### COOPERATION AGREEMENT ELIA – CDSO ON THE EXCHANGE OF DATA REQUIRED FOR THE PROVISION OF THE SERVICE

Between:

ELIA Transmission Belgium SA/NV, a company incorporated under Belgian law with its registered office at Boulevard de l’Empereur 20, B-1000 Brussels, registered under company number 731.852.231 and represented by its duly authorized agents XXX and XXX,

hereinafter referred to as 'ELIA'

and

[••••], a company established under [••••] law with the company registration number [••••], having its registered office at [••••], validly represented in this matter by ..................................... and ........................., in their respective capacities of .................................... and .................................,

hereinafter referred to as the 'Closed Distribution System Operator' as identified in Appendix 6 of the access contract concluded with ELIA (reference ...................).

ELIA and/or the Closed Distribution System Operator may also be referred to individually as the 'Party' or jointly as the 'Parties'.

Whereas:

* ELIA has been appointed as grid operator at Belgian federal and regional level.
* the Closed Distribution System Operator operates a Closed Distribution System as identified in Appendix 6 of the access contract concluded with ELIA (reference ..................., hereinafter referred to as the 'Access Contract').
* within the framework of the Capacity Remuneration Mechanism (hereinafter referred to as the 'CRM'), ELIA organizes an Auction for which a ministerial instruction has been issued pursuant to the Electricity Act. In view of the CRM, the CRM Candidate has initiated the Prequalification Process in order to make a Transaction and provide the Service pursuant to the Functioning Rules applicable to the relevant Delivery Period (hereinafter referred to as the 'Functioning Rules').
* as the Delivery Point is located within the Closed Distribution System, this cooperation agreement between ELIA and the Closed Distribution System Operator sets out the Parties' rights and obligations needed to allow the CRM Candidate to participate in the provision of the Service. This cooperation agreement outlines the operational terms and conditions governing the exchange of metering data between ELIA and the Closed Distribution System Operator concerning the energy flows specific to the supply thereof.
* this cooperation agreement is concluded between ELIA and the Closed Distribution System Operator (i.e. signed by both parties) at the latest 35 Working Days after the submission of the Prequalification File. This CRM Candidate may be the Closed Distribution System User or may take over the Closed Distribution System User's Delivery Point, possibly as part of a portfolio of Delivery Points.

The following has been agreed:

ARTICLE 1: CONNECTION TO THE ACCESS CONTRACT

The Closed Distribution System Operator must have signed Appendices 6 and 6bis of the Access Contract with ELIA prior to concluding this cooperation agreement.

This cooperation agreement outlines the Parties' rights and obligations regarding the operational terms and conditions governing the exchange of metering data between ELIA and the Closed Distribution System Operator concerning the energy flows specific to the provision of the Service as well as communication of other specific data necessary for the provision of said Service. They supplement those rights and obligations set out in the Access Contract concluded by ELIA and the Closed Distribution System Operator, particularly in Appendix 6 of said Access Contract. In case of conflict of interpretation between this cooperation agreement and one or more provisions of the Access Contract, the provisions of the Access Contract prevail.

Each Party is aware of the mutual coherence between this cooperation agreement, the Access Contract and the Capacity Contract concluded after the Transaction Validation Date of a first Transaction by the Capacity Provider and ELIA, all of which are essential for the implementation of this cooperation agreement. The Parties ensure that the proper implementation of this cooperation agreement is based on the existence and proper implementation of the necessary contracts with the third parties concerned, and that these contracts take into account, as and where necessary, the obligations imposed by this cooperation agreement.

This cooperation agreement also forms part of the Functioning Rules, which must be adhered to for the provision of the Service.

ARTICLE 2: DEFINITIONS

The various terms used in this cooperation agreement, whether capitalized or not, are to be understood within the meaning of the concepts defined in the Electricity Act, the decrees and/or ordinances relating to the organization of the electricity market, the Functioning Rules and/or the various applicable grid codes, as well as, on a secondary and subsidiary basis, the Access Contract.

ARTICLE 3: PURPOSE OF THE AGREEMENT

This cooperation agreement governs the Parties' rights and obligations to allow the CRM Candidate to provide the Service, with regard to the operational terms and conditions governing the exchange of metering data between ELIA and the Closed Distribution System Operator.

The Closed Distribution System User’s/Closed Distribution System Users’ Delivery Point(s) of the CRM Candidate(s) is/are located on the following Closed Distribution System:

|  |  |  |
| --- | --- | --- |
| **Name of the Closed Distribution System** | **Access Point (EAN code)** | **Address of the Closed Distribution System site** |
|  |  |  |

The Closed Distribution System User(s) covered by this cooperation agreement is/are:

[••••], a company established under [••••] law with the company registration number [••••], having its registered office at [••••]

[••••], a company established under [••••] law with the company registration number [••••], having its registered office at [••••]

A list of the Delivery Point(s) from which the Service is provided and concerned by the exchange of metering data and the communication of other specific data necessary for the provision of this Service is provided below. Prior to the activation of the Service, the Delivery Point(s) must possess a meter that satisfies the technical requirements set out in the applicable grid code as a minimum.

annex 2.1 contains all the technical details concerning these Delivery Points, including the list of the individual meters associated with the Delivery Point(s) in question and the corresponding metering equation where applicable, for example when several meters are associated with a single Delivery Point.

At ELIA's request and when required, pursuant to Article 6 of this agreement, the Closed Distribution System Operator shall also provide the contractual information described in annex 2.2 for the specified Delivery Point(s) associated with the provision of the Service.

ARTICLE 4: GENERAL OBLIGATIONS CONCERNING THE EXCHANGE OF METERING DATA

4.1. Obligations concerning the exchange of metering data

Pursuant to Article 5 of Appendix 6 of the Access Contract concluded between ELIA and the Closed Distribution System Operator, the Closed Distribution System Operator provides ELIA with the metering data recorded by the meters associated with the Delivery Point(s) in question using the protocols and data exchange formats specified in annex 1 of this cooperation agreement.

Pursuant to Article 5 of Appendix 6 of the Access Contract concluded between ELIA and the Closed Distribution System Operator and to Article 5.3 of this cooperation agreement, the Closed Distribution System Operator shall be liable for the correct values and validation of the metering data communicated to ELIA. Such data shall comprise metering data associated with the Delivery Point(s) in question and with the corresponding CDS Market Access Point(s) as per annex 2.1.

The Closed Distribution System Operator shall be responsible for installing, managing, maintaining and inspecting the meters belonging to its closed distribution system, as well as the data management systems used to communicate and exchange with ELIA those metering data referred to in this cooperation agreement. Any and all costs associated with the collection, validation and communication of metering data under this cooperation agreement shall be borne by the Closed Distribution System Operator and/or the Closed Distribution System User, based on any agreements concluded between them.

4.2. Confidentiality and ownership of metering data concerning the User of the Closed Distribution System and of other information communicated for the purpose of the provision of the Service

The Closed Distribution System Operator declares that it has received explicit authorization from the Closed Distribution System User to send to ELIA the metering data (quarter-hourly values of active power) for its Delivery Point and the corresponding CDS Market Access Point, as well as the additional information necessary for the provision of the Service pursuant to the templates in annexes 2.1 and 2.2.

Such authorization is set down in the CDSO Declaration that the CRM Candidate submits to ELIA as part of the Prequalification File.

This specific communication takes place in line with the confidentiality obligation which the Parties are bound to observe with regard to data of the Closed Distribution System User. Furthermore, the Parties accept that the confidentiality of the data cannot be invoked between them, nor with regard to the Closed Distribution System User and/or the CRM Candidate when the latter is not the Closed Distribution System User, all of whom are involved in the implementation of this cooperation agreement.

The communication of the data of the Closed Distribution System User to ELIA shall under no circumstances entail a transfer of ownership of said data to ELIA or the Closed Distribution System Operator.

ARTICLE 5: IMPLEMENTATION OF METHODS FOR COMMUNICATING AND EXCHANGING METERING DATA

5.1. Tests for meters

The methods for communicating and exchanging data as set out in annex 1 must be authenticated, tested, implemented and functional between the Parties

* prior to the successful completion of the prequalification of the related Delivery Point(s) in the case of Existing Delivery Point(s) and

in the process of conversion of the Additional Delivery Point(s) into (an) Existing Delivery Point(s)(see section 8.6.1 of the Functioning Rules).

The Closed Distribution System Operator and ELIA shall organize the tests needed in order to implement the methods for communicating and exchanging data prior to the end of the Prequalification Process of the Delivery Point(s) in question.

The Closed Distribution System Operator shall contact ELIA to deal with the practical organization of these tests. Each Party shall bear any costs that it incurs in relation to the communication tests.

5.2. Checking metering data and means of communication

Throughout the provision of the Service, ELIA has the right to test/inspect (or have others test/inspect), at any time and with prior justification, each of the elements involved in the transmission of metering data, including the meters listed in annex 2.1 and the metering data management/validation system of the Closed Distribution System in order to verify that they meet the criteria set out in this cooperation agreement and/or the technical documents describing the provision of the Service.

In case the test results highlight problems with the metering data, particularly with regard to the conformity of the meters or the processes for transmitting metering data, ELIA and the Closed Distribution System Operator shall consult one another to find appropriate operational solutions.

During the term of this cooperation agreement, the Parties undertake to notify one another, as quickly as possible, should one Party become aware of any event or information which said Party can reasonably assume will likely have an unfavorable impact on the other Party's fulfilment of its obligations.

5.3. Liability

As an exception to Article 1 of this cooperation agreement, the liability regime applicable between the Parties is as detailed below.

The Party responsible shall compensate the other Party for all demonstrable costs incurred by the latter and arising directly from these prejudicial situations as well as all demonstrable costs which it might be required to pay to a third party, where necessary, owing to the occurrence of these situations:

* The meters, the methods for communicating metering data or the metering data themselves, as well as the other necessary additional information as per annex 2.2, do not appear to comply with the criteria set out in this cooperation agreement and/or the technical documents describing the provision of the Service.
* One of the Parties experiences problems regarding the data or the exchange of data referred to in this cooperation agreement that would prevent the provision of the Service, the Availability Monitoring and/or the Availability Testing, including delays or errors in the transmission of the metering and/or allocation data to ELIA in relation to the criteria set out in annex 1.
* There is a delay affecting the installation of the equipment required to ensure the conformity of the meters or the transmission of the metering data, this delay being caused by a serious error on the part of the Closed Distribution System Operator or the Closed Distribution System User who provides the Service to ELIA, making it difficult or impossible to provide the Service.
* One of the Parties fails to honor the other obligations set out in this cooperation agreement, provided that the principle of damage limitation is not adhered to.

Said demonstrable costs are hereinafter referred to as 'Damage'.

The Parties are liable to one another only for Damage caused by fraud, willful misconduct or gross negligence committed by one of the Parties against the other under this cooperation agreement.

Total liability for Damage due to gross negligence is capped at €1 million per instance of Damage per year and at €5 million per year for all claims from the Parties and third parties that are based entirely or primarily on the same confirmed or suspected cause. Claims from the Parties and third parties shall, where appropriate, be settled proportionately.

This limitation of liability shall not apply to Damage caused by fraud or willful misconduct.

During the term of this cooperation agreement, the Parties shall make every effort to avoid and, where necessary, limit any Damage caused by one Party and affecting the other. In case of an incident or event giving rise to one of the Parties' liability, the Parties shall consult one another to take all appropriate measures that may reasonably be expected of them in order to limit the Damage to the other Party.

5.4. Data hierarchy

The Parties expressly acknowledge that the metering data collected by ELIA via Headmetering as specified in the Connection Contract between ELIA and the Closed Distribution System Operator shall be considered the single and universal reference for ELIA's invoicing of energy to the Closed Distribution System Operator, as per the Access Contract concluded by the Parties, and the Closed Distribution System Operator shall under no circumstances be able to challenge these data on the basis of data from the Delivery Points.

ARTICLE 6 OBLIGATION CONCERNING CONTRACTUAL INFORMATION FOR THE DELIVERY POINTS IN QUESTION

The Closed Distribution System Operator shall ensure that the Closed Distribution System User providing the Service to ELIA has a Balance Responsible Party for its Delivery Point prior to the provision of the Service pursuant to Article 5.1 of Appendix 6 of the Access Contract.

The information communicated to ELIA in accordance with the template in annex 2.2 shall only be valid for the duration of the provision of the Service. Should the Service be renewed, the Closed Distribution System Operator shall resend this information to ELIA in accordance with the template in annex 2.2, even if this information has not changed.

Furthermore, if the Delivery Point covered by this cooperation agreement is excluded from the provision of the Service pursuant to the Capacity Contract or the Functioning Rules for any reason whatsoever, ELIA shall notify the Closed Distribution System Operator as soon as possible.

ARTICLE 7 RECORDINGS

As most of the information exchanged between the Parties under this agreement may, in one way or another, influence ELIA's management of its grid, it is important to have sufficient traces of such exchanges. The Parties consequently accept that oral communication, including telecommunication, is recorded. The Parties shall inform their representatives and employees, who may communicate with the other Party through such means, that their conversations are recorded. The Parties shall take appropriate measures to keep these recordings safe and to limit access thereto to those who have a reasonable need thereof. The recordings in question shall at no time be used for any claim whatsoever against any natural person.

ARTICLE 8 INFORMATION ON THE RISK OF LOAD TRANSFER WITHIN THE CLOSED DISTRIBUTION SYSTEM

Pursuant to Article 4 of Appendix 6 of the Access Contract concluded between ELIA and the Closed Distribution System Operator, the Closed Distribution System Operator shall inform ELIA, prior to the conclusion of the contract for the provision of the Service, whether the load of the User of the Closed Distribution System as the Capacity Provider or for the Capacity Provider based on the CDS User Declaration could be switched to another point on the Closed Distribution System when providing the Service, for Availability Monitoring or for Availability Testing . In this case, the Closed Distribution System Operator shall inform ELIA, at ELIA's request, of any switching of the load of the User of the Closed Distribution System as the Capacity Provider or for the Capacity Provider based on the CDS User Declaration, of which the Closed Distribution System Operator becomes aware when providing the Capacity Provider’s Service, for Availability Monitoring or for Availability Testing.

Should the Closed Distribution System Operator fail to fulfil this obligation, it shall be liable to ELIA for any damaging consequences, pursuant to Article 5.3 of this cooperation agreement, without prejudice to any recourse by the Closed Distribution System Operator against the User of the Closed Distribution System in the event of a breach by the latter of its obligation not to transfer the load.

ARTICLE 9 AGREEMENT AMENDMENTS

ELIA may unilaterally amend this cooperation agreement in the event of changes to the Capacity Contract or the Access Contract in order to align it with these modified contracts, subject to a minimum notice period of 6 months from the first calendar day of the month following the month in which the registered letter was sent. Rejection of the amended cooperation agreement before the expiry of the notice period automatically triggers the termination of this agreement, given also that said minimum notice period is extended until the end (contractually agreed, where applicable, in advance) of the Capacity Contract. In this case, the amended conditions of this cooperation agreement shall apply for the remaining term of the Capacity Contract.

ARTICLE 10 ENTRY INTO FORCE AND TERM

This agreement shall come into force for an indefinite period of time once it has been signed by both Parties, subject to the suspensive condition that all appendices have been sent to ELIA.

A Party may terminate the agreement by means of registered letter addressed to the other Party, subject to a minimum notice period of 6 months from the first calendar day of the month following the month in which the registered letter was sent, given also that said minimum notice period is extended until the end (contractually agreed, where applicable, in advance) of the Capacity Contract. This does not affect the rights and obligations of the terminating Party during the notice period and does not automatically entitle the other Party to compensation.

Done in Brussels on [date] in duplicate, with each Party acknowledging receipt of one original copy.

ELIA Transmission Belgium NV/SA

Name:

Title:

[•]

Name:

Title:

APPENDIX 1 COMMUNICATION METHODS - DATA EXCHANGE FORMATS

The communication methods and formats of data exchanges between ELIA and the Closed Distribution System Operator are described in the document 'Metering data exchanges for CDS Operator' available on the ELIA website[[1]](#footnote-2).

APPENDIX 2 FEATURES OF DELIVERY POINT METERING AND CONTRACTUAL INFORMATION CONCERNING THE DELIVERY POINTS IN QUESTION

2.1 Features of Delivery Point metering

The features of metering at the Delivery Points must be communicated to ELIA in the 'CDS Metering Technical Info Checklist'.

This checklist is formally communicated by the CRM Candidate to the Closed Distribution System Operator during the Prequalification Process, since the Closed Distribution System Operator must complete this document to allow the qualification of the Delivery Point for the provision of the Service[[2]](#footnote-3).

The CDS Metering Technical Info Checklist is available on the ELIA website[[3]](#footnote-4) :

2.2 Contractual information concerning the Delivery Points in question

Closed Distribution System Operator: [name]

Date on which the contractual information was sent to ELIA: xxx

|  |  |  |
| --- | --- | --- |
| CDS User | CDS Market Access Point | Identification of the Delivery Point |
|  |  |  |
|  |  |  |
|  |  |  |

APPENDIX 3 POINTS OF CONTACT

For ELIA:

|  |
| --- |
| Monitoring of the contract:  |
| Monitoring of the metering data:  |

For the CDSO:

|  |
| --- |
| Monitoring of the contract:  |
| Monitoring of the metering data:  |

1. Web page at time of redaction : <https://www.elia.be/en/customers/metering> [↑](#footnote-ref-2)
2. This document is added to the signed CDSO Declaration that is submitted to ELIA by the CRM Candidate. [↑](#footnote-ref-3)
3. Web page at time of redaction : <https://www.elia.be/en/electricity-market-and-system/system-services/technical-documentation-concerning-the-provision-of-ancillary-services> [↑](#footnote-ref-4)