

# General Framework for the Slow Tertiary Control Non-Reserved Service by Non-CIPU Technical Units

*Version applicable from 1<sup>st</sup> January 2019 to 31<sup>st</sup> March 2019*

Between

**ELIA SYSTEM OPERATOR N.V.**, a company established under Belgian law with head office at Keizerslaan 20, B-1000 Brussels, company registration number BE0476.388.378, and represented by **Patrick De Leener** and **Chris Peeters**, authorised signatories;

Hereinafter referred to as "ELIA",

and

<b>Company name</b>	
<b>Company Registration Number</b>	
<b>Address Head Office</b>	
<b>V.A.T. Number</b>	
<b>Represented by</b>	
<b>Contract Reference</b>	

Hereinafter referred to as the "BSP"

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

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**WHEREAS:**

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

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

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

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

IT IS CONSEQUENTLY AGREED AS FOLLOWS:

## 1 Definitions

Access Point(s)	An Injection Point and/or an Off-take Point to the Elia Grid or the Public Distribution Grid;
Access Responsible Party or "ARP"	Any natural person or legal entity listed in the Register of Access Responsible Parties in accordance with the Federal Grid Code for Transmission. Also referred as Balance Responsible Party or "BRP";
Access Responsible Party associated with a BSP or "ARP <sub>BSP</sub> "	The Access Responsible Party, appointed by the BSP, to take in its balancing perimeter the responsibility for the energy volumes requested by ELIA to the BSP for each quarter hour of a Service activation. In case Transfer of Energy applies, the supplied energy is allocated to its balancing perimeter in accordance with the ToE Rules;
"ARP <sub>source</sub> "	The Access Responsible Party of the access point of the grid user;
ARP Contract	The contract concluded between ELIA and an ARP in accordance with art. 150 and 151 et seq. of the Federal Grid Code;
Bidding Obligations for Energy Bids	The obligations to be respected by the BSP when submitting Energy Bids;
Balancing Rules	A document, validated by the CREG, describing the market operation rules for the compensation of quarter-hourly imbalances, pursuant to art. 159§1 of the Federal Grid Code;
Balancing Services	As defined in article 2 (3) of the Electricity Balancing Guideline;
Balancing Service Provider or "BSP"	Any natural person or legal entity, as defined in article 2 (6) of the Electricity Balancing Guideline, and with whom ELIA has concluded a contract to provide Balancing Services;
Baseline	Calculated value (in MW) representing an estimation of the average power on a quarter-hourly basis of the power that would have been measured on the considered Delivery Point without an activation of the Service;
BSP-DSO Contract	An agreement between the BSP and DSO allowing the BSP to provide the Service to ELIA with the Delivery Points listed in the

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	corresponding contract;
Call for Bids	Call by ELIA towards all BSPs holding a valid General framework for Slow R3NR Service by non-CIPU Technical Units to submit their Energy Bids;
CDS	The closed distribution system (or, according to the Electricity Act and the electricity decrees and/or ordinances, closed industrial system or closed professional system) is the grid directly connected to the ELIA Grid and recognised by the relevant authorities as a Closed Distribution System;
CDS Metering Technical Info Checklist	Report demonstrating that minimum metering requirements for the metering facility at a CDS Delivery Point set by ELIA are fulfilled;
CDS Operator or "CDSO"	A natural or legal person appointed by the relevant authority as the operator of the CDS;
CIPU Contract	The contract for the coordination of injection of Production Units concluded with ELIA in respect of art 198 of the Federal Grid Code;
Contract with Valorization of the Deviation	Contract between the Grid User and the Supplier by which the Supplier valorizes the deviation between the nomination and the final position;
Control Area	The area in which a transmission system operator controls the permanent balance between demand and offer of electricity, taking into account the exchanges of active power with the control areas of other transmission system operators;
CREG	The federal regulatory authority of gas and electricity markets in Belgium;
Delivery Period	The timeframe in which the Service has to be made available to ELIA <sup>1</sup> ;
Delivery Point	A point on an electricity grid or within the electrical facilities of a Grid User, where a balancing or SDR service is delivered –

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<sup>1</sup> Also referred to as "period to cover" in the Balancing Rules.

	<p>this point is associated with one or several metering(s) and/or measures, according to dispositions of the applicable general framework or contract, that enable(s) ELIA to control and assess the delivery of the Service;</p>
DP <sub>SlowR3NR,max,up</sub>	<p>The maximum upwards Slow R3NR Power (in MW) that can be supplied by a Delivery Point;</p>
Electrical Zone	<p>The ELIA Grid is divided into ten zones: 380, Hainaut East, Hainaut West, Langerbrugge East, Langerbrugge West, Ruien, Merksem, Stalen, Liège and Schaerbeek. Those areas are represented by a colour that indicates the options with regard to production changes (red: no changes allowed; green: changes allowed);</p>
Elia Grid	<p>The electricity grid to which ELIA holds the property right or at least that of using and operating it, and for which ELIA has been designated as the transmission and local transmission system operator;</p>
Energy Bid(s) or “Bid(s)”	<p>A combination of volumes and prices, offered by the BSP to ELIA;</p>
ENTSO-E	<p>European Network of Transmission System Operators for Electricity;</p>
Federal Grid Code	<p>The provisions of the Royal Decree of 19 December 2002, as amended from time to time, regarding the technical regulations for operating an electricity grid and access thereto;</p>
Final Client	<p>Any physical person or legal entity buying electricity for its own use. For contractual relations with ELIA, the Final Client is the Grid User itself or is represented by the Grid User;</p>
Forced Outage	<p>An unforeseen and unpredictable (full or partial) outage of Technical Units making it impossible for the BSP to deliver (part of) the Service;</p>
Gate Closure Time	<p>The latest moment at which an Energy Bid can be submitted for a given Delivery Period;</p>
General Framework	<p>The present general framework for the Slow Tertiary Control Non-Reserved Service by Non-CIPU Technical Units;</p>
General Terms & Conditions	<p>The General Conditions governing ancillary services at the time an Energy Bid is made, valid for the applicable Delivery Period. At the moment of the signature of the General framework, this</p>

is the version of 13/05/2013. All references in the General Framework are made based on this version;

Grid Codes	The Federal Grid Code and the Grid Codes for Local and Regional Transmission;
Grid Codes for Local and Regional Transmission	The Grid Codes for local or regional transmission of electricity that are or shall be applicable in Flanders, Brussels and Wallonia, as amended from time to time;
Grid User	The natural person or legal entity connected to the Elia Grid, CDS or Public Distribution Grid as producer or consumer;
Grid User Declaration	Official declaration of the Grid User, as provided by template foreseen in the General Framework, authorizing the BSP to offer the Service using his Delivery Point;
Headmetering "Headmeter(s)"	or Measurement of electrical energy associated with the Access Point as determined by ELIA, or the DSO (for the Public Distribution Grid), by means of one or more meters installed by ELIA for the ELIA Grid and the DSO for the Public Distribution Grid;
Injection	The net injection of active power as measured at the Delivery Point. The term injection is used to designate a certain sense of energy flow and does not exclusively refer to the technical means with which Service is provided;
Opt Out Arrangement	Arrangement, according to which the BSP, the $ARP_{BSP}$ , the $ARP(s)_{source}$ and Supplier(s) of a Delivery Point jointly agree to enter in an Opt-Out regime for the settlement of an activation of the Service;
Month	Period starting at 0:00 hrs the 1 <sup>st</sup> of the month until 24:00 hrs the last day of the month;
Non-CIPU Technical Unit	A Technical Unit that is not undertaken in a valid CIPU Contract being technically capable of making available and supplying the concerned Service through a Delivery Point;
Open Qualification Procedure	A pre-qualification procedure in which prospective BSPs are screened based on criteria set by ELIA in a publication on <a href="http://ted.europe.eu">ted.europe.eu</a> ;
Opt Out	A specific regime of the Transfer of Energy, as described in section 8.2 of the ToE Rules, for which all aspects (i.e. volume, price and contractual modalities, including eventual financial

	guarantees) are explicitly settled in a joint arrangement signed by the BSP, Supplier(s) and corresponding ARP(s). In case all concerned parties are the same entity, this is considered as an implicit Opt Out;
Power measured or “Pmeasured”	The active power measured at a physical location connected to the Elia Grid or the Public Distribution Grid at a certain voltage level (sum of offtake and injection). Net consumption from the Elia Grid is considered as a positive value, net injection into the Elia Grid is considered as a negative value;
Prequalified Power or “PQP”	Quantity of power (expressed in MW) per Delivery Point connected to the Public Distribution Grid that is prequalified by the DSO concerned;
Procedure For BSP Acceptance	Procedure for which the BSP must fulfil all conditions in order to participate in the Service;
Procedure For Delivery Point Acceptance	Procedure for which the Delivery Point must fulfil all conditions in order to participate in the Service;
Public Distribution Grid	The electricity distribution system for which the Distribution System Operator has proprietary rights or at least user or operating rights and for which it is the designated Distribution System Operator as licensed by the Regional Regulator or the competent regional authorities;
Public Distribution System Operator Concerned or “DSO”	A natural personal or legal entity appointed by the designated regional regulator or regional authority, who is responsible for the exploitation, the maintenance and, if necessary, the development of the Public Distribution Grid in a certain zone and, where applicable, for its interconnectors with other systems and who is responsible of guaranteeing the long-term ability of the Public Distribution Grid to meet reasonable demands for electricity distribution;
Rules for the Organization of the Transfer of Energy or “ToE Rules”	The set of rules, as defined by Article 19bis §2 of the Electricity Law and approved by the CREG, that lay down the principles for Transfer of Energy;
Slow Tertiary Control Non-Reserved Power or “Slow R3NR Power”	A quantity of Slow Tertiary Control Non-Reserved Power expressed in MW;
Strategic Demand Reserve or “SDR”	Supply of strategic reserves by means of demand as foreseen in article 7quinquies §2,1° of the Electricity Law and as defined in the contract for SDR;



Submetering "Submeter(s)"	or	Measurement of the electrical energy consumed or injected by a Technical Unit by means of one or more meters situated downstream of the Headmeter(s);
Supplier		Any natural or legal person selling electricity to one or more Final Client(s). The Supplier produces or sells the electricity sold to the Final Client(s);
Technical Unit		A facility (part of CIPU Contract or not) connected within the Control Area of ELIA, able to provide balancing services to ELIA
Slow Tertiary Control Non-Reserved Service by Non-CIPU Technical Units or "Service"		The Tertiary Control Non-Reserved Service that is governed by the present General Framework, comprising at least the following: <ul style="list-style-type: none"> <li>• the submission of Energy Bids;</li> <li>• the activation of these Energy Bids in accordance with the provisions of the present General Framework;</li> </ul>
Slow Tertiary Control Non-Reserved Power Requested or "Slow R3NR <sub>Req</sub> "		The Slow Tertiary Control Non-Reserved Power requested (in MW) by ELIA to a BSP for a certain hour;
Slow Tertiary Control Non-Reserved Power Supplied or "Slow R3NR <sub>Sup</sub> "		The quantity of the Slow Tertiary Control Non-Reserved Power physically supplied by the BSP, expressed in an average power (MW) during one hour;
Transfer of Energy or "ToE"		As defined in article 19bis §2 of the Electricity Law;
Transfer Price		The transfer price agreed upon during the commercial negotiation between BSP and Supplier for the financial compensation between the BSP and the Supplier in case Transfer of Energy applies;
Transfer Price by Default		Price determined by the result of the formula fixed by the CREG, in application of the Art. 19bis §3 of the Electricity Law, for the determination of the transfer price for ToE, in case of lack of agreement on the financial compensation between the BSP and the Supplier;

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

- 2.1. The BSP makes its best efforts (not being unreasonable), by signature of this General framework, to participate in the procurement for the Service throughout the validity period of the General Framework, i.e. from General Framework signature date to 31/12/2021 and in case of a retained Energy Bid for a Delivery Period, to provide the Service throughout this Delivery Period.
- 2.2. The General Framework will come into force subject to the conditions set forth in Art. 3.1 a.
- 2.3. The performance of the General Framework is governed by the General Terms & Conditions. Any update of the General Terms & Conditions will be done in accordance with art. 11.
- 2.4. The clauses of the General Framework will be supplemented by the General Terms & Conditions. If there is a contradiction between the General Framework and the General Terms & Conditions, the General Framework shall take precedence.
- 2.5. The BSP declares that he has received a copy of the General Terms & Conditions and that he accepts them. The BSP hereby renounces his own general terms & conditions, special or otherwise, regardless of the time when they were remitted or the form of their remittance.
- 2.6. The terms and conditions of the General Framework related to the Transfer of Energy are supplemented by the ToE Rules. In case of discrepancy between the ToE Rules and the General Framework, the ToE Rules shall take precedence.
- 2.7. The Annexes to the General Framework form an integral part of the General Framework. Any reference to the General Framework will include the Annexes, and vice-versa. If there is a conflict of interpretation between an Annex of the General Framework and one or more provisions of the General Framework, the provisions of the General Framework shall take precedence.

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

### **3.1. BSP conditions**

- a. The present General Framework will come into force subject to the following conditions:
  - The BSP complies with the qualification conditions set forth in the Open Qualification Procedure (hereinafter referred to as requirements for signature of the General Framework).
  - The BSP has designated an ARP<sub>BSP</sub>, being either itself or another party. In the latter case, the BSP communicates to ELIA the name of the ARP<sub>BSP</sub> according to the template provided in Annex 2;
- b. The Parties shall ensure that the proper performance of this General Framework is always based on the existence and proper performance of the requisite contractual agreements with third parties involved.

- c. ELIA is entitled to evaluate, at any time during the validity period of the General Framework, whether the BSP complies with the conditions mentioned in art. 3.1. For the avoidance of doubt and without prejudice to any other regulation, i.e. under the Federal Grid Code, regarding access to grid users' connection installations, this does not entail any right for ELIA to physically access the BSP's assets. Unless, the Grid User has given ELIA its explicit authorization to physically access the Grid User's installations for verification of the Submetering installation, as stipulated in art. 6.6.
- d. If the BSP no longer complies with conditions in art. 3.1, ELIA will notify the BSP via a registered letter. If after 15 working days upon this notification the BSP remains uncompliant with these conditions, the General framework will be terminated without prior approval by a court of law in accordance with the terms of art. 11 of the General Terms & Conditions. This implies, after termination, if the BSP wants to offer the Service, he must re-apply via the Open Qualification Procedure and sign a new General framework with ELIA, subject to compliance with said conditions.
- e. For the avoidance of doubt, the Parties are aware of the mutual relationships that exist between the present General framework, other Balancing Service contracts, the ELIA-Supplier Contract, the SDR and SGR contract(s), the ARP Contract(s) and the Connection and Access Contract(s) with ELIA and/or the DSO concerned, as each of them is an essential constituent of the means that ELIA uses to ensure the safety, reliability and efficiency of the ELIA Grid. The observance of the rules set out in the aforementioned contracts is necessary for the proper implementation of the present General framework.
- f. The BSP allows ELIA to publish aggregated and anonymized information relating to the procurement results on ELIA's website.
- g. The BSP agrees that, if the Transfer of Energy applies for Delivery Points linked to an Access Point being included in a Contract with Valorization of the Deviation, the Supplier of the concerned Access Point will be informed of the Slow R3NR Power Supplied at the level of the concerned Access Point.

### 3.2. Conditions for all Delivery Points

#### **a. A Delivery Point may be**

- an Access Point connected to the ELIA Grid;
- an Access Point connected to the Public Distribution Grid
- another point within the electrical facilities of a grid user downstream of an Access Point connected to the ELIA Grid (hereinafter referred to as "Submetering Delivery Point" );
- another point within the electrical facilities of a grid user downstream of an Access Point connected to the Public Distribution Grid (hereinafter referred as "DSO Submetering Delivery Point");
- a point within a CDS connected to the ELIA Grid.

**b. Ancillary service combinability conditions**

- A Delivery Point supplying Slow R3NR Service by Non-CIPU Technical Units cannot participate to any other Balancing Service or Strategic Demand Reserve Contract;
- Any other Delivery Point upstream or downstream of the Delivery Point supplying Slow R3NR Service by non-CIPU Technical Units cannot be part of any other Balancing Service or Strategic Demand Reserve contract with ELIA, independently from the fact that the BSP is the same party.

**c. Metering requirements**

- All Delivery Points must comply with the metering requirements set forth in Annex 4.
  - Submeter(s) on Submetering Delivery Points must be compliant and must be able to communicate metering data in accordance with the technical requirements in Annex 4 and Annex 5.
  - In case of a new Submetering Delivery Point, or a Submetering Delivery Point whose data communication with ELIA has been interrupted or if no Submeter commissioning test has been performed in more than 5 years, the BSP needs to successfully complete a Submeter commissioning test as specified in Annex 3E. The general liability regime, organized by art. 4 of the General Terms & Conditions, is applicable during this test.
- d. The BSP declares that the Delivery Points, as mentioned in art. 3.2, are related to Access Point(s) included in valid Access Contract(s) and are in the Perimeter of an ARP having a valid ARP Contract.
- e. Technical Units which are included in a CIPU Contract are not allowed to participate in the provision of Slow R3NR by non-CIPU Technical Unit.
- f. The BSP declares that in case of an activation of the Service, the consumption of active power at a Submetering Delivery Point will not be transferred to another process or to a production unit resulting in a decrease of its original injection at the Access Point. An activation of the Service must have an overall effect of either reducing net offtake and/or increasing net injection at the level of the Access Point compared to usual practice.
- g. ELIA reserves the right to disqualify a Delivery Point if the participation of the Delivery Point in the Service jeopardizes the ELIA Grid security in the Belgian Control Area.

**3.3. Conditions for Delivery Points Connected to the ELIA Grid**

- a. The BSP and ELIA agree on the list of Delivery Points connected to the ELIA Grid or to a CDS. The agreed list is based on the template in Annex 1.
- b. The BSP declares that all these listed Delivery Points connected to the ELIA Grid are technically capable of providing the Service and in respect with all conditions set forth in this art. 3.3.

- c. For each Delivery Point connected to the ELIA Grid, the BSP declares the  $DP_{SlowR3NR,max,up}$  as mentioned in Annex 1.
- d. All Delivery Points connected to the ELIA Grid in the list must have successfully completed the following elements of the Procedure For Delivery Point Acceptance, as per Annex 3:
- Grid User Declaration as specified in Annex 3A;
  - In case of Submetering Delivery Points: Submeter Commissioning Test as specified in Annex 3E. In no case shall ELIA be liable for any direct or indirect damages to third parties resulting from or occurring during the Submeter Commissioning Test. The general liability regime organized by art. 6 of the General Conditions is applicable to the BSP during the test;
  - In case of Delivery Points within a CDS: CDSO declaration as specified in Annex 3F.
- e. ***Update of the Pool***

The agreed list of Delivery Points connected to the ELIA Grid or to a CDS may be modified by submitting an updated list based on the template in Annex 1 via e-mail to the contract manager as mentioned in Annex 11 under the following conditions:

- At the moment of the notification, the Delivery Points must respect all applicable conditions set in art. 3.2 and 3.3;
- ELIA will accept or reject by e-mail the updated list at latest 5 working days after reception of the notification by the BSP.
- The updated list of Delivery Points becomes effective at the day following the notification of acceptance by ELIA.

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

#### 3.4. Conditions specific for Delivery Points Connected to DSO grid

- The BSP and the DSO agree, in the BSP-DSO Contract on a list of Delivery Points connected to the DSO grid. The BSP declares that all these listed Delivery Points connected to the DSO grid are technically capable of providing the Service.
- The list of DSO connected Delivery Points is provided by the DSO to ELIA. ELIA will only consider this list; in particular for monitoring of Slow R3NR Supplied, as per art. 7.4. The BSP keeps ELIA informed of the latest list of DSO connected Delivery Points for informative purposes only.

- For Delivery Points connected to the DSO grid, the associated  $DP_{\text{SlowR3NR,max,up}}$  of each Delivery Point is declared in the BSP-DSO contract.  $DP_{\text{SlowR3NR,max,up}}$  should always be lower or equal to the DSO Prequalified Power. In case no  $DP_{\text{SlowR3NR,max,up}}$  value has been communicated by the BSP, it is by default equal to the DSO Prequalified Power.

### 3.5. Conditions related to the application of the Transfer of Energy

#### **Financial Guarantee**

- a. Rules for the financial guarantee of BSP for Transfer of Energy are defined in the CREG Decision (B) 1677 of 15 March 2018. In case of discrepancies between the present General Framework and the CREG Decision, the latter shall prevail.
- b. Prior to the entry into force of the General Framework, the BSP has to provide ELIA with a proof of a financial guarantee related to the application of the Transfer of Energy for all Delivery Points concerned, as provided by Art. 7.1 of the ToE Rules. This financial guarantee takes the form of a bank guarantee, valid for at least one calendar year, and complies with all provisions of chapter IV of [CREG Decision 1677](#) dated on 15 March 2018. In case the pool of the BSP only consists of Delivery Points under the Opt-Out regime, such a bank guarantee is not required.
- c. The BSP is responsible for ensuring the compliancy of the bank guarantee (e.g. validity, minimal amount) at any time.
- d. At the beginning of each Month, ELIA disposes of 5 Working Days to perform a compliancy check of the bank guarantee. In case of non-compliance, ELIA will suspend the General Framework with immediate effect by notification to the BSP via registered letter. As a consequence, the BSP is not allowed to participate to any procurement procedure for which Transfer of Energy applies.
- e. In case the bank guarantee remains uncompliant 10 Working Days after reception of the notification, the General Framework may be terminated following approval by a court of law.
- f. Specifications applicable for the bank guarantee are provided in chapter IV of CREG Decision (B) 1677 dated on 15 March 2018.

#### **ToE regime**

- g. Transfer of Energy, resulting in a Transfer Price (possibly being Transfer Price by Default), is only applicable to Delivery Points presenting a positive yearly average net offtake, as foreseen by sections 7.3 and 10.2 of the ToE Rules. This characteristic of the Delivery Point is valid from the 1<sup>st</sup> April of year Y to 31<sup>st</sup> March of year Y+1.

Each year Y, in February, ELIA will assess this characteristic for each Delivery Point, based on data of the calendar year Y-1 (i.e. 01/01/Y-1 to 31/12/Y-1), for the next applicable period.

For the first period of application starting on 1<sup>st</sup> November 2018 to 31<sup>st</sup> March 2019, the yearly average net offtake is established based on data of the calendar year 2017

- h. A Delivery Point characterized by a positive yearly average net offtake can only be part of the Pool of the BSP if one of the following conditions is satisfied :
- A proof that an Opt Out Arrangement applies between the BSP, the Supplier(s), the  $ARP(s)_{source}$  and the  $ARP_{BSP}$ , as per template provided in Annex 3B, has been provided to ELIA. In case of an Implicit Opt Out, such a proof is not required;
  - A proof of an agreement between the BSP and the Supplier(s) on the Transfer Price, as per template provided in Annex 3C, has been provided to ELIA;
  - A copy of the CREG decision, authorizing the BSP and the Suppliers to apply the Transfer Price by Default, has been provided by the BSP to ELIA.
- i. Any other Delivery Point can only be part of the Pool of the BSP if a proof that an Opt Out Arrangement applies between the BSP, the Supplier(s), the  $ARP(s)_{source}$  and the  $ARP_{BSP}$ , as per template provided in Annex 3B, has been provided to ELIA. In case of an Implicit Opt Out, such a proof is not required.

#### 4 Procurement of the Service

- 4.1. ELIA will procure the Slow R3NR Service from BSPs with a valid General Framework.
- 4.2. ELIA will procure Slow R3NR for one Delivery Period based on a Call for Bids, as foreseen by section 8.5.1 Bis of the Balancing Rules. In case a Call for Bids is launched, ELIA will communicate the following information:
- The concerned Delivery Period defined by the date, start time and end time;
  - The Gate Closure Time, at least 2 hours after notification of the Call for Bids;
  - An indication of the total volume to be procured by ELIA, determined according to the procedure described in section 8.5.1 Bis of the Balancing Rules.
- 4.3. The Call for Bids will be communicated by e-mail to all BSPs holding a valid General framework.
- 4.4. A Slow R3NR Energy Bid must respect Bidding Obligations for Energy Bid listed in Annex 9A. In particular, a Slow R3NR Energy Bid comprises, amongst others, the following elements:
- The offered volume (in MW);
  - A unit price for fixed cost (in €/MW), in accordance with art. 8.5;
  - A unit price for activation (in €/MWh), in accordance with art. 8.6;
  - The list of Delivery Points that will deliver the Slow R3NR Power, as well as their detailed contribution (in MW) to the offered volume for the concerned Energy Bid.

- 4.5. The BSP introduces his Slow R3NR Energy Bids before Gate Closure Time by sending an e-mail to ELIA including the Slow R3NR bid sheet. The template of the e-mail to offer Slow R3NR Energy Bids is provided in Annex 6. A customized template of the bid sheet will be provided to the BSP at the moment of General framework signature while an example of the bid sheet is shown in Annex 9B. The standard bid sheet is also available on the ELIA dedicated webpage.
- 4.6. Upon reception of Energy Bids, ELIA will perform the bidding checks as described in Annex 9C.
- 4.7. The BSP is responsible for the correctness and accuracy of his Energy Bids. ELIA cannot be held responsible for any potential mistakes or errors in a bid submission.
- 4.8. An Energy Bid is considered as firm at Gate Closure Time. However, the BSP can still cancel his Energy Bid up to 5 hours before the beginning of the Delivery Period under the condition that a sound justification is provided to ELIA. The cancelation notification must be sent by e-mail, as per template provided in Annex 6. ELIA will confirm by e-mail the reception of cancelation notification before the beginning of the preparation.
- 4.9. All communications related to the procurement procedure of Slow R3NR Service are performed in accordance with dispositions of art. 6.10 and directed to contacts as foreseen by art. 13.

## 5 Provision of the Service

### Preparation

- 5.1. When ELIA identifies the need to activate one or more Energy Bid(s), in accordance with dispositions of section 8.5.1 bis of the Balancing Rules, ELIA will inform the BSP to start the preparation of the concerned Energy Bid(s) 5 hours before the beginning of the Delivery Period. The preparation notification is performed by e-mail to the BSP.
- 5.2. The BSP should acknowledge the preparation notification by sending an e-mail to ELIA based on template provided in Annex 6. In the absence of explicit cancelation, as foreseen in art. 4.8, ELIA will consider the concerned Energy Bid(s) as prepared, even though no acknowledgement message has been received by ELIA after preparation notification. In case of non-respect of operational procedure, art. 9.4 will apply.
- 5.3. From the beginning of the preparation period up to 1,5 hour before the beginning of the Delivery Period, the offered volume of an Energy Bid can be updated as follows:
  - A decrease of the volume within a limit of 20% of the initial offered volume for the concerned Energy Bid can be submitted to ELIA<sup>2</sup>;

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<sup>2</sup> Example: if the initial offered volume amounts to 50 MW, the BSP can update this volume down to 40 MW.



- An increase of the volume within a limit of 20% of the initial offered volume for the concerned Energy Bid can be requested to ELIA<sup>3</sup>. The increase of volume will only be effective after explicit approval by ELIA. The request of the BSP can be rejected by ELIA without any justification;
- The BSP requests an update of the offered volume for one or more Energy Bid(s) by sending an updated bid sheet (including the corresponding updated contribution by Delivery Point) by e-mail, as specified in Annex 6.
- The acknowledgement or approval by ELIA are sent by e-mail in accordance with templates provided in Annex 6;
- The updated volumes, as acknowledged or approved by ELIA, constitute the basis for the calculation of the remuneration foreseen in art. 8.5 and 8.6.

The BSP is responsible for the respect of those volume limits. In case ELIA receives an updated volume exceeding the authorized limits, ELIA will limit the update to 20% at maximum without further notification to the BSP.

- 5.4. The right for ELIA to start the preparation of an Energy Bid never implies that an activation of the concerned Energy Bid will be requested by ELIA.
- 5.5. In case a preparation has been requested for an Energy Bid but no activation for the concerned Energy Bid has been requested at the end of the Delivery Period, the preparation is remunerated in accordance with dispositions of art. 8.3.
- 5.6. All communication during the preparation will be performed in accordance with art. 6.10.

#### Activation

- 5.7. In real time, ELIA may activate one or more Energy Bid(s) offered by the BSP in accordance with section 8.9 of the Balancing Rules.
- 5.8. ELIA will inform the BSP of an activation 1 hour before the start of an activation by sending an e-mail of activation notification to the BSP. The BSP should acknowledge the activation notification by sending an e-mail to ELIA based on template provided in Annex 6. In the absence of acknowledgement by the BSP, ELIA will consider the concerned Energy Bid(s) as activated and dispositions regarding non-respect of operational procedures foreseen in art. 9.4 will apply.
- 5.9. The volume activated by ELIA for one Energy Bid is the total volume of the offered Energy Bid, taking into account the last update of the offered volume accepted by ELIA, as per art. 5.3.
- 5.10. An activation of Slow R3NR Power presents the following specifications :
  - The minimal duration of an activation amounts to 1 hour;
  - The maximal duration of an activation amounts to 4 hours **unless the BSP has specified in his Energy Bid the authorization for ELIA to prolong the activation beyond 4 hours**. The activation is always limited to the end of the Delivery Period;

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<sup>3</sup> Example: if the initial offered volume amounts to 50 MW, the BSP can update this volume up to 60 MW.

- An activation of Slow R3NR Power always starts on a quarter hour (i.e. HH:00; HH:15; HH:30 or HH:45);
- ELIA can request one (or more) prolongation(s) of the activation by sending an e-mail to the BSP 1 hour before the start of the prolongation<sup>4</sup>. The duration of a prolongation can amount to one or more hour(s) while respecting the maximal duration of an activation as specified here above. The BSP should acknowledge the prolongation notification by e-mail as per template in Annex 6.
- These specifications are supplemented by activation rules specified in Annex 9D.

5.11. ELIA remunerates the BSP for the activation and prolongation of an Energy Bid in accordance with art. 8.4.

5.12. When an activation occurs for a certain Energy Bid:

- Ex-post calculations in order to determine the Slow R3NR Supplied are performed as described in Annex 7 and with respect to the confidentiality of the concerned data;
- ELIA will communicate on a monthly basis the Slow R3NR Supplied per quarter hour, as stipulated in Annex 7, as well as the detail per Delivery Point to the BSP;

5.13. The BSP undertakes to deliver a precise quantity of the Service, with any (set of) Delivery Point(s) of his choice, listed in Annex 1 or in a BSP-DSO Contract.

5.14. An activation of the Service must have an overall effect of either reducing net offtake or increasing net injection at the level of the Access Point compared to usual practice. In case of reasonable doubt, ELIA reserves the right to request more information from the BSP; if ELIA establishes that the above clause is not respected ELIA reserves the right to suspend the concerned Delivery Point(s) from Annex 1. This suspension becomes valid from the moment of notification by ELIA.

#### Forced Outage

5.15. In case of a Forced Outage occurs for an Energy Bid before its activation or its prolongation, the BSP should contact ELIA as soon as he notifies the situation. The BSP indicates to ELIA by e-mail, as per template in Annex 6, the remaining available volume (if any) for the concerned Energy Bid and the reason for the Forced Outage. ELIA will acknowledge the notification by e-mail and take into account the updated volume.

## **6 Exchange of information**

### Metering

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<sup>4</sup> For example: ELIA may first activate for 18h45 to 19h45. Then ELIA may ask for two prolongations from 19h45 to 20h45 and from 20h45 to 21h45.

- 6.1. All metering data will be collected, treated and validated for all Delivery Points as described in Annex 4.
- 6.2. The BSP hereby agrees that metering data coming from ELIA for Delivery Points on the ELIA Grid, the CDS Operator for Delivery Points within a CDS, the DSO for Delivery Points within the Public Distribution Grid or from Submetering Delivery Points, as mentioned in Art.6.1, will be used as the basis for settlement as specified in art. 7.
- 6.3. If ELIA has not received the metering data of a Delivery Point 30 calendar days after an activation, this non-measured volume is considered as non-valid and is not taken into account for the calculation of the effective Slow R3NR Power Supplied by the BSP, even if this creates an imbalance in the balancing perimeter of the concerned ARP. In case the metering data are available locally in the internal memory of the Submeter(s), the BSP may request to use them by making a request to ELIA who shall intervene to retrieve the data and seal the Submeter(s) again. If the problem regarding the meter(s) of the Delivery Point is not solved within a delay of 30 calendar days, this Delivery Point is suspended from Annex 1 until the BSP is at measure (by undergoing a new Submeter commissioning test if needed) to communicate the metering data in respect of contractual dispositions.
- 6.4. A new Submetering Delivery Point must succeed a Submeter commissioning test as part of the validation procedure to be able to participate in the provision of the Service. After the conclusion of a successful Submeter commissioning test ELIA will seal the Submeter(s) according to provisions in Annex 5C, unless if exceptional technical reasons do not allow its sealing. Should such reasons exist, the Grid User must sufficiently motivate them through the Grid User Declaration.
- 6.5. In cases where Art. 6.3 is of application, it is the responsibility of the BSP to ensure that the data transmitted to ELIA are correct. Also in this same case and in order to ensure the correctness of the transmitted metering data, ELIA reserves the right to perform (or ask a third party to perform) necessary verifications during the contractual period; in this event the Grid User must facilitate the said verifications by all possible means. Should these verifications prove the transmitted metering data to be incorrect, ELIA will notify the BSP by registered letter and will request that an explanation be provided by registered letter within 7 calendar days starting from notification; in the absence of an answer or in case the explanation for the said deviations does not suffice to prove that the BSP has made his best effort to provide correct data to ELIA, the Delivery Point Concerned will be immediately suspended from Annex 1 of the present General Framework until a new verification proving the correctness of data is performed by ELIA on demand of the BSP. In case an intentional falsification of data is proven, ELIA reserves the right to take all further action in reclaiming its damage and interests as foreseen by the General Terms & Conditions. Furthermore, in the above event, in accordance with Art. 66 of the Royal Decree of 16th of July 2012 relative to the award of public contracts, ELIA reserves the right to exclude the BSP from the bidding procedure for Services for an indefinite time period.
- 6.6. The BSP can contest the metering data communicated by ELIA to the BSP regarding the Submetering Delivery Points as specified in Annex 4C. Without explicit contestation in within the mentioned delay, the BSP tacitly accepts the metering data communicated by ELIA to the BSP regarding the Submetering Delivery Points.
- 6.7. In case ELIA accepts the motivation for the contestation as in art. 6.6, the BSP can propose replacement values. ELIA has the final responsibility of the metering data and as such, assess case by case the admissibility of the request for replacing the values.



#### Procurement procedure and activation

- 6.8. The exchange of information between ELIA and the BSP for the procurement procedure and for the activation will be executed by exchange of e-mails, as described in Annex 6.
- 6.9. The BSP gives explicit permission to ELIA to introduce all relevant information in her IT tools on behalf of the BSP. The BSP is not allowed to modify himself any data encoded by ELIA in relation with the Service. In case modification is needed, the BSP should contact ELIA by e-mail.
- 6.10. If ELIA notices the non-respect of art. 6.9, ELIA can apply dispositions foreseen in art. 9.4.
- 6.11. The exchange of information for the performance of the General Framework will be directed to the respective contact persons of the Parties, as specified in art. 13.

### **7 Record and monitoring of the Service**

#### Record and monitoring of the Baseline

- 7.1. The Baseline applying for Slow R3NR is “Last QH”: it corresponds to the power measured during the quarter hour preceding the quarter hour in which the activation notification of Slow R3NR was received.
- 7.2. ELIA will check every month that the Baseline for activations of month M-2 meets the following criteria:
  - The value of the Baseline should not exceed 20% of the estimated value resulting from the application of the method “High X of Y”, as described in section 9.3.2 of the ToE Rules, for the quarter hour defining the Baseline.
- 7.3. If ELIA observes that the Baseline does not respect criteria of art. 7.2, penalties will apply according to art 9.1.

#### Record and monitoring of Slow R3NR Power Supplied

- 7.4. ELIA will check every month the quantity of Slow R3NR Power Supplied by the BSP, during activations of month M-2, in accordance with art. 5.12. This check is performed by calculating the difference between the Slow R3NR Power Requested and the Slow R3NR Power Supplied as per the method described in Annex 7.
- 7.5. If ELIA notices that the Slow R3NR Power Supplied is deviating from the Slow R3NR Power Requested, ELIA will apply dispositions of art. 9.2.

### **8 Remuneration**

- 8.1. The remuneration for the activation of an Energy Bid consists of a remuneration for the Slow R3NR Power Requested, as described in Annex 8.
- 8.2. The foreseen remuneration for the delivery of Slow R3NR Power will be calculated on a monthly basis. The remuneration corresponds to the sum of the remuneration for the Energy Bids prepared or activated.

- 8.3. In case an Energy bid has been requested by ELIA to prepare without being activated, the remuneration for the concerned Energy Bid amounts to the remuneration for fixed cost as specified in art. 8.5.
- 8.4. In case an Energy bid has been activated by ELIA, the remuneration for the concerned Energy Bid is calculated as follows:
- i. For the first hour of the activation  
The remuneration amounts to the sum of the remuneration for fixed cost, as specified in art. 8.5. and the remuneration for activation, as specified in art. 8.6.
  - ii. For any other hour of activation (or prolongation)  
The remuneration amounts to the remuneration for activation as specified in art. 8.6.
- 8.5. The remuneration for fixed cost of an Energy Bid is the product of:
- The unit price for fixed cost, in €/MW, of the Energy Bid in accordance with Bidding Obligations for Energy Bids as specified in Annex 9A;
  - The Slow R3NR Power Requested, in MW, based on the last valid update of the offered volume for the concerned Energy Bid, as per art. 5.3;
- 8.6. The remuneration for activation of an Energy Bid is the product of:
- The unit price for activation, in €/MWh, of the Energy Bid in accordance with Bidding Obligations for Energy Bids as specified in Annex 9A;
  - The Slow R3NR Power Requested, in MW, based on the last valid update of the offered volume for the concerned Energy Bid, as per art. 5.3;

## 9 Penalties for non-performance of the General framework

- 9.1. If ELIA notices that, for one Energy Bid, the BSP has not respected the criteria on the Baseline, according to art. 7.2, ELIA will apply a financial penalty which amounts to the total remuneration of the Energy Bid as foreseen in art. 8.4.
- 9.2. If ELIA notices, for one or several activation(s), a significant deviation between the Slow R3NR Power Supplied and Slow R3NR Power Requested, ELIA reserves the right to request a sound justification to the BSP. In case the BSP does not provide such a justification or the justification is not sufficient, ELIA may exclude the BSP for one or more procurement procedure(s).
- 9.3. The sum of the penalties under art. 9.1 will be subject to a monthly cap equal to the monthly remuneration as defined in art. 8.2, without prejudice to any liability on the part of the BSP for the non-fulfillment of his obligations in accordance with art. 6 of the General Conditions.
- 9.4. ELIA reserves the right to exclude any BSP for one or more procurement procedure(s) if ELIA notices that:
- The BSP has not respected art. 6.9;
  - The BSP has not respected operational procedures.

## 10 Invoicing and payment

- 10.1. Via a joint validation platform or other channel allowing such validation, ELIA will provide the BSP with a report on the monitoring mentioned in art.7, at the latest by the end of each calendar month, relating to the record and monitoring of the Service provided by the BSP in month M-2.
- 10.2. In the aforementioned report, ELIA will communicate to the BSP the Slow R3NR Supplied including the detailed information per Delivery Point, calculated as per method described in Annex 7.
- 10.3. Disputes from the BSP regarding the calculated volumes stipulated in 10.2 must be reported within 10 calendar days starting from the day following ELIA's submission of the respective report. Should this occur, the Parties shall enter into negotiations with each other with a view to reaching an agreement in accordance with art. 12 of the General Framework.
- 10.4. If no agreement can be reached:
  - a. the Parties shall continue their negotiations with a view to reaching an amicable arrangement;
  - b. if no amicable arrangement is reached, the dispute settlement procedure set out in art. 13.2 of the General Terms & Conditions shall apply.
- 10.5. The BSP shall send to ELIA his monthly pro-forma invoice no later than on the 25th (twenty-fifth) of each calendar month M. The pro-forma invoice will include, among other things:
  - i. the monthly remuneration for month M-3, calculated in accordance with dispositions of art. 8.2;
  - ii. the BSP's bank account number to which payment must be made.
- 10.6. ELIA shall either approve or reject the pro-forma invoice within 5 working days of receiving it. In accordance with the pro-forma invoice, the invoice may only be sent to the Invoicing & Payment department after ELIA has approved the pro-forma invoice.
- 10.7. Annex 10 includes the appropriation structure to be used by the BSP.

## 11 Modifications to the General framework

- 11.1. ELIA has the responsibility to have the same General Framework for Slow R3NR Service by Non-CIPU Technical Units for all BSPs.
- 11.2. Therefore, before modifying the General Framework, ELIA will inform all BSPs who have signed a General Framework at least five working days before its entry into force by means of a proposal for an addendum.
- 11.3. When ELIA does not reach an agreement with one or more parties who have signed a General Framework with ELIA, ELIA can, in order to respect art. 11.1:
  - notify all abovementioned BSPs that the General Framework without modifications will apply starting from the date foreseen in art. 11.2.
  - exclude the BSP if he refuses the addendum from bidding until both Parties agree upon the addendum.

- 11.4. In case of modifications to the General Framework requested by the BSP to ELIA, ELIA will consider these modifications, taking art. 11.1 into account and to implement the changes, will proceed as described in art. 11.2.

## **12 Consultation and disputes**

- 12.1. If there is a dispute or conflict of interpretation between the Parties regarding one of the clauses of the General framework or regarding the implementation thereof, the Parties shall try to settle their dispute or conflicting interpretation amicably, before resorting to legal action, but with the reserve of all legal means required because of extreme urgency, including in this case summary proceedings in court. The Parties undertake to organize a consultative meeting within 10 days of receiving a registered letter in which the dispute is raised by one of the Parties. If the Parties cannot reach agreement within 30 days of that first meeting the first Party to take action shall take the dispute to court.
- 12.2. In view of the complex relationships, the Parties accept hereby, in order to facilitate the application of the rules regarding coherence or intervention, either – in the case of related disputes – to renounce any arbitration proceedings for the purpose of intervening in another judicial procedure, or – conversely – to renounce a judicial procedure for the purpose of taking part in multi-party arbitration. In the case of dissension, preference will be given to the procedure introduced first.
- 12.3. This General framework is governed exclusively by Belgian law.

## **13 Contact persons**

- 13.1. All contacts between the BSP and ELIA regarding the performance of the General framework should take place between the persons designated in Annex 11.
- 13.2. Both parties shall keep the contact details up to date throughout the validity of the framework, by exchanging the filled out template in Annex 11. These exchanges and updates can be done via e-mail.



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

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

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

**Chris Peeters**  
Chief Executive Officer

Date:

Date:

**BSP**, represented by:

**Name:**  
Function:

**Name:**  
Function:

Date:

Date:

**ANNEX 1.      TEMPLATE FOR THE LIST OF SLOW R3NR DELIVERY POINTS**

**Name** [BSP]

**Version:** [date submission BSP]

**Validity Period:** [start] – [end]

In accordance with art. 3.3, the BSP must declare the Delivery Points on which he will deliver the Service.

The Delivery Points must be in respect with all the conditions set forth in art. 3.2, 3.3 and 3.5 as well as conditions detailed in Annex 3 of the General Framework.

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

Updates of this list must be exchanged and agreed upon according to dispositions in 3.3 via email (both the contract manager and [contracting\\_slowR3NR@elia.be](mailto:contracting_slowR3NR@elia.be) conform to art. 13 of the General framework). The fact of being listed in the present Annex does not constitute a right of access to the Elia Grid for the said Delivery Points or Access Points.

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

Delivery Point Name	Type (TSO, Submetering, CDS)	EAN <sup>5</sup>	Grid User	DP <sub>SlowR3NR,max,up</sub> [MW]	Delivery Point approved by ELIA (to be completed by ELIA)
					[ X ]
					[ ]

<sup>5</sup> This concerns:

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

## ANNEX 2. PROCEDURE FOR BSP ACCEPTANCE

This annex describes all the conditions to be fulfilled in order to participate in Slow R3NR Service by non-CIPU Technical Units.

The BSP engages to execute the fulfillment of all conditions to ELIA by making an Energy Bid of Slow R3NR Service by non-CIPU Technical Units to ELIA.

Additionally, because of the importance on the Balancing Services, ELIA must be assured that the BSP meets the organizational requirements and that the Delivery Point(s) meet the technical requirements in order to be able to deliver the contracted service.

### A. DESIGNATION OF AN ARP<sub>BSP</sub>

In accordance with Art. 3.1, the BSP designates to ELIA the ARP<sub>BSP</sub> that will be representing him for the provision of the Service by submitting the following template document completed and signed by the concerned ARP<sub>BSP</sub>:

[ARP<sub>BSP</sub> Company] validly represented by Mr/Mrs [Name] in his/her quality as [Function] (hereinafter "The ARP<sub>BSP</sub>") hereby confirms to ELIA that he will be representing [BSP Company] validly represented by Mr/Mrs [Name] in his/her quality as [Function] (hereinafter "The BSP") for the provision of the Slow R3NR Service by non-CIPU Technical Units as described in the General Framework for Slow R3NR Service by non-CIPU Technical Units. This agreement is valid from DD/MM/YYYY to DD/MM/YYYY. The ARP<sub>BSP</sub> also confirms holding a valid ARP contract with ELIA during the period of validity of this agreement. Any Party of this agreement has the right to terminate the agreement unilaterally by simple notification to ELIA and the other Party. Termination of the agreement will become effective 10 working days after reception by ELIA of a registered letter.

### ANNEX 3. PROCEDURE FOR DELIVERY POINT ACCEPTANCE

This annex describes all the conditions to be fulfilled by a Delivery Point in order to participate in Slow R3NR Service by non-CIPU Technical Units.

#### A. GRID USER DECLARATION

ELIA must receive the proof that the Grid User has signed without reserves the Grid User Declaration containing the following clauses:

- “The Grid User hereby gives the BSP the permission to offer the Slow R3NR Service to ELIA as described in the General Framework Agreement for Slow R3NR Service by non-CIPU Units (hereinafter, “General Framework Agreement”) concluded between the BSP and ELIA, from \_\_\_\_\_ to \_\_\_\_\_.
- “The Grid User hereby acknowledges that all given information in this Grid User Declaration is true and accurate.”
- “The Grid User hereby acknowledges submitting this information for one BSP and that he will participate in the Slow R3NR Service by non-CIPU Technical Units service with only one BSP at the same time.”
- “The Grid User hereby renounces any possible legal claims that he might invoke against ELIA because of the implementation of the General Framework Agreement for Slow R3NR Service. The Grid User moreover confirms to Elia that his commitment to provide Slow R3NR Service as stipulated in this General Framework Agreement does not breach existing contracts with third parties (with whom the Grid User has a contractual or regulated relationship, such as, but not limited to, the Supplier of the Grid User).”
- The Grid User acknowledges that the present document is valid until either its respective expiry date or the submission by another BSP of a new Grid User declaration for the Delivery Point Concerned signed and validated by the Grid User.
- “The Grid User hereby gives explicit permission to ELIA to inform the BSP of the measurements of the Delivery Points Concerned.”
- “Details of the Delivery Point Concerned:”

Deliver Point Name	Delivery Point Identification (EAN)	DP <sub>SlowR3NR,max,up</sub> [MW]

#### B. TEMPLATE FOR THE OPT-OUT ARRANGEMENT

*[Company]* duly represented by Mr/Mrs *[Name]* in his/her quality as *[Function]* (hereinafter “The BSP”);

*[Company]* duly represented by Mr/Mrs *[Name]* in his/her quality as *[Function]* (hereinafter “The ARP<sub>BSP</sub>”), associated with the BSP towards ELIA according to dispositions of the General Framework for Slow R3NR Service by non-CIPU Technical Units (hereinafter “General Framework”);

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

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

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

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

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

The Parties authorize the BSP to offer and deliver the Slow R3NR Service (hereinafter referred to as “the Service”) to ELIA using all Delivery Point(s) concerned for which the BSP holds a valid Grid User Declaration for the Service.

### **C. TEMPLATE FOR AGREEMENT BETWEEN BSP AND SUPPLIER(S) ON THE TRANSFER PRICE FOR THE TRANSFER OF ENERGY**

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

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

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

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

### **D. SUBMETER TECHNICAL INFO CHECKLIST (ONLY FOR SUBMETERING DELIVERY POINTS)**

All Submetering Delivery Points, as well as all Delivery Points within a CDS, must be able to provide valid Submeter Technical Info Checklist.

The aim of this Submeter Technical Info Checklist is to prove that the Submeters meet the metering requirements.

The aim of this requirements imposed by ELIA in Annex 5 and give necessary information to ELIA to perform its verifications on metering requirements and data communication.

The technical requirements for Submeters as well as the Submeter Technical Info Checklist document checklist/form can be found at ELIA’s website or can be requested via email to [contracting\\_SlowR3NR@ELIA.be](mailto:contracting_SlowR3NR@ELIA.be). Provided information must comprise at least:

- Single-line diagram on which the location of the Submeters are marked
- Technical information of the Submeter(s) (accuracy class etc.)
- The metering equation used to determine the correct metering data.

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

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

For all changes of the list of Delivery Points as described in Art. 3.3, ELIA must receive a Proof of Submeter Compliance per new Submeter at least 10 working days before the Submeter commissioning test as foreseen in section E.

#### **E. SUBMETER COMMISSIONING TEST**

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

The Submeter Technical Info Checklist document as foreseen in section D must be provided to ELIA before the Commissioning Test.

All Submetering Delivery Points which will communicate with the ELIA metering data management system via a Submeter, a GSM modem or a datalogger must pass the Submeter commissioning test performed by ELIA.

ELIA and the BSP will agree on a date for the Submeter commissioning test to be performed.

#### **F. CDSO DECLARATION**

As mentioned in 3.3, in order to be taken into account in an effective list of Delivery Points, a CDS Delivery Point must be included in a valid CDSO Collaboration Agreement signed by the concerned CDSO.

The CDSO Collaboration Agreement document describes the conditions for exchanging metering data between ELIA and the CDS Operator and can be found on ELIA's website or upon request to [contracting\\_SlowR3NR@elia.be](mailto:contracting_SlowR3NR@elia.be).

## **ANNEX 4. GENERAL METERING REQUIREMENTS**

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

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

Each meter must be an AMR<sup>6</sup> meter that can provide 15-min metering data.

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

### **B. SPECIFIC METERING REQUIREMENTS FOR EACH TYPE OF DELIVERY POINT**

#### **For Delivery Points on the ELIA Grid:**

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

#### **For Submetering Delivery Points:**

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

#### **For Delivery Points on the Public Distribution Grid (including DSO Submetering Delivery Points):**

- As described in the BSP-DSO contract
- All communications, agreements regarding the metering requirements should be discussed with the concerned DSO

#### **For Delivery Points within a CDS:**

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

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<sup>6</sup> Automatic Meter Reader



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

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

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

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

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

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

### **D. RECEPTION OF METERING DATA VIA ELIA**

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

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

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

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

All the metering chain (meter, TI, TP) must at least comply with accuracy requirements described in the document « General technical requirements of the submetering solutions » that can be found on ELIA's website or upon request by email to [contracting\\_SlowR3NR@elia.be](mailto:contracting_SlowR3NR@elia.be).

### **B. PRECISION CONTROL**

A copy of a recent (not older than 5 years) precision control report of the meter(s) must be sent to ELIA. If no such report exists, a precision control following ELIA's technical specifications as described in the document « General technical requirements of the submetering solutions » that can be found on ELIA's website should be performed and its resulting report be sent to ELIA. These specifications can be found on ELIA's website or upon request by email to [contracting\\_SlowR3NR@elia.be](mailto:contracting_SlowR3NR@elia.be).

### **C. SEALING**

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

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

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

### **D. COMMUNICATION OF METERING DATA**

In order to accomplish metering data communication required by the contract the metering data originating from the Submeter(s) for a particular Submetering Delivery Point must be directly and automatically communicated to ELIA's metering data management system in respect of specifications described in the document « General technical requirements of the submetering solutions » available on ELIA's website or upon request by email to [contracting\\_SlowR3NR@elia.be](mailto:contracting_SlowR3NR@elia.be).

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

**ANNEX 6. RULES FOR THE EXCHANGE OF INFORMATION BETWEEN THE PARTIES**

In accordance with art. 6.8, all communication between ELIA and the BSP for the performance of the General framework will be based on the exchange of e-mails. ELIA will perform the introduction of all relevant information (such as offered volume, bid prices, XML messages in case of activation, etc) in her IT tools on behalf of the BSP as provided in art. 6.9. In consequence, the BSP should never modify himself the data encoded by ELIA.

**TEMPLATES FOR E-MAIL COMMUNICATION**

**A. CALL FOR BIDS**

ELIA will launch a Call for Bids based on the template hereunder:

<b>From</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )								
<b>To</b>	<b>All BSPs holding a valid R3NR GFA</b>								
<b>Subject</b>	<b>Call for Slow R3NR Energy Bids - GCT HH-MM</b>								
<b>Body</b>	<p>Dear BSP,</p> <p>ELIA has opened a Call for Slow R3NR Energy Bids with following characteristics:</p> <table border="1" data-bbox="480 996 1278 1144"> <tr> <td style="background-color: #f4a460;"><b>Gate Closure Time</b></td> <td>DD/MM/YYYY- HH:MM</td> </tr> <tr> <td style="background-color: #f4a460;"><b>Delivery Period Start</b></td> <td>DD/MM/YYYY- HH:MM</td> </tr> <tr> <td style="background-color: #f4a460;"><b>Delivery Period End</b></td> <td>DD/MM/YYYY- HH:MM</td> </tr> <tr> <td style="background-color: #f4a460;"><b>Estimated Volume Need</b></td> <td>[MW]</td> </tr> </table> <p>Offers can be sent to ELIA by e-mail to <a href="mailto:contracting_SlowR3NR@elia.be">contracting_SlowR3NR@elia.be</a> following the official templates (e-mail and bid sheet) until Gate Closure Time. Those templates can also be found in attachment to this e-mail.</p> <p>ELIA kindly reminds you that procurement of Slow R3NR Energy Bids is governed by the General Framework for Slow R3NR Service by Non-CIPU Technical Units.</p> <p>Any question can be addressed by e-mail to <a href="mailto:contracting_SlowR3NR@elia.be">contracting_SlowR3NR@elia.be</a> or by phone call to +32 (0)2 204 37 00</p> <p>Kind regards, The ELIA-Procurement Team.</p>	<b>Gate Closure Time</b>	DD/MM/YYYY- HH:MM	<b>Delivery Period Start</b>	DD/MM/YYYY- HH:MM	<b>Delivery Period End</b>	DD/MM/YYYY- HH:MM	<b>Estimated Volume Need</b>	[MW]
<b>Gate Closure Time</b>	DD/MM/YYYY- HH:MM								
<b>Delivery Period Start</b>	DD/MM/YYYY- HH:MM								
<b>Delivery Period End</b>	DD/MM/YYYY- HH:MM								
<b>Estimated Volume Need</b>	[MW]								

### B. SUBMISSION OF ENERGY BID(S)

Any Energy Bid should be introduced based on the following template:

<b>From</b>	<b>BSP</b>
<b>To</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )
<b>Subject</b>	<b>Slow R3NR - Offer</b>
<b>Body</b>	In answer to the Call for Slow R3NR Energy Bids launched by ELIA on DD/MM/YYYY, [BSP] would like to submit the offers in attachment of this e-mail.  [BSP] commits to apply all dispositions of the General Framework for Slow R3NR Service by Non-CIPU Technical Units.

ELIA will acknowledge reception of the offer as follows:

<b>From</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )
<b>To</b>	<b>BSP</b>
<b>Subject</b>	<b>Slow R3NR - Offer Confirmation</b>
<b>Body</b>	Dear BSP,  ELIA has well received your offers, they will be considered as final at Gate Closure Time. ELIA thanks you for your participation to this Call for Slow R3NR Energy Bids.  Kind regards, The ELIA-Procurement Team.

### C. CANCELTION OF ENERGY BID(S)

The BSP can cancel an Energy Bid based on the following template:

<b>From</b>	<b>BSP</b>								
<b>To</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )								
<b>Subject</b>	<b>Slow R3NR - Offer Cancellation</b>								
<b>Body</b>	The Energy Bids corresponding to references mentioned in the list hereunder should be considered by ELIA as canceled.  <table border="1" data-bbox="331 1592 1350 1736"> <thead> <tr> <th>Energy Bid reference</th> <th>Reason</th> </tr> </thead> <tbody> <tr> <td>[Bid reference]</td> <td>To complete by BSP</td> </tr> <tr> <td>[Bid reference]</td> <td>To complete by BSP</td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Energy Bid reference	Reason	[Bid reference]	To complete by BSP	[Bid reference]	To complete by BSP		
Energy Bid reference	Reason								
[Bid reference]	To complete by BSP								
[Bid reference]	To complete by BSP								

ELIA will acknowledge cancelation of the offer(s) as follows:

<b>From</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )				
<b>To</b>	<b>BSP</b>				
<b>Subject</b>	<b>Slow R3NR - Cancelation Confirmation</b>				
<b>Body</b>	<p>Dear BSP,</p> <p>ELIA acknowledges cancelation of following Energy Bids:</p> <table border="1"> <tr> <td><b>List of canceled Energy Bid(s)</b></td> </tr> <tr> <td>[Bid reference]</td> </tr> <tr> <td>[Bid reference]</td> </tr> <tr> <td> </td> </tr> </table> <p>Kind regards, The ELIA-Procurement Team.</p>	<b>List of canceled Energy Bid(s)</b>	[Bid reference]	[Bid reference]	
<b>List of canceled Energy Bid(s)</b>					
[Bid reference]					
[Bid reference]					

#### D. PREPARATION OF ENERGY BID(S)

ELIA will request the preparation of selected Energy Bids as follows:

<b>From</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )				
<b>To</b>	<b>BSP</b>				
<b>Subject</b>	<b>Slow R3NR - Preparation notification</b>				
<b>Body</b>	<p>Dear BSP,</p> <p>ELIA requests the preparation, starting at [TIME], of the following Energy Bid(s):</p> <table border="1"> <tr> <td><b>Energy Bid(s) to prepare</b></td> </tr> <tr> <td>[Bid reference]</td> </tr> <tr> <td>[Bid reference]</td> </tr> <tr> <td>[Bid reference]</td> </tr> </table> <p>Could you confirm to ELIA the reception of preparation notification?</p> <p>Kind regards, The ELIA-Procurement Team.</p>	<b>Energy Bid(s) to prepare</b>	[Bid reference]	[Bid reference]	[Bid reference]
<b>Energy Bid(s) to prepare</b>					
[Bid reference]					
[Bid reference]					
[Bid reference]					

The BSP should acknowledge preparation of selected Energy Bids as follows:

<b>From</b>	<b>BSP</b>
<b>To</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )
<b>Subject</b>	<b>Slow R3NR – Preparation acknowledgement</b>
<b>Body</b>	[BSP] acknowledges preparation of the selected Energy Bids as listed in ELIA’s preparation notification.

**E. UPDATE OF ENERGY BID VOLUME**

The BSP can update the offered volume of an Energy Bid based on the following template:

ELIA reminds that an update of offered volume is limited to 20% of the initial volume. In case the BSP does not respect these contractual limits, as mentioned in art. 5.3, Elia will cap the updated volume to these contractual limits without further notification to the BSP.

<b>From</b>	<b>BSP</b>		
<b>To</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )		
<b>Subject</b>	<b>Slow R3NR – Volume Update</b>		
<b>Body</b>	[BSP] would like to request, in accordance with the updated bid sheet attached, an update of offered volume for the following Energy Bids:		
	<b>Energy Bid reference</b>	<b>Initial Volume [MW]</b>	<b>Updated Volume [MW]</b>
	[Bid reference]		
	[Bid reference]		
[BSP] confirms that the updates of offered volume are done in accordance with dispositions of art. 5.3 of the General Framework for Slow R3NR Service by Non-CIPU Technical Units.			
In case of a request to increase the volume, [BSP] will wait for approval or rejection by ELIA.			

ELIA will acknowledge an update of offered volume as follows:

<b>From</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )								
<b>To</b>	<b>BSP</b>								
<b>Subject</b>	<b>Slow R3NR – Volume Update Acknowledgement</b>								
<b>Body</b>	Dear BSP,								
	ELIA acknowledges the updates of offered volumes for following Energy Bids:								
	<ol style="list-style-type: none"> <li>1. Decrease(s) of offered volume will be taken into account while applying dispositions of art. 5.3 of the General Framework for Slow R3NR Service by Non-CIPU Technical Units.</li> <li>2. Increase(s) of offered volume listed in the table below is (are) approved by ELIA. All other requests for an increase of volume have been rejected.</li> </ol>								
	<table border="1"> <tr> <th colspan="2">Increase of offered volume approved by ELIA</th> </tr> <tr> <td>[Bid reference]</td> <td></td> </tr> <tr> <td>[Bid reference]</td> <td></td> </tr> </table>			Increase of offered volume approved by ELIA		[Bid reference]		[Bid reference]	
	Increase of offered volume approved by ELIA								
[Bid reference]									
[Bid reference]									
Kind regards, The ELIA-Procurement Team.									

**F. ACTIVATION OF ENERGY BID(S)**

ELIA will request the activation of selected Energy Bids as follows:

<b>From</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )				
<b>To</b>	<b>BSP</b>				
<b>Subject</b>	<b>Slow R3NR - Activation notification</b>				
<b>Body</b>	<p>Dear BSP,</p> <p>ELIA requests the activation, starting at [HH:MM] and ending at [HH:MM], of the following Energy Bid(s):</p> <table border="1"> <thead> <tr> <th>Energy Bid(s) to activate</th> </tr> </thead> <tbody> <tr> <td>[Bid reference]</td> </tr> <tr> <td>[Bid reference]</td> </tr> <tr> <td>[Bid reference]</td> </tr> </tbody> </table> <p>Could you confirm to ELIA the reception of activation notification?</p> <p>Kind regards,</p> <p>The ELIA-Procurement Team.</p>	Energy Bid(s) to activate	[Bid reference]	[Bid reference]	[Bid reference]
Energy Bid(s) to activate					
[Bid reference]					
[Bid reference]					
[Bid reference]					

The BSP should acknowledge activation of selected Energy Bids as follows:

<b>From</b>	<b>BSP</b>
<b>To</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )
<b>Subject</b>	<b>Slow R3NR – Activation acknowledgement</b>
<b>Body</b>	[BSP] acknowledges activation of the selected Energy Bids as listed in ELIA's activation notification.

### G. PROLONGATION OF ENERGY BID(S)

ELIA will request the prolongation of activated Energy Bids as follows:

<b>From</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )				
<b>To</b>	<b>BSP</b>				
<b>Subject</b>	<b>Slow R3NR - Prolongation notification</b>				
<b>Body</b>	<p>Dear BSP,</p> <p>ELIA requests the prolongation until [HH:MM] of the following Energy Bid(s):</p> <table border="1"> <tr> <td><b>Energy Bid(s) to activate</b></td> </tr> <tr> <td>[Bid reference]</td> </tr> <tr> <td>[Bid reference]</td> </tr> <tr> <td>[Bid reference]</td> </tr> </table> <p>Could you confirm to ELIA the reception of prolongation notification?</p> <p>Kind regards,</p> <p>The ELIA-Procurement Team.</p>	<b>Energy Bid(s) to activate</b>	[Bid reference]	[Bid reference]	[Bid reference]
<b>Energy Bid(s) to activate</b>					
[Bid reference]					
[Bid reference]					
[Bid reference]					

The BSP should acknowledge prolongation of activated Energy Bids as follows:

<b>From</b>	<b>BSP</b>
<b>To</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )
<b>Subject</b>	<b>Slow R3NR – Prolongation acknowledgement</b>
<b>Body</b>	[BSP] acknowledges prolongation of the activated Energy Bids as listed in ELIA's prolongation notification.

### H. FORCED OUTAGE NOTIFICATION

The BSP should notify a Forced Outage as follows:

<b>From</b>	<b>BSP</b>						
<b>To</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )						
<b>Subject</b>	<b>Slow R3NR – Forced Outage Notification</b>						
<b>Body</b>	<p>[BSP] would like to notify ELIA of the following Forced Outage:</p> <table border="1"> <tr> <td><b>Energy Bid Reference</b></td> <td></td> </tr> <tr> <td><b>Updated Volume after FO [MW]</b></td> <td></td> </tr> <tr> <td><b>Justification of FO</b></td> <td></td> </tr> </table>	<b>Energy Bid Reference</b>		<b>Updated Volume after FO [MW]</b>		<b>Justification of FO</b>	
<b>Energy Bid Reference</b>							
<b>Updated Volume after FO [MW]</b>							
<b>Justification of FO</b>							



ELIA will acknowledge the Forced Outage as follows:

<b>From</b>	<b>ELIA</b> ( <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> )
<b>To</b>	<b>BSP</b>
<b>Subject</b>	<b>Slow R3NR – Forced Outage acknowledgement</b>
<b>Body</b>	<p>Dear BSP,</p> <p>ELIA acknowledges the Forced Outage notification and will take all dispositions to take this information into account.</p> <p>Kind regards,</p> <p>The ELIA-Procurement Team.</p>

## ANNEX 7. EX-POST CHECK OF THE SLOW R3NR POWER SUPPLIED (ACTIVATION)

For a certain Energy Bid, Slow R3NR Power Supplied during quarter hour  $k$  is the difference between:

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

$$\begin{aligned}
 & \text{Slow } R3NR_{Sup}(k) \\
 &= \min \left\{ \sum_{\text{Delivery Points}} \min [DP_{SlowR3NR,max,up}(i) ; \text{Baseline}(i,k) - P_{measured}(i,k)] \right\}
 \end{aligned}$$

With:

- $P_{measured}(i,k)$ : the power measured at the considered Delivery Point  $i$  for quarter hour  $k$  (injection is considered as negative);
- $\text{Baseline}(i,k)$ : Baseline for the considered Delivery Point  $i$  applicable for quarter hour  $k$ ;
- Delivery Points: All Delivery Points listed in the Energy Bid, as per art. 4.5. Those Delivery Points should always be part of the list in Annex 1 or in a BSP-DSO Contract.

## ANNEX 8. CALCULATION OF SLOW R3NR<sub>REQ</sub> AND CORRESPONDING REMUNERATION

When activating an Energy Bid, ELIA will activate all of the volume offered by the BSP in his Energy Bid. In accordance with art. 5.10, the beginning of an activation will always correspond to the beginning of a quarter hour.

### EXAMPLE

If the BSP has offered 80 MW for the Delivery Period (18h00-22h00) with a unit price for fixed cost equal to 250 €/MW and a unit price for activation equal to 500€/MWh, the Slow R3NR<sub>Req</sub> and the corresponding remuneration are determined as follows:

Time	Offered Energy Bid [MW]	Slow R3NR <sub>Req</sub> [MW]	Unit price for fixed cost [€/MW]	Unit price for activation [€/MWh]	Remuneration [€ ]
18h00-18h15	80	0			-
18h15-18h30	80	0			-
<b>1<sup>st</sup> Hour of Activation</b>					
18h30-18h45	80	80	250	500	= 250*80+500*80 = 60.000
18h45-19h00	80	80			
19h00-19h15	80	80			
19h15-19h30	80	80			
<b>2nd Hour of Activation</b>					
19h30-19h45	80	80	-	500	= 500*80 = 40.000
19h45-20h00	80	80			
20h00-20h15	80	80			
20h15-20h30	80	80			
<b>End of Activation</b>					
20h30-20h45	80	0			-
20h45-21h00	80	0			-
21h00-21h15	80	0			-
21h15-21h30	80	0			-
21h30-21h45	80	0			-
21h45-22h00	80	0			-
<b>TOTAL</b>					<b>100.000</b>

## ANNEX 9. BIDDING PROCEDURE

### A. BIDDING OBLIGATIONS FOR A SLOW R3NR ENERGY BID

A Slow R3NR Energy Bid must respect the following specifications:

- The volume is offered for the whole Delivery Period (no time divisibility) and does not vary over the Delivery Period;
- The offered volume is non divisible;
- The minimal and maximal bid size respectively amount to 1 MW and 100 MW. The granularity of a bid is 0.1 MW;
- The list of Delivery Points and their contribution (in MW) to the offered volume is detailed. In case a Delivery Point is characterized by an EAN for injection and an EAN for offtake, the BSP should only mention the EAN for offtake;
- One Delivery Point can only be included in one Energy Bid;
- One Energy Bid is always combinable with all other Energy Bids offered by the BSP;
- The Energy Bid includes a unit price for fixed cost in €/MW. This price is comprised between 0 and 1000 €/MW in accordance with section 8.5.1 bis of the Balancing Rules;
- The Energy Bid includes a unit price for activation in €/MWh. The sum of unit price for fixed cost and unit price for activation should respect the limits described in section 8.1 of the Balancing Rules.
- A Slow R3NR Energy Bid is fully identified by a unique reference, as foreseen in the Slow R3NR bid sheet. This reference is used in any further communication by ELIA (i.e., preparation of the Energy Bid, activation, etc.).

## B. SLOW R3NR BID SHEET

<b>BSP Name</b>	<b>BSP_NAME</b>	
<b>Call For Bid</b>	DD/MM/YYYY	
<b>Delivery Period</b>	Start	HH:MM
	End	HH:MM
<b>Version</b>	BSP_NAME_V1	

PART 1					
BID Reference	Offered Volume [MW]	Unit Price for Fixed Cost [€/MW]	Unit Price for Activation [€/MWh]	List of DPs & volume per DP [MW]	Bid can be prolonged over 4 hours?
BSP_NAME_01	80,0	500,00	250,00	✓	No
BSP_NAME_02	15,0	385,00	180,00	✓	Yes
BSP_NAME_03	10,0	648,00	310,00	✗	No
BSP_NAME_04	17,0	200,00	98,00	✓	No
BSP_NAME_05				✓	No
BSP_NAME_06				✓	No
BSP_NAME_07				✓	No
BSP_NAME_08				✓	No

PART 2								
BID Reference	DP Name	DP_01	DP_02	DP_03	DP_04	DP_05	DP_06	DP_07
	DP EAN	EAN_01	EAN_02	EAN_03	EAN_04	EAN_05	EAN_06	EAN_07
	DPSlowR3NR,max,up	5,000	10,000	25,000	32,000	21,000	17,000	35,000
BSP_NAME_01	80,0			19,000	31,000			30,000
BSP_NAME_02	15,0	5,000	10,000					
BSP_NAME_03	9,0						9,000	
BSP_NAME_04	17,0					17,000		
BSP_NAME_05	0,0							
BSP_NAME_06	0,0							
BSP_NAME_07	0,0							
BSP_NAME_08	0,0							

## C. BIDDING CHECKS

Upon reception of Energy Bids, ELIA will perform following checks:

1. Delivery Points listed in the Energy Bid must be valid, i.e. included in Annex 1 or in a BSP-DSO Contract;
2. The offered volume must be in respect with  $DP_{SlowR3NR,max,up}$  declared for each Delivery Point in the Bid, i.e. the offered volume should always be inferior or equal to the sum of  $DP_{SlowR3NR,max,up}$  of all Delivery Points included in an Energy Bid;
3. The Energy Bid prices must respect the limits in accordance with art. 4.5.

#### D. ACTIVATION RULES

- a. The criteria according to which ELIA selects Energy Bid(s) to be activated are described in section 8.9 of the Balancing Rules. ELIA will activate Slow R3NR Energy Bids according to a **technico-economical merit order established on the total price for the first hour of activation**, i.e. taking into account the unit price for fixed cost and the unit price for activation of the Energy Bid;
- b. An Energy Bid is a firm commitment by the BSP to deliver the corresponding Slow R3NR Power to ELIA.
- c. In case such a Delivery Point with a  $DP_{\text{SlowR3NR,max,up}} \geq 25\text{MW}$  is located in an Electrical Zone where network constraints apply, ELIA reserves the right not to select the Bid.
- d. Energy Bids are submitted only for specific Delivery Points; Slow R3NR Power activated as a consequence of an Energy Bid can only be delivered from the concerned Delivery Points. The Delivery Points with which the Service is offered are an integral part of the Energy Bid and are also firm at Gate Closure Time.
- e. ELIA has the right to reject Energy Bids that are not in line with the rules and obligations set forth by ELIA as described in the General Framework.
- f. In case ELIA activates Energy Bid(s), the BSP undertakes the necessary actions to provide the Service for the entire applicable activation time (without further action by ELIA).
- g. A prolongation of an activation does not constitute a new activation. Any prolongation of an activation is an integral part of the activation itself.

#### E. TRANSPARENCY

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

**ANNEX 10. APPROPRIATION STRUCTURE**

Name	Imputation	Remuneration
Slow R3NR non-CIPU – preparation	912322	Slow R3NR preparation
Slow R3NR non-CIPU – activation	912323	Slow R3NR activation

## ANNEX 11. TEMPLATE CONTACT PERSONS

Version:

For ELIA:

<b>1</b>	<b>Contract Manager</b>  <b>Amandine Leroux / Florent Dalez</b> 20 boulevard de l'Empereur 1000 Bruxelles Tel.: +32 2 546 74 43 / +32 477 97 24 63 E-mail : <a href="mailto:amandine.leroux@elia.be">amandine.leroux@elia.be</a> / <a href="mailto:florent.dalez@elia.be">florent.dalez@elia.be</a>
<b>2</b>	<b>Contact for Call for Bids</b>  <a href="mailto:Contracting_SlowR3NR@elia.be">Contracting_SlowR3NR@elia.be</a> <b>Tel: +32 (0)2 204 37 00</b>
<b>3</b>	<b>Delivery Control</b>  <b>Manuel Aparicio</b> 20 boulevard de l'Empereur 1000 Bruxelles Tel. : 32 2 546 70 62 E-mail : <a href="mailto:system.services@elia.be">system.services@elia.be</a>
<b>4</b>	<b>Invoice monitoring</b>  <b>3.1 Settlement</b>  Manuel Aparicio 20 boulevard de l'Empereur 1000 Bruxelles Tel. : 32 2 546 70 62 E-mail : <a href="mailto:system.services@elia.be">system.services@elia.be</a>  <b>3.2 Invoicing &amp; Payment</b>  ELIA SYSTEM OPERATOR SA Lieve Kerckhof Boulevard de l'Empereur, 20 1000 Bruxelles N° TVA BE 476 388 378



**5 Real time operations and operational monitoring**

Centre de contrôle national (Operations)  
Avenue de Vilvorde, 126  
1000 Bruxelles  
Tel. : 32 2 382 22 97  
E-mail : [dispatching@elia.be](mailto:dispatching@elia.be)

**6 Offline operations (Duty)**

Centre de contrôle national (Duty)  
Avenue de Vilvorde, 126  
1000 Bruxelles  
Tel. : 32 2 382 23 08  
Fax : 32 2 382 21 39  
E-mail : [dispatching@elia.be](mailto:dispatching@elia.be)

For the BSP:

<b>1</b>	<b>Contract manager</b>
<b>2</b>	<b>Contact for Call for Bids</b>
<b>3</b>	<b>Invoicing matters</b>  <b>3.1</b> <b>Settlement</b>  <b>3.2</b> <b>Incoming Invoices</b>  <b>3.3</b> <b>Outgoing Invoices</b>
<b>4</b>	<b>Real-time (24 hrs per day)</b>
<b>5</b>	<b>Transactions outside real-time</b>

Updates of this list must be exchanged via email (both the contract manager and [contracting\\_SlowR3NR@elia.be](mailto:contracting_SlowR3NR@elia.be)).