
Terms and Conditions for Restoration Service Providers (T&C RSP)

pursuant to Articles 4(2)(b), 4(3) and 4(4) of Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration

Date of submission for regulatory approval: DD/MM/YYYY

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

Whereas

- (1) Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration (hereinafter referred to as 'network code E&R') entered into force on 18 December 2017.
- (2) ELIA Transmission Belgium NV/SA (hereinafter referred to as 'ELIA') is responsible for the operation of the Belgian transmission system, for which it holds a right of ownership or at least a right of use. ELIA has been appointed Transmission System Operator (TSO), in accordance with the Law of 29 April 1999 concerning the organisation of the electricity market (hereinafter referred to as the "Electricity Law"), and guarantees the safety, reliability and efficiency of the Belgian transmission system.
- (3) This document constitutes a proposal by ELIA regarding the terms and conditions applicable to Restoration Service Providers or 'RSPs' (hereinafter referred to as the 'T&C RSP') and takes into account the requirements set up in Article 1 of the network code E&R:
 - (a) the management by TSOs of the emergency, blackout and restoration states;
 - (b) the coordination of system operation across the Union in emergency, blackout and restoration states;
 - (c) the simulations and tests to guarantee a reliable, efficient and fast restoration of the interconnected transmission systems to the normal state from the emergency or blackout states;
 - (d) the tools and facilities needed to guarantee a reliable, efficient and fast restoration of the interconnected transmission systems to the normal state from the emergency or blackout states.
- (4) Pursuant to Article 4(1) of the network code E&R, when applying this Regulation, Member States, regulatory authorities, competent entities and system operators shall:
 - (a) apply the principles of proportionality and non-discrimination;
 - (b) ensure transparency;
 - (c) apply the principle of optimisation between the highest overall efficiency and lowest total costs for all parties involved;
 - (d) ensure that TSOs make use of market-based mechanisms as far as is possible to ensure network security and stability;
 - (e) respect technical, legal, personal safety and security constraints;
 - (f) respect the responsibility assigned to the relevant TSO in order to ensure system security, including as required by national legislation;
 - (g) consult with relevant DSOs and take account of potential impacts on their system; and
 - (h) take into consideration agreed European standards and technical specifications.

- (5) Pursuant to Article 4(2)b of the network code E&R, the TSO develops the T&C RSP and submits them for approval to the relevant regulatory authority in accordance with Article 37 of Directive 2009/72/EC.
- (6) Pursuant to the Electricity Law, the Commission for Electricity and Gas Regulation (hereinafter referred to as 'CREG') is the relevant regulatory authority, tasked under Article 4(2) of the network code E&R, for approving the terms and conditions related to restoration services.
- (7) Pursuant to Article 4(3) of the network code E&R, the regulatory authority shall decide on the proposal of T&C RSP within six months from the date of submission by the TSO.
- (8) Pursuant to Article 7 of the network code E&R, the relevant TSO shall organise a public consultation on the T&C RSP for a period of not less than one month.
- (9) Pursuant to Article 4(4) of the network code E&R, ELIA developed and submitted a proposal for the T&C RSP by 18 December 2018. As this first proposal was not approved by the regulatory authority, the present document represents a new proposal.
- (10) Pursuant to Article 4(4) of the network code E&R, the T&C RSP shall be established either in the national legal framework or on a contractual basis. If established on a contractual basis, as required by national Law, they shall define at least:
 - (a) the characteristics of the service to be provided;
 - (b) the possibility of and conditions for aggregation; and
 - (c) for restoration service providers, the target geographical distribution of power sources with black start and island operation capabilities.
- (11) Currently, the (only) restoration service on a contractual basis foreseen at federal level is the black-start service as defined in Article 2, 70° of the Electricity Law and Article 2, §1, 54° of the Royal Decree of 22 April 2019 establishing a federal technical regulation for the management of and access to the transmission grid (hereinafter referred to as 'Federal Grid Code').
- (12) Pursuant to Article 223 of the Federal Grid Code, the restoration services, among which the back-start service, are ancillary services. Articles 235 to 237 of the Federal Grid Code are applicable to these restoration services.
- (13) Pursuant to Article 12 *quinquies*, § 1, al. 2 of the Electricity Law, the TSO contracts these ancillary services according to transparent, non-discriminatory and market-based procedures.
- (14) Pursuant to Article 54 of the network code E&R, all relevant clauses in contracts and general terms and conditions of a TSO relating to system operation shall comply with the requirements of this Regulation. To that effect, those contracts and general terms and conditions shall be modified accordingly.
- (15) Elia will publish these T&C RSP on its website in the following reference languages: Dutch and French.

SUBMIT THE FOLLOWING PROPOSAL TO THE COMPETENT REGULATORY AUTHORITY

Article 1

Subject matter and scope

- (1) The T&C RSP are the proposed terms and conditions applicable to restoration service providers or RSPs pursuant to Article 4(2)b of the network code E&R.
- (2) Pursuant to Article 4(4) of the network code E&R, the terms and conditions to act as restoration service providers are set out on a contractual basis in the appendix to this proposal, including definitions, general conditions, and specific conditions for the Black Start Service.
- (3) Pursuant to Article 4(2) of the network code E&R, this proposal must be submitted to CREG for approval.
- (4) Pursuant to Article 4(7) of the network code E&R, ELIA may request amendments to these T&C RSP.

Article 2

Implementation Date

- (1) These T&C RSP shall enter into force one month after the approval by CREG and not before January 1st 2021

Article 3

Language

- (1) The reference languages for the T&C RSP are Dutch and French. The T&C RSP will be made available to affected market players in English for information and consultation purposes.

Article 4

General provisions

- (1) In these T&C RSP, unless the context require otherwise:
 - (a) The singular indicates the plural and vice versa;
 - (b) References to one gender include all other genders;
 - (c) The table of contents, titles and headings in these T&C RSP are for convenience only and do not affect their interpretation;
 - (d) The word "including" and its variations are to be construed without limitation;
 - (e) Any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force.

APPENDIX : CONTRACT FOR RESTORATION SERVICES

Appendix: Contract for Restoration Services (hereafter referred to as the “Contract”)

Contract Reference [ContractReference]

between

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

hereinafter referred to as the “**[ServiceProvider]**”,

and

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

hereinafter referred to as “**Elia**”,

Elia and the **[ServiceProvider]** may also hereinafter be referred to individually as “the Party” and collectively as “the Parties”.

Whereas:

- Elia is responsible for the operation of the Belgian transmission system over which it has an ownership right or, at least, a right of use (hereinafter referred to as the “Elia Grid”);
- Elia has been appointed as Transmission System Operator (hereinafter referred to as the “TSO”), in accordance with the Belgian law of 29 April 1999 concerning the organisation of the electricity market (hereinafter referred to as the “Electricity Law”) and supervises the safety, reliability and efficiency of the Elia Grid;
- Elia must therefore ensure the provision of the requisite restoration services (the “Restoration Services” or the “Services”) in accordance with the relevant provisions of the European Regulations, such as the Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration (“E&R NC”) and the Belgian legislation;
- The RSP has expressed its willingness to become a Restoration Service Provider (“RSP”) according to the terms and conditions of this Contract for Restoration Services;
- The Parties understand that this Contract is not a contract granting access to the Elia Grid.
- This Contract defines the mutual rights and obligations of Elia and the Service Provider relating to the provision of the Services;
- This Contract falls under the Terms and Conditions for Restoration Services.

The following has been agreed:

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Part I - GENERAL CONDITIONS

ART. I.1 DEFINITIONS

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

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

Annex	Any annex to the present Contract;
Article or Art.	Any article of the present Contract;
CACM	The Commission Regulation (EU) 2015/1222 of 24 July 2015 establishing a guideline on capacity allocation and congestion management;
Contract	The present Contract, including its Annexes;
CREG	The Commission for Electricity and Gas Regulation, i.e. the Belgian national regulatory authority;
Direct Damage	Any damage, with the exclusion of Indirect Damage, directly and immediately resulting from any contractual breach and/or fault within the framework of or as a result of the execution of the Contract, on any grounds whatsoever (contractual or extra-contractual). The said fault being one, which under similar circumstances, an experienced, professional Service Provider or TSO, respectively, acting according to the rules and taking all reasonable precautions would in no case have committed;
EBGL	The Commission Regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing;
Electricity Act	The Belgian law of 29 April 1999 concerning the organisation of the electricity market (« Loi du 29 avril 1999 relative à l'organisation du marché de l'électricité, <i>M.B.</i> 11.05.1999 » / « Wet van 29 april 1999 betreffende de organisatie van de elektriciteitsmarkt, <i>B.S.</i> 11.05.1999 »), as amended from time to time;
E&R NC	Commission Regulation (EU) 2017/2196 of 24 November 2017 establishing a network code on electricity emergency and restoration;

General Conditions	Part I to the present Contract. The General Conditions are identical in the following contracts for ancillary services to be concluded by Elia: the contracts for balancing services (BSP – “Balancing Service Provider” contracts for FCR – “Frequency Containment Reserve”, aFRR “automatic Frequency Restoration Reserve” and mFRR – “manual Frequency Restoration Reserve”), the contracts for restoration services (RSP – “Restoration Service Provider”), the contracts for voltage and reactive power control services (VSP – “Voltage Service Provider”) and the contracts for services related to congestion management (OPA – “Outage Planning Agent” and SA – “Scheduling Agent”);
Grid Codes	The Federal Grid Code for Transmission (adopted in the form of royal decree on the basis of article 11 of the Electricity Act – currently the “Arrêté royal du 22 avril 2019 établissant un règlement technique pour la gestion du réseau de transport de l’électricité et l’accès à celui-ci, <i>M.B.</i> 29.04.2019” / “Koninklijk besluit van 22 april 2019 houdende een technisch reglement voor het beheer van het transmissienet van elektriciteit en de toegang ertoe, <i>B.S.</i> 29.04.2019”), as amended from time to time, and the grid codes for local and regional transmission, as amended from time to time;
Indirect Damage	Any indirect damage or consequential damage, such as, but not limited to loss of revenue, loss of profit, loss of data, loss of business opportunities, loss of (prospective) clients, missed savings;
Law of 2 August 2002	The Law of 2 August 2002 against payment arrears in commercial transactions (“Loi du 2 août 2002 concernant la lutte contre le retard de paiement dans les transactions commerciales, <i>M.B.</i> 7.08.2002” / “Wet betreffende de bestrijding van de betalingsachterstand bij handelstransacties, <i>B.S.</i> 7.08.2002”), as amended from time to time;
Service(s)	The service(s) and tasks as described in the Specific Conditions of the present Contract and as provided by the Service Provider;
Service Provider	The Service Provider as identified on the first page of the present Contract;
SOGL	The Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation;
Specific Conditions	Part II of the present Contract, supplemented by any annexes;
Terms and Conditions	The terms and conditions as required by, and developed in accordance with, the applicable European regulations. The present Contract constitutes an appendix to the Terms and Conditions as identified in the Whereas section of the present Contract;
Working Day	Any calendar day except for Saturday, Sunday and Belgian public holidays.

ART. I.2 SCOPE OF SERVICES AND CONTRACTUAL STRUCTURE

I.2.1 Scope of Services

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

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

I.2.2 Structure of the Contract

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

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

ART. I.3 ADDITIONAL RULES OF INTERPRETATION

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

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

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

- The singular indicates the plural and vice versa;
- References to one gender include all other genders;
- The table of contents, titles and headings in this Contract are for convenience only and do not affect their interpretation;
- The word “including” and its variations are to be construed without limitation;
- Any reference to legislation, regulations, directive, order, instrument, code or any other enactment shall include any modification, extension or re-enactment of it then in force.

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

I.4.1 Entry into force of this Contract

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

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

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

I.4.2 Duration of the Contract

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

ART. I.5 INVOICING AND PAYMENT

I.5.1 Invoicing matters – General instructions

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

- 1) Full name and address of both the invoicing Party and the invoiced Party;
- 2) VAT number of both the invoicing Party and the invoiced Party;
- 3) Invoiced amount, valued in euro;
- 4) Bank account and bank address (including IBAN and BIC) on which the relevant payment shall be made;
- 5) Invoice number;
- 6) Invoice issue date;
- 7) Designation of the Service and the period on the invoice;
- 8) Tax rate and tax amount separately, if any;
- 9) Specific constraint for invoicing, required by article 226 of Directive 2006/112/CE, if any, e.g. indication of the reference to the applicable provision of the Directive where the supply of services is subject to the VAT reverse charge procedure;
- 10) Reference if required by the invoiced Party;
- 11) Payment term in accordance with paragraph 5.2 hereafter; and
- 12) Specific items as listed in any invoicing section provided for under the Specific Conditions of this Contract.

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

I.5.2 Payment matters

Payments will be made within 30 calendar days following the end of the month in which the invoice is received (this is the due date of the invoice). The invoiced Party shall pay the invoicing Party by direct

transfer to the stated bank account. Within the scope of this Article, an invoice will be considered received on the third Working Day following the date when the invoice was sent (postmark will serve as proof in case of a paper invoice sent by post – in case of an electronic invoice the date the invoice was submitted in the electronic system or sent by email will apply).

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

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

I.5.3 Interest for delayed payment

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

ART. I.6 LIABILITY

I.6.1 . General principles

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

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

I.6.2 Direct Damages

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

I.6.3 Process

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

provisions on which the claim might be based. In case of third party claim, the defaulting Party shall fully cooperate with the defending Party in such response and defense as reasonably required.

I.6.4 Caps

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

ART. I.7 EMERGENCY AND FORCE MAJEURE

I.7.1 Emergency Situation

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

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

When the system is in alert, emergency, black-out or restoration state (as defined in the applicable legislation and regulations¹), Elia is entitled and/or obliged to take all the measures provided for in the applicable legislation and regulations, including under certain circumstances the suspension of market activities as provided for in the applicable legislation and regulations. In case of contradictions with the provisions of this Contract, such measures as foreseen in the applicable legislation and regulations shall prevail on the rights and obligations of this Contract.

I.7.3 Force Majeure

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

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

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

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

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

- natural disasters arising from earthquakes, floods, storms, cyclones or other climatologically exceptional situations recognized as such by a public authority habilitated for this;
- a nuclear or chemical explosion and its consequences;
- exceptional hazards (or “hors catégorie” hazards) during which the sudden unavailability of elements of the grid or of an electricity production unit is caused by reasons other than aging, lack of maintenance or qualification of the operators; including the unavailability of the IT system, whether or not caused by a virus, when all preventive measures have been taken considering the state of the art ;
- the temporary or continuing technical impossibility for the grid to exchange electricity because of disruptions within the control area caused by electrical currents resulting from energy exchanges within another control area or between two or more other control areas and of which the identity of the market participants involved in those energy exchanges is unknown by Elia and which Elia could not reasonably be expected to know;
- the impossibility to operate the grid, installations that from a functional point of view are part of it, or installations of the Service Provider, due to a collective dispute that gives rise to a unilateral measure by employees (or groups of employees) or any other labour dispute;
- fire, explosion, sabotage, acts of terrorism, acts of vandalism, damage caused by criminal acts, criminal coercion and threats of a similar nature or acts having the same consequences;
- state of war (declared or not), threat of war, invasion, armed conflict, blockade, revolution or uprising; and
- The situation in which a competent authority invokes urgency and imposes exceptional and temporary measures on the system operators and/or grid users, such as measures needed in order to maintain or restore the safe and efficient operation of the grids, including the order to shed load in case of a shortage.

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

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

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

ART. I.8 CONFIDENTIALITY

I.8.1 No divulgation of confidential information

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

- if one of the Parties is called to give evidence in court or in their relations with the competent regulatory, administrative and judicial authorities. The Parties shall, as far as possible, inform each other of the situation in advance, and will reach an agreement concerning the form and content of the communication of this information;
- if a prior written agreement has been obtained from the Party issuing the confidential information;
- with regard to Elia, in consultation with operators of other grids or within the framework of contracts and/or rules with the foreign grid operators or regional security coordinators/regional coordination centers, insofar as necessary and where anonymization is not possible and insofar as the addressee of that information undertakes to accord the same degree of confidentiality to that information as that accorded by Elia;
- if such information is easily and normally accessible or available to the public;
- if the divulgence of such information by a Party to persons such as subcontractors and/or their employees and/or their representatives and/or regional security coordinators/regional coordination centers is essential for technical or safety reasons, insofar as those addressees are bound by rules of confidentiality that appropriately guarantee the protection of confidentiality;
- if the information is already legally known by a Party and/or their employees and work agents at the time of transmission, and which has not been communicated by the notifying Party, prior to the transmission, directly, indirectly, or by a third party by breaching an obligation of confidentiality;
- the information which, after transmission, has been brought to the attention of the recipient Party and/or its staff and work agents via a third party, without breaching an obligation of confidentiality with regard to the notifying Party;
- the divulgence of the information is foreseen by applicable legislation and/or regulation;
- the divulgence of aggregated and anonymized information and data.

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

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

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

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

1.8.2 Infringements to confidentiality obligations

Any infringement to this confidentiality obligation shall be considered as serious misconduct by the Party that violates that obligation. Such infringement shall give rise to the payment of compensation for any Direct and Indirect, material and immaterial damage (in deviation from Art. 1.6.2) that the other Party can reasonably demonstrate, subject to the caps of Art. 1.6.4.

I.8.3 Ownership

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

I.8.4 Duration

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

I.8.5 Phone recordings

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

ART. I.9 OBLIGATION OF INFORMATION

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

ART. I.10 REVIEW

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

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

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

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

I.10.2 Amendments to party-specific Annexes

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

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

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

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

ART. I.12 MISCELLANEOUS CLAUSES

I.12.1 Waiver

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

I.12.2 Entire agreement

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

I.12.3 Notices

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

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

I.12.4 Transfer of rights

The rights and obligations specified in the Contract may under no circumstances be transferred, either wholly or in part, without the prior written permission of the other Party (except for transfers to undertakings

affiliated to Elia in the sense of article 1:20 of the Belgian Code of Companies and Associations for which no such permission shall be required). That permission shall not be refused or postponed unreasonably.

I.12.5 Severability

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

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

ART. I.13 APPLICABLE LAW – RULES REGARDING DISPUTES

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

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

- the jurisdiction of the Brussels Enterprise Court; or
- the mediation/conciliation and arbitration service organized by the regulator concerned in accordance with the applicable legislation and regulations; or
- an ad hoc arbitration in accordance with the provisions of the Belgian Judicial Code.

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

Part II - SPECIFIC CONDITIONS FOR THE BLACK START SERVICE

ART. II.1 DEFINITIONS

Balance Responsible Party or BRP	As defined in Article 2 (7) of the EU Commission regulation (EU) 2017/2195 of 23 November 2017 establishing a guideline on electricity balancing and recorded in the register of Balance Responsible Parties;
Black Start Procedure	List of actions to be completed by the operator of a PGM in order to perform the Black Start Service;
Black Start Service	As defined in art. 2 § 1 54° of the Federal Grid Code;
Black Start (BS) Restoration facility	Restoration facility capable of providing the Black Start Service;
Blackout State or "Blackout"	As defined in Article 3 (22) of the Commission regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operation;
Blackout Procedure	List of actions to be completed by the operator of a PGM and which are designed to secure the PGM following a Blackout;
CIPU Contract	The contract for the Coordination of Injection of Production Units concluded with ELIA, or the regulated contract(s) that will replace this contract, in accordance with the dispositions in Art. 4 and Art. 377 of the Federal Grid Code;
CIPU Contract Holder	A party having signed the CIPU Contract and bearing all responsibilities originating from it;
Electrical zones	As defined in Article 3 of the Rules for Coordination and Congestion Management established in accordance with the articles 8 (§1,5°) and 23 (§2, alinea 2, 36°) of the Electricity Law, article 59 (10) of the Electricity Directive, and article 241 of the Federal Grid Code and available on the Elia website . Pending the approval of the aforementioned rules by the CREG, the electrical zones are the following: 380 kV, Hainaut East, Hainaut West, Langerbrugge East, Langerbrugge West, Ruien, Merksem, Stalen, Liège and Schaerbeek.
Elia Grid or transmission grid	The transmission grid as defined in Art. 2, 7° of the Electricity Law;
Federal Grid Code	The Royal Decree of 22 april 2019, establishing a federal technical regulation for the management of and access to the transmission grid, as amended from time to time;
Island	Network or part of a network that is isolated and that works in Island Operation as defined in Art. 2 (43) of the commission regulation (EU) 2016/631 of 14 April 2016 establishing a network code on Requirements for grid connection of Generators hereinafter ("RfG");

Limited Energy Reservoir Restoration Facility	A Restoration Facility that has a constrained energy production capacity and/or a constant primary energy source supply, such as batteries, hydro reservoirs or thermal units that don't have a continuous fuel supply (i.e. incinerators);
Power-Generating Module or "PGM"	As defined in article 2 (5) of the comission regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators;
Restoration Plan	As defined in art. 3 (5) of the E&R NC;
Restoration Service Provider or "RSP"	Legal entity, as defined in Art.3 (1) of the E&R NC, and with whom ELIA has concluded a contract to provide Restoration Services as referred in Art. 236 of the Federal Grid Code;
Restoration Services	Any service designed to restore power and energy supply to the transmission system following a Blackout as defined in Art. 2 §1 53° of the Federal Grid Code, such as, but not limited to, the Black-Start Service;
Restoration facility	Electricity generating facility, comprising one or more PGMs connected to the same connection point on the transmission system and capable of providing a certain Restoration Service;
Test Plan	A plan identifying the equipment and capabilities relevant for the system defence plan and the Restoration Plan that have to be tested, as well as the periodicity and conditions for the tests, defined by Elia pursuant to article 43.2 of the E&R NC and available on Elia's website;
Start-up time	Time elapsed between the moment Elia requests that the RSP activates a Restoration Facility until the time when that Restoration Facility has restored power to the busbar of Elia's substation and is ready to accept load.

ART. II.2 PROCUREMENT OF THE BLACK START SERVICE

- II.2.1 In application of Art. 236 § 2 of the Federal Grid Code, the RSP is the Grid User of a certain BS Restoration Facility or another party designated by the Grid User as per template in Annex 6. the entry into force and validity of this Contract shall be predicated upon prior signature of the CIPU Contract. If the RSP is not the CIPU contract holder, the RSP shall ensure with the CIPU contract holder of the BS Restoration Facility that a CIPU contract is in force and valid;
- II.2.2 If a temporary or definitive closure of the BS Restoration Facility is announced, the present Contract ends at the same day as the closure foreseen by the article 4bis of the Electricity Law. However, in case of temporary closure, if Elia may request to only suspend the Contract temporarily in order for Elia to be able to reactivate the Contract after the end of the temporary closure of the BS Restoration Facility for the remaining term of this Contract if the BS Restoration Facility is necessary to ensure provision of the Service in a certain zone and this without prejudice of Art. II.2.3.
- II.2.3 If in addition, the BS Restoration Facility also participates to the Strategic Reserve, the present Contract ends not earlier than the last day of the Strategic Reserve Contract. The BS Restoration Facilities eligible to provide the Black-Start Service that participate to the Strategic Reserve will be considered for selection after BS Restoration Facilities that are in the market;
- II.2.4 Should the RSP or the grid user change, the new parties assuming their respective roles also assume the obligations of their respective roles in this contract.
- II.2.5 Geographical distribution of BS Restoration Facilities
- The target geographical distribution of the Black Start Service zones in Belgium is described in Annex 5.
- If Elia cannot contract a BS Restoration Facility for one of the 4 regional zones as mentioned in Annex 5, Elia can consider the possibility of not contracting a BS Restoration Facility supplying Black-Start Service in the concerned regional zone only under the following condition: a Restoration Plan adapted to this regional zone can be established by either a 380 kV (380 kV electrical zone) power supply or an additional Black-Start BS Restoration Facility contracted in an adjacent regional zone (meaning 2 BS Restoration Facilities located in the same zone would be contracted by Elia).
- II.2.6 Two (2) BS Restoration Facilities at most can be contracted by Elia in a same electrical zone because technical and operational limitations are introduced for the dispatching in its network restoration procedures.

ART. II.3 CONDITIONS FOR PARTICIPATION IN THE BLACK START SERVICE

- II.3.1 Prior to submitting an offer to provide the Service, a candidate should apply to become a qualified RSP. The conditions to become a qualified RSP are listed hereunder:
- 1) Provision of a declaration (referred to as “sworn statement”) in which the candidate declares the fulfilment of the obligations related to payment of social security contributions in accordance with the legal provisions, fulfilment of the obligations related to payment of taxes in accordance with the legal provisions, and situation of non-bankruptcy.
 - 2) Proof of a sound financial and economical situation of the candidate.

A candidate RSP can apply by submitting a completed application form and the required documents, for the applicable service to Elia. The application form and the template for the sworn statement can be downloaded on Elia's website or requested by e-mail to contracting_as@elia.be, with the contractual responsible as designated in Annex 2 in copy.

II.3.2 Aggregation rules

If several PGMs and/or items of equipment composing a BS Restoration Facility and connected to the same connection point are needed in order to meet the obligations described in Art. II.3.3, they should be able to work together in such a way that they operate in a similar way to a single PGM on the high-voltage grid.

Moreover, these PGMs composing the same BS Restoration Facility must distribute their contribution in such a way as to maximise the dynamic stability margin.

II.3.3 The RSP shall put at Elia's disposal BS Restoration Facilities that meet the following conditions:

- 1) Able to restore sufficiently stable power to sections of the transmission system, provide power to the auxiliary equipment at other BS Restoration Facilities and also accept loads;
- 2) Equipped with an automatic system whereby each of the PGMs at the BS Restoration Facility guarantees a stable and coordinated contribution to the service;
- 3) Respect the specifications for regulating voltage and reactive power production in the Federal Grid Code for each of the site's PGMs;
- 4) Capable of absorbing at least 30 Mvar at the connection point and able to handle the connection of elements of the grid that generate up to 30 Mvar under steady state operating conditions;
- 5) Capable of instantly accepting an offtake of at least 10 MW (with a $\cos \phi \geq 0.8$ inductive) and with a maximum active power volume (with a $\cos \phi \geq 0.8$ inductive), as stipulated in Annex 4 :
 - without the frequency of the Island deviating from the 49-51 Hz range, even temporarily. This condition is without prejudice to the connexion requirements regarding frequency deviations described in the applicable legislation and/or the connexion contract of the unit;
 - without the voltage at the connection point being lower than the shaded operating range in Figure 1, even temporarily;
 - able to cover the temporary currents and voltages at the connection point arising from the restoration of power to the elements mentioned above.

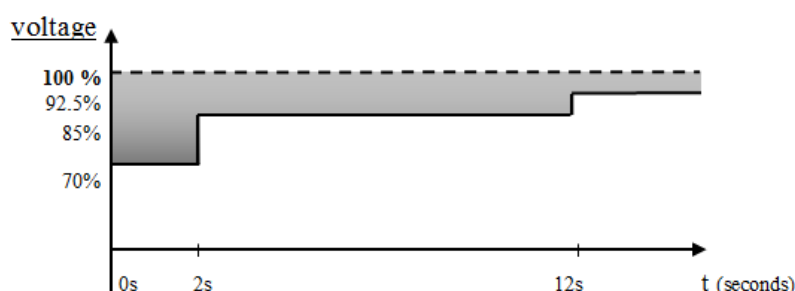


Figure 1: Minimum voltage operating range in black-start conditions

- 6) Able to provide the Black Start Service at least three times during the application of the restoration plan in order to cover a potential collapse of the Island during the grid restoration phase or the start-up of the BS Restoration Facility;
- 7) Equipped with a speed regulator that can control the frequency for each of the PGMs composing the BS Restoration Facility:
 - o With a static error of less than 10 mHz. It must be possible for the normal power control and this frequency control to be used without there being an insensitive zone in respect of the frequency measured. It must be possible for the frequency set-point under steady state operating conditions to be controlled within the aforementioned range;
 - o Based on a droop, the adjusting slope of which can be set at between 2 and 12 % and the dead band of which can be set at between 10 to 200 mHz.
- 8) Able to shift to operational mode using one or another of the speed regulator operating modes, as defined above;
- 9) Equipped with a synchroscope, the operation of which it must be possible to bypass during paralleling;
- 10) Equipped with a single interface with Elia so that the presence of one or more PGMs composing the BS Restoration Facility is clear to Elia;

II.3.4 For each of its BS Restoration Facilities, the RSP shall provide a detailed description of the behaviour under steady state and transitional operating conditions. This description shall include at least the information contained in the technical questionnaire completed during the procurement procedure for this restoration service and shall be kept up-to-date by the RSP at its own initiative. Elia shall be entitled to require the RSP to provide the latest up-to-date version at all times during the term of this Contract.

II.3.5 The RSP shall conduct simulations prior to entry into force of this Contract. These simulations shall be used to validate the compliance of each of the PGMs of its BS Restoration Facilities with the Federal Grid Code (Compliance with the Federal Grid Code: Stability Study) and the E&R NC as well as the compliance of each of the BS Restoration Facilities with the requirements stipulated in Art. II.3. The RSP shall submit to Elia a report containing the results and conclusions of the simulations conducted.

ART. II.4 PROVISION OF THE BLACK START SERVICE

II.4.1 Between the time when Elia requests the start-up of a BS Restoration Facility and the time when the installation is available to accept load, this Start-up Time must be equal to or less than (as stipulated in Annex 4) :

- o 1.5 hours for a BS Restoration Facility that was operating at the time of the Blackout;
- o 3 hours for a BS Restoration Facility that was in shutdown mode at that time.

Once the voltage has been restored (on the high voltage side of the step-up transformer), the BS Restoration Facility must be able to operate for at least the subsequent 24 hours² whilst being subject to offtake fluctuations, as defined above (fluctuations of at least 10 MW, up to a maximum stipulated in Annex 4).

² This obligation is related to the technical ability of the BS Restoration Facility to operate for at least the subsequent 24 hours after start-up and not to the energy limit of the BS Restoration Facility. For Limited Energy Reservoir BS Restoration Facilities, Elia will take into account the energy content as defined in Art. II.4.7 during the restoration of the grid.

II.4.2 Elia shall stipulate the start-up procedures for the BS Restoration Facilities after consulting with the RSP. These procedures are part of the Restoration Plan.

II.4.3 As per Art. II.4.5 and Art. II.4.6 the RSP shall not be obliged to ensure that the BS Restoration Facilities remain available during maintenance work in the event of unforeseen incidents or events causing the outage of the BS Restoration Facility, about which the RSP shall notify Elia immediately. In such cases, a price reduction (reimbursement of the remuneration), as defined in Article II.8.2, shall be applied.

II.4.4 For a RSP that holds three or more BS Restoration Facilities participating in the service, the RSP shall only plan the outage of one out of three BS Restoration Facilities (figure rounded up to the next unit) at any one time.

Moreover, Elia shall be entitled to postpone the planned outage of a BS Restoration Facility according to the modalities of the CIPU contract in order to prevent an excessive share of its BS Restoration Facilities being unavailable at the same time.

II.4.5 In the occurrence of any outage or any other event impacting the BS Restoration Facility's ability to deliver the Service (such as for example an outage of an auxiliary production unit, notwithstanding outages mentioned in Art. II.4.4), the RSP shall immediately notify Elia by email addressed to Elia's real-time operations contact person as per Annex 2. The communication shall pertain information on the BS Restoration Facility's availability to deliver the Service and the estimated duration of the unavailability.

Once the BS Restoration Facility becomes available again the RSP shall equally inform Elia in the same way.

The days of non-availability of the Service under this Article shall also be considered for the calculation of penalties as per Art. II.8.2.

II.4.6 The BS Restoration Facility is considered as available to supply the Black-Start Service according to the following rule:

The outage of a PGM of a BS Restoration Facility shall be defined on the basis of 'PU' and 'FO' statuses on day D-1 and possible updates in intraday as described in Art. II.4.5, as specified within the framework of the CIPU Contract, and taking into account specifications regarding the minimal configuration (i.e. number of PGMs available) for the considered BS Restoration Facility to provide Black-Start Service as described in the restoration scenario drawn by Elia and specified in Annex 1.

On day D, the RSP's remuneration will be reduced proportionally to the number of quarter-hours for which the BS Restoration Facility has been unavailable. If the BS Restoration Facility is available for less than 48 quarter hours in a day, the BS Restoration Facility is considered as unavailable for the whole day.

If the CIPU procedures no longer apply to the PGMs of the BS Restoration Facility (e.g. during the summer period if the BS Restoration Facility is part of the Strategic Reserve), Elia shall determine, together with the RSP, an alternative method that allows for this information to be recovered in a manner that is similar to that described in the CIPU procedures.

Elia shall assess the annual availability of the PGMs of the BS Restoration Facility for each year of this Contract based on the definition of an outage stipulated in the present Article. The applicable penalty system is described in Art. II.8.2.

II.4.7 For each BS Restoration Facility, the RSP must prove to Elia that it disposes at all times of sufficient primary energy resources to be able to deliver the Service in case of Blackout :

- For BS Restoration Facilities that are not characterized as Limited Energy Reservoir BS Restoration Facilities, the RSP must provide Elia with proof that the site has

guarantees regarding the fuel supply allowing a full-load operation during a Blackout and restoration state³;

- For BS Restoration Facilities that are characterized as Limited Energy Reservoir BS Restoration Facilities, Elia and the RSP must determine together a requirement of minimum energy content or minimum fuel stock to be available at all times and to be used to operate during a Blackout and restoration state. This requirement must be agreed explicitly and be notified in Annex 4. This minimum energy content is defined according to the role of the BS Restoration Facility in the Restoration Plan and the specific technical characteristics of the BS Restoration Facility, such as, but not limited to:
 - The **MW capability** of the BS Restoration Facility
 - The **distance between the BS Restoration Facility and the power plant** that needs to be re-energized in the restoration plan considering
 - The necessary power to re-energize the auxiliaries of the target power plant
 - The losses on the network elements
 - The minimum time necessary for the start-up of the to be re-energized power plant
 - The obligation to be able to start three times during the application of the restoration plan as provided in Art II.3.3
 - The **type of restoration** (zonal/380kV or for an adjacent zone)

ART. II.5 EXCHANGE OF DATA RELATING TO THE PERFORMANCE OF THE CONTRACT FOR THE BLACK START SERVICE

II.5.1 The exchange of data between the Parties relating to the performance of the Contract shall take place via real-time communication and/or via offline communication, as described below.

Real-time communication

³ For gas-fired BS Restoration Facilities, an attestation from the gas system operator stating that a connection contract guaranteeing the pressure and the capacity to allow a full load operation during Blackout and restoration state has been signed is considered as sufficient proof.

- II.5.2 Real-time communication shall take the form of electronic messaging in accordance with the specifications established by Elia.
- II.5.3 The RSP shall ensure that Elia is informed in real time of all outages of the BS Restoration Facilities, as described in the CIPU contract as well as of the end of the outage period.
- II.5.4 Elia must be able to contact the RSP at all times in order to request the start-up of a BS Restoration Facility. This requires a voice-based communication channel (point to point) with a standalone capacity of at least 24 hours (without the need for an external energy source), which must be operational in the event of a Blackout, providing a link between the control room of each BS Restoration Facility and Elia's dispatching centre (a regional dispatching centre for voltage levels below 380 kV and the national dispatching centre for the voltage level 380 kV).
- II.5.5 In the event of a Blackout, Elia shall notify the RSP if it plans to make use of the RSP's BS Restoration Facility(ies). In such cases, Elia shall pass on its instructions to the RSP. Elia shall guide the restoration instructions.

Offline communication

- II.5.6 Any offline communications shall be made or confirmed via electronic messaging. The same shall apply to all data exchanged using the formats and software stipulated by Elia.
- II.5.7 The RSP shall ensure that Elia is notified about scheduled outages of the BS Restoration Facilities within the framework of the CIPU contract as well as of the end of the outage period.

ART. II.6 COMPLIANCE TESTING OF THE BS RESTORATION FACILITIES

- II.6.1 Elia shall be entitled to check the efficiency and operation of the BS Restoration Facilities using tests in accordance to the Test Plan that is published at Elia's website⁴ and added in Annex 7.

ART. II.7 REMUNERATION

- II.7.1 The price for providing the Service by the BS Restoration Facilities included in this Contract, is defined in Annex 1 and is applied *prorata temporis* for the duration of the Contract.

Remuneration reduction rules are outlined in Art. II.9.

The agreed price shall cover the availability of the Black Start Service, which implies the availability of the BS Restoration Facility and the technical and operational capacity to provide the Black Start Service (including, in particular, the maintenance of the installations, maintenance of the procedures, staff training, as well as the RSP's internal tests and those requested by Elia, but under no circumstances the compensation foreseen under Article II.8.5).

- II.7.2 Without prejudice to Article II.7.1, ELIA shall remunerate the Service Provider for any successful test conducted officially by ELIA except for the test limited to the Black Start inspection test. The remuneration per test shall be defined in Annex 1. In the case of a test that is limited to a Black Start inspection test, no ad-hoc remuneration is foreseen.

If a test, as foreseen under the Test Plan, fails and this failure cannot be attributed to a problem relating to the Elia Grid, the BS Restoration Facility shall be deemed to no longer be on the list of Generating Sites providing the Black Start Service. Remuneration shall be suspended, as foreseen in Art.II.8.5, and shall only resume once it has been proven, via a fresh conclusive

⁴ At the moment of public consultation of this T&C RSP, the Test Plan is also consulted on the same page.

test paid for by the RSP, that the BS Restoration Facility can provide the Black Start Service. A price reduction shall also be granted in accordance with Article II.8.6.

- II.7.3 The remuneration rules for a Black Start test, as described in Art.II.7.2, shall not apply for initial tests for new BS Restoration Facilities providing the Service as described in the Test Plan.

In this specific case, if a BS Restoration Facility fails two tests in a row and these failures cannot be attributed to a problem relating to the transmission system, the RSP shall be obliged to reimburse all remuneration paid by Elia since the date this Contract entered into force.

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

ART. II.8 PENALTIES FOR NON-PERFORMANCE OF THE CONTRACT FOR THE BLACK START SERVICE

- II.8.1 A price reduction shall apply when a BS Restoration Facility is affected by a full or partial outage, as defined in Art. II.4.5. The price reduction is proportional to the number of quarter-hours for which the BS Restoration Facility has been unavailable as defined in Art II.4.6. The price and the price reductions shall be equal to the price indicated in Annex 1.

If several PGMs grouped together at the BS Restoration Facility and connected to the same connection point are needed to meet one of the obligations described in Art. II.3, the price reduction for a one-day outage of one of these PGMs shall amount to the daily remuneration for the whole BS Restoration Facility.

In the case of a Limited Energy Reservoir BS Restoration Facility, a price reduction equal to the daily remuneration as indicated in Annex 1 shall apply if, for at least one quarter hour of the day, the minimal primary energy volume or fuel stock agreed in Annex 4 is not respected, provided the BS Restoration Facility is available as foreseen in Art.II.4.5.

- II.8.2 In addition to the remuneration reduction outlined in Art.II.8.1, the following penalty system shall apply in the event of an excessively long outage (evaluated over a period of one year) of a PGM located at the BS Restoration Facility:

Annual availability of the BS Restoration Facility	Penalty applied
Between 255 and 325 days	One month's remuneration
Between 146 and 254 days	Two months' remuneration
Less than 145 days	Three months' remuneration

If the Contract is concluded for less than one year, annual availability shall be calculated *prorata temporis*.

- II.8.3 The sum of penalties provided in articles II.8.1 and II.8.2 is subject to an annual cap, without prejudice of the responsibility of the RSP for not respecting his obligations in accordance with Article I.6 of the General Conditions.

This cap is equal to the annual remuneration (i.e. number of days per year multiplied by daily remuneration) received by the RSP for the concerned Black-Start BS Restoration Facility (*prorata temporis* for the duration of the Contract) and specified in Article II.7.1.

- II.8.4 At the latest three months after the end of the year, Elia shall audit the availability of the BS Restoration Facilities in accordance with Art.II.8.2 and shall consequently apply the price reductions to the next monthly invoice.

- II.8.5 If a Black Start test report indicates, in accordance with the Test Plan, that the start-up failed or the RSP did not correctly observe the test specifications and, providing that Elia cannot attribute this to the transmission system, payment of the remuneration for the availability of the relevant BS Restoration Facility shall be suspended by Elia as of and including the day of the failed test and until the RSP achieves a successful test start-up. The cost of a new test or any new test start-up within this framework shall be borne in full by the RSP.

- II.8.6 If a Black Start test report indicates, in accordance with the Test Plan, that the start-up failed or the RSP did not correctly observe the test specifications and, providing that Elia cannot attribute this to transmission system, a price reduction equal to one (1) month's remuneration shall be payable by the RSP to Elia without prejudice to Art.II.8.5.

- II.8.7 The price payable by Elia shall be reduced by the cost of the price reductions determined in accordance with Articles II.7.2, II.8.1, II.8.2, II.8.5 and II.8.6, subject to any liability on the part of the RSP for failure to meet its obligations in accordance with Article I.6 of the General Conditions.

ART. II.9 INDEXATION OF THE REMUNERATION FOR THE BLACK START SERVICE

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

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

Where:

- P (Y) = the unit price for year i
- Y = year for which the new price is determined
- Y-1 = the previous year
- NI = new index, equal to the average monthly consumer price index published on <http://statbel.fgov.be/nl/statistieken/cijfers/economie/consumptieprijsen/> (in Dutch) for the last known 12 (twelve) months at the moment of the calculation of the index (which is performed on the month before delivery period).
- BI = base index, equal to the average monthly consumer price index published on <http://statbel.fgov.be/nl/statistieken/cijfers/economie/consumptieprijsen/> (in Dutch) for the last known 12 (twelve) months preceding the NI period.

ART. II.10 INVOICING AND PAYMENTS FOR THE BLACK START SERVICE

II.10.1 Without prejudice to Article I.5, by the fifteenth (15th) of each calendar month M, the RSP shall send Elia a draft report on the provision of the Black Start Service during the previous month (M-1). This report shall include the following data:

- Outages at the BS Restoration Facility during the previous month (M-1) and a proposed price reduction based on these outages.
- The results of any tests pursuant to Art. II.6.

By the twentieth (20th) of each calendar month, Elia shall send the RSP its agreement with this report or any comments relating thereto, as well as the calculation of the price reductions for the previous month (M-1) in accordance with the provisions of Articles II.8.1, II.8.2, II.8.5 and II.8.6, including the calculation method and all the data underpinning this calculation. If the RSP challenges the invoiced price reductions, the RSP shall notify Elia without delay. The parties shall then strive to reach an amicable settlement. Failing this, the dispute resolution procedure stipulated in Article I.13 of the General Conditions shall apply.

II.10.2 By the twenty-fifth (25th) of each calendar month M, the RSP shall send Elia its monthly invoice, which shall include in addition to the elements mentioned in Art. I.5.1:

- a. the remuneration, pursuant to Article II.7.1, for the service to be provided in the following month M+1;
- b. the remuneration reductions for the month M-1 as calculated by Elia pursuant to Art. II.8, in accordance with Art. II.10.1;
- c. the remuneration of the tests in accordance with Art II.7.2.
- d. any other amount payable under the terms of this Contract;

The appropriation structure to be used by the RSP is outlined in Annex 3.

ART. II.11 CONTRACT DURATION

The Parties agree that this Contract is valid from its entry into force until 31/12/2023 without prejudice to Art II.2.1 to Art. II.2.4.

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

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

[•]

[•]

[•]

[•]

Date:

Date:

RSP, represented by:

[•]

[•]

[•]

[•]

Date:

Date:

ANNEX 1. BLACK START PGMS:

BS RESTORATION FACILITY XXX (LOT X: S/TART DATE – END DATE) COMPRISES PGMS A, B, C

A. TOTAL: €XXX/day
Total per test:€XXX/test

B. Availability Criteria
XXX

ANNEX 2. CONTACT PERSONS

FOR ELIA:

1 Contract monitoring

[•]

Boulevard de l'Empereur 20

1000 Bruxelles

Tel.: +32 (0)2 546 7443

Fax: +32 (0)2 546 7840

Email: **[•]**

2 Invoicing and payments

Settlement

[•]

Boulevard de l'Empereur 20

1000 Brussels

Tel.: +32 (0)2 546 7062

Email: system.services@elia.be

Invoicing and payments

ELIA TRANSMISSION BELGIUM NV

[•]

Boulevard de l'Empereur 20

1000 Brussels

3 Real-time operations

National dispatching (Operations)

Chaussée de Vilvoorde 126

B-1000 Brussels

Tel.: +32 (0)2 382 2383

Fax: +32 (0)2 382 2139

Email: dispatching@elia.be

Northern regional dispatching office (Noord)
Southern regional dispatching office (Zuid)
4 Non real-time operations
National dispatching (Duty)
Chaussée de Vilvoorde 126
B-1000 Brussels
Tel.: +32 (0)2 382 2308
Fax: +32 (0)2 382 2139
Email: dispatching@elia.be
5 Analysis and preparation of tests
[•]
Vilvoordselaan, 126
1000 Brussels
Tel.: +32 (0)2 240 53 69
Email: [•]

FOR THE RSP:

1 Contract monitoring
2 Invoicing and payments
2.1 Settlement
2.2 Invoicing and payments
3 Real time (24h/24h)
4 Non real-time operations

ANNEX 3. APPROPRIATION STRUCTURE

Auxiliary service	Remuneration	Booking reference
Black Start	Base price	900101
	Reduction for outages	900102

ANNEX 4. TECHNICAL CHARACTERISTICS OF THE BLACK START PGMS

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

ANNEX 5. GEOGRAPHIC DISTRIBUTION OF BS RESTORATION FACILITIES FOR THE BLACK START SERVICE

Elia contracts one BS Restoration Facility able to provide the Black Start Service in each of five following zones (1 380kV zone and 4 regional zones);

- The regional zones defined for the Black Start Service correspond to the aggregation of Electrical Zones as described below:
 - North-West = Langerbrugge East, Langerbrugge West and Ruien
 - North-East = Merksem and Stalen
 - South-West = Hainaut East, Hainaut West and Schaerbeek/Brussels
 - South-East = Liège
- The 380 kV Electrical zone, is supplied by a Black Start BS Restoration Facility connected to the 380 kV. If no BS Restoration Facility connected directly to the 380 kV zone can be found, BS Restoration Facility connected to lower voltage networks could also provide Black-start of the 380 kV zone if they are able to.

ANNEX 6. LETTER TEMPLATE FOR THE DESIGNATION BY GRID USER OF A RSP

ELIA Transmission Belgium NV

To the attention of [●]

Keizerslaan 20

B-1000 Brussel

Date: dd/mm/yyyy

Subject: Agreement for the transfer of rights and obligations regarding the supply of Restoration Services to a RSP

	Grid User	RSP
<i>Name</i>		
<i>Address</i>		

[Grid User] declares that:

1. He agrees to transfer the rights and obligations of the Contract for Restoration Services for the delivery period of DD/MM/20XX⁵ to 31/12/20XX to [RSP] located at [ADDRESS].
2. The access point (s) of the Black Start BS Restoration Facilities of the Grid User are covered by a valid BRP contract signed by the BRP and a valid CIPU contract signed by the CIPU contract holder
3. The Grid User shall ensure the proper transmission to the different parties referred to the previous point of the relevant information regarding the participation of the BS Restoration Facility to the Service as well as the relevant information relative to the production/unavailability plans of the BS Restoration Facility required by each of those parties to fulfil its obligations.
4. He is aware of the content of the concerned contract to be concluded by Elia and [RSP]
5. He will not take other commitments with respect to the delivery of Restoration Services.

[Grid User] recognizes and agrees that the contract between Elia Transmission Belgium and [RSP] for Restoration Services is without prejudice to its rights and obligations regarding the BRP and CIPU contracts.

[Grid User] and [RSP] recognize that Elia is not accountable for:

1. A disagreement between [Grid User] and [RSP] regarding the production of energy and the delivery of Restoration Services.
2. A disagreement between [Grid User], [CIPU Contract Holder], [BRP] and/or [RSP] related to penalties, as provided in the contract for Restoration Services, and resulting from a faulty information provided by [Grid User].

⁵ Date of the effective transfer of the contract

[RSP] declares that he will inform [Grid User] in case of any modification regarding the delivery of the above mentioned service. If a change of grid user occurs, this agreement between [Grid User] and [RSP] is no longer valid and [Grid User] ensures that the new grid user takes over the agreement under same terms and conditions.

[Grid User] with enterprise number [NUM], represented by:

Name:

Name:

Function:

Function

Date: dd/mm/yyyy

Date: dd/mm/yyyy

[RSP] with enterprise number [NUM], represented by:

Name:

Name:

Function:

Function

Date: dd/mm/yyyy

Date: dd/mm/yyyy

For knowledge and agreement:

Elia Transmission Belgium NV (Elia), represented by:

Name:

Name:

Function:

Function:

Date: dd/mm/yyyy

Date: dd/mm/yyyy

ANNEX 7. TEST PLAN

Please refer to the section « Compliance testing of Power Generating Modules capabilities – Black Start service » of the Test Plan.

At the moment of the publication of this Contract, this section is the only part of the Test Plan that has been approved by the Minister of Energy on the 15th of April 2020. In consequence Elia can only publish below this section of the Test Plan.

4 Compliance testing of Power Generating Modules capabilities

4.1 Black Start service

4.1.1 Introduction

Each RSP, which is a PGM delivering Black Start service, shall execute a Black Start capability test considering the minimum requirements laid down in Article 44(1) of the NC ER and of Article 45(5) of NC RfG.

As specified in Article 45(5) of NC RfG, the Black Start capability test aims to demonstrate the technical capability to start from shut down without any external electrical energy supply.

However, as the ultimate goal of the Black Start service is to energize a dead busbar, accept active and reactive power loading and resynchronize the islanded grid with the other part of the transmission system to support the grid restoration, ELIA requires the Restoration Facility to demonstrate all these aspects.

4.1.2 Test periodicity

In agreement with Article 44 of NC ER, a Black Start capability test should occur at least every three years.

Without prejudice to the previous paragraph, and in order to check that the Restoration Facility is capable of delivering the Black Start Service, the test should occur at least once during the term of the RSP Contract agreed between the RSP and ELIA.

4.1.3 Test description

The Black Start capability test may take the form of one of the following tests:

- **Test 0:** Black Start inspection which consists of:
 - An inspection of the Service Provider's installations and submission to ELIA's representatives of the 'Black-out' and 'Black Start' procedures to be executed by the PGM's operators.
 - An explanation to Elia of these procedures by the operators of the RSP
 - A demonstration of the operation of ancillary 'Black Start' facilities (auxiliary diesel generators, compressors, auxiliary boilers, etc.).
- **Test 1:** Start-up and reconnection:
 - The PGM is shut down, followed by a start-up according to the time defined in paragraph "Provisions of the Black Start service" of the RSP Contract.
 - The auxiliary systems of the PGM are powered by an independent power source such as a diesel generator according to the 'Black Start' procedure of the PGM.
 - The PGM is then connected to the transmission system that is already energized.

- **Test 2:**
 - The PGM's auxiliary systems are powered by an independent energy source
 - The PGM will demonstrate the ability to re-energize a bus bar of the transmission system that was at zero voltage. The PGM should be able to control the bus bar voltage to reference values equal to 0.9 p.u., 1 p.u. (voltage p.u. base = nominal voltage of the transmission system busbar).
- **Test 3:**
 - In addition to the performances required in test 2, the PGM will demonstrate the exchange of reactive power with the transmission system, when the TSO switches in inductive or capacitive elements to the islanded system. The TSO may request to demonstrate reactive power exchanges up to the limits specified in paragraph "Conditions for participation to the black-start service" in the RSP contract.
- **Test 4:**
 - In addition to the performances required in test 3, the PGM will demonstrate the ability to inject active power into the islanded system, when the TSO switches in active load blocks (MW). The TSO may request to demonstrate active power exchanges up to the limits specified in paragraph "Conditions for participation to the black-start service" in the RSP contract.

By default, ELIA will require performing a Black Start capability test 4. However, if due to particular circumstances (e.g. unavailable test load, potential negative impact on the transmission system), a test 4 cannot be executed, ELIA may, in concertation with the RSP decide to execute another test among those described above in this article.

Apart from the periodic test every three years, ELIA preserves the right to request the RSP to perform intermediate tests among those described above in this article, if deemed necessary by ELIA.

ELIA will motivate and communicate the reason for an intermediate test to the RSP.

4.1.4 Success criteria

The Black Start capability test is deemed successful when it fulfils the conditions established by ELIA in accordance with article 43(5) of the NC ER.

4.1.5 Test organization and preparation

The test is prepared by ELIA and the RSP considering the minimum requirements laid down in Article 44(1) of NC ER, with the exception of the unplanned tests described in paragraph 4.1.6 of this Test Plan.

The RSP and ELIA shall take all steps to limit, as far as possible, the commercial impact for both parties arising from performing a planned Black Start capability tests.

The date on which the Black Start capability tests takes place (Test Date) will be decided by mutual agreement between ELIA and the RSP. The Test Date must be chosen in a period starting three months before the Reference Date and ending three months after the Reference Date. The Reference Date is determined by the furthest date forward between:

- the date of entry into force of the RSP Contract plus six months
- the date of the previous Black Start capability tests on the same Restoration Facility plus three years.

If ELIA and the RSP fail to reach an agreement regarding the Test Date within 30 calendar days of the start of consultations, ELIA shall impose a Test Date unilaterally unless the RSP can prove that this would seriously damage its assets and that other, equally effective testing periods are feasible.

In accordance with art 4(8) of the NC ER, the RSP can complain against a TSO in relation to ELIA's decision and may refer the complaint to the CREG which, acting as dispute settlement authority, shall issue a decision within two months after receipt of the complaint. That period may be extended by a further two months where additional information is sought by the CREG. That extended period may be further extended with the agreement of the complainant. The CREG's decision shall be binding unless and until overruled on appeal.

The Black Start capability test is executed according to the Black-out and Black Start procedures of the RSP and ELIA's relevant procedures.

The RSP shall provide ELIA with the following documents prior to performance of each Black Start capability test or upon ELIA's request:

- 'Black-out' procedure as defined in Article II.1 of the RSP Contract.
- 'Black Start' procedure as defined in Article II.1 of the RSP Contract.
- Full single-line diagram of the installations

ELIA shall be entitled to attend the Black Start capability test. To this end, the RSP shall ensure that ELIA has access to the buildings of the Restoration Facility.

In case of failed Black Start capability test, ELIA undertakes, where applicable, to assist in arranging a new Black Start capability test within two months of receiving the request from the RSP.

4.1.6 Unplanned test

Without prejudice to previous paragraphs, and in order to check that the Restoration Facility is actually capable of providing the Black Start Service, ELIA shall be entitled to conduct a Black Start capability test as described in paragraph 4.1.3 of this Test Plan without a prior warning or consultation with the RSP.

This type of unplanned test may only be conducted by ELIA if the Restoration Facility is available (based on the definition of outage set out in Article II.4.6 of the RSP Contract), its generation program is at zero (based on the CIPU nominations sent by the Service Provider) and it is not participating in the supply of other reserves at the time. ELIA shall be entitled to conduct this type of test at least once for each Restoration Facility over the term of the RSP Contract.

4.1.7 Test reports

ELIA shall, with the assistance of the RSP, compile a report on each completed test.

The RSP shall make available to ELIA all the test reports and important information relating to earlier and current internal tests conducted at the Restoration Facility.

4.1.8 Initial test for a new Restoration Facility

For any Restoration Facility not covered by a Black Start service contract in the year preceding the year in which the RSP Contract was concluded or that have not passed a test during the previous three years, a Black Start capability test will have to be passed as quickly as possible by the end of the first year of the RSP Contract.