

Subject: FEBEG comments on ELIA's public consultation on the CRM Capacity Contract  
Date: 8 April 2022

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FEBEG thanks ELIA for having the opportunity to react ELIA's public consultation on the CRM Capacity Contract<sup>1</sup>.  
The inputs and suggestions of FEBEG are not confidential.

## General remark

FEBEG refers to its past comments on the CRM contract for the elements & comments which have not been considered by ELIA.

## Specific comments

### Article 6. Invoicing and payment

Section 6.2.2. Typo: the FR version refers to "[...] au plus tard **twoe** (2) Jours Ouvrables [...]"

Section 6.2.3. Typo: the FR version in track change: "**FOURNISSUER**"

### Article 7. Liability

Section 7.2.4. It is unclear what the motivation for the change is nor what the added nuance it provides. Therefore, FEBEG does not see the need to adapt this article.

Section 7.3.1. It is unclear what the motivation for the change is nor what the added nuance it provides. Therefore, FEBEG does not see the need to adapt this article.

Section 7.5.3. Typo. Reference in NL version is incorrect and should be 7.2.3 (as correctly put in the FR version)

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<sup>1</sup> [https://www.elia.be/en/public-consultation/20220311\\_formal-public-consultation-on-the-crm-capacity-contract](https://www.elia.be/en/public-consultation/20220311_formal-public-consultation-on-the-crm-capacity-contract)

### Article 11. Revision & amendment of the contract

FEBEG considers that the changes in relation to the functioning rules and the CRM contract cannot be applied to existing commitments (cf. previous auctions and related contracts) to the extent the changes impact the contractual balance (and hence cause additional costs/risks/obligations for the Capacity Provider), unless there is a mutual agreement by the parties in this respect.

FEBEG however acknowledge that certain operational modifications can be in the benefit of both parties, however guiding principles on the retroactive application should be agreed between the stakeholders involved in advance.

### Article 12. Early suspension and termination

Section 12.4. In case no agreement is found within 30 days for revision of the Contract, the latter can be terminated. The consequence of such termination is lacking. We assume that in case of termination a compensation to the Capacity Provider for the invested capacity shall be paid. The modalities hereof are lacking.