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## **Terms and Conditions for Scheduling Agent (T&C SA)**

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*pursuant to article 46, 49 and 52 of Commission Regulation (EU) 2017/1485 of 2 Augustus 2017 establishing a guideline on electricity transmission system operator and article 249 of the Royal Decree with respect to a grid code for the management of the transmission grid of electricity and the access to this grid of 22 April 2019*

Date of submission for regulatory approval: dd/mm/yyyy



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

**Whereas**

- (1) Commission Regulation (EU) 2017/1485 of 2 August 2017 establishing a guideline on electricity transmission system operator (hereafter referred to as "SOGL") entered into force on 14 September 2017.
- (2) Royal Decree with respect to a grid code for the management of the transmission grid of electricity and the access to this grid of 22 April 2019 (hereafter referred to as "Federal Grid Code") entered into force on 27 April 2019.
- (3) ELIA System Operator SA (hereafter referred to as "Elia") is responsible for the operation of the Belgian transmission system, for which it holds a right of ownership or at least a right of use. Elia has been designated as Transmission System Operator (TSO), pursuant to the Act of 29 April 1999 on the organisation of the electricity market, and ensures the safety, reliability and efficiency of the Belgian transmission system (hereafter referred to as "Electricity Act").
- (4) These Terms and Condition for Scheduling Agent (hereafter referred to as "T&C SA") are a proposal developed by Elia pursuant to article 46, 49 and 52 of the SOGL and article 246 until article 252 and article 377 of the Federal Grid Code.
- (5) Pursuant to article 249 of the Federal Grid Code, ELIA shall determine the Contract for Scheduling Agent (hereafter referred to as "SA Contract") as specified in the Appendix of these T&C SA and submit it for approval six months after entry into force of the Federal Grid Code to the Commission pursuant to article 4, article 249 and article 377 of the Federal Grid Code and article 6(5) of the SOGL.
- (6) These T&C SA take into account the general principles, goals and other methodologies set in SOGL by:
  - (a) applying the principle of proportionality and non-discrimination pursuant to article 4(2)(a) of the SOGL;
  - (b) ensuring transparency pursuant to article 4(2)(b) of the SOGL;
  - (c) applying the principle of optimisation between the highest overall efficiency and lowest total costs for all parties involved pursuant to article 4(2)(c) of the SOGL;
  - (d) ensuring TSOs make use of market-based mechanisms as far as possible, to ensure network security and stability pursuant to article 4(2)(d) of the SOGL;
  - (e) respecting the responsibility assigned to the relevant TSO in order to ensure system security, including as required by national legislation pursuant to article 4(2)(e) of the SOGL;
  - (f) consulting with relevant DSOs and take account of potential impacts on their system pursuant to article 4(2)(f) of the SOGL; and
  - (g) taking into consideration agreed European standards and technical specifications pursuant to article 4(2)(g) of the SOGL.
- (7) These T&C SA take into account the general principles and goals of the All TSOs' proposal for the Key Organisational Requirements, Roles and Responsibilities (hereafter referred to as "KORRR") relating to information eExchange in accordance with article 40(6) of the SOGL. The KORRR

addresses in particular the key roles, requirements and responsibilities of the TSOs, the distribution system operators (hereinafter referred to as “DSOs”), the closed distribution system operators (hereinafter referred to as “CDSOs”) and the significant grid users (hereinafter referred to as “SGUs”) in relation to the information exchange necessary to ensure that observability.

- (8) Elia has handled in accordance to article 40(5) of SOGL and article 3 (3) and article 16 of the KORRR and has set in coordination with the DSOs and SGUs the applicability and scope of the information exchange of these T&C SA.
- (9) Pursuant to Article 110 of the SOGL and article 248 of the Federal Grid Code the owner of the Technical Unit shall appoint a or act itself as the Scheduling Agent (hereafter referred to as “SA”) and shall inform Elia about this, without prejudice to Article 377 of the Federal Grid Code.
- (10) Pursuant to article 377 of the Federal Grid Code the roles and responsibilities of the SA for these T&C SA shall be taken on by the Balance Responsible Party (BRP) in charge of the access point with which the Technical unit is connected to the transmission grid or connected to the transmission grid through a CDSO and for which a SA Contract needs to be concluded.
- (11) Pursuant to article 3(1) and article 3(9) of the KORRR the owner of the Technical Unit remains responsible for the quality of the information exchange and the compliance with the T&C SA even if he has delegated the task of SA to a third party.
- (12) Pursuant to Article 249 (§2) of the Federal Grid Code, the T&C SA will determine the modalities according to which the owner of the Technical Unit appoints the SA.
- (13) Pursuant to article 246 and article 377 of the Federal Grid Code, these T&C SA shall be of application for all Technical Units connected to the transmission grid directly or through a CDSO with respect of the default rules defined in Whereas (21) or the exemption given in Whereas (22) and Whereas (23).
- (14) The information exchanges in these T&C SA shall be written pursuant to article 246 until article 252 and article 377 of the Federal Grid Code; article 3.2 (73), article 3.2 (78) article 46, article 49, article 52, article 110, article 111 and article 112 of SOGL and article 16 of the Commission Regulation (EU) 2015/1222 establishing a guideline on capacity allocation and congestion management (hereafter referred to as “CACM”).
- (15) Pursuant to article 249 of the Federal Grid Code and article 3.2(73), article 3.2(78), article 110 and article 111 of SOGL, the SA Contract shall define the type of information exchange that need to be provided regarding scheduling and the offering of upward or downward active power output.
- (16) Pursuant to article 249 of the Federal Grid Code and article 110 and article 111 of SOGL the SA Contract shall define the procedures and timing for providing the information exchange regarding scheduling and the offering of upward or downward active power output.
- (17) Pursuant to article 249 and article 251 of the Federal Grid Code the SA Contract shall foresee the modalities for the amendment of schedules and the offering of upward or downward active power output.
- (18) Pursuant to article 22 and article 23(3 & 4) of SOGL, Elia can request amendments to the schedules as remedial action.
- (19) Pursuant to article 3.2 (77) and article 102 of SO GL and article 245 of the Federal Grid Code the OPA shall inform ELIA of Forced Outages. Pursuant to article 112 of SO GL and article 253 of the

Federal Grid Code the information provided by the SA shall be coherent with the information provided by the OPA for the same Technical Unit. In case of incoherencies between the information provided by the OPA and the SA for the same Technical Unit, the concerned SA and OPA shall do their best effort to align as soon as the inconsistency is detected. In case of remaining incoherence assessed by Elia between the information provided by the OPA and the SA for the same Technical Unit, Elia can modify delivered information of either OPA and/or SA pursuant to article 112 of SOGL and article 253 of the Federal Grid Code.

- (20) Pursuant to article 252 of the Federal Grid Code the SA of an offshore wind park should amend its scheduling and its offering of upward and downward active power output to a forecasted or ongoing storm event. The modalities shall be described in the Specific Conditions of the SA Contract. The SA of an offshore wind park shall coordinate these amendments required in the framework of a forecasted or ongoing storm event with the OPA of the offshore wind park and Elia. Moreover the SA of an offshore wind park shall not restart its Technical Unit without previous approval of and coordination with Elia.
- (21) For these T&C SA, for Power Generating Modules (PGMs) and Energy Storage Device (ESD) with an installed capacity of less than 25 MW connected to the transmission grid directly or through a CDSO the information exchanges specified in article 46(1) (a-b), article 110 and article 111 of the SOGL, article 16 of the CACM and article 246 until 252 of the Federal Grid Code shall be based on default information and as such no SA Contract needs to be signed for these Technical Units. The SAs of these PGMs and/or ESD with an installed capacity of less than 25 MW connected to the transmission grid directly or through a CDSO can on voluntary basis decide to deviate from these default rules after notification of Elia and provide the information exchange according to the specifications set in the SA Contract . If the SA on a voluntary basis decides to deviate from the default rules, he needs to sign an SA Contract for the Technical Units for which he deviates from the default rules. The following rules shall by default apply :
- (a) Pursuant to article 249 (§3) of the Federal Grid Code and article 3.2 (78) and article 111 of SOGL the injection schedule of the Technical Unit will be by default the active power output equals the maximum active power as specified in the Connection Agreement according to article 97§8(1) of the Federal Grid Code corrected with a profile if judged as relevant by Elia.
  - (b) Pursuant to article 249(§3) and article 248 of the Federal Grid Code by default no upward or downward active power output is assumed available.
  - (c) Pursuant to article 248(§3) of the Federal Grid Code should a SA of PGMs and/or ESD of with an installed capacity of less than 25 MW connected to the transmission grid through a CDSO deviate from the default rule, the concerned SA shall first request approval from the CDSO through which it is connected. The SA will inform Elia without delay of the decision of the CDSO.
- (22) Pursuant to article 52 (1) and article 53(1) of the SOGL and 246(§2) of the Federal Grid Code Demand Facilities connected to the transmission grid directly or through a CDSO are exempted, notwithstanding the right of the TSO to request more information as stipulated in article 246(§2-63) of the Federal Grid Code.
- (23) For these T&C SA, for PGMs and ESD type B or C connected to the distribution system the information exchange specified pursuant to article 49 (a) of the SOGL shall not apply. However on voluntary basis the SA of these PGMs or ESD of the type B or C connected to the distribution system could deviate from the exemption given for these Technical Units and provide the information

exchanges after notification of Elia and as specified in the SA Contract. If the SA on a voluntary basis decides to deviate from the exemption given for these Technical Units, he needs to sign an SA Contract for these Technical Units.

- (24) Pursuant to article 46, article 49 and article 52 of SOGL and article 244 of the Federal Grid Code the Outage Planning Agent (hereafter referred to as “OPA”) shall provide information regarding the availability of technical units, pursuant to article 110 and article 111 of SOGL and article 249 of the Federal Grid Code the SA shall provide information regarding schedules and the offering of upward or downward active power output for the same technical units. Pursuant article 253 of the Federal Grid Code the owner of the technical unit should ensure coherence with information provided for same Technical Unit in the framework of the Terms and Conditions Outage Planning Agent (hereafter referred to as “T&C OPA ”) and T&C SA. As such the concerned SA and OPA shall do their best effort to align as soon as the inconsistency is detected. In case of remaining incoherencies between OPA and SA for the same Technical Unit, the information of the OPA shall prevail . In case of incoherencies assessed by Elia between the information provided by the OPA and the SA, Elia can modify delivered information of either OPA and/or SA pursuant to article 112 of SOGL and article 253 of the Federal Grid Code. To ensure coherence of information implies also if a SA would opt to voluntary deviate from the default rule or exemption granted in Whereas (21) and Whereas (23) for a Technical Unit; this voluntary deviation would also automatically apply for the OPA for the same Technical Unit.
- (25) Pursuant to article 249 of the Federal Grid Code, ELIA published the draft proposal of the T&C SA for public consultations from 16/09/2019 until 16/10/2019 and compliant the modalities as specified in article 11 of SOGL.

SUBMIT THE FOLLOWING T&C SA TO THE COMPETENT REGULATORY AUTHORITY:

## **Article 1** **Subject matter and scope**

- (1) These T&C SA are the proposal developed by Elia regarding the Terms and Conditions for Scheduling Agents pursuant to article 46, article 49 and article 52 of SOGL and article 249 of Federal Grid Code.
- (2) These T&C SA concern the rights and obligations of the SA to take action with the purpose of providing Elia the necessary information exchange to allow Elia to perform the operational security analysis in operational planning as specified in article 46(1) (a-b) of SOGL for Technical Units connected to the transmission system either directly or through a CDSO without prejudice to the default rules and exemptions as referred to in Whereas (21) until Whereas (23) and the additional condition for this default rules and exemptions specified in Whereas (24).
- (3) The SA Contract is set out in Appendix to this proposal, including the definitions, general provisions and the specific provisions pursuant to the provisions stipulated in article 3.2 (73), article 3.2 (78) article 46, article 49, article 52, article 110, article 111 and article 112 of SOGL and article 246 till article 253 and article 377 of the Federal Grid Code.
- (4) Pursuant to article 6 of the SOGL and article 4 of the Federal Grid Code, this proposal shall be submitted to the competent regulatory authority six months after entry into force of the Federal Grid Code for approval.
- (5) Pursuant to article 7 of the SOGL and article 4 of the Federal Grid Code, Elia may request amendments to these T&C SA. These amendments to the T&C SA shall be publicly consulted according to article 244 of the Federal Grid Code and respecting the modalities set forth in article 11 of SOGL and approved by the competent regulatory authority after submission by Elia. Any approved amendment by the competent regulatory authority, that is notified to Elia and to the affected market parties including countersignatures of the SA Contract by Elia shall apply automatically but not earlier than three months after notification by Elia to the affected market parties (except otherwise where foreseen in the amendment), without the need for the SA to sign a new SA Contract as long as Whereas (10) of these T&C SA is not amended. The latter does not withstand the modalities as specified in the SA Contract for termination of the SA Contract of a particular SA.

## **Article 2** **Implementation Date**

- (1) The T&C SA shall enter into force after notification by the competent regulatory authority of Elia of its approval and after notification of the affected market parties by Elia. Elia shall inform market parties affected by the T&C SA of their entry into force and market parties shall have three months after notification to sign the SA Contract with Elia.
- (2) After notification of approval by the competent regulatory authority to whom Elia had submitted the T&C SA, Elia shall publish a consolidated version of these T&C SA on the Elia website including the Appendix containing the SA Contract as specified in article 8 of SOGL. In case of a conflict between the consolidated version on the Elia website and the T&C SA including the Appendix as approved

by the competent regulatory authority and entered into force in accordance with the applicable regulatory regimes, the latter shall prevail.

- (3) The T&C SA shall in any case not enter into force earlier than three months after notification by Elia of the affected market parties as described in paragraph 1.
- (4) The T&C SA shall enter into force for an undetermined duration.
- (5) Notwithstanding Whereas (21), Whereas (22), Whereas (23) and Whereas (24) the SAs of Technical Units directly connected to transmission grid or through a CDSO or DSO for which no default rule applies or exemption is granted, shall mandatory sign the SA Contract with Elia within the delay set in Article 2 (1 and 3). The SA signing the contract shall be the BRP in these T&C SA as identified in Whereas (10).

### **Article 3** **Expected impact on the objectives of this Regulation**

- (1) The expected impact of these T&C SA on the objectives of the SOGL can be described as follows:
  - (a) the principle of proportionality and non-discrimination pursuant to article 4(2)(a) of the SOGL and article 249 of Federal Grid Code will be applied to all modalities specified in the SA Contract;
  - (b) these T&C SA will be accessible to all affected market players at the same time and in a transparent manner pursuant to article 4(2)(b) of the SOGL;
  - (c) The translation of the Whereas (21), Whereas (22) and Whereas (23) in these T&C SA applying the principle of optimization between the highest overall efficiency and lowest total costs for all parties involved pursuant to article 4(2)(c) of the SOGL;
  - (d) This SA Contract in line with Whereas (8) avoids if possible the introduction of new mechanisms, as such no new market-based mechanisms are introduced in this SA Contract. The current mechanisms ensure network security and stability and as such the SA Contract is pursuant to article 4(2)(d) of the SOGL;
  - (e) By setting the modalities of the SA Contract in such way that Elia has the relevant information to ensure system security, including as required by national legislation pursuant to article 4(2)(e) of the SOGL;
  - (f) The Whereas (23)(23) was specified after consulting relevant DSOs and taking into account potential impacts on their system pursuant to article 4(2)(f) of the SOGL; and
  - (g) The SA Contract takes into consideration agreed European standards and technical specifications pursuant to article 4(2)(g) of the SOGL.

### **Article 4** **Language**

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

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## **Article 5** **General provisions**

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

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**APPENDIX : CONTRACT FOR SCHEDULING AGENT**

## **Appendix : Contract for Scheduling Agent (hereafter referred to as “SA Contract” or the “Contract”)**

# **SA Contract**

## Contract Reference [•]

**between**

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

Hereinafter referred to as the Service Provider or Scheduling Agent

**and**

**ELIA SYSTEM OPERATOR S.A./N.V.**, a company established under Belgian law with registered offices at Keizerslaan 20, B-1000 Brussels, registered at the Crossroad Bank for Enterprises under number 476.388.378, and represented by **[Name1]** and **[Name2]**, in their capacity of **[Role1]** and **[Role2]**;

Hereinafter referred to as "Elia".

Elia and the Service Provider are referred to individually as "a Party" and collectively as "the Parties".

**Whereas:**

- Elia is responsible for the operation of the Belgian transmission system over which it has an ownership right or, at least, a right of use (hereinafter referred to as the “transmission system”);
- Elia has been appointed as Transmission System Operator (hereinafter referred to as the “TSO”), in accordance with the Belgian law of 29 April 1999 concerning the organisation of the electricity market (hereinafter referred to as the “Electricity Act”) and supervises the safety, reliability and efficiency of the transmission system;
- Elia must therefore safeguard operational security, frequency quality and the efficient use of the interconnected system and resource – in accordance with the SOGL;
- The Service Provider signing this SA Contract becomes a Scheduling Agent (hereinafter referred to as the “SA”).
- By signing this SA Contract, the SA declares that it has full and complete knowledge of the Terms and Conditions Scheduling Agent (hereinafter referred to as the “T&C SA”) which have been approved by the competent regulatory authority and which are published on the website of Elia. As such the SA declares to fulfil all the conditions to become a SA as specified in T&C SA.
- The SA unconditionally accepts the T&C SA as a whole including future amendments except if Whereas(10) of the T&C SA is amended. .
- The SA warrants to Elia that:
  - o the general information regarding the SA is true, accurate and complete in all material respects;
  - o in the case of a SA that is not a natural person, it is duly incorporated and validly existing under the laws of its country of incorporation;
  - o it has full power and authority to enter into and perform this SA Contract and all necessary action has been taken by it to authorise entry into and performance of this SA Contract.
- Each Party undertakes with the other Party to comply with and to perform its obligations in accordance with and subject to the T&C SA.
- This SA Contract defines the mutual rights and obligations of Elia and the SA relating to the rights and obligations described in T&C SA;



- This SA Contract falls under the T&C SA. The SA Contract and the last approved T&C SA as specified in Article 2(2) of the T&C SA are an indivisible unit and should be read together.

**The following points have been agreed:**

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# PART I - GENERAL CONDITIONS

**This Part I General Conditions is subject to a separate public consultation given that these will apply for all Terms and Conditions that will be proposed by Elia to the competent regulatory authority.**

## PART II - SPECIFIC CONDITIONS

## TITLE 1: DEFINITIONS

### ART. II.1 DEFINITIONS

The following definitions apply for the purposes of the Contract.

	Access Contract	As defined in article 2, §1, 8° of the Federal Grid Code.
	Access Point	As defined in article 2, §1, 29° of the Federal Grid Code.
	Availability Plan	As defined in article 3.2 (70) of the SOGL.
	Balance Responsible Party or "BRP"	Any natural or legal person listed in the register of Balance Responsible Parties in accordance with the Federal Grid Code for Transmission.
	"Bid Prices"	Prices for I/D bids (expressed in €/MWh). These are cost-based in day-ahead, and market-based in intraday.
	BRP Contract	As defined in article 2, §1, 10° of the Federal Grid Code.
	Closed Distribution System or "CDS"	As defined in Art. 2 §1 3° of the Federal Grid Code. For the purpose of these Specific Conditions, CDS refers to CDS connected to the Elia Grid.
	Configuration	The composition used by a Production Plant, consisting of one or more Production Units in a certain relationship, to generate power.
	Connection Contract	As defined in article 2, §1, 9° of the Federal Grid Code.
	Connection Installation	As defined in article 2, §1, 20° of the Federal Grid Code.
	Connection Point	As defined in article 2, §1, 37° of the Federal Grid Code.
	Control Area	As defined in article 2, §1, 60° of the Federal Grid Code.
	CREG	The federal regulatory authority for gas and electricity markets in Belgium.
	Daily Schedule	The program of production of a Technical Unit (expressed in MW), given on a quarter-hourly basis, provided to Elia In day-ahead and updated in accordance with the rules of the SA Contract.

Day D	As defined in article 2, §1, 23° in the Federal Grid Code.
Day D-1	As defined in article 2, §1, 24° of Federal Grid Code.
Day D+1	The calendar day (from 00:00 to 24:00) after Day D.
Decremental or “D”	A downward MW amendment.
Delivery Point	as defined in article 2, §1, 30° of the Federal Grid Code.
Demand Facility	as defined in article 2(1) of the Commission Regulation (EU) 2016/1388 of 17 August 2016 establishing a Network Code on Demand Connection (hereafter referred to as “NC DCC”).
Electrical Zone	The Elia Grid is divided in a number of electrical zones. Elia assesses on a regular basis whether a review of the number of zones is needed. At the moment of submitting the Contract the number of zones is ten: 380, Hainaut East, Hainaut West, Langerbrugge East, Langerbrugge West, Ruien, Merksem, Stalen, Liège and Schaerbeek. However, this number can change if operational-security analysis indicates a need.
Elia Grid	the electricity grid to which Elia holds the property right or at least that of using and/or operating it, and for which Elia has been appointed as transmission and local transmission system operator.
Energy Storage Device or “ESD”	device with the purpose of storing electrical energy that is to be injected into the system at a later time for the Grid User’s own use, or as a service offered to the system operator for balancing or congestion management.
Federal Grid Code	The provisions of the Royal Decree of 22 April 2019, as amended from time to time, establishing a federal technical regulation for the management of and access to the Elia grid.
Forced Outage	The unplanned removal (full or partial) from the Service of a Technical Unit for any urgent reason that is not under the operational control of the operator of the Technical Unit.
Grid User	As defined in article 2, §1, 57° of the Federal Grid Code.
Incremental	An upwards MW amendment.

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 the Service is provided.
Instruction	Control value in the “Exploitation” procedure comprising the power that the SA provides at a Technical Unit or, as the case may be, a Status.
Intraday Production Change Request or “IDPCR”	Information message regarding the amendment of a Technical Unit in the intraday timeframe in the framework of the “Intraday Nomination” procedure in a firm manner towards Elia.
Month	Period starting at 0:00 hours in the morning of the 1st of the month until 24:00 hours on the last day of the month.
MW	Megawatt.
Offshore Power Park Module	Defined in article 2(5), article 2(9) and article 2(15) of the Commission Regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators (hereafter also referred to as “NC RfG”).
Offtake	Value indicated the net offtake of active power at a Delivery Point. The term offtake is used to designate a certain sense of energy flow and does not exclusively refer to the technical means with which the Service is provided.
Outage Planning Agent or “OPA”	Any natural person or legal entity as defined in Article 3 (87) of the SO GL, and with whom Elia has concluded a contract for the Outage Planning Agent in accordance with article 244 of the Federal Grid Code. In compliance of article 377 of the Federal Grid Code the Balance Responsible Party takes on the role of Outage Planning Agent during a transition period in which these Rules are applicable.
Outage Status	The outage situation of a Technical Unit.
Pestimated	The estimate of the predicted production of a Technical Unit throughout the procedures.
Power-Generating Module or “PGM”	As defined in article 2(5), article 2(9) and article 2(15) of the NC RfG.

	Production Plant	A group of Production Units that together constitute a Technical Unit.
	Production Unit	The alternator of a (pump-operation) unit that generates or absorbs electricity and is connected to the Elia Grid.
	Pmax Available	The maximum instantaneous value of the power, expressed in MW, that the Technical Unit can inject into the Elia Grid for a certain quarter hour, taking into account all technical, operational, meteorological or other restrictions known at the time of notification to Elia of the Pmax Available value, without taking into account any participation of the Technical Unit in the provision of balancing services.
	Pmax tech	A unique value that indicates the maximum power the generator can generate from a technical point of view – expressed in MW – whereby the size of the generator is stated by the manufacturer and added to Annex 1 of the OPA contract.
	Pmin Available	The minimum instantaneous value of the power, expressed in MW, that the Technical Unit can inject into the Elia Grid for a certain quarter hour, taking into account all technical, operation and meteorological or other restrictions known at the time of notification to Elia of the Pmin Available value, without taking into account any participation of the Technical Unit in the provision of balancing services.
	Pmax tech	A unique value that indicates the maximum power the generator can generate from a technical point of view – expressed in MW – whereby the size of the generator is stated by the manufacturer and added to Annex 1 of the OPA Contract.
	Pmin Available	The minimum instantaneous value of the power, expressed in MW, that the Technical Unit can inject into the Elia Grid for a certain quarter hour, taking into account all technical, operation and meteorological or other restrictions known at the time of notification to Elia of the Pmin Available value, without taking into account any participation of the Technical Unit in the provision of balancing services.
	Pmin Tech	A unique value that indicates the minimum power the generator can generate from a technical point of view – expressed in MW – whereby the size of the generator is stated by the manufacturer and added to Annex 1 of the OPA Contract.
	Public Distribution Grid	As defined in Article 2, §1, 49° of the Federal Grid Code.

	or “DSO Grid”	
	Red Zone	A zone that shows a congestion risk based on the contingency analysis performed by Elia, after receiving the active power schedule in accordance with the Terms and Conditions for the Scheduling Agent after the closure of the day-ahead market.
	Scheduling Agent or “SA”	Any natural person or legal entity as defined in Article 3 (90) of the SOGL, and with whom Elia has concluded a contract for the Scheduling Agent in accordance with article 249 of the Federal Grid Code. In compliance of article 377 of the Federal Grid Code the Balance Responsible Party takes on the role of Scheduling Agent during a transition period in which these Rules are applicable.
	Status	The situation of a Technical Unit, which changes depending on the procedure.
	Strategic Reserve or “SGR”	The strategic reserve contracted with BRPs, as mentioned in article 7d(2)(2-4) of the Electricity Act.
	Technical Unit	(Also sometimes referred to as “Production Unit” and/or “Production Plant” in the Annexes) means a PGM, ESD or Demand Facility connected directly to the Elia grid or through a CDS or a Public Distribution Grid .
	Terms and Conditions of the Outage Planning Agent or “T&C OPA”	Terms and Conditions including the contract between the Elia and the Outage Planning Agent in accordance with article 244 of the Federal Grid Code, which governs the exchange of information between the Outage Planning Agent and Elia with respect to availability plans of Technical Units and possible amendments thereof. Until entry into force of a first approved version of Contract for the Outage Planning Agent, the terms and conditions of this contract are included in the Contract for the Coordination of the Injection of Production Units (CIPU contract) in accordance with article 377 of the Federal Grid Code.
	Terms and Conditions of the Scheduling Agent or “T&C SA”	Terms and Conditions including the contract between the Elia and the Scheduling Agent in accordance with article 249 of the Federal Grid Code, which governs the exchange of information between the Scheduling Agent and Elia with respect to active power schedules (Daily Schedules) and possible amendments thereof. Until entry into force of a first approved version of Contract for the Scheduling Agent, the terms and conditions of this contract are included in the Contract for the Coordination of the Injection of Production Units (CIPU contract) in accordance with article 377 of the Federal Grid Code.

	Week W	The calendar week of operation of the Technical Unit (from Monday morning 00:00 hours to Sunday 24:00).
	Year Y	The calendar year (from January 1st to December 31st) on which the Technical Unit is expected to start producing electricity.
	Zero Schedule	Refers to a Pestimated value of zero, whereas in a non-Zero Schedule the Pestimated value is greater than or equal to the Pmin available value.

## ART. II.2 ANNEXES

This contract contains the following Annexes. Some of these Annexes are Party-specific, indicated by the presence of a checkmark (☑) in the “Party-specific” column below. Party-specific Annexes may be amended in accordance with Article I.10.2.

Pursuant to article 253 of the Federal Grid Code, the SA uses coherent information with regard to Annexes filled by the OPA, for each Technical Unit.

Number	Title	Comment	Party-specific
Annex 1A	List of Production Units (PUs)	[Filled by the OPA]	☑
Annex 1B	List of Production Plants (PP)	[Filled by the OPA]	☑
Annex 1C	List of aggregated Production Units	[Filled by the OPA]	☑
Annex 1D	List of Production Plants with Coordinability Level limitations.	[Filled by the SA]	☑
Annex 2	State diagram of Status changes		
Annex 3	List of Production Units at the same site	[Filled by the SA]	☑
Annex 4	Contact persons of the Parties		☑
Annex 5	Start-up costs of Production Units	[Filled by the SA]	☑
Annex 6	Fuel price reference		
Annex 7	Implicit bidding		
Annex 8	I/D power for the settlement and correction of the BRP perimeter		
Annex 9	Information exchange requirements and IT rules		
Annex 10	Appropriation structure		
Annex 11	Slow-starting Production Units	[Filled by the SA]	☑

## TITLE 2: CONDITIONS FOR PARTICIPATION

### ART. II.3 CONDITIONS FOR SCHEDULING AGENTS

II.3.1 Pursuant to article 377 of the Federal Grid Code, the BRP assumes the role and responsibilities of OPA for any Technical Unit that satisfies the conditions of Article II.4.

### ART. II.4 CONDITIONS FOR TECHNICAL UNITS

II.4.1 A Technical Unit can be a Power-Generating Module (PGM) or Energy-Storage Device (ESD):

- a) With a Pmax tech of at least 25 MW, connected directly (or via a CDS) to the Elia Grid;  
or
- b) Connected directly (or via a CDS) to the Elia Grid, or through a DSO Grid willing to participate on a voluntary basis.

II.4.2 A Technical Unit must also satisfy the following requirements:

- a) The OPA for the Technical Unit must be designated as BRP responsible for Injection in an Access Contract (i.e, the BRP must be in charge of the Access Point that connects the Technical Unit to the Elia Grid); and
- b) The Technical Unit must be listed in Annex 1A & Annex 1B of the OPA Contract.

## TITLE 3: PROCEDURES

### ART. II.5 GENERAL PROVISIONS

- II.5.1 Pursuant to article 249, §2, 1°- 8° of the Federal Grid Code, this Title 3 describes the procedures for updating the active power schedule of a Technical Unit, including the operational rights and obligations of the Parties during these procedures.
- II.5.2 Scheduling is coordinated through the procedures listed below.
- “Stand-By”
  - “Ready-to-Run”
  - “Nomination”
  - “Intraday Nomination”
  - “Exploitation”
- II.5.3 The procedures of Art. II.5.2 attribute an active-power schedule to Technical Units.
- II.5.4 During the different timeframes stated in this SA Contract, the Parties agree to apply the active-power schedule per Production Unit during the “Stand-By”, “Ready-to-Run” and the “Nomination” procedures and per Production Plant during the “Intraday Nomination” and “Exploitation” procedures. The Parties agree to use net injection for all information about active energy or active capacity.
- II.5.5 Pursuant to article 253 of the Federal Grid Code, the data provided by the SA during the performance of this SA Contract regarding the Schedule of a Technical Unit must be coherent with the availability and active-power capability data provided by the OPA for the same Technical Unit.
- II.5.6 In case of incoherence in data described in Article II.5.5, and if necessary to ensure the safety, reliability and efficiency of the Elia Grid, Elia has the right to change the active-power schedule of a Technical Unit pursuant to article 112 of the SOGL. If Elia does change a Technical Unit’s Schedule in accordance with this Article II.5.6, Elia will inform the impacted SA and give the reason of the change.

### ART. II.6 “STAND-BY” PROCEDURE

- II.6.1 The purpose of the “Stand-By” procedure is for the SA to provide Elia – several weeks in advance – with weekly data on Technical Units’ generated peak power per day of Week W.
- II.6.2 The “Stand-By” procedure occurs weekly in Year Y from Week W-5 until Tuesday of Week W-4.
- II.6.3 The “Stand-by” procedure applies to all Technical Units listed in Annex 1A of the OPA contract.
- II.6.4 By 4:00 PM Tuesday of Week W-5, Year Y, the SA shall provide Elia with a with weekly data on Technical Units’ generated peak power for each Day of Week W, as specified in Annex 9.

### ART. II.7 “READY-TO-RUN” PROCEDURE

- II.7.1 The purpose of the “Ready-to-Run” procedure is for the SA to provide Elia – one week in advance – with Bid Prices and an active-power schedule for Technical Units, per hour of Week W.
- II.7.2 The “Ready-to-Run” procedure occurs weekly during Week W-1 until Thursday of Week W-1.
- II.7.3 The “Ready-to-Run” procedure applies to all Technical Units listed in Annex 1A of the OPA contract.
- II.7.4 By 4:00pm Tuesday of Week W-1, the SA must provide Elia a weekly active-power schedule for each hour of week W, and Bid Prices for all the Technical Units indicated in Annex 1A of the OPA contract. The SA sends this information as specified in Annex 9.
- II.7.5 By 6:00pm Thursday of Week W-1, following the SA’s submission of the information as set in Article II.7.4 Elia may request that the SA implement the following changes, for a specific period:
- a) The start-up of a Technical Unit;
  - b) If necessary, an Incremental on a Technical Unit (provided that during the “Ready-to-Run” procedure, the OPA and/or Elia has set the “Ready-to-Run” or “Ready-to-Run Reserved” Status for this Technical Unit); or
  - c) A Decremental on a Technical Unit.
- Elia will remunerate the SA in accordance with Articles II.17.1 & II.17.2 for Incrementals and Decrementals.
- II.7.6 If in accordance with Article II.7.5, Elia requests an Incremental or Decremental on a Technical Unit during this procedure, the SA must them into account in the Daily Schedule provided in the “Nomination” procedure.

## **ART. II.8 “NOMINATION” PROCEDURE**

- II.8.1 The purpose of the “Nomination” procedure is for the SA to provide – in day-ahead – a Daily Schedule and Bid Prices for each quarter hour of Day D.
- II.8.2 The “Nomination” procedure occurs during Day D-1 until 6:00pm.
- II.8.3 The “Nomination” procedure applies to all Technical Units listed in Annex 1A of the OPA contract.
- II.8.4 By 3:00pm on Day D-1, the SA must provide Elia with a Daily Schedule and Bid Prices for each quarter hour of Day D, as specified in the “Nomination” information of Annex 9.
- If Elia establishes that a Daily Schedule contains inconsistencies, Elia may declare it invalid. In this case, the SA must submit a new Daily Schedule as soon as possible. This does not mean an entitlement to remuneration from Elia to the SA.
- II.8.5 From 3:00pm to 6:00pm on Day D-1, Elia may change the SA’s Daily Schedule in the following ways:
- a) Impose Incrementals/Decrementals (bid sizes are calculated by Elia as specified in Annex 7);
  - b) Start up of additional Technical Units (provided that during the “Ready-to-Run” procedure, the OPA has set the “Ready-to-Run” or “Ready-to-Run Reserved” Status for this Technical Unit); and/or

- c) Shut down operating Technical Units.

The SA must take the necessary measures to implement any I/Ds, startups or shutdowns imposed by Elia. Any Incremental or Decremental is remunerated in accordance with Article II.18.2, II.18.3 & II.18.4.

- II.8.6 For Technical Units included in an SGR contract, the information as specified in Article II.8.4 must be submitted by 10:00am on Day D-1.

#### **Specificities for Offshore Power Park Modules**

- II.8.7 For Offshore Power Park Modules, Art. II.8.5 is not applicable for Incrementals or start-ups.
- II.8.8 During this procedure, Elia will use all reasonable and possible means to respect the priority of dispatch for electricity produced from renewable energy sources or high-efficiency cogeneration described in article 13 of the Electricity Regulation. Nevertheless, Elia may request bids on Offshore Power Park Modules if the safety, reliability and efficiency of the Elia Grid so requires while respecting article 13 of the Electricity Regulation. Elia remunerates the SA for Decrementals in accordance with Art. II.18.7.

### **ART. II.9 "INTRADAY NOMINATION" PROCEDURE**

- II.9.1 The purpose of the "Intraday Nomination" procedure is for the SA to change – after the "Nomination" procedure, via an IDPCR (Intraday Production Change Request) – his Daily Schedule and Bid Prices for each quarter-hour of Day D.
- II.9.2 The "Intraday Nomination" procedure applies to Technical listed in Annex 1B of the OPA contract. The transition from Annex 1A to Annex 1B is explained in Annex 1C.
- II.9.3 By 6:00pm on Day D-1, Elia must provide the SA with the necessary information concerning the Electrical Zones within which the SA can make IDPCRs. Elia reserves the right to modify which Electrical Zones are eligible for IDPCRs in real-time.
- II.9.4 From 6:00pm, Day D-1 to 10:45pm, on Day D, the SA may submit a new Daily Schedule and/or Bid Prices for Day D. Elia considers the IDPCR valid if all of the following conditions are satisfied:
  - a) The IDPCR does not concern any changes in Red Zones;
  - b) The Daily Schedule and/or Bid Prices still contains the same information, except for day-ahead prices. The Parties will agree on the format in which the SA must provide this information to Elia.
  - c) The Daily Schedule does not contain inconsistencies.
  - d) The new Daily Schedule and/or Bid Prices must be in Elia's possession at least 45 minutes before the time at which any change would take effect.

The new Daily Schedule and Bid Prices takes effect 45 minutes after the expiration of the quarter hour in which Elia has received it. Elia will only take into account the last Bid Prices submitted at the end of each quarter hour.

- II.9.5 Elia reserves the right to limit the number of submitted Daily Schedule and/or Bid Prices, the number of Technical Units involved, the I/D Bid volumes and/or volume per Electrical Zone.
- II.9.6 Satisfying all the validity conditions of Article II.9.4. does not restrict Elia's right to accept or refuse new Daily Schedules and/or Bid Prices. Elia will justify any refusal.
- II.9.7 Elia informs the SA of any acceptance/rejection at least 15 minutes before the effective time of a Daily Schedule submitted via IDPCR. If Elia accepts the Daily Schedule or Bid Prices, the Parties hereby agree to consider it as a reference and basis for future changes.

#### **Specificities for Offshore Power Park Modules**

- II.9.8 For Offshore Power Park Modules, the SA may not update the configuration, start fuel or operational fuel in a new Daily Schedule.
- II.9.9 For Offshore Power Park Modules, Article II.9.5 does not apply.

### **ART. II.10 "EXPLOITATION" PROCEDURE**

- II.10.1 The purpose of the "Exploitation" procedure is for Elia to further change the Daily Schedule after the "Nomination" procedure.
- II.10.2 The "Exploitation" Procedure applies to all Technical Units listed in Annex 1B of the OPA contract. The transition from Annex 1A to Annex 1B is explained in Annex 1C.
- II.10.3 The "Exploitation" procedure occurs after the "Nomination" procedure.
- II.10.4 The SA must take the necessary measures to implement any I/Ds requested by Elia.
- II.10.5 During Day D, the SA must inform Elia of any new Instruction intended for a Technical Unit. Elia may refuse the Instruction – in part or in full – if the consequences of said Instruction might compromise the safety, reliability and/or efficiency of the Elia Grid (in accordance with Elia's operating criteria for the Elia Grid) . If Elia refuses the SA's Instructions, Elia will specify for which specific period the refusal applies.
- II.10.6 If in accordance with Article II.10.5, Elia refuses the SA's Instructions, Elia may do so "without the imposition of I/Ds" or "with imposition of I/Ds" depending on the following:
- Whether the difference (in absolute value) between the new Instruction (in MW) and the Daily Schedule is equal to or greater than the difference (in absolute value) between the limit set by Elia and the Daily Schedule, expressed as " $\underline{ABS[NSP - P]} \geq \underline{ABS[Lim - P]}$ "; or
  - Whether the new Instruction (in MW) and the limit set by Elia are both either greater or smaller than the Daily Schedule, expressed as " $\underline{SIGN[NSP - P]} = \underline{SIGN[Lim - P]}$ ";

Where:

- "P" is the power value of the Daily Schedule regardless of whether for a particular moment, Elia has previously modified the Daily Schedule for the concerned Technical Unit.
- "NSP" is the new Set Point proposed by the SA for the concerned Technical Unit for a particular moment;
- "Lim" is the limit value (not to be exceeded upwards and/or downwards) set by Elia for the concerned Technical Unit for a particular moment. If Elia sets the same value for "Lim" as for "P", this will be equivalent to a complete refusal.

If one of these conditions is not fulfilled, Elia refuses the Instruction “with imposition of I/Ds”. The difference between the limit set by Elia and the Daily Schedule becomes an I or a D, depending on the sign of the deviation. The I or D begins when the SA requests the Instruction’s execution, for a period specified by Elia and conveyed to the SA. After this period, the SA may propose another Instruction.

If both conditions are fulfilled, Elia refuses the instruction “without imposition of I/Ds”. The SA bears all direct and indirect costs incurred through Elia’s rejection of the Instruction. After Elia’s rejection, the SA may propose modified Instructions for another Technical Unit to Elia.

- II.10.7 During Day D, Elia may also – of its own initiative – request new Instructions for a Technical Unit. The same cases apply as in Article II.10.6. The “Lim” parameter must only be considered as the new Instruction requested by Elia, and “NSP” must only be considered as the last applicable Instruction.

#### **Specificities for Offshore Power Park Modules**

- II.10.8 For Offshore Power Park Modules, Article II.10.6 & Article II.10.7 do not apply.

## TITLE 4: ADDITIONAL PROVISIONS

### ART. II.11 GENERAL PROVISIONS

- II.11.1 The SA will inform Elia about the staffing of the Technical Units which, as the case may be, implies limitations for simultaneous operations (start-up, shutdown, simultaneous adjustment up or down) in Technical Units located at the same site. A list of these Technical Units can be found in Annex 3.
- II.11.2 During the performance of this Contract, Elia will not request I/D Bids on a Technical Unit included in an SGR contract. Any eventual power activation of the Technical Unit – and any eventual, related remuneration arising from said activation – must respect the conditions established in the SGR contract.
- II.11.3 Each I or D requested by Elia will be corrected ex-post and will be taken into account when calculating the quarter-hourly imbalance of the SA (as BRP) under the BRP contract, in accordance with Annex 8.
- II.11.4 The SA will take the necessary measures to ensure that a Technical Unit abides by Elia's start-up instructions and power-generation instructions at the time specified by Elia.
- II.11.5 The Daily Schedule takes account of the "May Not Ready-to-Run" (MNRR) Status set by Elia in Week W-1, in the sense that the SA indicates such Technical Units with 0 MW as the power to be injected, or as the case may be, with a quantity of MW that is smaller than the figure given by Elia in Week W-1.
- II.11.6 The SA must inform Elia as soon as possible in case of Forced Outage or limitation of a Technical Unit. Elia reserves the right to visit the Technical Unit concerned at any time.

#### **Specificities for Offshore Power Park Modules**

- II.11.7 For Offshore Power Park Modules, Article II.11.1, Article II.11.2, Article II.11.3 and Article II.11.6 do not apply. In addition, Art. II.11.4 does not apply for Incrementals.

## TITLE 5: EXCHANGE OF INFORMATION

### ART. II.12 GENERAL PROVISIONS

- II.12.1 Pursuant to article 249 of the Federal Grid Code, this section contains the terms and procedures relative to the exchange of relevant information between the Parties, such as the form and granularity of data exchanges accounting for the size, characteristics, location and technical limitations of relevant Technical Units.
- II.12.2 At the time the SA conveys data to Elia during the procedures of this contract, Elia considers such information as providing the most accurate picture possible of the active-power schedule of Technical Units. The SA is responsible for any deviation or inconsistency between this information and the actual situation of Technical Units. Elia cannot be held responsible for such inconsistencies.
- II.12.3 If, during the performance of this SA Contract, Elia wishes to obtain information about Technical Units under the responsibility of the SA which might influence the safety, reliability and/or the efficiency of the Elia Grid, then the SA undertakes to provide Elia with that information in good time.

### ART. II.13 FORM OF COMMUNICATION

- II.13.1 The exchange of information between the Parties concerning performance of the Contract is done electronically through offline communication for the "Standby", "Ready-to-Run" and "Nomination" procedures.
- II.13.2 The exchange of information between the Parties concerning the performance of the SA Contract is done through real-time communication during the "Intraday Nomination" and "Exploitation" procedures.
- II.13.3 Real-time communication accompanying changes to the Daily Schedule during the "Exploitation" procedure is conducted by electronic message, but is also confirmed by phone, if necessary, between the SA's dispatching and Elia's dispatching.
- II.13.4 The electronic real-time communication and electronic off-line communication protocols are specified by Elia in accordance with Annex 9.
- II.13.5 The Parties agree that either Party's dispatching department may record real-time phone conversations between them while respecting the conditions set in Article I.8.5.

With regard to their value as evidence in law, the Parties acknowledge that the recordings of this Article II.13.5 are permissible as proof – for example, in the settlement of a dispute relating to the present SA Contract. Both Parties shall inform their respective employees about the existence and/or possibility of recordings and about the existence and/or possibility of recordings by the other Party.

- II.13.6 All recordings will be based on the measurements, counts and signals managed by Elia unless the SA can demonstrate that a significant error has occurred in those recordings. In this case, the Parties will consult each other in order to repair the significant error in the recording.
- II.13.7 The Parties shall agree on the timing for all recording and process-related communications. In the absence of agreement, this timing will be specified by Elia.
- II.13.8 The exchange of information concerning the performance of the Contract will be directed to the respective contact persons of the Parties, as mentioned in Annex 4.

**Specificities for Offshore Power Park Modules**

- II.13.9 For Offshore Power Park Modules, Article II.13.3 also applies to changes to the Bid Prices.

**ART. II.14 COMMUNICATION OF STORM RISK**

- II.14.1 Pursuant to article 252 of the Federal Grid Code, the SA must inform Elia of the partial or complete cut-out of an Offshore Power Park Module due to forecasted (or ongoing) storm event. This includes Technical Unit's active power schedule.
- II.14.2 During a storm event, and for its entire duration, the SA must keep the information of Article II.14.1 regularly up to date, and coherent with the Power Park Module's Outage Status and Pmax available. In addition, the SA must provide Elia with the start/end time of the partial or complete cut-out and, as the case may be, any changes due to a higher/lower storm impact than anticipated.
- II.14.3 Pursuant to article 252 of the Federal Grid Code, the cut-in phase of an Offshore Power Park Module following a forecasted (or ongoing) storm event must be approved by Elia, and coordinated by the Parties. When the storm risk has ended, the SA will not submit a new Daily Schedule as long as the OPA and Elia have not coordinated the cut-in phase, and as long as Elia has not validated a change in Outage Status and/or Pmax available.
- II.14.4 If the SA does not meet his obligations under Article. II.14.3, Elia may impose conditions on the cut-in phase and/or Daily Schedule of the concerned Offshore Power Park Module.

## TITLE 6: REMUNERATION

### ART. II.15 GENERAL PROVISIONS

II.15.1 Pursuant to article 248 §2 and article 249 §2 °6-°9 of the Federal Grid Code, this Title 6 outlines the circumstances in which changes to the SA's active-power schedule by either Party leads to remuneration.

II.15.2 If an authorised court or authorised authority orders a review of remuneration between Parties – partial or complete, and with or without retroactive effect – the Parties agree to comply.

II.15.3 Where this Article II.15.3 is explicitly referred to in this SA Contract, if either Party requests an active-power schedule change for a Technical Unit, and if said change leads to costs which are:

- a) Reasonable, in the sense that they reflect an additional cost or loss of revenue that cannot be recovered elsewhere, based on a certain information at the moment of agreement on the request; and
- b) Demonstrable, in the sense that the Party charging the costs must be able to support them via supporting documents justifying the amount at the moment of agreement on the request (invoice, price offer of a contractor, or a reliable source of, for example, reference prices), which must be kept at disposal for the regulating authority and for Elia; and
- c) Directly related to the request, meaning the cost would not be incurred if the change would not be requested;

the requesting Party shall remunerate the other Party for implementing the schedule change.

II.15.4 If in Week W-1, on Day D-1 or on Day D, the SA reports a Forced Outage which prevents him from implementing an Incremental or start-up requested by Elia, the SA will reimburse Elia. In particular, this applies to:

- a) Incrementals requested by Elia in Week W-1, for a Forced Outage reported on Day D-1;
- b) Incrementals requested by Elia on Day D-1; and/or
- c) Incrementals requested by Elia on Day D.

The SA reimburses Elia during the Forced Outage in line with the non-implemented part of the Incremental. If the Forced Outage occurs on Day D, the reimbursement amount is equal to the SA's Incremental price in the most recent (valid) Bid Prices.

To calculate the start and end-time of the Forced Outage, the Parties use the end of the current quarter-hour at which the Forced Outage started and ended. Start-ups imposed by Elia are only reimbursed if all the Incrementals requested by Elia for that day are reimbursed in accordance with this Article II.15.4.

#### **Specificities for Offshore Power Park Modules**

II.15.5 For Offshore Power Park Modules, Article II.15.4 does not apply.

#### ART. II.16 “STAND-BY REMUNERATION”

II.16.1 There are no remuneration provisions applicable to the SA or to Elia during the “Stand-By” procedure.

#### ART. II.17 “READY-TO-RUN” REMUNERATION

II.17.1 If Elia imposes the start-up of a Technical Unit with the “Ready-to-Run” (RR) or “Ready-to-Run” Reserved (RRR), Elia will remunerate the SA in accordance with the calculations of Article II.20. For the purpose of this Article II.17.1, Elia only remunerates the start-ups of Technical Units with a Zero Schedule as their active power estimate.

II.17.2 If Elia imposes an Incremental or a Decremental on a Technical Unit, it is calculated using the (MW) active power estimate, rather than the Zero Schedule. Elia will remunerate the SA for the contractual Incremental price Price(I), or the SA will remunerate Elia for the contractual Decremental price Price(D).

Decremental Bid Prices are limited to the lowest incremental Bid Prices in the case of congestion, and with remuneration from the same SA.

$Price(I) = \{FC(I) + BHK + External (I) + ExtraROM(I)\};$  and

$Price(D) = \{(L_{fuel} \times FC(D)) + ExtraROM(D) + External (D)\}.$

Using the following parameters:

- FC: fuel cost calculated using (i) the fuel for the bid (in accordance with Annex 6), (ii) the average specific consumption of the Production Unit (“S” in Annex 1A of the OPA contract) and (iii) the published, expected fuel market price of the fuel (in accordance with Annex 6).
- BHK: remuneration representing all direct and indirect costs associated with fuel management, set by default to 5% of the fuel cost FC. This parameter excludes costs directly linked to exceeding the subscribed gas capacity. All cases of exceeding the subscribed gas capacity that are caused by Elia must *a priori* be announced to Elia. At the same time as that warning, the SA will provide an indication of the costs associated with this. Without an *a priori* warning, an indication of the related costs and the written agreement of Elia, the SA cannot recover the related costs from Elia.
- External: represents any costs that are reasonable, demonstrable and directly related to a change in active power (detailed in Article II.15.3).
- ExtraROM: a lump-sum payment of €2/MWh applied to Incremental prices.
- Pepex: the day-ahead hourly price of the Belgian Power Exchange.
- L<sub>fuel</sub>: binary value (“L\_F” in Annex 1A of the OPA contract), set to 0 for Production Units where recuperation of fuel is not possible, and 1 for all other types of Production Units.

#### Specificities for Offshore Power Park Modules

II.17.3 For Offshore Power Park Modules, Articles II.17.1 and II.17.2 do not apply.

#### ART. II.18 “NOMINATION” REMUNERATION

II.18.1 If, in accordance with Article II.8.4, the SA submits an invalid Daily Schedule, the SA will remunerate Elia for any demonstrable, additional congestion-management costs incurred by Elia as a result of the invalid Daily Schedule.

II.18.2 The SA will present Elia with D-1 prices relating to Incrementals and Decremental bids (in € per MWh) according to the following:

- For Incremental bids, Elia remunerates the SA Price(I);
- For Decremental bids, the SA remunerates Price(D) to Elia if the price is positive, and Elia remunerates Price(D) to the SA if the price is negative. Decremental Bid Prices are limited to the lowest incremental Bid Prices in the case of congestion, and with remuneration from the same SA;

Where  $\text{Price(I)} = \{1.1 \times (\text{FC(I)} + \text{BHK}) + \text{External (I)} + \text{ExtraROM (I)}\}$ ; and

$\text{Price(D)} = \{\text{Lfuel} \times (\text{FC(D)} - \text{BHK}) + \text{External (D)}\}$ .

II.18.3 If Elia wishes to shut down a Technical Unit indicated as “Available” (AV), Elia remunerates the SA for the shutdown. The provisions relating to said remuneration – including the provisions relating to pay-outs – form part of a separate agreement signed by the Parties.

For any applicable Technical Unit with a Non-Zero Schedule, Elia’s remuneration to the SA must include:

- The start-up price of the Technical Unit concerned; and
- A clean spread based on the following formula:  $\frac{(\text{Pepex} - \text{FC} - \text{External}) \times \text{Pmax}}{\text{available per hour}}$ .

and at least equal to a capacity remuneration of five hundred euro (€500) per MW of capacity and per calendar day of requested shutdown, or six euro and twenty-five cents (€6.25) per MW of capacity and per quarter hour of requested shutdown if the shutdown amounts to less than one calendar day. Maximum capacity is estimated at Pmax available;

For any applicable Technical Unit with a Zero Schedule, Elia’s remuneration to the SA must include a capacity remuneration of two hundred and fifty euro (€250) per MW of capacity per calendar day of requested shutdown, or two euro and fifty cents (€2.50) per MW of capacity per quarter hour of requested shutdown if that shutdown amounts to less than one calendar day. Maximum capacity is estimated at Pmax available.

II.18.4 If Elia requests the start-up of a Technical Unit with “Ready-to-Run” or “Ready-to-Run Reserved”, Elia must remunerate the SA for the start-up price of that Technical Unit in accordance with the price formula in Art. II.20. Elia only remunerates the SA for start-up costs if the Technical Unit is expected with a Zero Schedule according to the active power schedule.

#### Specificities for Offshore Power Park Modules

II.18.5 For Offshore Power Park Modules, Article II.18.1, Article II.18.2, Article II.18.3, Article II.18.4 and Article II.18.5 do not apply.

II.18.6 For Decremental bids, Elia remunerates the SA (in €/MWh) Price(D) per Technical Unit, where Price(D) = External (D). The price reflects the costs of Article II.15.3. Decremental-Bid Prices are always negative.

#### **ART. II.19 "EXPLOITATION" REMUNERATION**

II.19.1 Any remuneration covering the "Exploitation" procedure uses the upwards or downwards power quantities requested by Elia – defined in Annex 8 – as a basis for calculation, multiplied by the intraday prices included in the most recent valid Bid Prices.

II.19.2 I-Bid Prices must conform with the following rules:

- They must be positive.
- Their price must be lower than the maximum lump-sum price for negative imbalance (NEGj), as defined in Section 6.7.2 of the Functioning Rules for the Strategic Reserve.
- The SA must propose valid I-Bid Prices for Production Plants with a Coordinability Level of "C" or "LC". These levels are outlined in Annex 1B.

II.19.3 D-Bid Prices must conform with the following rules:

- They can be positive or negative. The SA remunerates Elia for the drop in active power if prices are positive, and Elia remunerates the SA for the drop in active power if prices are negative.
- Elia only considers valid those I-Bid Prices for Production Plants with a Coordinability Level or "C" or "LC". These levels are outlined in Annex 1B.
- For Technical Units with a Coordinability Level of "LC", they must be higher than minus three thousand euro (-€3.000).

II.19.4 If during the "Exploitation" procedure Elia requests the start-up of one of the SA's Technical Unit, Elia will remunerate the SA for the start-up in accordance with Art. II.20.

II.19.5 Pursuant to Art. 251, §4 of the FGC, if after Elia's refusal of a new Schedule, either (or both) the active-power production or consumption Instructions still deviate from the SA's previous schedule, the SA is responsible for eventual costs incurred by Elia, such as the recourse to alternative means for congestion management.

#### **ART. II.20 START-UP PRICES**

II.20.1 The prices (in €) for starting up Technical Units are calculated in accordance with Annex 5.

II.20.2 If Elia expressly orders the additional startup of part of a Technical Unit (including the desired Configuration in Intraday), Elia will remunerate the SA for the startup cost of the Technical Unit if all of the following conditions are fulfilled:

- a) The Technical Unit has effectively performed the requested startup.

- b) The Technical Unit's last Daily Schedule (received by Elia) before the startup must be lower or equal to the Technical Unit's Pmin\_available, for all quarter hours of the requested Incremental, for the quarter hour preceding the Incremental, and for the quarter hour after the Incremental has ended.
- c) The power actually injected by the Technical Unit into the Elia Grid before Elia requested the Incremental – and consequently, before the startup – must be lower or equal to the Technical Unit's Pmin\_available. The power taken into account is the average power calculated on the 4 quarters before the activation period.
- d) The power actually injected by the Technical Unit into the Elia Grid after Elia requested the Incremental – and consequently, after the startup – must always be equal to the power requested by Elia for the quarter hour.

Startup costs of one or more Technical Units after another Technical Unit has broken down are the entire responsibility of the SA.

**Specificities for Offshore Power Park Modules**

II.20.3 For Offshore Power Park Modules, Article II.20.1 and Article II.20.2 do not apply.

## TITLE 7: INVOICING & PAYMENT

### ART. II.21 INVOICING & PAYMENT

- II.21.1 At the latest by the 15th of each Month, Elia will present to the SA, in a joint validation platform or other channel a report related to the remunerations due from Elia to the SA, or vice-versa, regarding Status modifications throughout the procedures, established in Tittle II.3, related to the previous calendar month.
- II.21.2 Disputes from the SA regarding the report must be reported within 25 calendar Days starting from the Day following Elia submission of the respective report. In such a case, the Parties shall enter into negotiations with each other with a view to reach an agreement and if this is not possible the dispute will be settled in accordance with the principles set in Article I.13.
- II.21.3 If no agreement can be reached:
- the SA, when drawing up his pro-forma invoice for Month M as specified in Article II.21.4, shall take into account the remuneration calculated by Elia;
  - the Parties shall continue their negotiations with a view to reaching an amicable arrangement and, after concluding their agreement, settle this invoice ex-post;
  - if no amicable arrangement is reached, the dispute settlement procedure set out in Article I.13 shall apply.
- II.21.4 The SA shall send the Elia Settlement department, in accordance with list of contact persons in Annex 4, his monthly pro-forma invoice no later than on the 25th of each Month. The pro-forma invoice will include, among other things:
- the remuneration due from Elia to the SA (or vice-versa) regarding Status changes throughout the procedures, for the previous Month.
  - the general instructions for invoices as specified in Article I.5.1, and the specific appropriation structure of Annex 10.
- II.21.5 Elia shall either approve or reject the pro-forma invoice within 5 working Days after reception. After approval by Elia of the pro-forma invoice, the invoice or credit note (in accordance with the pro-forma invoice) may be sent to the Invoicing & Payment department, as per list of contact persons in Annex 4.
- II.21.6 In general all dispositions of Article I.5 are applicable.

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

**ELIA SYSTEM OPERATOR N.V./S.A.**, represented by:

[•]

[•]

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[•]

Date:

Date:

[•], represented by:

[•]

[•]

[•]

[•]

Date:

Date:

## Annex 1A : List of Production Units (PU)

PU-Name	Type	C_L	L_F	S	EAN-code Topaz	SGR	SF	Fuel	RR	ERR	Pmin	Pmax	EDD

*Disclaimer: the mere listing of a Production Unit in this Annex does not entail the right for said Production Unit to be connected to the Elia Grid*

### General Legend

	Explanation	[unit]	Listing of detailed possibilities
Type	Unit Type (+ Class)	text	BG,CCGT,CCGT-GT,CCGT-ST,CL,D,GT,HU,HU-PS,HU-TS,IS,NU,TJ,WKK,WT,CL(K1),CL(K3),CCGT(S4),CCGT(S1),ST
C_L	Coordinability Level	text	LC, C, NC
L_F	L_Fuel	binary	0, 1, -
S	Specific Fuel Consumption at average power	[GJ/MWh]	
SF	Start Fuel	text	BF,CP,GO,LV,NG,NU,WA,WI,WP,WR,FA, SO
FUEL	Operational Fuel / Functional Mode	text	BF,CP,GO,LV,NG,NU,WA,WI,WP,WR,FA,NG/WP,CP/BF,CP/NG/FA,NG/BF,CP/BF/WP,CP/WP,CP/NG/FA/WP,FULL, SO
RR	Ramping Rate	[MW/min]	
ERR	Emergency Ramping Rate	[MW/min]	
Pmin	Technical Minimum Power	[MW]	
Pmax	Technical Maximum Power	[MW]	
EDD	Expected Decommissioning Date	Date	between 01/01/2012 - 31/12/2050
EAN Code TOPAZ	EAN code Access Point + EAN code Technical Unit + 1 (Injection) or 0 (Offtake)	Number	37 digits
SGR	Indicates whether the unit is part of a SGR contract		

### Legend Unit-Type

BG	Biogas
CCGT	Combined Cycle
CCGT-GT	Combined Cycle - Gas Turbine
CCGT-ST	Combined Cycle - Steam Turbine
CL	Classic
D	Diesel
GT	Gas Turbine
ST	Steam Turbine
HU	Hydraulic Unit
HU-PS	Pump Station (Pump)
HU-TS	Pump Station (Turbine)
IS	Incineration Station
NU	Nuclear
TJ	TurboJet
WKK	Cogeneration Unit
WT	Wind Turbine

### Legend Fuel

BF	Blast Furnace
CP	Coal Pulverized
GO	Gas Oil
LV	LVN = 'light virgin naphtha' = crude oil derivate
NG	Natural Gas
NU	Nuclear
WA	Water
WI	Wind
FA	Fuel A
FULL	Full Combined Cycle
WP	Wood Pellets
WR	Waste Recycle
SO	Solar

## Annex 1B: List of Production Plants (PP)

PP-Name	Type	C_L	L_F	S	EAN-code Probid	SF	Fuel	RR	ERR	Pmin	Pmax	EDD

*Disclaimer: the mere listing of a Technical Unit in this Annex does not entail the right for said Technical Unit to be connected to the ELIA Grid*

### General Legend

	Explanation	[unit]	Listing of detailed possibilities
Type	Unit Type (+ Class)	text	BG,CCGT,CCGT-GT,CCGT-ST,CL,D,GT,HU,HU-PS,HU-TS,IS,NU,TJ,WKK,WT,CL(K1),CL(K3),CCGT(S4),CCGT(S1),ST
C_L	Coordinability Level**	text	LC, C, NC
L_F	L_Fuel	binary	0, 1, -
S	Specific Fuel Consumption at average power	[GJ/MWh]	
SF	Start Fuel	text	BF,CP,GO,LV,NG,NU,WA,WI,WP,WR,FA, SO
FUEL	Operational Fuel / Functional Mode	text	BF,CP,GO,LV,NG,NU,WA,WI,WP,WR,FA,NG/WP,CP/BF,CP/NG/FA,NG/BF,CP/BF/WP,CP/WP,CP/NG/FA/WP,FULL, SO
RR	Ramping Rate	[MW/min]	
ERR	Emergency Ramping Rate	[MW/min]	
Pmin	Technical Minimum Power	[MW]	
Pmax	Technical Maximum Power	[MW]	
EDD	Expected Decommissioning Date	Date	between 01/01/2012 - 31/12/2050
EAN Code PROBID	EAN code van de Productie-Eenheid	Number	18 digits

### Legend Unit-Type

BG	Biogas
CCGT	Combined Cycle
CCGT-GT	Combined Cycle - Gas Turbine
CCGT-ST	Combined Cycle - Steam Turbine
CL	Classic
D	Diesel
GT	Gas Turbine
ST	Steam Turbine
HU	Hydraulic Unit
HU-PS	Pump Station (Pump)
HU-TS	Pump Station (Turbine)
IS	Incineration Station
NU	Nuclear
TJ	TurboJet
WKK	Cogeneration Unit
WT	Wind Turbine

### Legend Fuel

BF	Blast Furnace
CP	Coal Pulverized
GO	Gas Oil
LV	LVN = 'light virgin naphtha' = crude oil derivate
NG	Natural Gas
NU	Nuclear
WA	Water
WI	Wind
FA	Fuel A
FULL	Full Combined Cycle
WP	Wood Pellets
WR	Waste Recycle
SO	Solar

## Annex 1C : Aggregated Production Units (PP-PUs)

### List of aggregated Production Units (PP-PUs)

PP-Name	EAN-code PROBID	PU-Name	EAN-code TOPAZ

### Characteristics of the aggregated Production Units with unit type "STEG"

Configuration	Pmin	Pmax
GT1	GT1	GT1
GT2	GT2	GT2
GT1 + ST	$(1 * GT1) + (0,5 * ST)$	$(1 * GT1) + (0,5 * ST)$
GT2 + ST	$(1 * GT2) + (0,5 * ST)$	$(1 * GT2) + (0,5 * ST)$
GT1 + GT2	$(GT1 + GT2)$	$(GT1 + GT2)$
GT1 + GT2 + ST	$(GT1 + GT2 + ST)$	$(GT1 + GT2 + ST)$

The Pmin & Pmax used to calculate the equivalent for each configuration here, are those from the nomination files

Nomination	Sum of the nominations of the individual Production Units
Status	Available if at least one of the gas turbines is available
Startcost	Start-up cost of the resp. available gas turbine(s); if a start-up on a PP is requested, the cheapest GT will always be taken first
I-bid price	I-bid price of one of the gas turbines (hypothesis : I-bid prices of all gas turbines are equal; if not ELIA will use the cheapest)
D-bid price	D-bid price of one of the gas turbines (hypothesis : D-bid prices of all gas turbines are equal; if not ELIA will use the cheapest)

### Characteristics of the aggregated Production Units with config "General"

Configuration	Pmin	Pmax
General	$\Sigma P_{min}$	$\Sigma P_{max}$

The Pmin & Pmax used to calculate the equivalent for each configuration here, are those from the nomination files

Nomination	Sum of the nominations of the individual Production Units
Status	Available if at least one of the individual Production Units is available
Startcost	Start-up Cost of the resp. available Production Unit; if a startup on a PP is requested, the cheapest Production Unit will always be taken first
I-bid price	I-bid price of a Production Unit (hypothesis : I-bid prices are all equal; if not ELIA will use the cheapest)
D-bid price	D-bid price of a Production Unit (hypothesis : D-bid prices are all equal; if not ELIA will use the cheapest)

*\* Important note: Every configuration has an individual EAN-code as well. These are not explicitly listed in the SA-annexes but can be delivered to and only upon specific request from the CIPU-contract holder. An IDPCR, which can be sent as part of the "Intraday Nomination" procedure, requires nomination of all existing configurations with their specific EAN-codes to serve as the key identifier.*

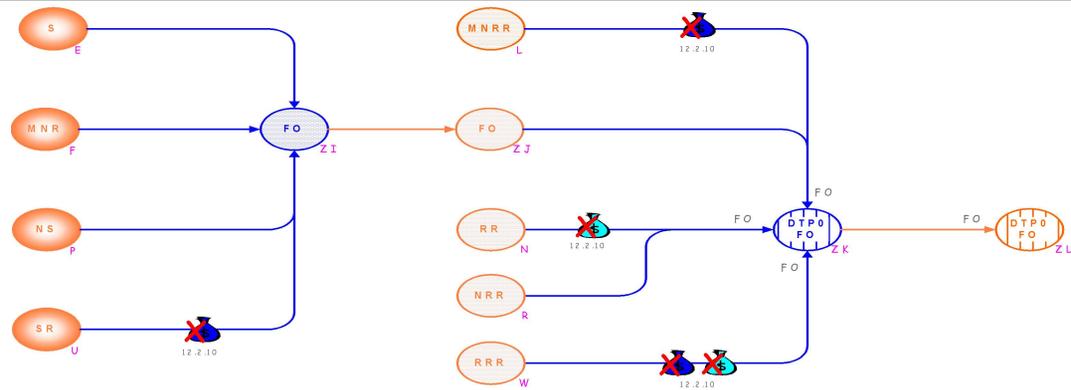
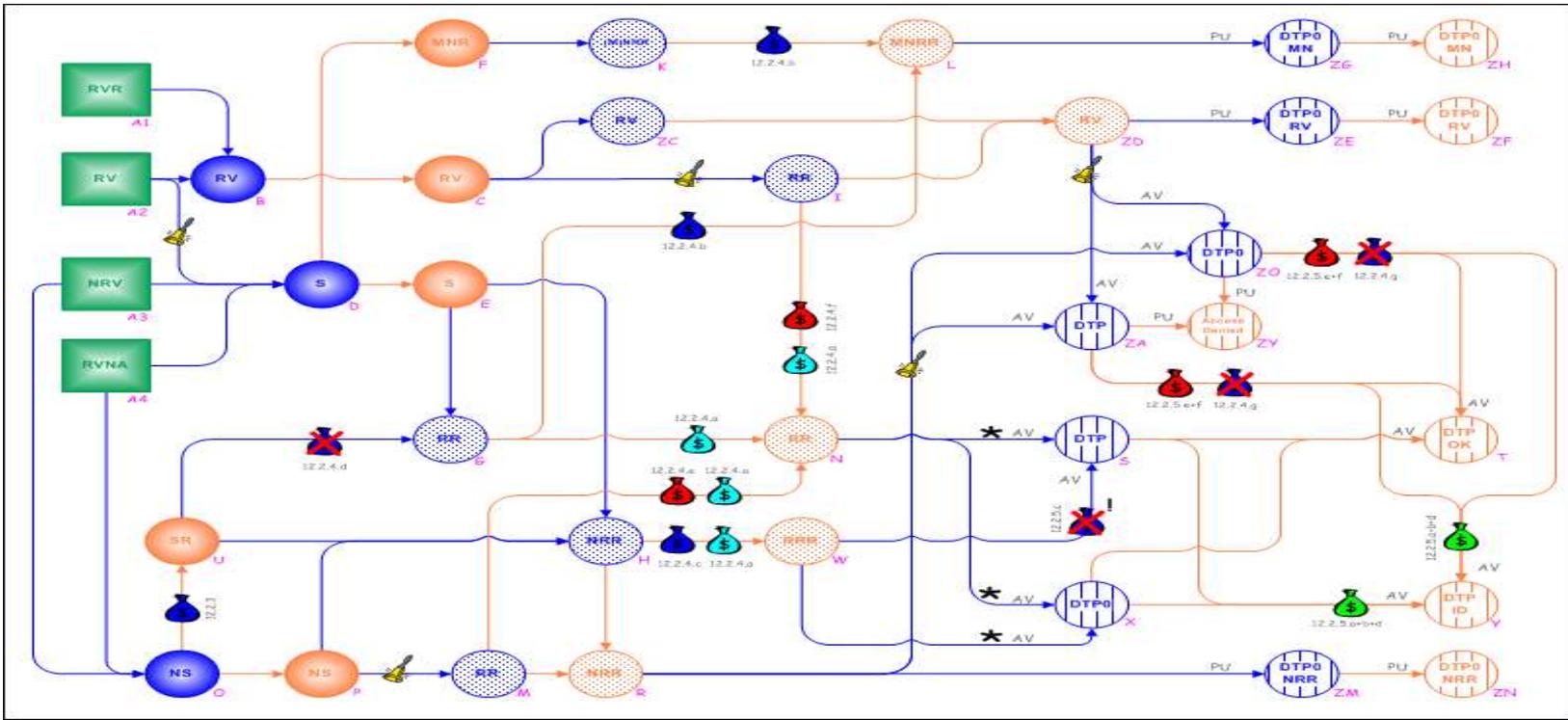
**Annex 1D : List of LC Production Plants with specific constraints for balancing procedure**

PP-Name	Type	EAN-code PROBID	Specific configuration concerned	Limitations

\* Limitations such as : 'only start/stop = no modulation', ' minimum lead-time before bid can be activated', ...

## Annex 2 : State diagram of Status changes

-  Symbolizes a Status change from ELIA (ELIA must reimburse the BRP)
-  Symbolizes a that the BRP must reimburse ELIA
-  Symbolizes that the BRP must reimburse ELIA
-  Symbolizes that ELIA must reimburse the BRP for I's or start-ups in Week W-1;  
and that the BRP must reimburse ELIA for D's (made by ELIA) in Week W-1
-  Symbolizes that ELIA must reimburse the BRP for I's or start-ups on Day D-1;  
and that the BRP must reimburse ELIA for D's (made by ELIA) on Day D-1
-  Symbolizes that the BRP must reimburse ELIA only if the BRP sends a valid Daily  
Schedule that is higher than what ELIA ordered in Week W-1. This check is done on I's, not on D's
-  Symbolizes the repayment of all the changes already paid by ELIA  
and the startups and I's (but not D's)
-  Symbolizes Status transitions that require an agreement from ELIA
-  Symbolizes that ELIA will check if any startups, I's and D's ordered in Week W-1 were respected by the BRP



**Annex 3 : List of Production Plants at the same site**

**(for which personal-support may imply constraints for parallel operations during startup, shutdown or ramping-up or ramping down)**

PP-Name	EAN-code PROBID

## **Annex 4: Contact persons**

For ELIA:

**1. Contractual Relations**

**2. Billing Contacts**

**2.1 Settlement**

**2.2 Invoicing & Payment**

**3 Real-time Operations**

**4 Off-line Operations**

**For the BRP:**

**1. Contractual Relations**

**2. Billing Contacts**

**Incoming Invoicing**

**Outgoing Invoicing**

**3. Real-time (24-hours)**

**4. Offline Operations**

**5. Analysis of Forced Outages**

## Annex 5: Start-up costs for Production Units

PU-Name	Type	C_L	EAN-code TOPAZ	SFprice-reference	FC [€]	Sstart [GJ]	SC [€]

During this Contract's procedures, these start-up costs per Technical Unit will always be used

Whenever a start-up is requested on a CCGT-type PP, the cheapest GT will always be taken first (if ever there would be a difference)

Type = Unit Type (+ Class)                      SC = Total startupcost = Sstart\*SFprice + FC + CO2 cost

Sstart = Fuel-cost related startupcost              FC = Fixed startupcost

SFprice (X) = StartFuel-price of Start Fuel 'X'      which is determined in annex 6 for (fuel A (FA), natural gas (NG), gas oil (GO), coal pulverised (CP))

for NG : 'W-1' reference is taken for starts during the "Ready-to-Run" procedure; 'D-1' reference is taken for starts during the "Nomination", "Intraday Nomination" & Exploitation procedures

## **Annex 6 : Fuel price references (SFprice [€/GJ])**

### **Coal Pulverised (CP)**

The Parties refer to the daily publication of Platts "Platts European power Daily", with the following reference: Coal CIF ARA - Month ahead (section Platts Cross-Fuel Comparisons). The "Platts European Power Daily" is published daily on weekdays. For any bids on a weekday, the Parties will use the Platts publication of that same day. If there are no publications on the given weekday, the Parties will use the last available Platts publication as reference for the day the bids are executed. Price are quoted in €/Mwhelec, using a standard efficiency of 34%. Prices must be increased by 0,25 €/GJ to take into account transportation costs. In addition, prices must include duties of 8.6 €/ton.

The lower bound of the calorific value is 25,121 GJ/ton.

For indicative purposes, the SA shall send (during the "Ready-to-Run", "Intraday Nomination" and "Nomination" procedures) I/D prices based on market-based assessment of the indicated reference.

#### Example for a bid that would be executed Monday 10 May (for illustrative purposes)

*Date Publication Platts: 10 May (weekday so publication is available)*

*Coal (CIF ARA) Month Ahead = 3,02 c€/kWhelec*

*30,2€/MWhel x 0,34 = 10,27€/MWhth*

*10,27€/MWhth /3,6 = 2,85€/GJth*

*+ Transport costs = 0,25 €/GJ*

*+ Duties = (8,6 €/ton) / (25,121 GJ/ton) = 0,34 €/GJ*

*CP = 2,85 + 0,25 + 0,34 = 3,44 €/GJ*

### **Natural Gas (NG)**

#### **W-1**

The Parties refer to the daily publication in ESGM ("European Spot Gas Markets"). On Tuesday of week W-1 the publication Zeebrugge Hub (offer) is included, with the reference : WDNW (weekdays next week) - to be considered as strike price and to be augmented with a allowance of 0,4 pence/therm.

The sum of the components is regarded as the fuel price to be used in the framework of the "Ready-to-Run" procedure.

The price need to be augmented with 0,17 €/GJ to include transportation costs

The published reference is given in pence/therm. The conversion of therm towards GJ(i) is the following: GJs/therm = 0,1055056 and GJ(i)/GJs= 0,9035.

The conversion of £ toward € follows the exchange rate of Tuesday W-1 as published on the website of the Bank of England

<http://213.225.136.206/mfsd/iadb/Rates.asp?TD=15&TM=Dec&TY=2006&into=EUR&POINT.x=10&POINT.y=9>

#### Example (for illustrative purposes)

*publication on Tuesday 13 July for the week starting with 19 July 17,7 pence/therm*

*allowance 0,4 pence/term*

*sum: 18,1 pence/term*

*exchange rate: 1,6447 €/£*

*18,1\*(1/0,1055056)\*(1/0,9035)\*(1,6447/100) = 3,123 €/GJ(i)*

*For the week starting with 19 July the following fuel price will be used NG: 3,123 + 0,17 = 3,293 €/GJ(i)*

#### **D-1**

The Parties refer to the daily publication of the Heren Zeebrugge Day-ahead index (<https://s3-eu-west-1.amazonaws.com/rbi-icis/wp-content/uploads/2015/10/ESGM-Methodology-1-October-2015.pdf>)

The published reference is expressed in pence/therm. The conversion of therm towards GJ(i) is the following: GJs/therm = 0,1055056 and GJ(i)/GJs= 0,9035.

The conversion of £ towards € follows the exchange rate as published every Tuesday in W-1 on the website of the Bank of England, for Wednesday of the following week

<http://213.225.136.206/mfsd/iadb/Rates.asp?TD=15&TM=Dec&TY=2006&into=EUR&POINT.x=10&POINT.y=9>

Every work day the Day Ahead Index is published for the work day D. (Zeebrugge Day-ahead index).

For each day defined as weekend by Heren Energy, the price published in ESGM Weekend index on the day preceeding the weekend is used.

"Weekend": Saturday and Sunday, sometimes complemented with public holidays extending the weekend (such as Bank Holidays and public holidays)

If Christmas and Boxing day (25 and 26 Decemner) en New Yearsday (1 January) fall in the middle of a week this is also considered as weekend.

The reference is increased with 0,17 €/GJ to take into account transportation costs, is the reference that is included in the invoices of Elia for requested bids.

The SA shall send for the procedures Ready-to-run and Nomination for indicative purposes Incremental and Decremental prices based on market-based assessment of the indicated reference

### Fuel A (FA)

The Parties refer to the daily publication of Platts "Platts European Power Daily" with the following reference: FuelOil (NW Europe 1%) – Next Month (section Platts Cross Fuel Comparisons).

The "Platts European Power Daily" is daily published on week days. If a bid is executed on a week day the reference of that day is taken by the Parties.

If there is no publication that day, the Parties shall use the last available publication before the execution of the bids.

The price is given in EUR/MWhelec using a standard efficiency of 32%. The price needs to be augmented with 5 €/ton to include transportation costs.

Also duties of 15 €/ton and a trimesterial value of the APETRA-tax (<http://www.apetra.be/bijdrage/hogte-bijdrage.html>) are added.

The lower bound of the calorific value is 40,06 GJ/ton.

For indicative purposes, the SA shall send (during the "Ready-to-Run", "Intraday Nomination" and "Nomination" procedures) I/D prices based on market-based assessment of the indicated reference

#### Example for a bid that would be executed Monday 10 May (for illustrative purposes)

Date Publication Platts: 10 May

FuelOil (NW Europe) – June 1% = 10,20 c€/kWhelec

$102\text{€}/\text{MWhel} \times 0,32 = 33,55\text{€}/\text{MWhth}$

$33,55\text{€}/\text{MWhth} / 3,6 = 9,32\text{€}/\text{GJth}$

+ Transportation costs =  $(5 \text{ €/ton}) / (40,06 \text{ GJ/ton}) = 0,12 \text{ €/GJ}$

+ Duties =  $(15 \text{ €/ton}) / (40,06 \text{ GJ/ton}) = 0,37 \text{ €/GJ}$

+ APETRA-tax cat III =  $(7,98 \text{ €/ton}) / (40,06 \text{ GJ/ton}) = 0,20 \text{ €/GJ}$

FA =  $10,20 + 0,12 + 0,37 + 0,20 = 10,01 \text{ €/GJ}$

### Gas Oil (GO)

The Parties refer to the daily publication of Platts "Platts European Power Daily" with the following reference: GasOil (NW 0,1% cargoes) = – Spot (section Platts Cross Fuel Comparisons).

The "Platts European Power Daily" is daily published on week days. If a bid is executed on a week day the reference of that day is taken by the Parties.

If there is no publication that day, the Parties shall use the last available publication before the execution of the bids.

The price is given in EUR/MWhelec using a standard efficiency of 32%. The price needs to be augmented with 5 €/ton to include transportation costs.

Duties of 18,59 €/1000l and the trimesterial value APETRA-tax (<http://www.apetra.be/bijdrage/hogte-bijdrage.html>) need to be added.

The lower bound of the calorific value is 42 GJ/ton.

For indicative purposes, the SA shall send (during the "Ready-to-Run", "Intraday Nomination" and "Nomination" procedures) I/D prices based on market-based assessment of the indicated reference

#### Example for a bid that would be executed Monday 10 May (for illustrative purposes)

Date Publication Platts: 10 May

GasOil (NW 0,1% cargoes) = – Spot = 14,15 c€/kWhelec

$141,5\text{€}/\text{MWhel} \times 0,32 = 48,26\text{€}/\text{MWhth}$

$48,26\text{€}/\text{MWhth} / 3,6 = 13,41\text{€}/\text{GJth}$

+ Transportation costs =  $(5 \text{ €/1000l}) / 42 = 0,12 \text{ €/GJ}$

+ Duties =  $(18,59 \text{ €/1000l}) / 42 = 0,44 \text{ €/GJ}$

+ APETRA-tax cat II =  $(8,83 \text{ €/1000l}) / 42 = 0,21 \text{ €/GJ}$

GO =  $13,41 + 0,12 + 0,44 + 0,21 = 14,18 \text{ €/GJ}$

### CO2

The Parties refer to the daily publication of the Carbox on the European Energy Exchange. The price is expressed in €/EUA (equivalent to €/tonCO2)

The following conversion factor are of application :

for each kg of CO2 / GJth

Coal: 93

Fuel A: 69

Natural Ga: 51 0,1836

Gasoil: 72

**W-1**

Every Tuesday at 12h (noon) the settlement price below is used as reference for week W in the procedure Ready-to-Run: 'EEX EU Carbon Futures (Derivatives) Second Period European Carbon Futures', published on the website <http://www.eex.com/en/Market%20Data/Trading%20Data/Emission%20Rights/Emission%20Futures%20%7C%20Derivatives#EUA/>

**D-1**

Every day at 12h (noon) the spot price below is used as reference for day D+1 in the procedure Nomination: 'EEX EU Carbix', published on the website <http://www.eex.com/en/Market%20Data/Trading%20Data/Emission%20Rights/EU%20Emission%20Allowances%20%7C%20Spot/>

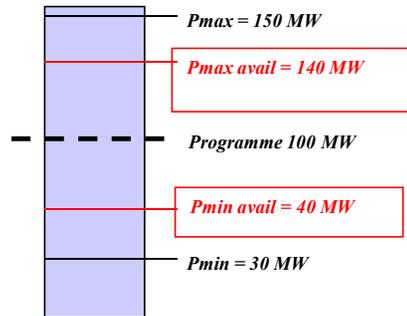
## **Annex 7: Implicit bidding**

The SA does not send daily incremental and decremental bids every day alongside the Daily Schedule and the Bid Prices. This program must be derived from the Daily Schedule and Technical Data.

The maximum size of the I Bids is equal to the difference between Pmax available and the program (modified by ELIA, as the case may be).

The maximum size of the D Bids is equal to the difference between the program (modified by ELIA, as the case may be) and Pmin available.

*Example:*



If the maximum size of the I Bids (D Bids) cannot be reached because the corresponding quantity of power has already been used up by the SA for his own needs, then the SA will let ELIA know about this and keep it informed.

A distinction will be made by ELIA between units with the different flags below:

§ C: Coordinable

§ LC: Limited Coordinable

§ NC: Not Coordinable

as mentioned in Appendix 1A.

ELIA will make priority use of flag C. Units with flag LC will only be used if ELIA cannot find a reasonable alternative.

Units with flag NC will never be used by ELIA except in emergencies (consultation is required).

\*Production estimate in Week W-1

## Annex 8: Incrementals and Decrementals power settlement and correction of the BRP perimeter

The power [MW] used for the correction of the imbalance perimeter and the settlement of an I/D bid during quarter hour Q is equal to the power requested by ELIA during the considered quarter hour. The requested block of energy (grey rectangle in the example) is remunerated and corrected in the perimeter. If the activation starts during a given quarter hour, a pro-rata is applied to the requested volume in order to correct the perimeter.

Consequently:

- all differences between the realized volume and the requested volume are considered as imbalances for the BRP.
- the BRP is remunerated for the requested volume (grey rectangle in the example) x price for the applicable quarter hour (Ramping rates are not taken into account in the settlement of the activated energy)

The applied formula is the following:

$$IDCorrQ = \frac{d}{15} * IDQ$$

Where

- Q is the concerned quarter hour
- IDQ is the power activated by ELIA over quarter hour Q
- IDCorrQ is the power which will be used to correct the perimeter of the BRP over the concerned quarter hour
- d is the duration in minutes of the activation over the considered quarter hour (\*)

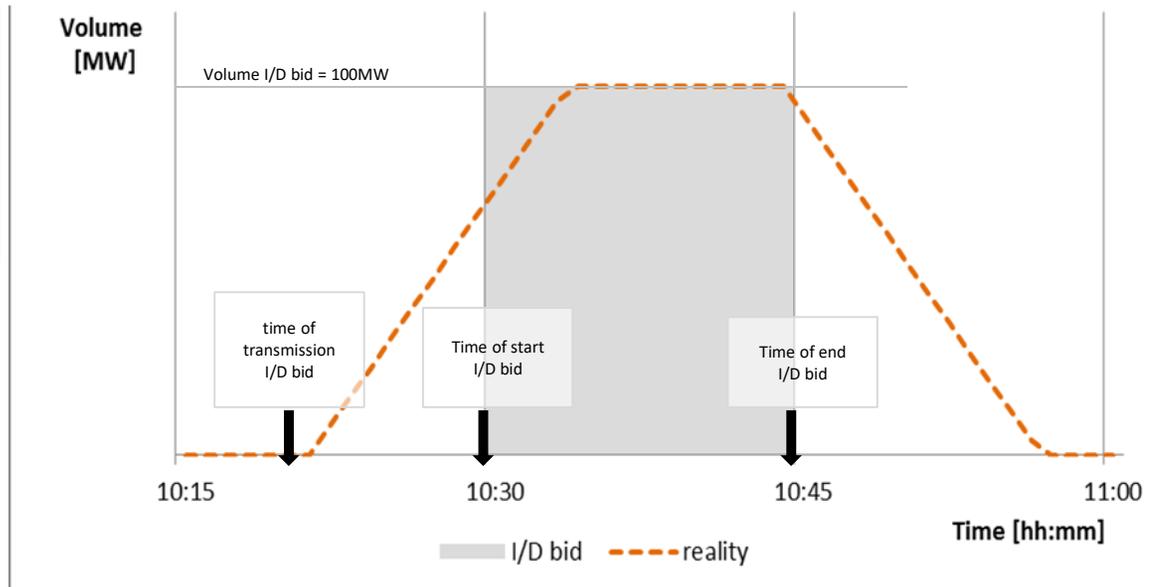
(\*) this can be different from 15 in case of an activation for which the time of start does not coincide with the start of a quarter hour

**Example**

An I of 100 MW is requested at 10h20 and starts at 10h30 and ends at 10h45.

The Power Unit start the activation at 10h22

Ramping Rate of the Production Unit = 8 MW/min.



Time	I bid activated [MW]	Energy corrected in perimeter & Energy	Offered I price [€/MWh]	Remuneration activated energy	Real activated energy in the example	Impact imbalance perimeter
10:15 - 10:30	0	0	50,00	€ -	4,4	4,4MWh positive imbalance
10:30 - 10:45	100	25	60,00	€ 1.500,00	23,65	1,35MWh negative imbalance
10:45 - 11:00	0	0	70,00	€ -	10,42	10,42MWh positive imbalance

## **ANNEX 9 : IT-RULES**

*Introductory remark: this appendix with IT content is a general appendix.*

### **1 Exchange requirements under the OPA & SA contracts**

The offline information exchange is done with the help of the TOPAZ application.  
From Year Y-1 to Day D-1, the BRP sends increasingly comprehensive and detailed information.

Based on the list of Production Units (Annex 1A of the OPA Contract), the BRP sends the following information:

	Sent by the OPA	Sent by the SA
<b>a) In the “Revision” procedure:</b>		
§ the “Prevision” [‘Forecasting’] message, containing:		
- “BRP-status”: the BRP status concerning the availability of the unit	<input checked="" type="checkbox"/>	
<b>b) In the “Stand-By” procedure:</b>		
§ the “Prevision” [‘Forecasting’] message, containing:		
- “BRP-status”: the BRP status concerning the availability of the unit	<input checked="" type="checkbox"/>	
- “Power”: the production levels of the unit		<input checked="" type="checkbox"/>
§ the “Technical Data” message, containing:		
- “Zone”: the Electrical Zone of the Elia Grid to which the unit belongs	<input checked="" type="checkbox"/>	
- “Unit Type”: the type of production unit	<input checked="" type="checkbox"/>	
- “Fuel Type”: the type of fuel that the production unit uses under normal operation	<input checked="" type="checkbox"/>	
- “Ramping Rate”: the power-development speed of the unit, expressed in MW/min	<input checked="" type="checkbox"/>	
- “Pmin Available”	<input checked="" type="checkbox"/>	
- “Pmax Available”	<input checked="" type="checkbox"/>	
<b>c) In the “Ready-to-Run” procedure:</b>		
§ the “Prevision” [‘Forecasting’] message, containing:		
- “BRP-status”: the BRP status concerning the availability of the unit	<input checked="" type="checkbox"/>	
- “Power”: the production levels of the unit		<input checked="" type="checkbox"/>
§ the “Technical Data” message, containing:		
- “Zone”: the Electrical Zone of the Elia Grid to which the unit belongs	<input checked="" type="checkbox"/>	
- “Unit Type”: the type of production unit	<input checked="" type="checkbox"/>	
- “Fuel Type”: the type of fuel that the production unit uses under normal operation	<input checked="" type="checkbox"/>	
- “Ramping Rate”: the power-development speed of the unit, expressed in MW/min	<input checked="" type="checkbox"/>	
- “Pmin Available”	<input checked="" type="checkbox"/>	
- “Pmax Available”	<input checked="" type="checkbox"/>	
- “Start Fuel”: the type of fuel that the production unit uses at start-up	<input checked="" type="checkbox"/>	
- “S”: the average output of the unit, expressed in GJ/MWh	<input checked="" type="checkbox"/>	

§	the “Prices” message, containing:	
-	“Start Price W-1”: the start prices of the units for a particular fuel	<input checked="" type="checkbox"/>
-	“I Bid W-1”: the up-adjustment prices offered for 1 MW of power	<input checked="" type="checkbox"/>
-	“D Bid W-1”: the down-adjustment prices offered for 1 MW of power	<input checked="" type="checkbox"/>
<b>d)</b>	<b>In the “Nomination” procedure:</b>	
§	the “Prevision” [‘Forecasting’] message, containing:	
-	“BRP-status”: the BRP status concerning the availability of the unit	<input checked="" type="checkbox"/>
-	“Power”: the production levels of the unit	<input checked="" type="checkbox"/>
§	the “Technical Data” message, containing:	<input checked="" type="checkbox"/>
-	“Zone”: the Electrical Zone of the Elia Grid to which the unit belongs	<input checked="" type="checkbox"/>
-	“Unit Type”: the type of production unit	<input checked="" type="checkbox"/>
-	“Fuel Type”: the type of fuel that the production unit uses under normal operation	<input checked="" type="checkbox"/>
-	“Ramping Rate”: the power-development speed of the unit, expressed in MW/min	<input checked="" type="checkbox"/>
-	“Emergency Ramping Rate”: the power-development speed of the unit in case of emergency, expressed in MW/min	<input checked="" type="checkbox"/>
-	“PMinQh”: Pmin available per Qh	<input checked="" type="checkbox"/>
-	“PMaxQh”: Pmax available per Qh	<input checked="" type="checkbox"/>
-	“Start Fuel”: the type of fuel that the production unit uses at start-up	<input checked="" type="checkbox"/>
-	“S”: the average output of the unit, expressed in GJ/MWh	<input checked="" type="checkbox"/>
§	the “Prices” message, containing:	
-	“Start Price D-1 & D”: the start prices of the units for a particular fuel	<input checked="" type="checkbox"/>
-	“I Bid D-1”: the up-adjustment prices offered for 1 MW of power in D-1	<input checked="" type="checkbox"/>
-	“D Bid D-1”: the down-adjustment prices offered for 1 MW of power in D-1	<input checked="" type="checkbox"/>
-	“I Bid D”: the up-adjustment prices offered for 1 MW of power in D-1	<input checked="" type="checkbox"/>
-	“D Bid D”: the down-adjustment prices offered for 1 MW of power in D-1	<input checked="" type="checkbox"/>
<b>e)</b>	<b>In the “Intraday Nomination” procedure:</b>	
§	the “Prevision” [‘Forecasting’] message, containing per configuration:	
-	“BRP-status”: the BRP status concerning the availability of the unit	<input checked="" type="checkbox"/>
-	“Power”: the production levels of the unit	<input checked="" type="checkbox"/>
§	the “Technical Data” message, containing:	
-	“Zone”: the Electrical Zone of the Elia Grid to which the unit belongs	<input checked="" type="checkbox"/>
-	“Unit Type”: the type of production unit	<input checked="" type="checkbox"/>
-	“Configuration”: in the case of multi-axial units the BRP will indicate how the unit is operated	<input checked="" type="checkbox"/>
-	“Fuel Type”: the type of fuel that the production unit uses under normal operation	<input checked="" type="checkbox"/>
-	“Ramping Rate”: the power-development speed of the unit, expressed in MW/min	<input checked="" type="checkbox"/>
-	“Emergency Ramping Rate”: the power-development speed of the unit in case of emergency, expressed in MW/min	<input checked="" type="checkbox"/>
-	“Pmin Available”	<input checked="" type="checkbox"/>
-	“PMinQh”: Pmin available per Qh	<input checked="" type="checkbox"/>
-	“Pmax Available”	<input checked="" type="checkbox"/>
-	“PMaxQh”: Pmax available per Qh	<input checked="" type="checkbox"/>
-	“Start Fuel”: the type of fuel that the production unit uses at start-up	<input checked="" type="checkbox"/>

-	“S”: the average output of the unit, expressed in GJ/MWh	<input checked="" type="checkbox"/>
§	the “Prices” message, containing:	
-	“Start Price D”: the start prices of the units for a particular fuel	<input checked="" type="checkbox"/>
-	“I Bid D”: the up-adjustment prices offered for 1 MW of power in D	<input checked="" type="checkbox"/>
-	“D Bid D”: the down-adjustment prices offered for 1 MW of power in D	<input checked="" type="checkbox"/>

Each BRP will from time to time exchange additional information about certain Technical Units via e-mail or by phone in case of specific or special decisions by ELIA; the BRP (in the case of a mistake) will correct the proposed data and return the corrections with the aid of the “Prevision” messages in the procedures within the periods of time set for sending them.

In the real-time communication phase, the Parties exchange information with the help of the ProBid application.

This process takes place on the basis of information resulting from the “Nomination” procedure in TOPAZ and, as the case may be, the “Intraday Nomination” procedure, as well as on the basis of intraday messages that the BRP exchanges with ELIA.

Based on the list of Production Units (Annex 1B), the CIPU contract stipulates, in relation to congestion management, that:

1. the BRP exchanges the message “SP Request” if there is a change of power in one of his production units;
2. ELIA answers the “SP Request” message BRP positively or negatively within five minutes of receiving it;
3. the BRP answers ELIA’s negative replies by sending a confirmation message;
4. in the case of congestion, ELIA proactively communicates every instruction it wants through the dispatcher;
5. the BRP answers ELIA’s “Congestion” instructions by sending a confirmation message.

The “Balancing Follow -up” in the ProBid application stipulates that:

1. in the case of managing the balance of the zone, ELIA proactively communicates every instruction it wants through the dispatcher;
2. the BRP will answer those questions from ELIA.

The BRP must also inform ELIA on day D by phone of the following:

- § any case of starting up and shutting down a production unit, in advance;
- § any technical obligation that might affect the Pmin and Pmax available of the production units;
- § any disturbance in a production unit, together with the back-up plan or the options for start-ups needed to rectify the loss of power;
- § any time a production unit becomes available again after a breakdown or revision [servicing], etc.

## **2 IT standards and SOLUTIONS for the CIPU contract**

For the TOPAZ application, the current operating solution provides for:

- § Standard solution: exchange of Excel files via e-mail;

The specifications were described at coordination meetings as well as in the Word document entitled “TOPAZ\_Explication des canevas Excel.doc” sent by ELIA;

- § Back-up solution: sending e-mail via re-routed mailboxes, fax.

In relation to a schedule that ELIA and the BRP concerned will approve subject to mutual consultation, the intention is to change over to the following solution:

- § Standard solution: exchange of XML messages on http(s).

The technical specifications will be announced as soon as they are available.

- § Back-up solution: exchange of Excel files via e-mail, sending e-mail via re-routed mailboxes, fax.

For the ProBid application, all exchanges relating to managing congestion and the Balancing Follow-up will be covered by the following application:

- § Standard solution:

Exchange of XML messages via http(s) on dedicated lines + phone connections.

To facilitate implementation of the exchanges, ELIA offers the BRP two model solutions with regard to XML integration:

**1. “Personal ProBid” interactive solution:**

This solution implies that ELIA installs a B2B application at the premises of the BRP that makes it possible to carry out business tasks and exchange appropriate XML messages with ELIA.

To install this application, the BRP must make a PC available that contains at least the technical configuration described by ELIA.

This ‘Open-Source’ application may be a temporary solution that enables the BRP to carry out his work obligations quickly and whereby he at the same time is given the time to analyse the XML ‘B2B’ solution and gradually include it in his own environment.

In relation to this solution, ELIA under no circumstances guarantees the availability of the server on which, or the environment in which, the application operates.

Nor does ELIA undertake to carry out any maintenance, except for any business updates to the application.

**2. A ‘B2B’ solution that the BRP can immediately integrate into his own environment.**

This solution requires the BRP to integrate the appropriate processing of the XML messages into his environment.

The technical specifications of the messages and the business requirements concerning congestion management were communicated via the document “ProbidB2B.pdf”.

All the official documents with explanations about the requirements for exchange of correspondence with regard to the ProBid process are accessible via the website made available to the BRP (site only accessible via the official user names and passwords issued by ELIA).

Website for ProBid: <http://edi.elia.be/probidwebpublic/>

Back-up solution: Elcom or Tase2 connection between Scada (if possible) + dedicated phone lines (direct).

With regard to support for correspondence exchanges it is necessary, depending on the critical nature of the exchanges, to use dedicated lines in order to ensure that they take place in real time. With regard to reliability, the lines must be fully redundant between ELIA and the BRP

(two separate physical input/output points at ELIA’s end, two separate physical exchange points and two separate physical input/output points at the BRP’s end).

In general, ELIA has defined the technical responsibilities for each solution and the media described hereafter:

**1. http(s):**

**Medium:**

The dedicated physical media must be redundant between two separate physical points, at both ELIA’s end and the BRP’s end.

**Responsibilities:**

ELIA: ELIA is responsible for the quality and reliability of its system and for the availability of the physical medium and of the information up to the output servers in Linkebeek and Keizer (or Schaerbeek).

The BRP: the BRP is responsible for the installation and efficient functioning of the physical media between the two physical input/output points of his own network and the input and output points in Linkebeek and Keizer (or Schaerbeek).

**2. E-mail:**

**Medium:**

The physical media must be redundant between two separate physical points, at both ELIA’s end and the BRP’s end, either via the general Internet system or via RAS.

**Responsibilities:**

ELIA: ELIA is responsible for the quality and reliability of its system and for the availability of the physical medium and of the information up to the output servers in Linkebeek or Keizer.

The BRP: the BRP is responsible for the installation and efficient functioning of the physical media between the two physical input points of his own network and the output points in Linkebeek and Keizer.

**3. Phone**

**Medium:**

Classical phone line and dedicated line in case of need in real time.

**Responsibilities:**

ELIA: ELIA is responsible for the quality and reliability of its system and for the availability of the physical medium and of the information up to the output servers in Linkebeek or Keizer.

The BRP: The BRP is responsible for the installation and efficient functioning of the physical media between the two physical input points on his own network and the output points in Linkebeek and Keizer.

### **3 Responsibilities concerning exchanges and transactions with regard to the CIPU contract**

The expected transaction responsibilities in case of problems with the standard solution are as follows:

#### **For TOPAZ:**

- § The BRP and ELIA: Notify and inform their respective contact partners about the problem.
- § ELIA: establish which back-up solution is applicable.
- § The BRP and ELIA: make every effort to install the back-up solution as quickly and efficiently as possible.

#### **For ProBid:**

- § The BRP and ELIA: notify their respective contact partners by phone to report the existence of a problem.
- § The BRP and ELIA: make every effort to install the back-up solution as quickly and efficiently as possible.
- § To ensure the installation of the entire process, including the management of congestion and of Balancing Follow-up, each BRP involved in the contract also undertakes to closely cooperate with ELIA for the purpose of adapting to the specifications described in relation to the ProBid and TOPAZ applications and abiding by those specifications.

## **Annex 10 : Appropriation Structure**

<b>Service auxiliaire</b>	<b>Imputation</b>	<b>Rémunération</b>
CIPU Planning - Reservation	900034	CIPU-Reservation-Congestion
CIPU Planning - Start	900046	CIPU - Planning - Start
CIPU Planning - Activation	900042	CIPU-Planning-Incremental-Congestion
	900043	CIPU-Planning-Decremental-Congestion
CIPU Exploitation - Start	900052	CIPU Exploitation - Start
CIPU Exploitation - Activation	900048	CIPU-Exploit-Increm-Equilibre-prix pos
	900049	CIPU-Exploit-Decrem-Equilibre-prix pos
	907174	CIPU-Exploit-Increm-Equilibre-prix neg
	907175	CIPU-Exploit-Decrem-Equilibre-prix neg
CIPU Exploitation - Congestion	904700	CIPU-Expl-Congest-Increm-prix pos
	904701	CIPU-Expl-Congest-Decrem-prix pos
	907176	CIPU-Expl-Congest-Increm-prix neg
	907177	CIPU-Expl-Congest-Decrem-prix neg
CIPU - pénalités	907193	CIPU-Forced Outage-Récup

## **Annex 11 : Slow-starting Production Plants**

PP-Name	EAN-code PROBID	Start time (min)