



## Contract for Outage Planning Agent

### OPA Contract

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## Contract Reference [ContractReference]

**between**

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

hereinafter referred to as the "Service Provider" or as the "OPA",

**and**

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

hereinafter referred to as "ELIA" or "Elia",

ELIA and the **Service Provider** may also hereinafter be referred to individually as "the Party" and collectively as "the Parties".



**Whereas:**

- ELIA is responsible for the operation of the Belgian transmission system over which it has an ownership right or, at least, a right of use;
- 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 organization 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 following points have been agreed:**



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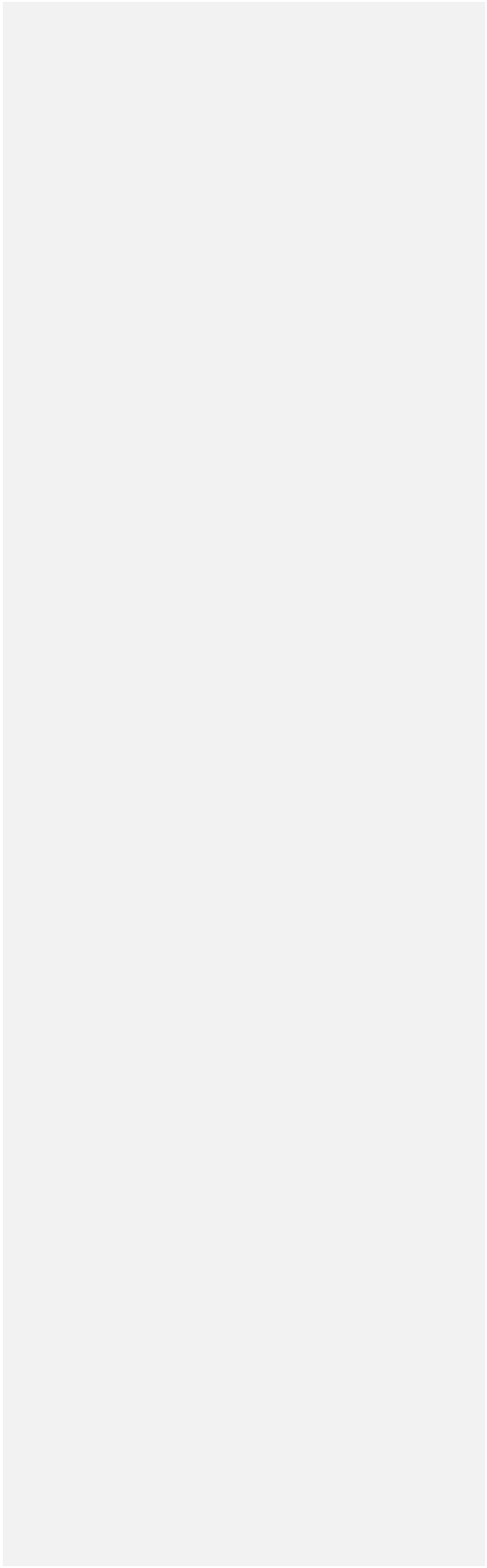
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## PART I - GENERAL CONDITONSCONDITIONS

### ART. I.1 DEFINITIONS

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

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

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

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Part I -General Conditions

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

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Part I -General Conditions

**ART. I.2 SCOPE OF SERVICES AND CONTRACTUAL STRUCTURE**

I.2.1 Scope of Services

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

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

I.2.2 Structure of the Contract

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

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

**ART. I.3 ADDITIONAL RULES OF INTERPRETATION**

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

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

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

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

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

I.4.1 Entry into force of this Contract

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

Once this Contract has entered into force between the Parties, the Parties shall be bound by the General Conditions as detailed under Part I and the Specific Conditions as detailed under Part II of this Contract,

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Part I -General Conditions

supplemented by any annexes. This is without prejudice to the fact that Part II might foresee a later start date for the provision of certain Services.

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

I.4.2 Duration of the Contract

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

**ART. I.5 INVOICING AND PAYMENT**

I.5.1 Invoicing matters – General instructions

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

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

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

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Part I -General Conditions

1.5.2 Payment matters

Payments will be made within 30 calendar days following the end of the month in which the invoice is received (this is the due date of the invoice). The invoiced Party shall pay the invoicing Party by direct transfer to the stated bank account. Within the scope of this Article, an invoice will be considered received on the third Working Day following the date when the invoice was sent (postmark will serve as proof in case of a paper invoice sent by post – in case of an electronic invoice the date the invoice was submitted in the electronic system or sent by email will apply).

Any objection regarding the amount of an invoice must, in order to be admissible, be sent by registered letter to the invoicing Party before the due date of the disputed invoice as set above. The reasons for the objection shall be described as comprehensibly and in as much detail as is reasonably possible. If the value of the invoice is disputed, the undisputed part of the invoice shall still be paid. The Parties will discuss in good faith in order to reach an agreement on the disputed amount of the invoice within thirty (30) Working Days of the receipt of the registered letter, failure of which Art. 1.13 will apply.

The amount subject of an objection shall be paid within 30 calendar days following the end of the month in which 1) the agreement is reached in respect of the dispute or 2) the decision has been adopted by which the dispute is definitively settled between the Parties according to Art.1.13. The Parties undertake not to invoke the exception of non-performance (“exceptio non adimpleti contractus”) in order to suspend the performance of their respective obligations during the dispute.

1.5.3 Interest for delayed payment

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

**ART. I.6 LIABILITY**

1.6.1 General principles

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

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

1.6.2 Direct Damages

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

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Part I -General Conditions

I.6.3 Process

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

I.6.4 Caps

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

**ART. I.7 EMERGENCY AND FORCE MAJEURE**

I.7.1 Emergency Situation

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

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

When the system is in alert, emergency, black-out or restoration state (as defined in the applicable legislation and regulations<sup>1</sup>), ELIA is entitled and/or obliged to take all the measures provided for in the applicable legislation and regulations, including under certain circumstances the suspension of market activities as provided for in the applicable legislation and regulations. In case of contradictions with the provisions of this Contract, such measures as foreseen in the applicable legislation and regulations shall prevail on the rights and obligations of this Contract.

I.7.3 Force Majeure

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

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

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Part I -General Conditions

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

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

The following situations, among others, will be considered as force majeure, but only if they comply with the conditions for force majeure as provided for in the second paragraph of Art. 1.7.3:

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

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

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

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Part I -General Conditions

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

**ART. I.8 CONFIDENTIALITY**

**I.8.1 No divulgation of confidential information**

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

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

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

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Part I -General Conditions

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

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

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

1.8.2 Infringements to confidentiality obligations

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

1.8.3 Ownership

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

1.8.4 Duration

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

1.8.5 Phone recordings

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

**ART. 1.9 OBLIGATION OF INFORMATION**

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

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Part I -General Conditions

**ART. I.10 REVIEW**

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

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

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

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

I.10.2 Amendments to party-specific Annexes

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

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

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

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

**ART. I.12 MISCELLANEOUS CLAUSES**

I.12.1 Waiver

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

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OPA-Contract 17/77 {ContractReference}  
2024-12-20 V1/2024 {ServiceProvider}

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Part I -General Conditions

I.12.2 Entire agreement

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

I.12.3 Notices

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

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

I.12.4 Transfer of rights

The rights and obligations specified in the Contract may under no circumstances be transferred, either wholly or in part, without the prior written permission of the other Party (except for transfers to undertakings affiliated to ELIA in the sense of Art. 1:20 of the Belgian Code of Companies and Associations for which no such permission shall be required). That permission shall not be refused or postponed unreasonably.

I.12.5 Severability

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

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

**ART. I.13 APPLICABLE LAW – RULES REGARDING DISPUTES**

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

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

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

In view of the complex relationships, the Parties hereby agree, in order to facilitate the application of the rules regarding coherence or intervention, either – in the case of related disputes – to renounce any arbitration proceedings for the purpose of intervening in another judicial procedure, or – conversely – to

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Part I -General Conditions

renounce a judicial procedure for the purpose of taking part in multi-party arbitration. In the case of dissension, preference will be given to the procedure introduced first.

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Part

Part II -Specific Conditions

## PART II - SPECIFIC CONDITIONS

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2024-12-20

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Part  
**TITLE 1: DEFINITIONS**

Part II -Specific Conditions

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**ART. II.1 DEFINITIONS**

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

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

1.	Access Contract	As defined in article 2 §1 45° of the Code of Conduct;
2.	Access Point(s)	As defined in article 2 §1 46° of the Code of Conduct for an access to the transmission grid of ELIA. For an access to the ELIA Grid other than transmission grid, or to a Public Distribution Grid, or to a CDS: a point, defined by physical location and voltage level, at which access to the ELIA Grid other than transmission grid, or to a Public Distribution Grid, or to a CDS is granted, with a goal to inject or take off power, from an electricity generation unit, a consumption facility, a non-synchronous storage facility, connected to this grid;
3.	Available or "A"	As defined in article 92 (1.a) of the SOGL, whereas service means inject (or take off) power;
4.	Availability Plan	As defined in article 3(70) of the SOGL;
5.	Availability Status	As defined in article 3(71) of the SOGL;
6.	Balance Responsible Party or "BRP"	As defined in article 2(7) of the EBGL and listed in the register of Balance Responsible Parties;
7.	Balancing Services	As defined in article 2(3) of the EBGL;
8.	Balancing Service Provider or "BSP"	As defined in article 2(6) of the EBGL;
9.	BRP Contract	The contract concluded between ELIA and the BRP pursuant to article 119 of the Code of Conduct;
10.	Closed Distribution System or "CDS"	As defined in article 2 §1 5° of the Code of Conduct. For the purpose of these Specific Conditions, CDS refers to CDS connected to the ELIA Grid;

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Part II -Specific Conditions

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11.	CDS Operator or "CDSO"	As defined in article 2 §1 11° of the Code of Conduct;
12.	Central European Timezone/Central European Summer Time or "CET/CEST"	Time zone which is 1 hour ahead of coordinated universal time outside periods of daylight saving time (CET) and 2 hours ahead of from Coordinated Universal Time during periods of daylight saving time (CEST);
13.	Code of Conduct	The code of conduct, approved by CREG by decision (B) 2409 of October 20, 2022, and as amended from time to time, establishing conditions for connection and access to the transmission grid and methods for calculating or setting conditions for the provision of ancillary services and access to cross-border infrastructure, including the procedures for capacity allocation and congestion management;
14.	Connection Contract	As defined in article 2 §1 22° of the Code of Conduct;
15.	Coordinability Level	As defined in the SA Contract;
16.	Daily Schedule	As defined in the SA Contract;
17.	Day	Period of one Day starting at 00:00 CET morning until 24:00 CET;
18.	Delivery Point or "DP"	A point on an electricity grid or within the electrical facilities of a Grid User where a service is delivered. This point is associated with one or several metering(s) and/or measures, according to dispositions of the contract related to this service, that enable(s) ELIA to control and assess the delivery of the concerned service;
19.	DP_Pmaxinj	The maximum power, represented as a positive value (in MW), that can be injected into the ELIA Grid by the Delivery Point;
20.	DP_Pmininj	The minimum regulating power, represented as a positive value (in MW), that can be injected into the ELIA Grid by the Delivery Point;
21.	DP_Pmaxoff	The maximum power, represented as a positive value (in MW), that can be taken off the ELIA Grid by the Delivery Point;
22.	DP_Pminoff	The minimum regulating power, represented as a positive value (in MW), that can be taken off the ELIA Grid by the Delivery Point;
23.	Electrical Zone	As defined in the Rules for Coordination and Congestion Management;
24.	ELIA Grid	The electricity grid to which ELIA holds the property right or at least the right of using and operating it, and for which ELIA has been appointed as system operator;

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25.	Forced Outage or "FO"	As defined in article 3(77) of the SOGL, <u>where an unplanned removal from service means that the injected and/or offtaken active power (as measured at Delivery Point level) is equal or lower than the P<sub>max</sub> Available provided by the OPA when submitting the FO status;</u>
26.	Grid User	As defined in article 2 §1 16° of the Code of Conduct for a Grid User connected to the ELIA Grid or to Public Distribution Grid; or as defined in article 2 §1 12° of the Code of Conduct for a Grid User connected to a CDS;
27.	Grid User Declaration	The official declaration of the Grid User, provided to ELIA, containing proof of the agreement between the OPA and the Grid User to designate the OPA for one (or more) specific Delivery Point(s);
28.	Injection	The Injection of active power (in MW) as measured at the Delivery Point. The term Injection is used to designate a certain sense of energy flow: from the Delivery Point towards the Elia Grid;
29.	Maximum Available Power or "P <sub>max</sub> Available"	The maximum power (in MW), as defined in the Availability Plan that the Delivery Point can inject into (or take off) the ELIA Grid for a certain quarter-hour, taking into account all planned restrictions in power known at the time of notification to ELIA, without taking into account any participation of the Delivery Point in the provision of Balancing Services.  In case a Delivery Point belongs to a Technical Facility with a limited energy reservoir that can both inject and take off power, the direction with the lowest value is the P <sub>max</sub> Available;
30.	Metering Device	As defined in article 2 §1 59° of the Code of Conduct;
31.	Month	Period starting at 00h00 CET/CEST the 1 <sup>st</sup> Day of a month until 24h00 CET/CEST the last Day of the same month;
32.	Offtake	The Offtake of active power (in MW) as measured at the Delivery Point. The term Offtake is used to designate a certain sense of energy flow: from the Elia Grid towards the Delivery Point;
33.	OPA Contract	Contract for the Outage Planning Agent, pursuant to article 126 of the Code of Conduct;
34.	Operating Mode	Any subset of Technical Units, being part of the same Technical Facility, that can generate or consume electricity on its own;
35.	OPA/BRP Opt Out Arrangement	The proof that the OPA, designated for a certain Delivery Point, and the BRP, responsible for the Access Point related to this Delivery Point, jointly acknowledge the OPA is taking over the responsibility for outage planning, as foreseen in the OPA Contract;

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36.	Outage Planning Agent or "OPA"	As defined in article 3(87) of the SOGL, and identified on the first page of the OPA Contract;
37.	Pool	The complete list of Delivery Points included by the OPA into the OPA Contract;
38.	Power Park Module or "PPM"	For the purpose of the OPA Contract, a PPM, as defined in article 2(17) of the RfG, is limited to one type of primary energy source;
39.	Public Distribution Grid	As defined in article 2 §1 10° of the Code of Conduct;
40.	Redispatching Energy Bid or "RD Energy Bid"	As defined in the SA Contract;
41.	Redispatching Gate Closure Time or "RD GCT"	The point in time after which submission or update of Availability Statuses in the Availability Plan are no longer permitted, except for the submission of a FO. The RD GCT is 45 minutes before the beginning of the concerned quarter-hour;
42.	RfG	The Commission Regulation (EU) 2016/631 of 14 April 2016 establishing a network code on requirements for grid connection of generators;
43.	Rules for Coordination and Congestion Management	A document, approved by the CREG, describing the operating rules, followed by ELIA, to ensure security and reliability of the ELIA Grid and to manage congestion, pursuant to article 59 (10) of the Electricity Directive, and article 122 of the Code of Conduct;
44.	SA Contract	Contract for the Scheduling Agent, pursuant to article 131 of the Code of Conduct;
45.	Synchronous Power Generating Module or "sPGM"	As defined in article 2(9) of the RfG;
46.	System Security	As defined in the Rules for Coordination and Congestion Management;
47.	Technical Facility	Complete set of Technical Unit(s) which are operationally linked and which, combined together in one or several Operating Modes, can inject (or take off) electricity;
48.	Technical Unit	Device or aggregation of devices connected directly or indirectly to the synchronous electrical network that produces and/or consumes electricity;

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49.	Testing or "T"	As defined in article 92 (1.c) of the SOGL, whereas service means Injection (or offtake) of power;
50.	Unavailable or "U"	As defined in article 92 (1.b) of the SOGL, whereas service means Injection (or offtake) of power;
51.	Week	Period starting at 00h00 CET/CEST the Monday of a week until 24h00 CET/CEST of Sunday of the same week;
52.	Year	Period starting at 00h00 CET/CEST the 1 <sup>st</sup> of January of a year until 24h00 CET/CEST of the 31 <sup>st</sup> of December of the same year.

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Part

Part II -Specific Conditions

## TITLE 2: CONDITIONS FOR PARTICIPATION

### ART. II.2 CONDITIONS FOR THE OPA

II.2.1 ~~The~~By default, the BRP responsible for Injection at any Access Point, including Technical Facility(ies) that satisfies(y) the conditions of Art. ~~II.3.1 or II.3.2~~II.3.1 or II.3.2 takes the responsibility for outage planning, as foreseen in the OPA Contract, in accordance with article 243 of the Code of Conduct.

~~II.2.2~~ The OPA complies with conditions set forth in the open qualification procedure as explained in Annex 2.A.

~~II.2.3~~II.2.2 A third party can take the responsibility for outage planning, as foreseen in the OPA Contract instead of the BRP, as described in Art. ~~II.2.4~~II.2.1. This third party is either:

- ~~•~~ The Grid User related to the Access Point. In which case the Grid User sends the Elia contract responsible, listed in ~~Annex 7~~Annex 7, a copy of the OPA/BRP Opt-Out Arrangement according to the template in ~~Annex 2, or~~Annex 2, or;
- ~~•~~ A third party, designated by the Grid User related to the Access Point. In which case the Grid User and the OPA send the Elia contract responsible, listed in ~~Annex 7~~Annex 7, a copy of, respectively, the Grid User Declaration and OPA/BRP Opt-Out Arrangement according to the templates in Annex 2.

~~II.2.3~~ The OPA complies with conditions set forth in the open qualification procedure as explained in Annex 2.A.

II.2.4 ELIA is entitled to evaluate, at any time during the validity period of the OPA Contract, whether the OPA complies with the conditions mentioned in Art.~~II.2.1, II.2.2 and II.2.3~~II.2.1, I.1.1 and I.1.1. This does not mean that ELIA is entitled, in the framework of the OPA Contract, to physically access OPA assets without prior permission.

II.2.5 If the OPA no longer complies with conditions in Art. ~~II.2.2 and II.2.3~~I.1.1 and I.1.1, ELIA will notify the OPA by registered letter. If the OPA remains uncompliant to these conditions 15 Working Days after reception of notification, the OPA Contract will be terminated in accordance with ~~Art. I.14~~Art. I.11 of the General Conditions.

II.2.6 The Parties shall ensure that the proper performance of the OPA Contract is always based on the existence and proper performance of the requisite contractual agreements with third parties involved.

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Part II -Specific Conditions

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ART. II.3 CONDITIONS FOR DELIVERY POINTS

II.3.1 In accordance with articles 123 §2, 125 and 243 of the Code of Conduct and article 46 of the SOGL, any Technical Facility, complying with the following conditions:

- The Technical Facility is linked to an Access Point connected to the ELIA Grid or to a CDS;
- The maximum power of the Technical Facility, as mentioned in the Connection Contract, is equal or higher than 25 MW.

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Is subject to a mandatory participation to outage planning, as foreseen in the OPA Contract.

II.3.2 In accordance with article 123 §2 and 243 of the Code of Conduct and article 46 of the SOGL, any Technical Facility, complying with the following conditions:

- The Technical Facility is linked to an Access Point connected to the ELIA Grid, to a CDS, or to a Public Distribution Grid;
- The maximum power of the Technical Facility, as mentioned in the Connection Contract, is equal or higher than 1 MW and lower than 25 MW.

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is subject to a voluntary participation to outage planning, as foreseen in the OPA Contract. A voluntary participation can be ended, pursuant to Art. II.3.7.

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Part II -Specific Conditions

II.3.3 A Delivery Point<sup>2</sup> may be any Technical Unit or group of Technical Units identified by a Metering Device.

The rules for Technical Facilities connected to the ELIA Grid or to a CDS apply as follows:

Technical Facility Category	Rules for determination of Delivery Point
<b>sPGM</b>	<p>A Delivery Point is defined for each Technical Unit of the sPGM.</p> <p>The Delivery Point can only be the sPGM itself if the conditions listed below are simultaneously fulfilled:</p> <ol style="list-style-type: none"> <li>All Technical Units of the sPGM can only be operated simultaneously;</li> <li>All Technical Units of the sPGM are linked to the same Access Point.</li> </ol>
<b>PPM</b>	<p>A Delivery Point is defined per PPM.</p> <p>Multiple Delivery Points per PPM can only be defined if the conditions listed below are simultaneously fulfilled:</p> <ol style="list-style-type: none"> <li>Multiple BRP's are appointed behind the Access Point of the concerned PPM;</li> <li>The ELIA contractual responsible, listed in Annex 7, and the OPA mutually agree to use the same structure for the definition of the Delivery Points in the OPA Contract, meaning that the Delivery points in the BRP Contract are identical to the Delivery Points in the OPA Contract.</li> </ol>

II.3.4 All Delivery Points, as mentioned in Art. II.3.3 are related to Access Point(s) included in valid Access Contract(s) and in a valid BRP Contract.

II.3.5 The OPA and ELIA agree on the list of Delivery Points, in accordance with template provided in Annex 1. The OPA declares that all listed Delivery Points are compliant with all applicable conditions, as per Art. II.3.

II.3.6 The list of Delivery Points, based on template in Annex 1, should at all times be complete and kept up to date by the OPA.

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<sup>2</sup> A Delivery Point defined in OPA Contract is also the Delivery Point for the SA Contract.

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Part II -Specific Conditions

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II.3.7 The agreed list of Delivery Points may be modified by submitting an updated list, based on the templates in Annex 1, to the ELIA contractual responsible listed in Annex 7 under the following conditions:

- At the moment of the notification by the OPA, the Delivery Point(s) to be added must be in respect of all applicable conditions, pursuant to Art. II.3;
- Following the request by the OPA of an update of Annex 1, ELIA disposes of 10 Working Days to approve the modifications and notify the approval (or reasons of rejection) by e-mail to the OPA contractual responsible, listed in Annex 7;
- The date of entry into force of each modification is subject to prior mutual agreement between the parties;
- The OPA is responsible to take, in due time, all actions necessary for technical integration, and ensures that the Delivery Point is operational at the agreed moment.

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II.3.8 For each Delivery Point, the following values in Annex 1, relevant for participation to the outage planning, are determined as follows:

- The Electrical Zone which is determined by ELIA, in accordance with the Rules for Coordination and Congestion Management.
- The DP\_Pmaxinj is equal to the sum of maximum Injection power of all Technical Units, related to the Delivery Point;
- The DP\_Pmininj is equal to the lowest minimum Injection power of the Technical Units, related to the Delivery Point;
- The DP\_Pmaxoff is equal to the sum of maximum Offtake power of all Technical Units, related to the Delivery Point;
- The DP\_Pminoff is equal to the lowest minimum Offtake power of the Technical Units, related to the Delivery Point.

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In case one of the aforementioned values does not apply, the OPA should indicate "N/A" in Annex 1. These values are given in Annex 8.

II.3.9 In case the OPA adds a Delivery Point to his Pool, this Delivery Point is by default given following the Availability Status upon entry into force of the modification: Available and the Pmax Available equal to DP\_Pmaxinj or DP\_Pmaxoff.

- Listed procedure (Art. II.5): Available;
- Revision procedure (Art. II.6): Available;
- Stand-by procedure (Art. II.7): Available;
- Ready-to-run procedure (Art. II.8): Available;
- Availability Plan (Art. II.9): Available.

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Part

Part II -Specific Conditions

### TITLE 3: TEST PRIOR TO PARTICIPATION

#### ART. II.4 COMMUNICATION TEST

- II.4.1 After signature of the OPA Contract and before submission of any Availability Status, the OPA must successfully complete the communication tests as specified in Annex 3.
- II.4.2 Before the entry into force of an update of the Annex 1, pursuant to Art. II.3.7 the OPA must successfully complete the communication tests as specified in Annex 3 for the Delivery Points added to the Pool.
- II.4.3 The OPA must respect the requirements of the communication test, pursuant to Art. II.4.1 and Art. II.4.2, at all times during the validity of the OPA Contract.
- II.4.4 The general liability regime organized by Art. I.6 of the General Conditions is applicable during the communication tests.
- II.4.5 Both parties can request a communication test at any time to check whether the communication channels are operational.
- II.4.6 ELIA will not remunerate costs linked to communication tests.

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Part \_\_\_\_\_  
**Title 4: PROCEDURES**

Part II -Specific Conditions

**Art. II.5 LISTED PROCEDURE**

II.5.1 The listed procedure starts on Tuesday Week W28 Year Y-1 and ends on Thursday Week 30 Year Y-1.

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Part

Part II -Specific Conditions

**TITLE 4: THE GRANULARITY PROVISION OF THE AVAILABILITY PLAN**

**ART. II.5 AVAILABILITY STATUS FOR THE LISTED PROCEDURE IS 1 YEAR. PLAN DEFINITION**

II.5.3 By Tuesday Week W28 the OPA specifies to ELIA, for each Delivery Point, the Availability Status for Year Y according to Art. II.5.4.

The OPA can indicate one of the following Availability Statuses:

Availability Status	Implementation code	Meaning
Available	L	the Delivery Point will be capable to inject (and/or take off) power
Unavailable	NL	the Delivery Point will not be capable to inject (nor take off) power

II.5.4 The listed procedure Availability Status is communicated by e-mail to the ELIA planning team, listed in Annex 7, based on the template in Annex 4.A.

**Availability Status requested by ELIA**

II.5.5 Until Thursday Week W30, pursuant to article 98 of the SOGL, ELIA can request, after consultation with the OPA, changes to the Availability Status provided by the OPA, in application of Art. II.5.4.

ELIA can request following Availability Status:

Indicated by the OPA	ELIA can request		
	Availability Status	Implementation code	Meaning
Unavailable (NL)	Available	LR	the Delivery Point is requested to be capable to inject (and/or take off) power

**Conditions**

II.5.6 If ELIA requests a Availability Status Available (LR), ELIA remunerates the OPA in accordance with Art. II.11.

**End of listed procedure**

II.5.7 Delivery Points with an Availability Status set as Unavailable (NL) are not subject to Art. II.6, Art. II.7, Art. II.8 and Art. II.9 of the OPA Contract.

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Part II -Specific Conditions

**Late modification of listed procedure**

II.5.8 After Thursday Week W30 Year Y-1 and before the end of the ready-to-run procedure, a late modification of the final Availability Status may be requested by a Party, pursuant to article 100 of the SOGL.

The other Party can either:

- Approve the modification, leading to its implementation as the Availability Status for the concerned Delivery Point according to Art. II.5.4;
- Disapprove the request, providing in that case a sound justification to the Party who requested the modification.

II.5.9 If a Party approves a late modification of the final Availability Status, pursuant to Art. II.5.8, the Party, who requested the modification, remunerates the other Party in accordance with Art. II.11.

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Part II -Specific Conditions

Art. II.6 REVISION PROCEDURE

II.6.1 The revision procedure starts on Tuesday Week W31 Year Y-1 and ends on Thursday Week 48 Year Y-1.

II.6.2 The granularity of the Availability Status for the revision procedure is 1 Day.

II.6.3 By Tuesday Week W31 the OPA specifies to ELIA, for each Delivery Point, the Availability Statuses for Year Y, according to Art. II.6.4.

The OPA can indicate one of the following Availability Statuses<sup>3</sup>:

Availability Status	Implementation Code	Meaning
Available	NRV	the Delivery Point will be capable to inject (and/or take off) power
Unavailable	RV	the Delivery Point will not be capable to inject (nor take off) power

II.6.4 The OPA communicates the Availability Status of the revision procedure, by e-mail, to the ELIA planning team, listed in Annex 7, by completing the template in Annex 4.B.

Availability Status requested by ELIA

II.6.5 Until Tuesday Week W37, ELIA can request, after consultation with the OPA, changes to the Availability Status indicated by the OPA in application of Art. II.6.3.

ELIA can request following change to the Availability Status:

Indicated by the OPA	ELIA can request		
	Availability Status	Implementation Code	Meaning
Unavailable (RV)	Available	RVNA	the Delivery Point is requested to be capable to inject (and/or take off) power.

II.6.6 In case of changes to the Availability Status sent in application of Art. II.6.4, the OPA sends a new version of the template in Annex 4.B, completed for the whole Pool of Delivery Points, to the ELIA planning team. This new version replaces any previous version.

Conditions

II.6.7 Pursuant to Art. II.6.5 and Art. II.6.9, if the final Availability Status is Available (RVNA), ELIA remunerates the OPA in accordance with Art. II.11.

<sup>3</sup>In case a test plan is agreed, according to Art. II.9.11, the Availability Status is set to Available for the timeframe of the test.

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### End of revision procedure

~~II.6.8 — By Thursday Week W48, ELIA acknowledges, by e-mail, to the OPA production planning, listed in Annex 7, the final Availability Status for each Delivery Point, according to Art.II.6.9.~~

~~II.6.9 — The final Availability Status is the latest version of the template in Annex 4.B received by the ELIA planning team, according to Art. II.6.4 and Art. II.6.6, at the end of the revision procedure.~~

### Late modification of revision procedure Availability Status

~~II.6.10 — After Thursday Week W48 Year Y-1 and before the start of the stand-by procedure, a late modification of the final Availability Status may be requested by a Party.~~

~~The other Party can either:~~

- ~~• Approve the modification, leading to its implementation as the Availability Status for the concerned Delivery Point according to Art. II.6.6;~~
- ~~• Disapprove the request, providing in that case a sound justification to the Party who requested the modification.~~

~~II.6.11 — If a Party approves a late modification of the final Availability Status, pursuant to Art. II.6.10, the Party, who requested the modification, remunerates the other Party in accordance with Art. II.11.~~

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Part II -Specific Conditions

Art. II.7 STAND-BY PROCEDURE

II.7.1 The stand-by procedure starts on Tuesday 16h00 Week W-5 Year Y and ends Tuesday 18h00 Week W-4.

II.7.2 The granularity of the Availability Status for the revision procedure is 1 Day.

II.7.3 By Tuesday 16h00 Week W-5 the OPA specifies to ELIA, for each Delivery Point, the Availability Statuses for Week W according to Art. II.7.4.

Taking into account the final Availability Status of the revision procedure, pursuant to Art. II.6.3, II.6.5 and II.6.9, the OPA can indicate one of the following Availability Statuses<sup>2</sup>:

Revision procedure	OPA can indicate during stand-by procedure		
	Availability Status	Implementation code	Meaning
Available (NRV or RVNA)	Available	S	the Delivery Point will be capable to inject (or take-off) power
Unavailable (RV)	Unavailable	NS	the Delivery Point will not be capable to inject (nor take-off) power

II.7.4 The OPA communicates the stand-by procedure Availability Status, by e-mail, to the ELIA planning team, listed in Annex 7, by completing templates 1 and 2 in Annex 4.C.

Availability Status requested by ELIA

II.7.5 Until Tuesday 18h00 Week W-4, ELIA can request, after consultation with the OPA, changes to the Availability Status indicated by the OPA, in application of Art. II.7.3.

ELIA can request the following change to the Availability Status:

Indicated by the OPA	ELIA can request		
	Availability Status	Implementation code	Meaning
Unavailable (NS)	Available	SR	the Delivery Point is requested to be capable to inject (or take-off) power

II.7.6 In case of changes to the Availability Status, sent in application of Art. II.7.4, the OPA sends a new version of template 1 in Annex 4.C. for the whole Pool of Delivery Points, to the ELIA planning team. This update replaces any previous version.

II.7.7 Pursuant to Art. II.7.5, when ELIA requests a Availability Status Available (SR) that does not cover the full Day, ELIA specifies the exact hours of the Available (SR) Availability Status in the acknowledgement message of Art. II.7.9.

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Part II -Specific Conditions

**Conditions**

II.7.8 Pursuant to Art. II.7.5 and Art. II.7.10, if the final Availability Status is Available (SR), ELIA remunerates the OPA in accordance with Art. II.11.

**End of stand-by procedure**

II.7.9 By Tuesday 18h00 Week W-4, ELIA acknowledges, by e-mail, to the OPA production planning, listed in Annex 7, the final Availability Status for each Delivery Point according to Art. II.7.10.

II.7.10 The final Availability Status is the latest version of template 1 in Annex 4.C received by the planning team of ELIA, according to Art. II.7.4 and Art. II.7.6, by the end of the stand-by procedure.

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Part II -Specific Conditions

**Art. II.8 READY-TO-RUN PROCEDURE**

II.8.1 The ready-to-run procedure starts on Tuesday 16h00 Week W-1 Year Y and ends on Thursday 18h00 Week W-1 Year Y.

II.8.2 The granularity of the Availability Status for the ready-to-run procedure is 1 hour.

II.8.3 By Tuesday 16h00 Week W-1 the OPA specifies to ELIA, for each Delivery Point, the Availability Statuses for week W, according to Art. II.8.4.

Taking into account the final Availability Status of the stand-by procedure, pursuant to Art. II.7.3 and II.7.5, the OPA can indicate one of the following Availability Statuses<sup>2</sup>:

Stand-by procedure	OPA can indicate during ready-to-run procedure		
	Availability Status	Implementation code	Meaning
Available (S or SR) and Unavailable (NS)	Available	RR	the Delivery Point will be capable to inject (or take off) power
	Unavailable	NRR	the Delivery Point will not be capable to inject (nor take off) power

These submissions of the Availability Statuses are subject to the conditions stated in Art. II.8.7.

II.8.4 The OPA communicates the Availability Status of the ready-to-run procedure, by e-mail, to the ELIA planning team, listed in Annex 7 by completing templates 1, 2 and 3 in Annex 4.D.

**Availability Status requested by Elia**

II.8.5 Until Thursday 18h00 Week W-1, ELIA can request, after consultation with the OPA, changes to the Availability Status indicated by the OPA in application of Art. II.8.3.

ELIA can request following change to the Availability Status:

Indicated by the OPA	ELIA can request		
	Availability Status	Implementation code	Meaning
Unavailable (NRR)	Available	RRR	the Delivery Point is requested to be capable to inject (or take off) power

Such change of the Availability Status, upon request of ELIA, is subject to the conditions stated in Art. II.8.8.

II.8.6 In case of changes to the already sent Availability Status, in accordance with II.8.4, the OPA sends a new version of template 1 in Annex 4.D for the whole Pool of Delivery Points, to the ELIA planning team. This new version replaces any previous version.

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Part II  
Conditions

Part II -Specific Conditions

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II.8.7 Following indicated Availability Status, taking into account the Availability Status of the stand-by procedure, pursuant to Art. II.8.3, are subject to the conditions listed in the table below:

	Availability Status		Condition
	Stand-by procedure	Ready-to-run procedure	
II.8.7.1	Available (S)	Unavailable (NRR)	Subject to approval by ELIA
II.8.7.2	Unavailable (NS)	Available (RR)	The OPA remunerates ELIA, pursuant to Art. II.11
II.8.7.3	Available (SR)	Available (RR)	The OPA reimburses the remuneration in application of Art. II.7.8

II.8.8 Following requested Availability Status change, pursuant to Art. II.8.5, is subject to the conditions listed in the table below:

Availability Status change from	Availability Status change to	Condition
Unavailable (NRR)	Available (RRR)	ELIA remunerates the OPA, pursuant to Art. II.11

End of ready-to-run procedure

II.8.9 By Thursday 18h00 Week W-1, ELIA acknowledges the final Availability Status for each Delivery Point according to Art.II.8.10, by e-mail, to the OPA production planning, listed in Annex 7.

II.8.10 The final Availability Status is the latest version of template 1 in Annex 4.D received by the ELIA planning team, according to Art.II.8.4 and Art.II.8.6, by the end of the ready-to-run procedure.

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Part II - Specific Conditions  
Art. II.9 AVAILABILITY PLAN

Part II - Specific Conditions

II.9.1 The provision of the Availability Plan for Week W, starts on Tuesday 18h00 Week W-1

II.9.2 The granularity of the Availability Status, pursuant to Art II.9.1, is 1 quarter-hour.

II.9.3 II.5.1 The Availability Plan is comprised of the Availability Status and the corresponding P<sub>max Available</sub>. The following combinations of status and power are possible:

Availability Plan		
Availability Status	Planning	Corresponding P <sub>max Available</sub>
A	Available	0 (zero) MW ≤ P <sub>max Available</sub> ≤ DP_P <sub>maxinj</sub> (or DP_P <sub>maxoff</sub> )
U	Unavailable	P <sub>max Available</sub> = 0 (zero) MW
T	Testing	0 (zero) MW ≤ P <sub>max Available</sub> ≤ DP_P <sub>maxinj</sub> (or DP_P <sub>maxoff</sub> )
FO	Forced Outage	0 (zero) MW ≤ P <sub>max Available</sub> < DP_P <sub>maxinj</sub> (or DP_P <sub>maxoff</sub> )

Thursday Week W-1 at 18h00, ELIA automatically generates the validated

II.5.2 The Availability Plan for each is provided per Delivery Point, as in the table below, based on the final pursuant to Art. II.3.

II.5.3 The communication between the OPA and ELIA, with regards to any Availability Plan, is performed as described in Annex 4.

II.5.4 The Availability Plan must at all-time be aligned with the RD Energy Bid(s) and the Daily Schedule.

Modalities for the provision of a Testing status

II.5.5 Only when the OPA is planning a test neither requested, agreed upon nor imposed by ELIA, the OPA submits at least one month before the start of the test:

II.9.4 a Testing Status of the ready-to-run procedure, pursuant to Art. II.8.10 with a P<sub>max Available</sub> for the test period; and

- the reason for the planned test.

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**ART. II.6 PROVISION OF THE INDICATIVE AVAILABILITY PLAN**

- II.6.1 The provision of the indicative Availability Plan for Year Y is due before the 1<sup>st</sup> of August in Year Y-3.
- II.6.2 The granularity of the indicative Availability Plan, is 1 Day.
- II.6.3 As soon as available, the OPA provides updates of the indicative Availability Plan until the deadline provided in Art. II.7.1.
- II.6.4 ELIA automatically acknowledges the indicative Availability Plan and its updates. ELIA can contact the OPA in case incompatibilities are detected pursuant to the article 4 of the Rules for Coordination and Congestion Management.

**ART. II.7 PROVISION OF THE YEAR-AHEAD AVAILABILITY PLAN**

- II.7.1 The provision of the year-ahead Availability Plan for Year Y is due before the 1<sup>st</sup> of August in Year Y-1.
- II.7.2 The granularity of the year-ahead Availability Plan is 1 quarter hour.
- II.7.3 At the latest on the 1<sup>st</sup> of November of Year Y-1, ELIA either accepts the year-ahead Availability Plan provided by the OPA or requests a change to the OPA pursuant to Art. 0 and in accordance with the principles described in the Rules for Coordination and Congestion Management.

**ART. II.8 CHANGES TO THE AVAILABILITY PLAN**

- II.8.1 Changes of Availability Plans requested by the OPA/ELIA are subject to the approval by the other party (ELIA/OPA). A submitted change request can have following validation statuses:
  - Accepted; or
  - Accepted on the condition that associated costs are compensated; or
  - Rejected with justifications.
- II.8.2 In case the receiving party declares the validation status of a change request as "Accepted on the condition that associated costs are compensated", then the receiving party provides a financial offer to the requesting party pursuant to **Title 6**:

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**OPA change request**

- II.8.3 From the 1<sup>st</sup> of August in Year Y-1, pursuant Art. II.7.1, and until RD GCT, the OPA can request to change the Availability Status to A, U or T and/or the P<sub>max Available</sub> for a specific quarter hour.
- II.8.4 The OPA communicates change requests to ELIA as soon as possible.
- II.8.5 A change request submitted for one or more quarter-hour(s) is validated by ELIA pursuant to Art. II.8.1.
- II.8.6 Depending on the timing of provision of the OPA change request, ELIA validates the change request, pursuant to Art. II.8.5, with respect to following timings:

OPA change request	Availability Plan validation time by ELIA	P <sub>max Available</sub>
Available (RRR) After 1 <sup>st</sup> of November in Year Y-1 until Thursday 18:00 in Week W-1	<p><b>A</b></p> <p>The closest deadline between:</p> <ul style="list-style-type: none"> <li>• Day of submission + two weeks;</li> <li>and</li> <li>• Friday 16:00 in Week W-1.</li> </ul>	DP <sub>Pmax</sub> (0 DP <sub>Pmax(off)</sub> )
Ready-to-run procedure From 1 <sup>st</sup> of August in Year Y-1 until 1 <sup>st</sup> of November in Year Y-1	<p><b>Availability Status</b>-The most distant deadline between:</p> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> of November in Year Y-1;</li> <li>and</li> <li>• Day of submission + two weeks.</li> </ul>	P <sub>max Available</sub>
Unavailable (NRR) After Thursday 18:00 in Week W-1 and before Day D-1 10:00 AM	<p><b>U</b></p> <p>The closest deadline between:</p> <ul style="list-style-type: none"> <li>• Moment of submission + 24h;</li> <li>and</li> <li>• Day D-1 10:00 AM.</li> </ul>	0 (zero) MW
After Day D-1 10:00 AM	The start of quarter-hour minus 30 minutes	

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<sup>4</sup> The letters Y, W and D refer respectively to the Year, Week and Day in which the quarter-hour occurs to which the concerned Availability Plan (or change request) applies.



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Part II -Specific Conditions

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~~II.9.5 The communication between the OPA and ELIA, with regards to the Availability Plan, is performed as described in Annex 4.E.~~

~~II.8.7 In case ELIA rejects a change request, ELIA provides the OPA with:~~

- ~~- The reason for rejection; and~~
- ~~- The specific moment(s) in the OPA change request period for which ELIA identifies a risk for the System Security.~~

~~II.8.8 In deviation of Art. II.8.5, ELIA will not reject an OPA change request concerning a prolongation of maximum 5 Working Days of planned maintenance that has already started. This involves solely an Availability Status change requested during a period of Unavailability to change one or more subsequent quarter-hour(s) from Available to Unavailable.~~

~~II.9.6II.8.9 In case ELIA rejects a change requested by the OPA, the OPA sends a new version of the Availability Plan must at all time be aligned with the RD Energy Bid(s) Status and the Daily Schedule. P<sub>max Available</sub> considering the restrictions as per Art. II.8.7.~~

**Changes to**

**ELIA change request**

**From the Availability Plan**

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~~II.9.7II.8.10 As from Tuesday 18h00 Week W1<sup>st</sup> of August in Year Y-1, pursuant Art. II.7.1, and until RD GCT, the OPA 5 Working Days before Day D, ELIA can request to change the Availability Plan to one of the possible combinations pursuant to Art. II.9.3. Status for a specific quarter hour of Day D.~~

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Part II -Specific Conditions

II.9.8 II.8.11 Upon requesting a change, pursuant to Art. II.9.7, the requested the Availability Status has one of the following validation statuses provided by the OPA:

Validation status		Meaning/ELIA can request	
Submitted	ELIA received the change request, but has neither validated nor rejected the request indicated by the OPA.	Availability Status	Meaning
Validated	Unavailable (U)	Available (A)	The submitted Availability Status meets the validation criteria of Art. II.9.10, Art. II.9.11 and Art II.9.12. The Availability Plan is updated accordingly. The Delivery Point is requested to be capable to inject (or take off) power
Rejected	Testing (T)	The submitted Availability Status does not meet the validation criteria of Art. II.9.10, Art. II.9.11 and Art. II.9.12. The Availability Plan is not updated. Available (A)	

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II.9.9 Changes to validated Availability Statuses A, U or T Depending on the timing of provision of the change request, pursuant to Art. II.9.7, are remunerated by the OPA according to Art. II.11.

Validation criteria for change requests

II.9.10 II.8.12 A submitted validates the change request for day D for an Availability Status A or U needs to be manually validated or rejected by ELIA. ELIA validates or rejects the Availability Status in accordance with article 4 and article 6.5 of the Rules for Coordination and Congestion Management. In case of a rejection, the OPA is notified of the reason for the rejection, pursuant to Art. II.8.1, with respect to the following timings:

Such validation or rejection is given as soon as possible and at the latest:

by Friday 12h00 Week W-1 in

Timing <sup>4</sup> ELIA change request	Response time OPA
Before Day D-7	5 Working Days
After Day D-7	3 Working Days

• In case the request was made before Thursday 18h00 Week W-1;

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Part II -Specific Conditions

- within 24h after ELIA has received OPA accepts the ELIA change request, as per Art. II.8.1, the change request or by day D-1 10h00 (whichever comes first) in case the request was made after Thursday 18h00 Week W-1 and before day D-1 10h00;
- 30 minutes before the beginning OPA sends a new version of the concerned quarter-hour in case the request was made after day D-1 10h00.

II.9.14 II.8.13 Test are performed according to a test plan that is agreed upon by the contractual responsible of each Party prior to submission of an Availability Status T. to ELIA.

- Prior Modalities to submitting an Availability Status T:

ART. II.9 A REQUEST FOR APPROVAL IS SENT BY E-MAIL TO THE ELIA CONTRACTUAL RESPONSIBLE LISTED IN ANNEX 7, IN WHICH THE OPA INCLUDES DECLARE A TEST PLAN WITH THE EXPECTED INJECTION (AND/OR OFFTAKE) FOR EACH QUARTER-HOUR OF THE TEST. THE ELIA CONTRACT RESPONSIBLE APPROVES OR REJECTS THE REQUEST WITHIN 5 WORKING DAYS; FORCED OUTAGE

- After submission of an Availability Status T:
  - ELIA dispatching either manually rejects, for System Security reasons only, or validates the submitted Availability Status T.
  - Such validation or rejection is given within 24h after ELIA has received the change request and not later than 30 minutes before real time.

II.9.12 A submitted Availability Status FO, is automatically and instantly validated/accepted if it is submitted for one of the following cases:

- The on-going a specific quarter-hour;
- Any of the 96 quarter-hours before the ongoing quarter-hour;
- A or a successive series/series of quarter-hours, starting with the ongoing quarter-hour.

II.9.1 If this serie of quarter-hours spans past the end of Week W, the validation is also applicable for the remaining quarter-hours of the serie in Week W+1. specific quarter-hour:

- The automatic generation quarter-hour during which the FO is submitted or
- one of the quarter-hours following the quarter-hour during which the FO is submitted for which the RD GCT has passed or
- any of the 96 quarter-hours before the quarter-hour during which the FO is submitted

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Part II -Specific Conditions

**ART. II.10 MODALITIES FOR FIRST ENTRY**

II.10.1 When a new Technical Facility is commissioned for the first time, its Availability Plan, needs to be submitted for the period starting at the time of the first connection. The OPA provides therefore its Availability Plan as soon as possible, after signing the OPA contract or after the addition of the Delivery Point related to the new Technical Facility to its Pool (pursuant to Art. II.9.4, for these quarter-hours in Week W+1 will be overwritten and the validated FO Availability Status applies. II.3.7)

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**Availability Status requested by Elia during ready-to-run and stand-by procedure**

II.9.13 Previous agreements and their remunerations for Availability Status RRR, requested by ELIA during the ready-to-run and stand-by procedures in application of Art. II.7.8 and Art. II.8.8 are cancelled and reimbursed when changes to the Availability Plan, pursuant to Art. II.9.7, are validated.

II.10.2 The validation of this first Availability Plan, depends upon the date of its first provision:

- An Availability Plan for Year Y, covering the period from the date pursuant Art. II.10.1 until the end of Year Y, is treated as an OPA change request in accordance with Art. II.8;
- An Availability Plan for Year Y+1, for which the first provision occurs at the latest on the 1<sup>st</sup> of August of Year Y, is treated as a year-ahead Availability Plan in accordance with Art. II.7;
- An Availability Plan for Year Y+1, for which the first provision occurs after the 1<sup>st</sup> of August of Year Y, is treated as an OPA change request in accordance with Art. II.8.

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Part

Part II -Specific Conditions

## TITLE 5: DATA CONSISTENCY CONTROL

### Art. II.10 ART. II.11 DATA CONSISTENCY CONTROL

**II.10.4II.11.1** ELIA checks every Month M the consistency of the Availability Plan with the Daily Schedule of Month M-2, pursuant to Art. II.5.4.

- In case the Availability Status is Available, the Daily Schedule must be lower than or equal to the  $P_{max}$  Available.
- In case the Availability Status is Unavailable the Daily Schedule must be equal to zero (0).

**II.10.2II.11.2** ELIA checks every Month M the consistency of the Availability Plan with the RD Energy Bids of Month M-2, pursuant to Art. II.5.4.

- In case the Availability Status is Available at least one RD Energy Bid has to be submitted, considering the Coordinability Level and limitations induced by contracted balancing energy bids;
- In case the Availability Status is Unavailable no RD Energy Bid is submitted.

**II.10.3II.11.3** ELIA informs the OPA about the consistency control via a report. ELIA also provides this report to the CREG.

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Part

Part II -Specific Conditions

## TITLE 6: REMUNERATION

### Art. II.14ART. II.12 REMUNERATION FOR CHANGES IN AVAILABILITY STATUS

II.14.1II.12.1 The Party entitled to receive remuneration sends a price offer by email, or via another channel made available by ELIA, to the contractual responsible of the other Party listed in Annex 7. The price offer is in accordance with Annex 5.

II.14.2II.12.2 ELIA can ask additional justification, pursuant to Annex 5, within 24 Months after receiving the offer, by email to the OPA contractual responsible listed in Annex 7.

II.14.3II.12.3 Pursuant to Art. II.12.1, the ELIA price offer is sent in accordance to the OPA together with deadlines mentioned in the table below the validation of the changes pursuant to Art. II.8.6. If no offer is sent before the applicable deadline, the costs associated with the remuneration are considered to be zero.

Pursuant to Art.

	Procedure	Pursuant to Art.	Deadline
Listed	Available (LR) remuneration by ELIA	II.5.6	Thursday W32 Year Y-1
	Late modification	II.5.9	before RD-GCT
Revision	Available (RVNA) remuneration by ELIA	II.6.7	Thursday Week W37 Year Y-1
	Late modification	II.6.11	Thursday Week W-3 Year Y
Stand-by	Available (SR) remuneration by ELIA	II.7.8	Tuesday 18h00 Week W-3 Year Y
Ready-to-run	Unavailable (NS) to Available (RR) remuneration by OPA	II.8.7.2	Thursday 16h00 Week W-1 Year Y
	Available (RRR) remuneration by ELIA	II.8.8	Saturday 18h00 Week W-1 Year Y
Availability Plan	Availability Status change remuneration by OPA	II.9.9	before RD-GCT

II.12.4 II.12.1, the OPA price offer is sent to ELIA together with the validation of the changes pursuant to Art. I.1.1. If no offer is sent before this deadline, the costs associated with the remuneration are considered to be zero.

II.14.4II.12.5 The remuneration for changes in Availability Statuses, for Month M, is the sum of the remunerations of all validated changes to the Availability Status, agreed between the contractual responsables of ELIA and the OPA, of Month M.

II.12.6 In case of multiple change requests, the associated costs will oblige to the following rules:

- If a change request makes a previous change request by the other party void, then the requesting party pays back the remuneration that was paid for the earlier change request.

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Part

Part II -Specific Conditions

- If a change request annuls a previous change request by the same party, the remuneration for the first change request is not paid back.

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Part II -Specific Conditions

## TITLE 7: INVOICING

### Art. II.12 ART. II.13 INVOICING AND PAYMENT

II.12.4 II.13.1 Disputes from the OPA regarding the price offer, pursuant to Art. II.12.1, 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, in accordance with Art. I.13 of the General Conditions.

II.12.2 II.13.2 If no agreement can be reached, pursuant to Art. II.13.1:

- II.12.3 II.13.3 the OPA, when drawing up his credit note for Month M as specified in Art. ~~II.12.3~~ II.13.3, shall take into account the price offer 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 ~~Art. I.13~~ Art. I.13 of the General Conditions shall apply.

II.12.3 II.13.3 Without prejudice to Art. I.5 of the General Conditions, the OPA shall send, by e-mail, to ELIA invoicing & payment with a copy to ELIA settlement (both listed in Annex 7), at the latest by the 25<sup>th</sup> of each calendar Month M, an invoice or credit note for remunerations for changes in Availability Status for Month M-1, calculated as described in Art. II.12.5.

The invoice or credit note includes, pursuant to Art. I.5, for each individual implicated offer:

- II.12.4 II.13.4 The indication of the Month M;
- II.12.5 II.13.5 The applicable amount.

II.12.4 II.13.4 ELIA shall either approve or reject the invoices and/or credit notes within 5 Working Days after reception.

II.12.5 II.13.5 Annex 6 includes the appropriation structure to be mentioned by the OPA.

II.13.6 Without prejudice to Art. I.5 of the General Conditions, ELIA sends to the OPA at the latest by the 25<sup>th</sup> of each calendar Month M, as the case may be, an invoice related to remunerations for changes in Availability Status for Month M-1 calculated as described in Art. II.12.5.

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**TITLE 8: PUBLICATION OF DATA**

**ART. II.14 TRANSPARENCY AND PUBLICATION**

- II.14.1 In accordance with Art. 4.7 and 15 of the Commission Regulation (EU) No. 543/2013 and Article 18 of the Rules for Coordination and Congestion Management, and without prejudice to I.1.2. ELIA shall publish on the ENTSO-e Transparency Platform the Availability Status and P<sub>max Available</sub> for Delivery Points belonging to Technical Facilities with a maximum power (as mentioned in the Connection Contract) equal to or above 100 MW.
- II.14.2 ELIA does not publish the concerning data if the OPA has informed the ELIA contract responsible as mentioned in Annex 7, that it uses a third party (subject to the prior agreement of ELIA according to art 4 of the Regulation no 543/2013) acting as data provider on its behalf in charge of submitting the data for publication on the ENTSO-e Transparency Platform.
- II.14.3 ELIA can publish on its website the Availability Statuses and P<sub>max Available</sub> submitted by the OPA for its Delivery Points.

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Part II -Specific Conditions

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

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

Name 1  
Function

Name 2  
Function

Date:

Date:

[OPA], represented by:

Name 1  
Function

Name 2  
Function

Date:

Date:

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Part

# Part III - ANNEXES

Part II - Specific Conditions

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### ANNEX 1. LIST OF DELIVERY POINTS

In accordance with Art.II.3.5, the list of Delivery Points is defined based on the following template which is exchanged between the OPA and ELIA<sup>5</sup>:



Annex1-List of Delivery Points-YYYY

With following structure:

Refer to sheet 1 of the excel file.

Annex 1.A OPA Pool attributes	
OPA name	
Contract reference	
Request for update [dd/mm/yyyy]	
Go Live of the update [dd/mm/yyyy]	

Refer to sheet 2 of the excel file.

ANNEX 1 List of Delivery Points						
Delivery Point name	EAN code	Electrical Zone	DP_Pmax <sub>in</sub> [MW]	DP_Pmax <sub>off</sub> [MW]	DP_Pmin <sub>in</sub> [MW]	DP_Pmin <sub>off</sub> [MW]

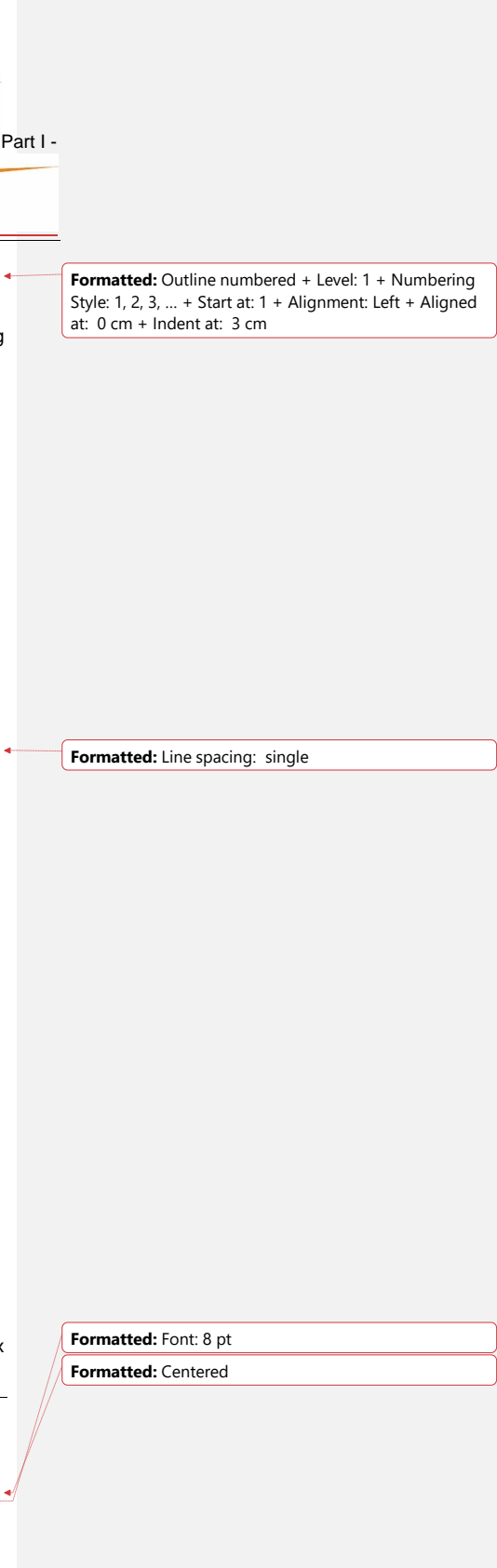
<sup>5</sup> For structural data (i.e. Technical Unit type, upward and downward Coordinability) the template in Annex 8 is used until this same structural data is collected through the upcoming reviewed Connection Contract.

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## ANNEX 2. PROCEDURES FOR PARTICIPATION

This annex describes all conditions to be fulfilled by the OPA in order to participate in the outage planning.

### 2.A PROCEDURE FOR ACCEPTANCE OF AN OPA

#### OPA open qualification procedure

Prior to signature of the OPA Contract a candidate should apply to become a qualified provider.

The conditions to become a qualified provider are listed hereunder:

- Provision of a declaration (referred to as "sworn statement") in which the candidate declares the fulfilment of the obligations related to payment of social security contributions in accordance with the legal provisions, fulfilment of the obligations related to payment of taxes in accordance with the legal provisions, and situation of non-bankruptcy.
- Proof of a sound financial and economical situation of the candidate.

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A candidate can apply by submitting a completed application form and the required documents, for the applicable service to ELIA. The application form and the template for the sworn statement can be downloaded on ELIA website or requested by e-mail to the contractual responsible as designated in Annex 7.

The application has to be submitted to ELIA at least one month before the date of signature of the OPA Contract.

#### OPA/BRP Opt-out arrangement

In case of application of Art.1.1.1, ELIA must receive the proof that the OPA and the BRP have signed without reserve the OPA/BRP Opt-Out Arrangement according to the following template.

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**Template OPA/BRP Opt-Out arrangement:**

	Parties	
	BRP	OPA
Name		
Address		
Company number		

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The BRP responsible for Injection at any Access Point, including Technical Facility(ies) that satisfies(y) the conditions of Art. II.3.1 or II.3.2, acknowledges that the OPA takes the responsibility for outage planning, as foreseen in the OPA Contract, for all Delivery Point(s) for which the OPA holds a valid Grid User Declaration or for which the OPA is the Grid User.

**The BRP, represented by:**

Name:  
 Function:  
 Date:  
 Signature:

**The OPA, represented by:**

Name:  
 Function:  
 Date:  
 Signature:

**2.B PROCEDURE FOR DELIVERY POINT ACCEPTANCE**

**Grid User Declaration**

In case the Grid User designates a third party, pursuant to Art. I.1.1, ELIA must receive proof that the Grid User has signed without reserve the Grid User Declaration. A single Grid User Declaration can include one (or a list of) Delivery Point(s) related to the concerned Grid User. The Grid User Declaration has to contain at least the clauses ~~foreseen~~foreseen in the following template.

**Template Grid User Declaration:**

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OPA Contract 56/77 [ContractReference]  
 2024-12-20 V1/2024 [ServiceProvider]





Parties		
	Grid User	OPA
Name		
Address		
Company number		

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For the Delivery Points, and respective timings, listed in Table 1:

- The Grid userUser gives permission to the OPA, to take the responsibility for outage planning, as foreseen in the OPA Contract;
- The Grid userUser assures the commitments, stipulated in the OPA Contract, do not breach existing contracts and/or regulated relationships between the Grid User and any third party;
- The Grid userUser designates only one party at the same time to take the responsibility for outage planning, as foreseen in the OPA Contract.

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Table 1			
Delivery Point name	Delivery Point identification (EAN)	Start date	Expiry date

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The present document is valid until either:

- The expiry date of the concerned Delivery Point, or;
- The designation of another party, through a new Grid User declaration, for one (or more) of the Delivery Point(s) listed in table 1, signed by the Grid User and received by ELIA. In such case the present document remains valid for all Delivery Points not concerned by the aforementioned new Grid User Declaration, or;
- The Grid User notifies the OPA and Elia of his willingness to take the responsibility for outage planning, as foreseen in the OPA Contract, himself for one (or more) of the above mentioned Delivery Points, in accordance with Art. II.2.2 of the OPA Contract. In such case the present document remains valid for all Delivery Points not concerned by the aforementioned notification, or;
- The OPA terminates the OPA Contract with ELIA in accordance with the general conditions of the OPA Contract in this case the Grid User

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takes the responsibility for outage planning, as foreseen in the OPA Contract, himself.

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The Grid User, represented by:

Name:  
Function:  
Date:  
Signature: \_\_\_\_\_

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### ANNEX 3. COMMUNICATION TESTS

In accordance with dispositions of Part II -Title 3;, the OPA needs to perform communication tests. In order to plan communication tests, the OPA takes contact with the ELIA contractual responsible listed in Annex 7.

#### Procedures: Revision, Stand-by, Ready-to-run

In accordance with Art II.4.1. the OPA must demonstrate his ability to:

- ~~Send the templates, as defined in Annex 4.B, 4.C and 4.D. These templates should be completed correctly so they can be automatically processed by ELIA;~~
- ~~Receive acknowledgements of Availability Statuses by email.~~

In accordance with Art II.4.2, the OPA, after the addition of a Delivery Point to the Pool, must demonstrate his ability to:

- ~~Send the templates, as defined in Annex 4.D. These templates should be completed correctly so they can be automatically processed by ELIA.~~

In case the requirements are not fulfilled, ELIA and the OPA make their best effort to identify the source of the failure and the OPA is expected to solve the source of the failure.

#### Availability Plan

- The minimum requirement is that the OPA demonstrates herits ability to work with the Web Based Application, ~~thebased application~~. The OPA can ~~additionally~~additionally choose to also use the External Communication Layer~~external communication layer~~ for automated communication.

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- The OPA must demonstrate hisits ability to:

##### Web ~~Based Application~~based application:

- ~~Open and operate the ELIA application;~~
- ~~Upload the template .xls file into the ELIA application;~~
- ~~Change an Availability Status by uploading the template;~~
- ~~Monitor validated changes in the ELIA application;~~
- ~~Change Avalailabilityan Availability Status to FO for all cases of Art.II.9-12;□.~~
- ~~Receive a FO notification.~~

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Details on the functioning of the web based application are published on the ELIA website.

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**External ~~Communication Layer~~communication layer:**

- Change an Availability Status;
- Monitor validated changes;
- Change an Availability Status to FO for all cases of Art.II.9.12□;
- Receive a FO notification.

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Details on the functioning of the external communication layer are published on the ELIA website.

- In case ~~that~~ the above requirements are not fulfilled, ELIA and the OPA make their best effort to identify the source of the failure and the OPA is expected to solve ~~the source of the failure~~it as soon as possible.

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Part I -



Part III - Annexes

Annexes

#### 4.B REVISION PROCEDURE

In accordance with Art. II.6.4, Art. II.6.6 and Art. II.6.9 the revision procedure is communicated using following template:



Revision\_YYYY.OPA\_  
PREVISION\_YYMMMI

*In the name of the file, the first "YYYY" needs to be replaced by the Year for which the Availability Statuses are indicated while the second "YYMMDD\_hhmm" indicates the time the document was sent and will be used for version management.*

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OPA-Contract  
2024-12-20

62/77  
V1/2024

{ContractReference}  
{ServiceProvider}

62,77





**Template 2: Technical Data**



Stand-By\_YYYYWW  
W\_OPA\_TECHNICAL

With following structure<sup>6</sup>:

Procedure :	STAND-BY						
Period of execution :	[format example: 2021W50]	YYYYWW					
OPA :	[contractual name]						
File Type :		TECHNICAL DATA					
OPA Version :		X					
TSO :							
TSO Version :							

Technical Data							
EAN CODE DELIVERY POINT	FRIENDLY NAME	ZONE	UNIT TYPE	FUEL TYPE	RAMPING RATE	Pmin Avail.	Pmax Avail.
					MW/min	MW	MW

<sup>6</sup>In case a Delivery Point can both inject and take off power, the Pmax Avail. equals DP\_Pmax<sub>inj</sub> while Pmin Avail. equals DP\_Pmax<sub>off</sub>.

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Part III - Annexes



Annexes

#### 4.D READY-TO-RUN PROCEDURE

In accordance with Art. II.8.4, II.8.6 and II.8.10 the ready to run procedure Availability Status is communicated using the following templates:

##### Template 1: Prevision



Ready-To-Run\_YYY  
WWW\_OPA\_PREVISI

With following structure on each sheet, one sheet per day of the week:

<b>Procedure :</b>		READY-TO-RUN											
<b>Period of execution :</b>		[format example: 20210505] YYYWWWW											
<b>OPA :</b>		[contractual name]											
<b>File Type :</b>		PREVISION											
<b>OPA Version :</b>		X											
<b>TSO :</b>													
<b>TSO Version :</b>													

Monday	DDMM/YYYY	Off-Peak Forecast Load (MW)						Off-Peak Forecast Load (MW)						Off-Peak Forecast Load (MW)						
		00:00 - 01:00			01:00 - 02:00			02:00 - 03:00			03:00 - 04:00			04:00 - 05:00			05:00 - 06:00			
		OPA		TSO		OPA		TSO		OPA		TSO		OPA		TSO		OPA		TSO
EAN CODE DELIVERY POINT	FRIENDLY NAME	Status (V=)	Forecast (MW)	Status (V=)	Forecast (MW)	Status (V=)	Forecast (MW)	Status (V=)	Forecast (MW)	Status (V=)	Forecast (MW)	Status (V=)	Forecast (MW)	Status (V=)	Forecast (MW)	Status (V=)	Forecast (MW)	Status (V=)	Forecast (MW)	

##### Template 2: Technical Data



Ready-To-Run\_YYY  
WWW\_OPA\_TECHNI

With following structure:

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OPA Contract  
2024-12-20

65/77  
V1/2024

{ContractReference}  
{ServiceProvider}

65/77



Annexes

Procedure :	READY-TO-RUN
Period of execution :	[format example: 2024W50]
OPA :	[contractual name]
File Type :	TECHNICAL DATA
OPA Version :	1
TSO :	
TSO Version :	

Technical Data									
EAN CODE DELIVERY POINT	FRIENDLY NAME	ZONE	UNIT TYPE	FUEL TYPE	RAMPING RATE	Pmin Avail.	Pmax Avail.	START FUEL	Average Output
					MW/min	MW	MW		GJ/MWh

Template 3: Prices



Ready-To-Run\_YYY  
WWW\_OPA\_PRICES

With following structure:

(Please be aware that the fields "I BID W-1" and "D BID W-1" have no application. A positive numeric value should be filled in in order for the file to guarantee automatic processing, however, this value is not considered in any process as such it can be an arbitrary value).

Procedure :	READY-TO-RUN
Period of execution :	YYYYWWW
OPA :	[contractual name]
File Type :	PRICES
OPA Version :	X
TSO :	
TSO Version :	

PRICES				
EAN CODE DELIVERY POINT	FRIENDLY NAME	START PRICE W-1	I BID W-1	D BID W-1
		€	€/MWh	€/MWh

4.E AVAILABILITY PLAN

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OPA Contract  
2024-12-20

66/77  
V1/2024

{ContractReference}  
{ServiceProvider}

66/77



In accordance with Art. II.9.5, the OPA can communicate updates to the Availability Plan by occurs through two electronic processes:

1) External Communication Layer communication layer:

The details on the functioning of the external communication layer are available on the ELIA website or can be requested by e-mail to ELIA contractual responsible listed in Annex 7.

2) Web Based Application based application:

The details on the functioning of the web-based application are available on the ELIA website or can be requested by e-mail to ELIA contractual responsible listed in Annex 7.

**4.F TRANSPARENCY**

In accordance with Art. 15 and Art. 16 of the Commission Regulation (EU) No 543/2013, ELIA shall publish information on the Availability Statuses as described in Article 18 paragraph 1 of the Rules for Coordination and Congestion Management.

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## ANNEX 5. COST REFLECTIVENESS

The remuneration, pursuant to Art. II.12.1, must be cost reflective, meaning:

- The price is **reasonable**  
the costs reflect an additional cost or loss of revenue that cannot be recovered or remunerated elsewhere, based on available information at the moment of the submission.
- The price is **demonstrable**  
the Party charging the cost must be able to justify the amount by supporting information of a reliable source (invoices, price offers of a contractor, reference prices, ...), which must be kept at disposal for the CREG and for ELIA.
- The price is **directly related to the request**  
the cost would not have been incurred if the request for activation had not taken place.

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Part I -



Part III - Annexes

Annexes

### ANNEX 6. APPROPRIATION STRUCTURE

Category	Imputation	Description
OPA Planning - Reservation	900034	OPA - Reservation – Changes of Availability Statuses

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OPA Contract  
2024-12-20

69/77  
V1/2024 [ContractReference]  
[ServiceProvider]

69/77



### ANNEX 7. CONTACT DETAILS

Date: DD/MM/YYYY

For ELIA:

<b>1</b>	<p><b>Contractual Responsible</b></p> <p><b>Sybille Mettens</b> 20 Boulevard de l'Empereur 1000 Bruxelles</p> <p>Phone : E-mail : <a href="mailto:Sybille.Mettens@elia.be">Sybille.Mettens@elia.be</a></p> <p><b>Nicolas Koelman</b> 20 Boulevard de l'Empereur 1000 Bruxelles</p> <p>Phone : E-mail : <a href="mailto:Nicolas.koelman@elia.be">Nicolas.koelman@elia.be</a></p> <p><b>Amandine Leroux</b> E-mail : <a href="mailto:Nicolas.koelman@elia.be">Nicolas.koelman@elia.be</a></p> <p><b>Francois Jadoul</b> 20 Boulevard de l'Empereur 1000 Bruxelles</p> <p>Phone : +32-2-546 74 43 E-mail : <a href="mailto:amandine.leroux@elia.be">amandine.leroux@elia.be</a> <a href="mailto:Francois.Jadoul@elia.be">Francois.Jadoul@elia.be</a></p>
<b>2</b>	<p><b>Delivery Control</b></p> <p><b>Farid Benbouali</b> E-mail : <a href="mailto:system.services@elia.be">system.services@elia.be</a></p>
<b>3</b>	<p><b>Invoice monitoring</b></p> <p><b>3.1 Settlement</b></p> <p><b>Farid Benbouali</b> E-mail : <a href="mailto:system.services@elia.be">system.services@elia.be</a></p> <p><b>3.2 Invoicing &amp; Payment</b></p>

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	<p><b>Lieve Kerckhof</b></p> <p>Elia Transmission Belgium SA Boulevard de l'Empereur, 20 1000 Bruxelles</p>
4	TVA BE 0731.852.231
5	<p><b>Planning Team</b></p> <p><b>Capacity &amp; Outage Planning Assessment</b> Avenue de Vilvoorde, 126 1000 Bruxelles</p> <p>Phone : +32 (0)2 382 22 54 Email: <a href="mailto:belgian.grid@elia.be">belgian.grid@elia.be</a></p>
6	<p><b>Dispatching (Real time operations)</b></p> <p><b>National Control Center (Operations)</b> Avenue de Vilvoorde, 126 1000 Bruxelles</p> <p>Phone : +32 2 382 22 97 E-mail : <a href="mailto:dispatching@elia.be">dispatching@elia.be</a></p>

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For the OPA:

1	<b>Contractual responsible(s)</b>
2	<b>Invoicing matters</b>
3	<b>Planning Team</b>
4	<b>Real time (24 hrs per day) (max. one phone number)</b>

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In accordance with Art. I.10.2 of the General Conditions, both parties keep the contact details up to date throughout the validity of the OPA Contract, by exchanging the filled out template in this Annex. These exchanges and updates can be done by e-mail.

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### ANNEX 8. STRUCTURAL DATA

The structural data is defined based on the template below which is exchanged between the OPA and ELIA. The same structural data for each Technical Facility is collected in the SA Contract. Therefore, the data for a single Technical Facility has to be identical in both the SA Contract and the OPA Contract. Eventually, this data will be collected through the upcoming reviewed Connection Contract.



With following structure:

#### OPA Pool attributes:

Refer to sheet 1 of the excel file.

Annex 8 OPA Pool attributes	
OPA name	
Contract reference	
Request for update [dd/mm/yyyy]	
Go Live of the update [dd/mm/yyyy]	

#### List of Technical Facilities:

Refer to sheet 2 of the excel file.

ANNEX 8 List of Technical Facilities							
Technical Facility							
TF Name	EAN code	TF Type	CHP	Limited Energy Reservoir	Size of Limited Energy Reservoir [MWh]	Coordinable Upward [Coordinable/ Not Coordinable]	Coordinable Downward [Coordinable/ Not Coordinable]

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**List of Technical Units:**

Refer to sheet 3 of the excel file<sup>7</sup>.

ANNEX 8 List of Technical Units										
Technical Facility		Technical Unit								
Name	EAN	Name	EAN	Unit Type	Fuel Type	Comments on fuel type	TU_Pmax <sub>inj</sub> [MW]	TU_Pmax <sub>off</sub> [MW]	TU_Pmin <sub>inj</sub> [MW]	TU_Pmin <sub>off</sub> [MW]

**List of Operating Modes:**

Refer to sheet 4 of the excel file.

ANNEX 8 List of Operating Modes												
Technical facility		Operating Mode		Technical Unit n°1			Technical Unit n°2			Technical Unit n°3		
TF name	TF EAN	Name	EAN	Name	EAN	Distribution Key [%]	Name	EAN	Distribution Key [%]	Name	EAN	Distribution Key [%]

<sup>7</sup> TU\_Pmax<sub>inj</sub>, TU\_Pmax<sub>off</sub>, TU\_Pmin<sub>inj</sub> and TU\_Pmin<sub>off</sub> are values (in MW) that indicate the maximum or minimum Injection or Offtake a Technical Unit is capable of.

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OPA Contract  
2024-12-20

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V1/2024

[ContractReference]  
[ServiceProvider]

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**List of Delivery Points:**

Refer to sheet 5 of the excel file.

ANNEX 8 List of Delivery Points						
Delivery Point name	EAN code	Electrical Zone	DP_Pmax <sub>inj</sub> [MW]	DP_Pmax <sub>off</sub> [MW]	DP_Pmin <sub>inj</sub> [MW]	DP_Pmin <sub>off</sub> [MW]

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