REPORT ON PUBLIC CONSULTATION RELATED TO THE

« CONTRACT ELIA-SUPPLIER FOR THE EXCHANGE OF DATA RELATED TO THE TRANSFER OF ENERGY »

Table of Contents

1. Context

In accordance with CREG Decision 1677 of 15 March 2018 and the Rules for the Organization of the Transfer of Energy approved by CREG on 1 June 2018, Elia has organized a formal consultation on the Contract ELIA-Supplier for the Exchange of Data Related to the Transfer of Energy from 23 April 2018 until 11 May 2018 included.

This contract lays down the modalities to carry out the communication of flexibility data involving any Access Point included in the portfolio of the Supplier for which a Transfer of Energy applies.

This report of consultation consolidates the reactions of stakeholders and motivates the reasons why their remarks have been taken or not into account. Elia has finalized the Elia-Supplier Contract based on those reactions.

2. Stakeholders reactions

Elia has received reactions from 2 stakeholders:

1. FEBEG
2. FEBELIEC

3. Analysis of Remarks and answers of Elia

Stakeholder	Article	Remark	Answer Elia
FEBEG	Definitions	1. 'Access Contract': the access contract is not a contract between Elia and the grid user, but between Elia and the access holder. The access holder can be the grid users, but also a third party appointed by the grid user. 2. 'Contract with Valorization of the Deviation': the definition doesn't define the involved parties. Therefore FEBEG suggests to add 'contract between grid user and supplier'. 3. 'Force Majeure': it is not clear what Elia means with 'interruption or failure of utility'. The definition is therefore too vague.	1. 'Access Contract': Elia has modified the definition accordingly. 2. 'Contract with Valorization of the Deviation': Elia has modified the definition accordingly 3. 'Force Majeure': Elia has modified the definition in order to align with the proposal for new Federal Grid Code.
	2.5	It is questionable if a party can be asked to conclude a contract without that he's able to know the scope of this contract.	The scope of the contract between ELIA and the supplier is clearly defined.
	3.6	not correct as article 19ter, §1 of the Electricity Law only mentions 'information needed for the calculation of the flexibility volumes', and thus not the volumes as such	Elia has modified the contract accordingly.

	3.7	Elia provides to the supplier the amount of Supplied Energy aggregated per BSP and aggregated per supplier GLN (and not the name)	The ToE Rules as approved by the CREG on 1 June 2018 does not foresee such a granularity.
	3.8 & 3.9	Articles should foresee two exceptions with regard to customer data for the pass- through contracts: (1) an exception to the non-disclosure obligation and (ii) an exception to the fact that the communication of the volumes does not imply transfer of ownership of data (in the event of pass-through contracts suppliers should be able become owner of the customer specific data), whatever 'ownership' of data may mean in this context.	Elia has clarified article 3.9.
	6	FEBEG insists on a balanced and reciprocal approach and proposes (1) to limit the liability of both parties to fraud, willful misconduct and gross fault, and to (2) foresee a reasonable and reciprocal cap, e.g. yearly Supplied Energy.	Elia has modified the definition of indirect damage. Elia would like to remind that, in accordance with CREG decision 1677, a bank guarantee is foreseen to cover financial risks linked to the compensation due by the BSP. In addition, an external audit will monitor the process of ELIA for the publication of the volumes of flexibility.
	8	Modifications should be consulted over all stakeholders	Elia has modified the contract accordingly

	Annex 1 & Annex 2	Electronic process for the update via customer hub?	Elia will not be able to implement this as of 2018 but Elia will stay pragmatic when it comes to process design. This process will evolve with lessons learned.
	Annex 2	Removal of art. 3 (GU renounces any possible claim against ELIA)	Elia will not remove art.3 of annex 2 as the contract is signed between Elia and the supplier
	Annex 4	Supplier must be identified by GLN code registered in access contract	The ToE Rules as approved by the CREG on 1 June 2018 does not foresee such a granularity.
	Other comment	FEBEG asks for sufficient implementation time	Elia will stay as pragmatic as possible when it comes to implementation

FEBELIEC	Definitions	Will need an alignment with federal grid code	Elia will align all definitions as of Federal Grid Code enters into force.
	Definitions	Delivery Point does not include "virtual point"	CREG have precised that flex volumes should be defined at access point level. As a consequence, the definition of Delivery Point has been removed of this contract.
	2	Access points connected to CDSO not mentioned	Elia has updated the contract to explicitly mention CDS access point.
	2.5	Inform CDSO as well	This remark should be treated in the respective GFAs for ancillary services.

	6.4 & 6.5	Febeliec wonders how the maximum liability amounts (25.000 and 100.000€) are calculated. Are they based on realistic estimates of the potential damage? Do they take into account the possibility of a "single fraud" covering a longer period of time (e.g. up to 2 months)?	In accordance with CREG decision 1677, a bank guarantee is foreseen to cover financial risks linked to the compensation due by the BSP. In addition, an external audit will monitor the process of ELIA for the publication of the volumes of flexibility. Taking these elements into account, Elia considers these liability amounts as reasonable.
	8.2	It would firstly be preferable to consult all stakeholders + Febeliec suggests a third and independent party would have the final decision here or that at least an appeal procedure is possible	Elia has updated the contract to allow all stakeholders to be consulted. Elia reminds that the CREG approves ToE Rules which govern the exchanges in the framework of the Elia-Supplier Contract.