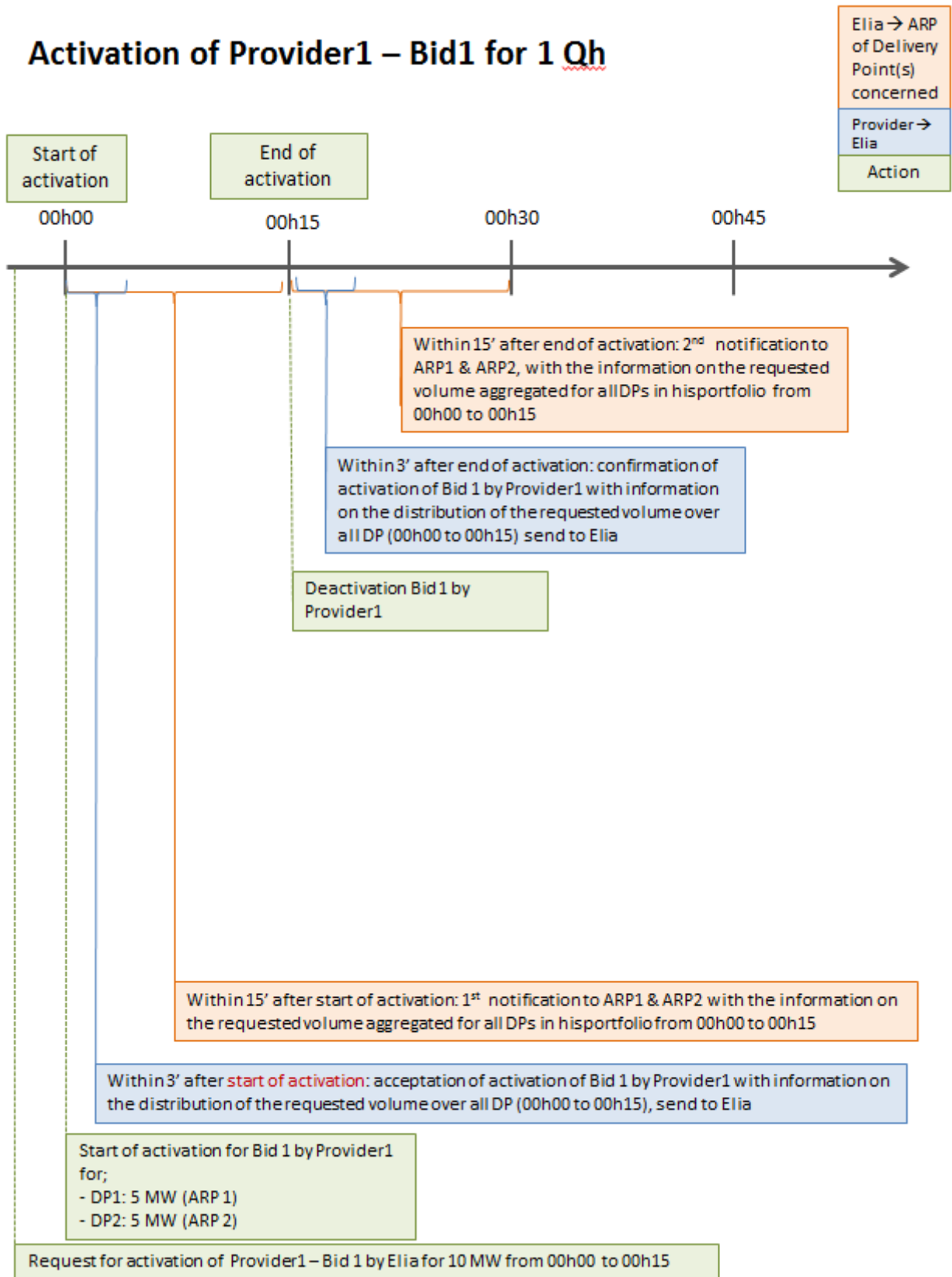
### REAL TIME EXCHANGE OF INFORMATION

ELIA and the BSP shall exchange the following information in real time:

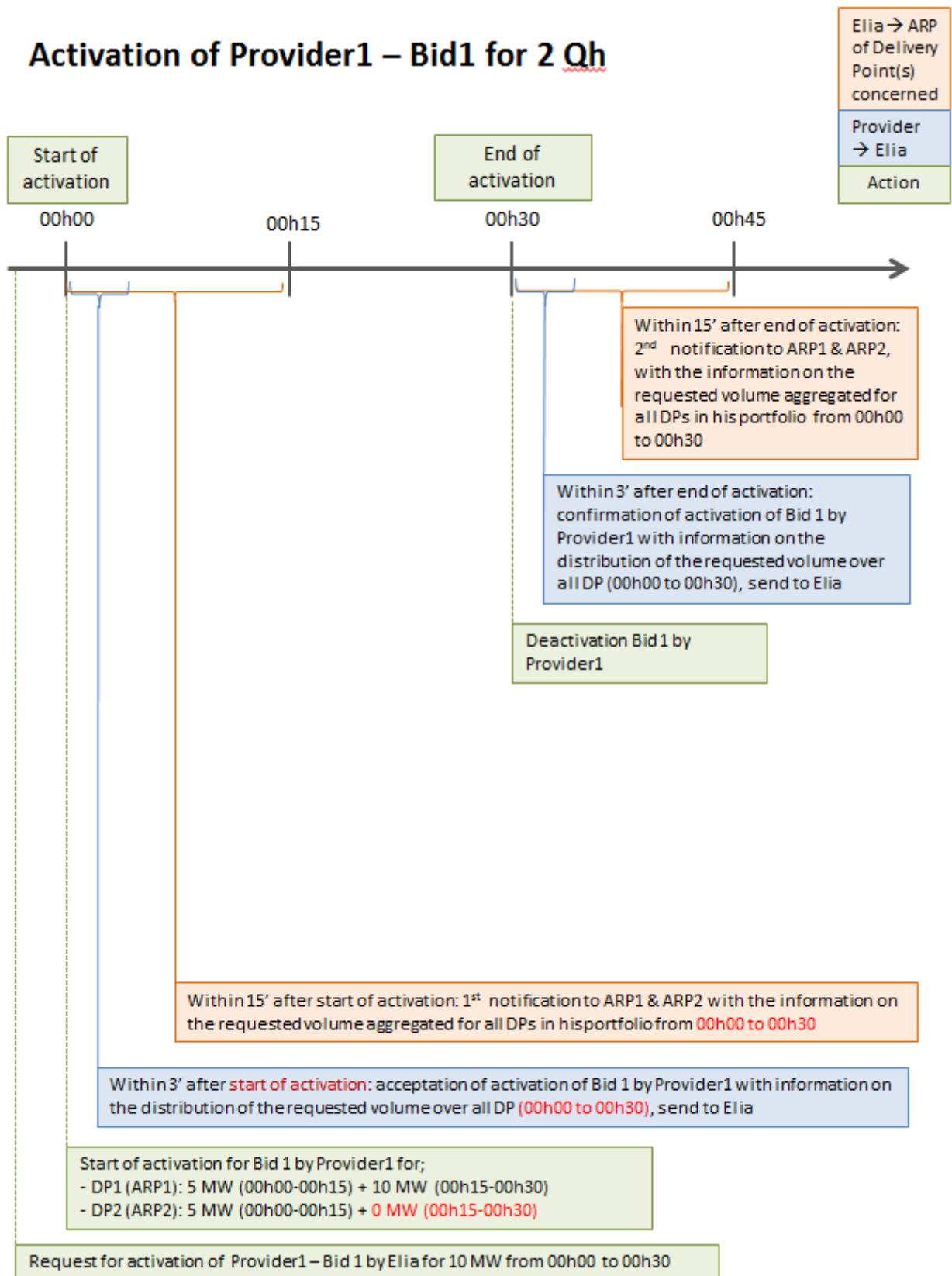
- When an Energy Bid is activated or prolonged, ELIA will send a notification to the BSP as per Annex 10. If such is the case the BSP must activate the retained volume without any further action by ELIA.
- The BSP communicates to ELIA, up to 3 minutes from the start of the activation or the start of the prolongation of the Energy Bid, an acknowledgement of the message and the list of the Delivery Points (limited by the list of Delivery Points indicated in his Bid and as stated in Annex 1) with which he will deliver the Service along with the volume that each will undertake to supply **(first notification= acceptance)**. The BSP makes best effort to provide accurate data in this notification;
- This communication will be tested in the communication test described in Annex 2.
- When an electronic message in relation to aforementioned communications sent by ELIA does not receive an acknowledgement message from the BSP within the aforementioned time (and without fault by ELIA), it shall be considered that the activation was not executed and that the Tertiary Control Non-Reserved Power was not provided as also mentioned in Art. 8.3. In this case, after the aforementioned time, ELIA will send a message to the BSP signalling the failure.
- Up to 3 minutes after the end of each activation and prolongation, the BSP communicates to ELIA the final list of Delivery Points who performed the activation along with the corresponding volume activated for each one **(second notification=confirmation)**. In case the BSP indicates having activated 0MW the Delivery Point will not be further taken into account in calculations.
- The communicated volume will be forwarded to the ARP of the concerned Delivery Points in an aggregated manner.
- In case the BSP has indicated that activation of an Energy Bid can be prolonged and in case ELIA needs to prolong the activation, ELIA will notify the BSP before the end of quarter-hour preceding the quarter-hour of prolongation. The BSP will then need to reiterate exchange of messages as described hereby above for the next requested activation period.

Some examples of the communication between ELIA and the BSP can be found hereby under:

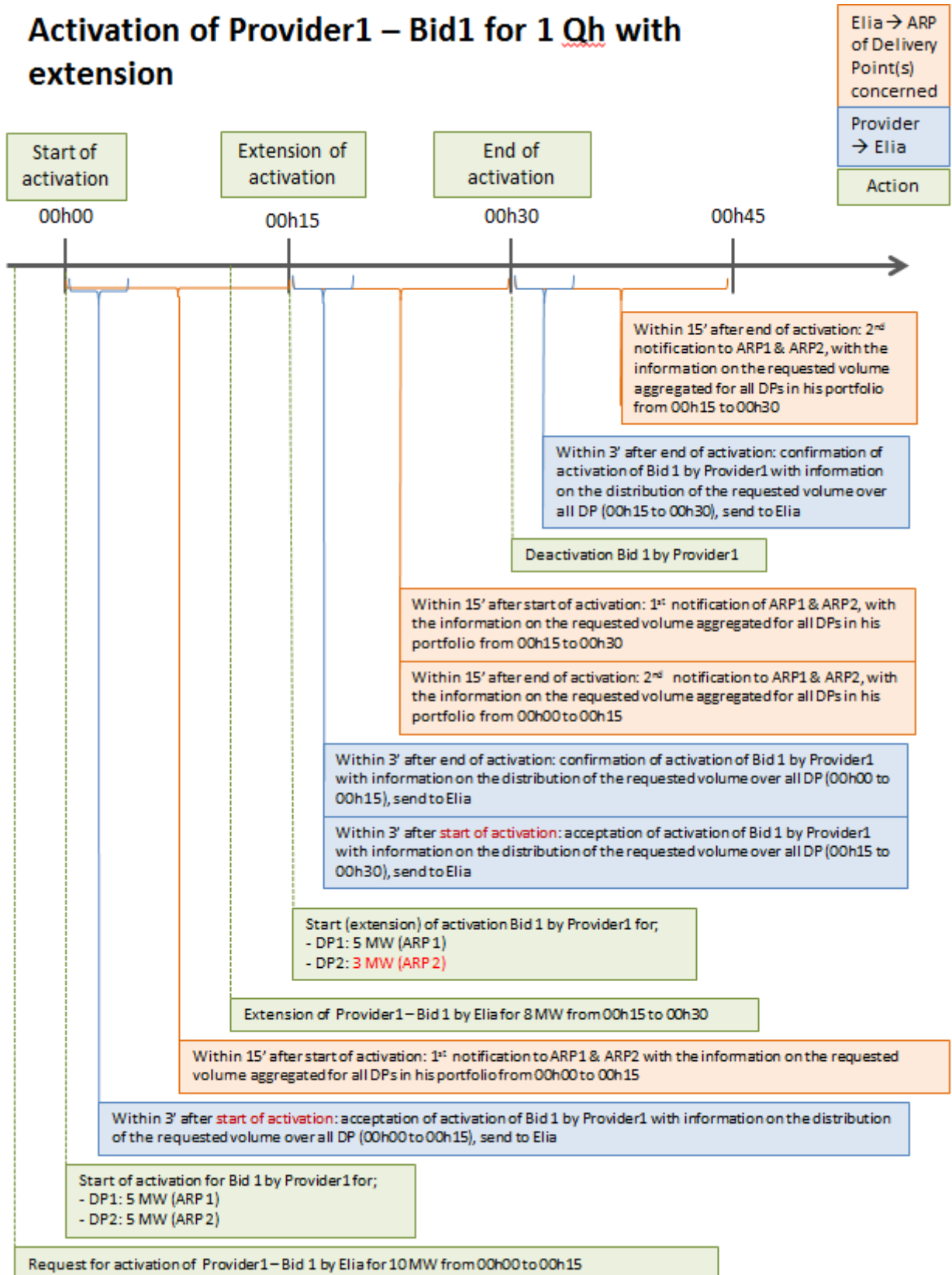
## Activation of Provider1 – Bid1 for 1 Qh



## Activation of Provider1 – Bid1 for 2 Qh



## Activation of Provider1 – Bid1 for 1 Qh with extension



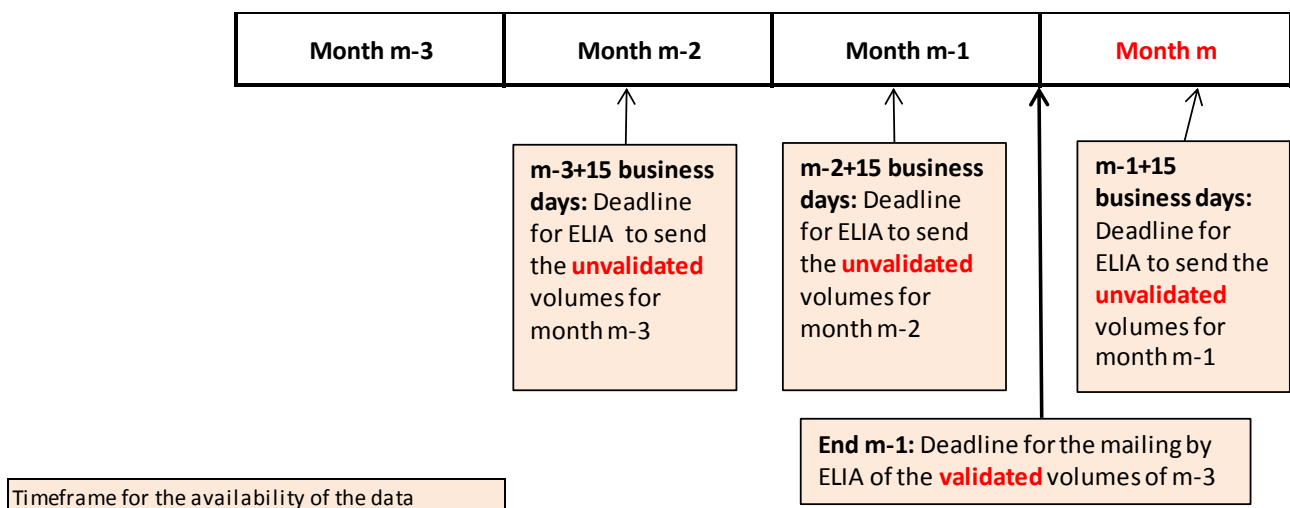
- Communication in real time is done by XML messages sent via a secured internet protocol (XML over HTTPS). The BSP must be able to receive the XML message from ELIA (i.e. HTTP Listener) and has to reply automatically with an acknowledgement message. The acknowledgement must be an XML message sent to an ELIA specific internet address via a secured internet protocol (HTTPS) and must also contain the EAN numbers of the Access Points Concerned activated.
- The format and content of the messages exchanged must comply with principles and specifications to be set down by ELIA in a document that will be made available on ELIA's website. ELIA can modify unilaterally the content of these messages (for example: to include the activated volume on the Delivery Point Concerned) and inform the BSP at a reasonable delay for implementation before changes become effective.
- The correct implementation of this communication and verification of its functioning at all times are of the sole responsibility of the BSP.

The BSP may also request to receive from ELIA power measurements through its real-time connection (in case these are measured by ELIA) for Delivery Points validly contained in Annex 1. The BSP and ELIA will sign an addendum concerning this communication.

**EX-POST EXCHANGE OF INFORMATION**

ELIA shall put at disposal of the BSP the following information ex-post:

- End M-1: the validated activated volumes for month M-3
- M-1 + 15 business days: the non-validated activated volumes for month M-1 based on notifications received from the BSP as described in the section “Real time exchange of information” of this Annex
- M-2 + 15 business days: the non-validated activated volumes for month M-2 based on non-validated volumes available.
- M-3 + 15 business days: the non-validated activated volumes for month M-3 based on non-validated volumes available.



**ANNEX 7. EX-POST CHECK OF THE TERTIARY CONTROL NON-RESERVED POWER SUPPLIED (ACTIVATION)**

Tertiary Control Non-Reserved Power Supplied (hereby under represented as  $R3NR_{s_{up}}$ ) during quarter hour  $i$  corresponding to a certain Energy Bid is the difference between:

- The reference value: the power measured at quarter hour before the quarter hour in which the activation notification was received;
- the power measured during the considered quarter hour  $i$ .

For an upward activation:

$$R3NR\ Sup(k) = \sum_{Delivery\ Points}^i \max[\min[R3NRref_{up}(i); P_{measured}(i, Reference_k) - P_{measured}(i, k)]; -R3NRref\_down(i)]$$

With:

- $R3NR_{ref\_up}(i)$ : as declared in Annex 1 of the present General Framework or in the BSP-DSO Contract for DSO Delivery Points;
- $P_{measured}(i,k)$ : the power measured at the considered Delivery Point  $i$  at quarter hour  $k$  (injection is considered as negative);
- $Reference\_k$ : the quarter hour before the quarter hour in which the activation notification was received.
- Delivery Points: all Delivery Points contained in an Energy Bid, except Delivery Points for which the BSP declares having activated 0MW as per Annex 6.

For a downward activation:

$$R3NR\ Sup(k) = \sum_{Delivery\ Points}^i \max[\min[R3NRref\_down(i); P_{measured}(i, k) - P_{measured}(i, Reference_k)]; -R3NRref\_up(i)]$$

With:

- $R3NR_{ref\_down}(i)$ : as declared in Annex 1 of the present General Framework or in the Provider-DSO Contract for DSO Delivery Points;
- $P_{measured}(i,k)$ : the power measured at the considered Delivery Point  $i$  at quarter hour  $k$  (injection is considered as negative);
- $Reference\_k$ : the quarter hour before the quarter hour in which the activation notification was received.
- Delivery Points: all Delivery Points contained in an Energy Bid, except Delivery Points for which the Provider declares having activated 0MW as per Annex 6.

As stipulated in 5.6 and Annex 2, for each quarter-hour  $k$  Tertiary Control Non-Reserved Power Supplied must be equal or superior to a certain limit in respect of the Tertiary Control Non-Reserved Power Requested (hereby under represented as  $R3NR_{req}$ ).

- For an activation of a quarter-hour or for the first quarter-hour of an activation longer than one quarter-hour (considering  $R3NR_{req}$  as an absolute value in the upward or downward direction):

$$R3NRsup\_min(k) = 50\% \text{ of } R3NRreq(k) - \min. [\max(5\% \text{ of } R3NRreq(k) ; 0,5MW); 2,5MW]$$

- For all remaining quarter-hours of an activation:

$$R3NRsup\_min(k) = 100\% \text{ of } R3NRreq(k) - \min. [\max(10\% \text{ of } R3NRreq(k) ; 0,5MW); 5MW]$$



**ANNEX 8. APPROPRIATION STRUCTURE**

<b>Ancillary Service</b>	<b>Imputation</b>	<b>Remuneration</b>
Tertiary Control Non-Reserved Power-Activation	911442	

**ANNEX 9. TEMPLATE CONTACT PERSONS**

Version:

For ELIA:

<b>1</b>	<p><b>Contractual monitoring</b>          David Osorio          20 boulevard de l'Empereur          1000 Bruxelles          Tél. : +32 2 546 72 28          Adresse e-mail : <a href="mailto:david.osorio@elia.be">david.osorio@elia.be</a></p>
<b>2</b>	<p><b>Verification of the compliance of the service provided</b>          Manuel Aparicio          20 boulevard de l'Empereur          1000 Bruxelles          Tél. : 32 2 546 70 62          Adresse e-mail : <a href="mailto:system.services@elia.be">system.services@elia.be</a></p>
<b>3</b>	<p><b>Invoice monitoring</b>          3.1 Settlement</p> <p>Manuel Aparicio          20 boulevard de l'Empereur          1000 Bruxelles          Tél. : 32 2 546 70 62          Adresse e-mail : <a href="mailto:system.services@elia.be">system.services@elia.be</a></p> <p>3.2 Invoicing &amp; Payment</p> <p>ELIA SYSTEM OPERATOR SA          Lieve Kerckhof          Boulevard de l'Empereur, 20          1000 Bruxelles          N° TVA BE 476 388 378</p>
<b>4</b>	<p><b>Real time operations and operational monitoring</b>          Centre de contrôle national (Operations)          Avenue de Vilvorde, 126          1000 Bruxelles          Tél. : 32 2 382 22 97          Adresse e-mail : <a href="mailto:dispatching@elia.be">dispatching@elia.be</a></p>
<b>5</b>	<p><b>Offline operations (Duty)</b>          Centre de contrôle national (Duty)          Avenue de Vilvorde, 126          1000 Bruxelles          Tél. : 32 2 382 23 08          Fax : 32 2 382 21 39          Adresse e-mail : <a href="mailto:dispatching@elia.be">dispatching@elia.be</a></p>

For the Provider:

<b>1</b>	<b>Contractual matters</b> XXX
<b>2</b>	<b>Short term auctions</b> XXX
<b>3</b>	<b>Invoicing matters</b> 3.1 Settlement XXX  3.2 Incoming Invoices XXX  3.3 Outgoing Invoices XXX 3.4
<b>4</b>	<b>Real time (24 hrs per day)</b> XXX
<b>5</b>	<b>Transactions outside real time</b> XXX

Updates of this list must be exchanged via email (both the contracting responsible and contracting\_AS@ELIA.be).

**ANNEX 10. BIDDING & ACTIVATION PROCEDURE & RULES****A. BIDDING PROCEDURE**

- a. Introduction of bids will be done through a dedicated web-based platform put at disposal by ELIA. The user manual for this platform will be made available at the website of ELIA ([www.elia.be](http://www.elia.be)) or can be requested by email at [contracting\\_as@elia.be](mailto:contracting_as@elia.be).
- b. The BSP can submit Energy Bids for a certain quarter-hour starting from 00h at D-1 and at latest 15h at D-1. The Bids can be modified up until Gate Closure Time
- c. In its offer, the BSP must clearly indicate :
  - the volume offered (in MW),
  - the direction in which this volume can be activated (upwards or downwards),
  - the price at which the volume is offered (€/MW/h),
  - the maximum duration of activation (in quarter-hours): 1,2,3 or 4; while 4 is considered as unlimited as also mentioned in Art. 5.7;
  - the list of the Deliver Points supplying the Service.
- d. The Gate Closure Time is the beginning of the quarter-hour of delivery minus 45 minutes;
- e. The BSP indicates in an Energy Bid if the activation time can be further prolonged or not.
- f. The BSP can always adapt or withdraw his offer for a certain quarter-hour before Gate Closure Time. In case of prolongation of an offer, the latest submitted prices until Gate Closure Time will be taken into account;
- g. Upon reception ELIA will perform checks to verify :
  - whether the Delivery Points contained in the offer are valid;
  - in case the BSP offers with Delivery Points combining the Service with Tertiary Control from Non-CIPU Technical Units service ELIA will also control if the Energy Bid respects the conditions for combinability (as described in Art. 3.8);
  - whether the volume offered is in respect of the  $R3NR_{ref}$  values declared for each Delivery Point in the Bid;
  - whether the Energy Bid price is within requested limits (set in section B of the present Annex);
- h. The bid becomes firm at Gate Closure Time and if accepted it can be activated by ELIA for the quarter-hour of delivery and the BSP will be notified as per dispositions of Annex 6. Capacity Bids are a firm commitment at GCT and must remain firm until expiration of the concerned Delivery Period. A BSP shall not use the offered capacity in any other way until expiration of the Delivery Period. The BSP is responsible for the correctness and accuracy of his bids. ELIA cannot be held responsible for any potential mistakes or errors in a bid submission.

**B. BIDDING RULES**

The volume and price along with the activation period and list of Delivery Points with which the Service is offered are fixed freely by the BSP in his offer but always in respect of constraints hereby under:

- Minimum offered volume is 1MW;
- Volume increments can be of minimum 0,1MW;
- Activation period is at least 1 quarter-hour;

- The price for an upwards Bid cannot exceed the amount that is fixed as the maximum imbalance price by Art. 6.7.2 of the Strategic Reserves Functioning Rules that are of application at the moment of submission of the Bid;
- A certain Delivery Point can only be included in one Energy Bid for a certain quarter-hour.

### **C. ACTIVATION RULES**

- a. The criteria according to which ELIA selects Energy Bid(s) to be activated are described in the Balancing Rules;
- b. ELIA can activate an Energy Bid at the beginning of or during a quarter-hour.
- c. The activation message will contain the start and the end of the activation. In case of a prolongation, a new activation message will be sent before the end of the activation, indicating the new end time of the activation.

The BSP should start the activation on the moment indicated in the activation request and the requested power for the considered quarter hour should be activated as soon as and minimum reached at the end of the quarter hour.

- d. ELIA has the right to retain part of a volume proposed in an Energy Bid at the same price.
- e. An Energy Bid is a firm commitment at Gate Closure Time by the BSP to deliver the corresponding Tertiary Control Non-Reserved Power to ELIA.
- f. In case of provision of the Service and Tertiary Control Power by non-CIPU Technical Units Service, the BSP remains responsible for the combined offer and provision of services and assumes any consequences entailed.
- g. In any case, any Delivery Point with a Reference Power  $\geq 25\text{MW}$  will be subject to a check against congestion network constraints prior to award. In case such a Delivery Point is located in an Electrical Zone where network constraints apply, ELIA has the right not to select the Bid containing the concerned Delivery Point without any remuneration for the BSP. To this extent ELIA will communicate the congested Electrical zone to the BSP so that the BSP can modify their Energy Bids when required.
- h. Energy Bids are submitted only for specific Delivery Points; the Tertiary Control Non-Reserved Power activated as a consequence of an Energy Bid can only be delivered from the concerned Delivery Points. The Delivery Points with which the Service is offered are an integral part of the Energy Bid and are also firm at Gate Closure Time. In a prolongation of an Energy Bid the BSP shall still use all or some of the Delivery Points declared initially in the concerned Energy Bid, but these can be different than the ones used in previous quarter-hours.
- i. ELIA has the right to reject Energy Bids that are not in line with the rules and obligations set forth by ELIA as described in the General Framework.
- j. The BSP cannot offer more Tertiary Control Non-Reserved Power in a Bid than the sum of the Reference Power ( $R3NR_{ref}$ ) of the Delivery Points included in a Bid.
- k. In case ELIA activates the BSP's Energy Bid(s) for a certain volume the BSP is notified of the retained volume upon reception of the activation order; at this point the BSP undertakes the necessary actions to provide the Service for the entire applicable Delivery Period (without further action by ELIA).

### **D. TRANSPARENCY**

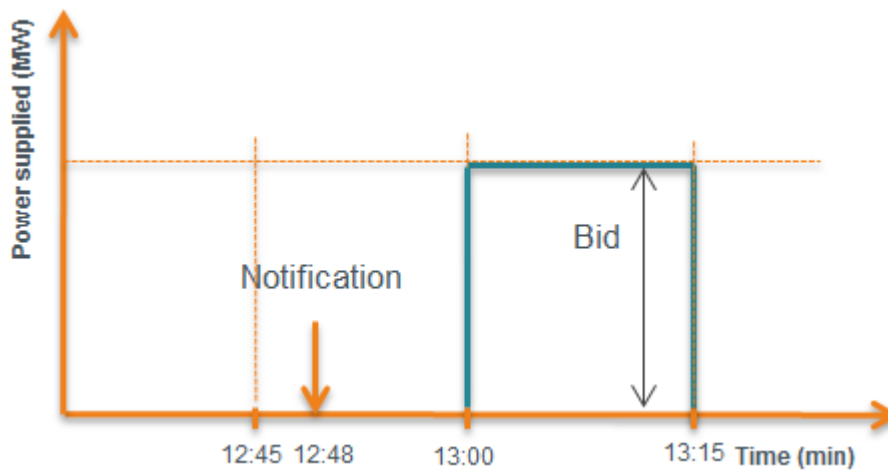
ELIA will publish aggregated and anonymous activated volumes & prices on its website.

**ANNEX 11. CALCULATION OF  $R3NR_{REQ}$**

When activating an Energy Bid, ELIA will activate part or all of the volume indicated by the BSP in its Bid.

If activation occurs within a quarter-hour (and not at its beginning) the  $R3NR_{req}$  is calculated by taking into account the activated volume and the duration of the activation within the concerned quarter-hour.

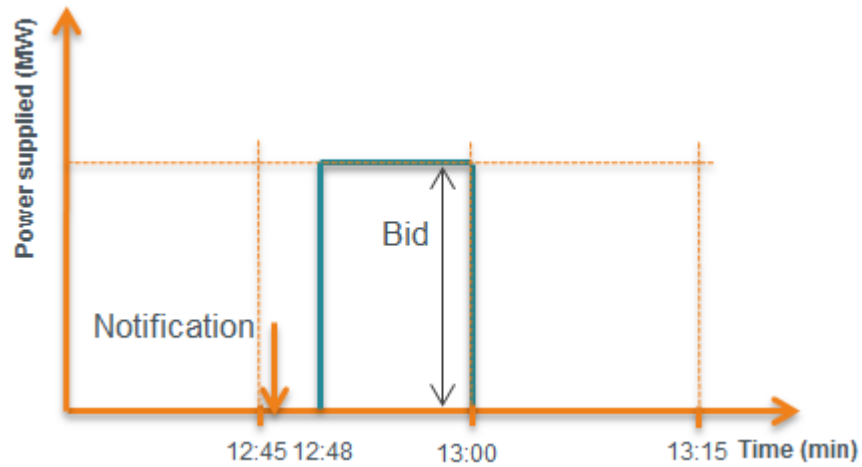
**Example 1:** A bid of 100 MW is activated at 12:48, starts at 13:00 and ends at 13:15.



**Example 1:** Activation request starting at the beginning of next quarter-hour

Time	Energy Bid activated [MW]	Power Requested $R3NR_{req}$ [MW]	Offered price [€/MW/h]	Remuneration
12:45 - 13:00	0	0	50,00	€ -
13:00 - 13:15	100	100	60,00	€ 1.500,00
13:15 - 13:30	0	0	70,00	€ -

**Example 2:** A bid of 100 MW is activated at 12h45, starts at 12h48 and ends at 13h00.



**Example 2:** Activation request starting directly after notification

Time	Energy Bid activated [MW]	Power Requested R3NR <sub>req</sub> [MW]	Offered price [€/MW/h]	Remuneration
12:45 - 13:00	100	80	50,00	€ 1.000,00
13:00 - 13:15	0	0	60,00	€ -
13:15 - 13:30	0	0	70,00	€ -

$$\text{Remuneration} = 100\text{MW} * 50\text{€/MW/h} * 12/15 = 1.000\text{€}$$

## ANNEX 12. CALCULATION OF THE MINIMUM AMOUNT OF BANK GUARANTEE

In practice, the activated volume in MWh is associated every month to a price in €/MWh. The price corresponds to an approximation of the Transfer Price by Default and is applied every month to the volume activated.

At any moment the minimum amount of the bank guarantee  $GB_{min}$  is equal to sum of the calculated minimum amount of the bank guarantee of the last four months, including the month in which the calculation is done by ELIA; the minimum amount shall not be less than a floor defined as  $GB_0$ :

$$GB_{min} = \max( GB_0, \\ Vol(m - 3) * P_t(m - 3) + Vol(m - 2) * P_t(m - 2) \\ + Vol(m - 1) * P_t(m - 1) + Vol(m) * P_t(m) )$$

Where :

- m is the current month, when the calculation of the bank guarantee is done
- m-1 is the month immediately preceding the month m
- m-2 is the month immediately preceding the month m -1
- m-3 is the month immediately preceding the month m -2
- Vol(x) is the volume of month x ; is the sum of energy in MWh, activated upwardly (hence in the sense of the reduction of the net offtake per quarter hour), requested by the BSP to the final client with ToE during the month x.

For the months m-3 to m-1, the volumes used based on availabilities and by the following order:

- 1) the validated volumes by ELIA ;
- 2) the volumes transmitted by ELIA but not yet validated by ELIA ;
- 3) the volumes notified by the BSP to ELIA during activation.

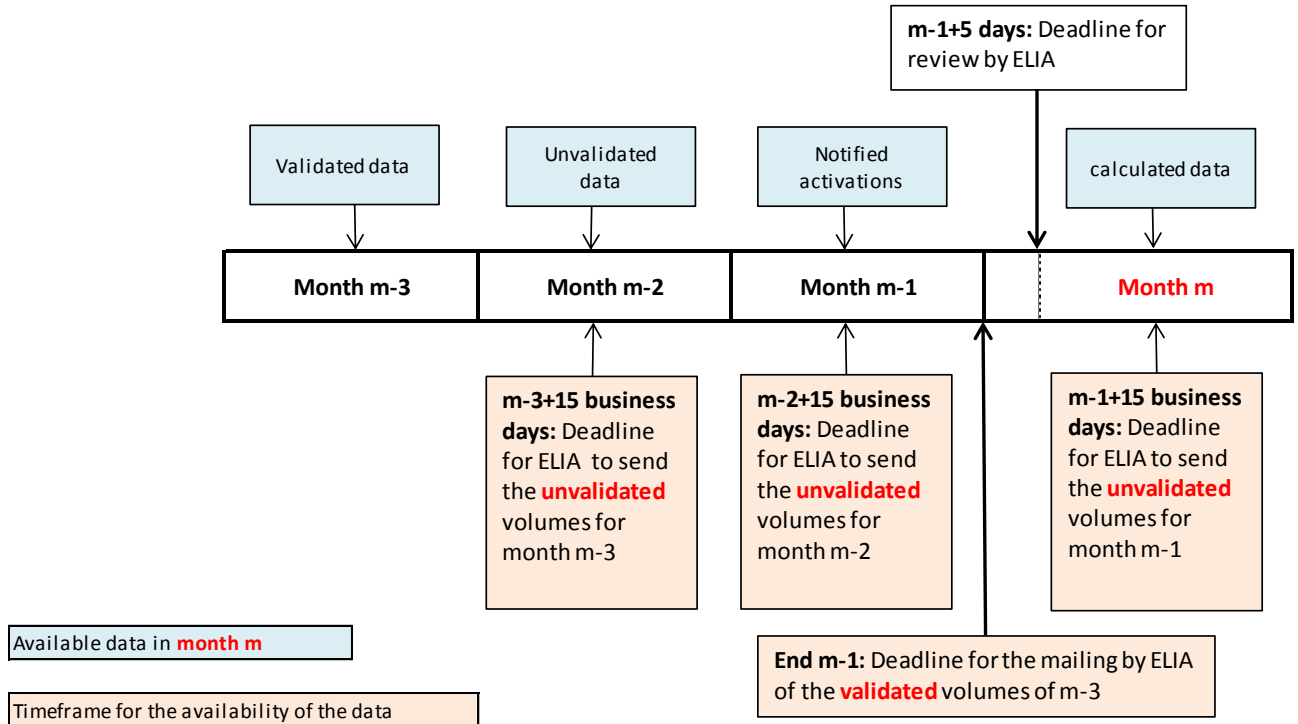
For the current month m, the volume is approximated to the average of the activated volume of the preceding three months:

$$Vol(m) = \frac{Vol(m - 3) + Vol(m - 2) + Vol(m - 1)}{3}$$

- « Pt(x) » in EUR/MWh, is the approximation of the Transfer Price for the month x, applied to the Vol(x) of that month. This value is fixed to 59 EUR/MWh.
- The value of  $GB_0$ , in EUR, is fixed to 5.000 EUR.

The calendar of events in the figure below illustrates the moments when information relating activated volumes is provided by ELIA to concerned BSP





For the checks of the bank guarantee that take place at the beginning of the second month of activity with Transfer of Energy of the BSP, only the volume data of the first month will be available. In that case,  $m = 2$  and the formula to be applied for the calculation is as follows:

$$GB_{min} = \max(GB_0, 4 * Vol(m - 1) * P_t(m - 1))$$

For the checks of the bank guarantee that take place at the beginning of the third month of activity with Transfer of Energy of the BSP, only the volume data of the first two months will be available. In that case,  $m = 3$  and the formula to be applied for the calculation is as follows:

$$GB_{min} = \max(GB_0, 2 * (Vol(m - 2) * P_t(m - 2) + Vol(m - 1) * P_t(m - 1)))$$

**ANNEX 13. STANDARD FORM OF BANK GUARANTEE**

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

Bank guarantee issued by **[•]** (name and address of bank) in favour of:

Supplier Name	<b>[•]</b>
Address head office	
V.A.T number	

Supplier Name	<b>[•]</b>
Address head office	
V.A.T number	

Supplier Name	<b>[•]</b>
Address head office	
V.A.T number	

Hereinafter referred to as the “The Supplier(s)”

Our client **[•]** (name and address of BSP) informs us that it has entered into a General Framework Agreement for the provision of balancing services with transfer of energy with Elia System Operator NV/SA, a company established under Belgian law, whose registered offices are at Keizerslaan 20, 1000 Brussels, company registration number 0476.388.378.

Considering that for the execution of this General Framework, the company **[•]** (name of BSP) will provide the service from delivery points in the portfolio of The Supplier(s), there is a provision in the General Framework (art. 3.1 and 3.10) for the issuing of an irrevocable bank guarantee for the amount of **[•]** (Euro and amount in figures) in order to secure the payment obligations of our client vis-à-vis of The Supplier(s).

As a result we, **[•]** (name of bank), hereby irrevocably and unconditionally undertake to provide a guarantee whose maximum amount of **[•]** (currency and amount of the guarantee in figures and words), calculated in accordance with annex 12 of the General Framework, will be payable to the Supplier upon the conditions mentioned below.

This guarantee comes into effect from today.

To be valid, any call of this guarantee:

- must reach us at the latest on **[•]** (expiry date of the guarantee); and
- must be accompanied by a written statement of any of The Supplier(s) to the effect that **[•]** (name of the BSP) has not complied with his obligations related to transfer of energy and has not carried out his payments; and
- must be accompanied by a copy of the unpaid invoice(s) and a copy of your letter of default.

Once the guarantee is called as above mentioned, we will reserve the amount in question until a final and binding judicial or arbitral decision is submitted to us, condemning our client to payment of a sum of money for the benefit of The Supplier(s).

If bank guarantee is not called 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.